



CITY COUNCIL

REGULAR MEETING

AGENDA

JUNE 28, 2021
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



Troy City Council Code of Ethics

1. The Troy City Council shall:

- Respect the confidentiality of privileged information;
- Recognize that an individual council member has no authority to speak or act for Council;
- Work with other council members to establish effective policies;
- Delegate authority for the running of the City to the administrative staff;
- Encourage the free expression of opinion by all council members;
- Seek systematic communications between council, administrative staff, and all elements of the community;
- Render all decisions in a fair and impartial manner, based on the available facts and independent judgment rather than succumbing to the influence of individuals or special interest groups;
- Make every effort to attend all meetings;
- Become informed concerning the issues to be considered at each meeting;
- Avoid actual or apparent conflicts of interest, and make appropriate disclosures;
- Refrain from using this position for personal benefit, nor for the benefit of family members or business associates;
- Use the same care and caution when using electronic media as would be exercised when speaking face-to-face or through written memorandum;
- Avoid use of derogatory or denigrating language;
- Treat all people fairly and with dignity and respect;
- Abstain from harassing or discriminatory behavior of any kind;
- Participate in annual ethics training provided by City Administration or a qualified outside contractor.
- Avoid any situation that could undermine public confidence, and neither solicit nor accept gifts offered for any official actions. There may be times when unsolicited items of a trivial value (less than \$25) are provided to City Council members in connection with marketing of new businesses or economic development and organizations, and such items can be retained as long as the aggregate value of gifts per year does not exceed \$250. City Council members shall annually submit a report of all unsolicited items received to the Troy City Clerk as part of the mandatory disclosure statements. City Council members and/or their significant others can accept invitations for ribbon cutting/grand openings and other ceremonial or celebratory events where food and/or beverages will be consumed.
- Adhere to the following tenets in the ICMA Code of Ethics (revised June 2020):
 - Affirm the dignity and worth of local government services and maintain a deep sense of social responsibility as a trusted public servant. (Tenet 2)
 - Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order to merit the trust and respect of elected and appointed officials, employees, and the public. (Tenet 3)
 - Serve the best interest of the people. (Tenet 4)

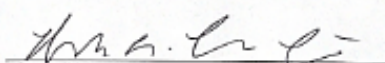
2. Any City Council member may detail a suspected violation of this Code of Ethics by another City Council member, and forward this to the Troy City Council for action. The accused City Councilmember shall have an opportunity to respond to the allegations. If after considering all of the information, the Troy City Council determines that there was a violation of this Code of Ethics, then City Council may censure the offending City Council member, or take any other action that is allowed under the law, including but not limited to a request for a criminal misconduct investigation.


Signed this 9th day of February, 2021.



Mayor Ethan D. Baker


Council Member Edna Abraham


Mayor Pro Tem Theresa Brooks


Council Member Rebecca Chamberlain-Creanga


Council Member Ann Erickson Gault


Council Member David Hamilton


Council Member Ellen Hodorek



CITY COUNCIL AGENDA

June 28, 2021 – 7:30 PM

City Council Chambers

500 W. Big Beaver Rd.

Troy, MI 48084

(248) 524-3316

View the Meeting Live at: www.troymi.gov/webcast
or on Local Access Cable Channels
(WOW – Ch 10, Comcast – Ch 17, AT&T – Ch 99)

INVOCATION: Pastor Robert Cornwall from Central Woodward Christian Church 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 Pastor Robert Cornwall for 13 Years of Service at Central Woodward Christian Church *(Presented by: Mayor Ethan Baker)* 1

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INVOCATION: Pastor Robert Cornwall from Central Woodward Christian Church

PLEDGE OF ALLEGIANCE:

A. CALL TO ORDER:

B. ROLL CALL:

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

Excuse Absent Council Members:

Suggested Resolution

Resolution #2021-06-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____ at the Regular City Council Meeting of June 28, 2021, due to _____.

Yes:

No:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

- C-1** Proclamation in Recognition of Pastor Robert Cornwall for 13 Years of Service at Central Woodward Christian Church (*Presented by: Mayor Ethan Baker*)

D. CARRYOVER ITEMS:

- D-1** No Carryover Items

E. PUBLIC HEARINGS:

- E-1** Public Hearing - Proposed Eighth Amendment to Troy Downtown Development Authority Plan and Tax Increment Financing Plan (*Introduced by: Glenn Lapin, Economic Development Specialist*)

Suggested Resolution

Resolution #2021-06-

Moved by

Seconded by

WHEREAS, Pursuant to Act 197, Public Acts of Michigan, 1975, as amended (“Act 197”), and Ordinance 78 adopted by the City Council on July 12, 1993, the City Council created the Downtown Development Authority of the City of Troy (the “TDDA”); and,

WHEREAS, To accomplish the purposes of Act 197, the TDDA initially caused to be prepared and approved the TDDA’s Development Plan and Tax Increment Financing Plan (the “Plan”) and recommended approval of the Plan to the City Council; and,

WHEREAS, On December 13, 1993, the City Council, after notice and a public hearing on the Plan, adopted Ordinance 80, which approved the Plan, including the development area to which the Plan applies (the “Development Area”) in accordance with the requirements of Act 197; and,

WHEREAS, Since 1993, the Plan has been amended in 1998, 2000, 2002 (twice), 2007, 2013 and 2017; and,

WHEREAS, By resolution adopted April 21, 2021, the TDDA approved and recommended to the City Council approval of further amendments to the Plan (the “2021 Plan Amendments”); and,

WHEREAS, The 2021 Plan Amendments incorporate the previous plans, and the 2021 Plan Amendments would also allow for landscaping and other integrated improvements to the publicly owned property, as well as incentivizing integrated elements on privately owned property. The incorporation of the Quality Development Initiative Program provides financial support for publicly accessed area improvements to private facilities; and;

WHEREAS, The Authority will prioritize the repayment of the City’s outstanding bond obligations as its top responsibility, and is obligated to retain an amount in reserve that is acceptable to the Troy City Council, in light of the Authority’s financial condition and predicted tax increment capture. The City’s Chief Financial Officer will annually review this information, and may recommend a modification to the reserve amounts; and,

WHEREAS, The 2021 Plan Amendments also identify that over 100 residents are expected to be located in the District around July of 2021; and,

WHEREAS, Pursuant to Act 197, the City Council may consider the approval of the 2021 Plan Amendments after conducting a public hearing with respect thereto upon giving such notice as required by Act 197; and;

WHEREAS, The City Council set a public hearing date for June 28, 2021 at 7:30 p.m. local time at Troy City Hall to consider the approval of the 2021 Plan Amendments and provided notice thereof as required by Act 197;

NOW THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the 2021 Plan Amendments in the form attached hereto and **AMENDS** Ordinance 80 in the form presented at this meeting.

Yes:

No:

F. PUBLIC COMMENT:**In accordance with the Rules of Procedure for the City Council:**

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

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

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

Members of the public who wish to address an electronic meeting of the City Council are permitted to do so in one of three ways:

1. Public comments may be submitted via email to PublicComment@TroyMI.gov. Email received before 4:00 PM on the day of the meeting will be read aloud during the meeting. Email comments are limited to three minutes.
2. Public comments may be submitted via voicemail by calling (248) 524-3302. Voicemail received before 4:00 PM on the day of the meeting will be played during the meeting. Voicemail comments are limited to three minutes.
3. Members of the public may attend the electronic meeting remotely and participate in a public comment period by following the instructions on the City's website. Those who wish to participate in a public comment period are asked to provide their name so they may be recognized by the City Clerk. If participating via video conferencing, click "Raise Hand" to be recognized or press star nine (*9) if participating via telephone. After you are recognized by the City Clerk, click "Unmute" or press star six (*6) on your phone to unmute yourself. Each member of the public will be allowed to speak for up to three (3) minutes.

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

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

H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:

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

a) Mayoral Appointments: None

b) City Council Appointments: None

I-2 Board and Committee Nominations: a) Mayoral Nominations – Brownfield Redevelopment Authority, Downtown Development Authority, Global Troy Advisory Committee, Local Development Finance Authority; b) City Council Nominations – None

a) Mayoral Nominations:

Suggested Resolution

Resolution #2021-06-

Moved by

Seconded by

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

Brownfield Redevelopment Authority

Appointed by Mayor

6 Regular Members

3 Year Term

Current Members:

Last Name	First Name	App/Resume Expire	Appointment Expire	Notes 2
Beyer	Joseph	10/26/2022	4/30/2024	
Gottlieb	Steven	11/24/2016	4/30/2022	

Kornacki	Rosemary	12/14/2022	4/30/2023	
Noguez-Ortiz	Carolina	12/19/2019	4/30/2023	GTAC exp 10/30/2022
Sweidan	Rami	4/28/2022	4/30/2023	
Vassallo	Joseph	3/27/2020	4/30/2021	

Nominations to the Brownfield Redevelopment Authority:**Term Expires: 4/30/2024**

Term currently held by: Joseph Vassallo

Interested Applicants:

Last Name	First Name	App/Resume Expire	Notes 1
Chanda	Hirak	12/30/2022	Hist. Dist. Comm exp 5/15/2024
Marrero-Laureano	Alexander	10/26/2022	
McGerty	Ryan	9/18/2022	
Rahman	Mahfuzur	9/24/2022	
Swaminathan	Abiramasundari	3/6/2022	

Downtown Development Authority

Appointed by Mayor
13 Regular Members
4 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 2
Baker	Ethan		11/13/2023	At Large	City Council exp. 11/13/2023; DDA; GTAC, LDFA
Blair	Timothy	6/17/2017	9/30/2023	In District	
Bush	Cheryl	7/13/2022	9/30/2024	In District	
Keisling	Laurence	9/11/2022	9/30/2024	At Large	
Kiriluk	Alan	9/29/2022	9/30/2024	In District	
Knollenberg	Martin	6/28/2021	9/30/2023	In District	
Koza	Kenny	9/18/2019	9/30/2021	In District	
MacLeish	Daniel	6/15/2019	9/30/2021	In District	
Reschke	Ernest	10/4/2020	9/30/2022	At Large	
Schroeder	Douglas	10/23/2016	9/30/2022	At Large	
Stone	David		9/30/2023	In District	
Tomcsik-Husak	Tara	9/22/2022	3/30/2024	In District	

Vacancy			9/30/2022	At Large	Ward Randol Jr. resigned 2/1/2021
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Nominations to the Downtown Development Authority:**Term Expires: 9/30/2022**

Term currently held by: Vacancy – Ward Randol Jr. resigned 2/1/2021

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1	Notes 2
Ashland	David	11/14/2021	At Large	Liquor Adv Comm exp 1/31/2024
Beyer	Joseph	10/26/2022	In District	
Crawford	Timothy	6/26/2021	At Large	
Forster	Jeffrey	3/23/2023	At Large	Personnel Bd exp 4/30/2024
Goetz	John	3/4/2023	At Large	
Kornacki	Rosemary	12/14/2022	At Large	Brownfield Redev Auth exp 4/30/2023
McGerty	Ryan	2/25/2022	At Large	
Patel	Hitesh	3/23/2023	At Large	
Schick	Michael	12/22/2022	At Large	
Sekhri	Suneel	12/20/2021	At Large	
Sekhri	Arun	9/24/2022	At Large	
Shepherd	John	4/22/2021	At Large	
Singh	Inderpal	11/12/2021	At Large	
Vassallo	Joseph	3/4/2023	At Large	Brownfield Redev Auth exp 4/30/2021

Global Troy Advisory Committee

Appointed by Mayor
12 Regular Members
3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1
Baker	Ethan			Council Member
Bica-Grodsky	Lisa	9/23/2022	10/30/2023	
Burrus	MiVida	7/15/2018	10/30/2022	
Fakhoury	Awni	4/28/2018	10/30/2021	
Hao	Kaitlin		10/30/2022	

Lu	Allison	10/1/2022	7/31/2021	Student
Mohideen	Syeda	8/24/2020	10/30/2021	
Natcheva	Daniela	11/8/2021	10/30/2022	
Noguez-Ortiz	Carolina	12/19/2019	10/30/2022	Brownfield Redev Auth exp 4/30/2023
Sekhri	Suneel	12/20/2021	10/30/2021	
Tholakapalli	Arjun	4/10/2021	7/31/2020	Student
Vacancy			10/30/2023	Rebecca Chamberlain-Creangă resigned 2/26/2020
Vacancy			10/30/2023	Cathleen Francois requested No Reappointment
Zhou	Yudong	10/23/2021	10/30/2022	

Nominations to the Global Troy Advisory Authority:**Unexpired Term Expiring:**
10/30/2023

Term currently held by: Vacancy–Rebecca Chamberlain-Creangă resigned 2/26/2020

Term Expires: 10/30/2023

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

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Cicchini	Philippe	4/13/2023	
DiFalco	Melissa	12/2/2021	
Faiz	Iqbal	12/4/2022	
Fox	Tyler	11/15/2021	
Jones	Kelly	12/11/2021	Liquor Adv Comm exp 1/31/2023
MacDonell	Sharon	4/13/2023	
Marrero-Laureano	Alexander	10/26/2022	
McGee	Timothy	3/2/2023	
Patel	Hitesh	2/2/2023	
Rahman	Mahfuzur	9/24/2022	
Swaminathan	Abiramasundari	3/6/2022	
Sweidan	Rami	3/2/2023	

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
Baker	Ethan		11/13/2023	Alternate; City Council	City Council exp. 11/13/2023; DDA; GTAC, LDFA
Beltramini	Robin	7/17/2021	6/30/2022	Resident Member	Charter Rev Comm exp 4/30/2022
Hodorek	Ellen		11/8/2021	Alternate; City Council	City Council, LDFA exp 11/8/2021
Hunter	Daniel			Oakland County Designee	
Vacancy			6/30/2023	Resident Member	Paul V. Hoef resigned 4/27/2021
Vacancy			6/30/2024	Resident Member	D. Shield's term exp 6/30/2016 - No Reappointment
Vacancy			6/30/2024	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: 6/30/2023****Resident Member**

Term currently held by: Vacant

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

Term currently held by: Vacant

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

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

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Crawford	Timothy	6/26/2021	
D'Aoust	Allen	5/23/2021	
DiFalco	Melissa	12/2/2021	
Rahman	Mahfuzur	9/24/2022	
Schick	Michael	12/22/2022	

Shepherd	John	4/22/2021	
Sweidan	Rami	4/28/2022	Brownfield Redev Auth exp 4/30/2023
Vassallo	Joseph	3/4/2023	Brownfield Redev Auth exp 4/30/2021
Yu	Fu-Shin	8/20/2021	

Yes:

No:

b) City Council Nominations: None

I-3 No Closed Session Requested

I-4 2021 City Council Meeting Schedule (Introduced by: Mark F. Miller, City Manager)

Suggested Resolution

Resolution #2021-06-

Moved by

Seconded by

RESOLVED, That Troy City Council **SCHEDULES** a Special Meeting at 8:00 AM as follows:

Saturday, July 24, 2021

City Council - Planning Commission Joint Meeting

Saturday, November 13, 2021

Strategic Planning

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:

No:

I-5 Chapter 107 – Troy Traffic and Motor Vehicle Ordinance (Introduced by: Lori Grigg Bluhm, City Attorney)

Suggested Resolution

Resolution #2021-06-

Moved by

Seconded by

BE IT RESOLVED, That Troy City Council hereby **APPROVES** and **ENACTS** Chapter 107- City of Troy Traffic and Motor Vehicle Ordinance, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

I-6 Proposed Consolidated and Codified Downtown Development Authority Ordinance
(Introduced by: Lori Grigg Bluhm, City Attorney)

Suggested Resolution

Resolution #2021-06-

Moved by

Seconded by

BE IT RESOLVED, That Troy City Council hereby **APPROVES** and **ENACTS** Chapter 58 - Downtown Development Authority Ordinance, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

I-7 Bid Waiver – Sole Source – Axon Body-Worn Cameras, In-Car Cameras and Tasers
– Police Department (Introduced by: Police Captain Thomas Gordon)

Suggested Resolution

Resolution #2021-06-

Moved by

Seconded by

RESOLVED; That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a five (5) year contract with the option to renew for five (5) additional years to *Axon Enterprises, Inc. of Scottsdale, AZ*, for the Digital Evidence Management System for an estimated annual amount of \$335,469.30 in year one, and \$293,052.00 for years two through five, for an estimated grand total amount of \$1,507,677.30 as detailed in the attached proposal, and **AUTHORIZES** the Chief of Police to execute the Statement of Work and Master Services and Purchase Agreement with Axon Enterprises, Inc.; contract to expire June 30, 2026.

Yes:

No:

I-8 Contract Ratification – Troy Communication Supervisors Association (TCSA)
(Introduced by: Jeanette Menig, Human Resources Director)

Suggested Resolution

Resolution #2021-06-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **RATIFIES** the collective bargaining agreement between the City of Troy and the Troy Communication Supervisors Association (TCSA) for the period July 1, 2021 through June 30, 2026, and the Mayor and City Clerk are **AUTHORIZED** to execute the final agreement; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

I-9 Budget Amendment and Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Flooring Replacement and the Fire and Police Training Center Offices and Classrooms; Standard Purchasing Resolution 4: Oakland County Purchasing Cooperative – Fire and Police Training Center Classroom Electrical Upgrades (Introduced by: Kurt Bovensiepe, Public Works Director)

Suggested Resolution

Resolution #2021-06-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **AWARDS** a contract for replacement flooring at the Fire and Police Training Center as per bid specifications to the low bidder meeting specifications, *Flooring Services Inc., of Livonia, MI*, for an estimated cost of \$23,720 with a 10% contingency at unit prices contained in the bid tabulation opened June 10, 2021, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and hereby **AWARDS** a contract to *Shaw Service and Maintenance of Southfield, MI*, for Electrical Upgrades at the Fire and Police Training Center classrooms for an estimated cost of \$83,548 with a 10% contingency at prices detailed in the quote and as per the Oakland County Purchasing Cooperative Contract #005446.

BE IT FURTHER RESOLVED, That the Troy City Council hereby **APPROVES** a budget amendment in the amount of \$18,000 for the Building Operations Fire and Police Training Center Capital Project Fund for the 2022 fiscal year.

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

Yes:

No:

I-10 2021/2022 Budget Amendments and Re-Appropriations (Introduced by: Robert Maleszyk, Chief Financial Officer)

Suggested Resolution

Resolution #2021-06-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **AUTHORIZES** City Management to amend the Current 2021 General Fund Budget as detailed below:

Revenue Decreases:

Transfers in Major Streets	\$ 2,576,101
Transfers in Local Streets	<u>2,482,345</u>
	\$ 5,058,446

Expenditure Decreases:

Streets-Major	\$ 2,576,101
Streets-County	541,370
Parks Maintenance-Major Tree	26,430
Park Maintenance-Street Island Major	84,260
Streets-Local	2,482,345
Park Maintenance-Local Tree	844,090
Park Maintenance-Street Island Local	<u>50</u>
	\$ 6,554,646

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** City Management to amend the current 2021 Major Street Fund as follows:

Expenditure Increases:

Streets-Major	\$ 2,576,101
Park Maintenance-Major Tree	26,430
Park Maintenance-Street Island Maintenance	84,260
Streets-County	<u>541,370</u>
	\$ 3,228,161

Expenditure Decreases:

Transfers Out to General	\$ 2,576,101
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BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** City Management to amend the current 2021 Local Street Fund as follows:

Expenditure Increases:

Streets-Local	\$ 2,482,345
Parks Maintenance-Local Tree	844,090
Parks Maintenance-Street Island Local	<u>50</u>
	\$ 3,326,485

Expenditure Decreases:

Transfers Out of General	\$ 2,482,345
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BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** City Management to Re-appropriate Capital Projects and Special Revenue Funds from 2021 to 2022 as detailed below:

Project Title	Amount	Department Division	Fund
Patrol Rifles	\$48,300	Police	Forfeiture Fund

Cooling Tower	\$115,000.00	Building Operations	Capital Fund
Exterior Building Envelope Repairs	\$20,000.00	Building Operations	Capital Fund
Replace Generator FS 6	\$90,580.00	Fire	Capital Fund
Window Replace HV General Store	\$7,800.00	Museum	Capital Fund
Boulan Park Restroom Renovation	\$36,250.00	Parks	Capital Fund
Jaycee Park Restroom Renovation	\$31,180.00	Parks	Capital Fund
Firefighters Park Restroom Renovations	\$43,160.00	Parks	Capital Fund
Exterior Building Repairs	\$100,000.00	Recreation	Capital Fund
Leisure Pool Heater Replacement	\$77,000.00	Recreation	Capital Fund
Gym Floor Resurfacing	\$30,000.00	Recreation	Capital Fund
Camera Replacement for Property Rm & Lockup	\$45,000.00	Police	Capital Fund
K-9 Dog Purchase	\$13,000.00	Police	Capital Fund
TST Drone	\$21,000.00	Police	Capital Fund
Emergency Oper (EOC) Technology Upgrade	\$40,000.00	Police	Capital Fund
Parking Lot Maintenance	\$243,850.00	Public Works	Capital Fund
CO2 & NO2 Detection System	\$65,140.00	Public Works	Capital Fund
Site Updates (Landscape, Cement, Drain)	\$51,950.00	Aquatic Center	Aquatic Center Fund
Big Beaver Relief Sewer	\$1,500,000.00	Sewer	Sewer Fund
Sanitary Sewer CIPP	\$249,000.00	Sewer	Sewer Fund
Lift Station Renovations	\$378,000.00	Sewer	Sewer Fund
Willow Grove Sanitary	\$10,000.00	Sewer	Water Fund
Maxwell/Stutz	\$300,000.00	Water	Water Fund
Naughton Wheaton & Piedmont	\$250,000.00	Water	Water Fund

Orchard Trail	\$400,000.00	Water	Water Fund
Indusco Court	\$500,000.00	Water	Water Fund
I75 Crossing at Oakland Mall Betterment	\$750,000.00	Water	Water Fund
I75 Crossing at Maple Betterment	\$350,000.00	Water	Water Fund
Axtell/Hollywood Market	\$5,000.00	Water	Water Fund
Exchange Upgrade	\$120,000.00	Information Technology	IT Fund
Phone System Upgrade	\$100,000.00	Information Technology	IT Fund
Patrol Cars	\$150,000.00	Motor Pool	Motor Pool Fund
Roof Top Unit	\$13,000.00	Motor Pool	Motor Pool Fund

Yes:

No:

J. CONSENT AGENDA:

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

Suggested Resolution

Resolution #2021-06-

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 #2021-06-

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

- a) City Council Minutes-Draft – June 14, 2021

J-3 Proposed City of Troy Proclamations:

Suggested Resolution
Resolution #2021-06-

- a) Proclamation to Declare July 22, 2021 World Fragile X Day in the City of Troy

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 2: Award to Sole Bidder Meeting Specifications – Major Street Pavement Marking**

Suggested Resolution
Resolution #2021-06-

RESOLVED, That Troy City Council hereby **AWARDS** a two (2) year contract with the option to renew for one (1) additional year to low bidder meeting specifications; *PK Contracting, Inc. of Troy, MI*, to provide Major Street Pavement Marking Services on an as-needed basis not to exceed budgetary limitations at unit prices as detailed below by year and in the bid tabulation opened June 10, 2021; a copy of which shall be **ATTACHED** to the original minutes of this meeting; with the contract expiring June 30, 2024.

<u>2 Yr. Contract</u>	<u>Amount</u>
1	\$ 100,600.00
2	\$ 102,610.00
Total 2 Yr. Contract	\$ 203,210.00
1 Year Renewal	\$ 104,660.00

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

- b) **Standard Purchasing Resolution 2: Low Bidder Meeting Specifications - Topsoil**

Suggested Resolution
Resolution #2021-06-

RESOLVED, That Troy City Council hereby **AWARDS** a contract for two (2) year requirements of topsoil with an option to renew for one (1) additional year to the low bidder meeting specifications; *J & H Transportation, Inc. of Sterling Heights, MI*, for an estimated total cost of \$27,500 at the unit prices contained in the bid tabulation opened June 17, 2021, a copy of which shall be **ATTACHED** to the original minutes of this meeting; with the contract expiring June 30, 2024.

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

c) **Standard Purchasing Resolution 2: Low Bidder Meeting Specifications - Traffic Control Signs and Posts**

Suggested Resolution

Resolution #2021-06-

RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract to provide Traffic Control Signs and Posts with an option to renew for one (1) additional year on a proposal by proposal basis to be ordered on as needed basis to the low bidder meeting specifications; *Lightle Enterprises of Ohio, LLC, of Frankfort, OH*, for an estimated total of \$130,881.05 at the unit prices contained in the bid tabulation opened June 17, 2021; a copy of which shall be **ATTACHED** to the original minutes of this meeting; with the contract expiring June 30, 2023.

Bidder	Proposal	Estimated Total
Lightle Enterprises of Ohio	A, B, C, D, E, F, G, H, I, J, K	\$130,881.05
Estimated Grand Total		\$130,881.05

J-5 Private Agreement – Contract for Installation of Municipal Improvements – The Westington Apartment Project – Project No. 21.901.3

Suggested Resolution

Resolution #2021-06-

RESOLVED, That Troy City Council hereby **APPROVES** the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and Troy Westington LLC for the installation of Water Main, Sanitary Sewer, Storm Sewer, Underground Detention System, Asphalt Pavement 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:

- a) July 12, 2021 - Street Vacation Request (SV2020-001) – Public Walkway East of John R and North of Big Beaver, Abutting 3512 Euclid on the North and 3506 Euclid on the South, Section 24, Currently Zoned R-1C (Abutting Properties)
- b) July 12, 2021 - Rezoning Request (File Number Z JPLN2021-0001) – Proposed Lindsey Center Rezoning, East of Crooks, South of Big Beaver (2690 Crooks, Parcel #88-20-28-101-003), Section 28, From O (Office) to BB (Big Beaver) District

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

L. COUNCIL REFERRALS:

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

L-1 No Council Referrals**M. REPORTS:**

M-1 Minutes – Boards and Committees:

- a) Global Troy Advisory Committee-Final – May 12, 2021
-

M-2 Department Reports:

- a) Audit Engagement Letter – 2021
b) Traffic Impact Information
-

M-3 Letters of Appreciation: None Submitted

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

M-5 Notice of Hearing for the Electric Customers of DTE Electric Company – Case No. U-21089

N. COUNCIL COMMENTS:

N-1 No Council Comments

O. CLOSED SESSION

O-1 No Closed Session

P. ADJOURNMENT:

Respectfully submitted,



Mark F. Miller
City Manager

2021 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:**2021 SCHEDULED REGULAR CITY COUNCIL MEETINGS:**

July 12, 2021	Regular Meeting
July 26, 2021	Regular Meeting
August 9, 2021	Regular Meeting
August 30, 2021	Regular Meeting
September 13, 2021	Regular Meeting
September 27, 2021	Regular Meeting
October 11, 2021	Regular Meeting
October 25, 2021	Regular Meeting
November 8, 2021	Regular Meeting
November 22, 2021	Regular Meeting
December 6, 2021	Regular Meeting
December 13, 2021	Regular Meeting

**PROCLAMATION IN RECOGNITION OF
PASTOR ROBERT CORNWALL
13 YEARS OF SERVICE AT CENTRAL WOODWARD CHRISTIAN CHURCH**

WHEREAS, Rev. Bob Cornwall was ordained in the Disciples of Christ Christian Church on June 9, 1985. He received his doctorate in Historical Theology with distinction in June 1991 from Fuller Theological Seminary in Pasadena, California. His dissertation was "Visible and Apostolic: The Constitution of the Church in High Church Anglican and Non-Juror Thought from 1688-1745." He received his Bachelor of Science Degree from Bushnell University and Master's Degree in United States History from the University of Oregon; and

WHEREAS, Rev. Bob Cornwall worked at William Carey International University as the Director of the Library and an Adjunct Professor of Religion from 1992 – 1994. In Spring of 1995 he became an Adjunct Professor of Religion at Azusa Pacific University. He also was an Adjunct Professor and Visiting Professor in Church History at Fuller Theological Seminary in 1992, 1994-1995, and in 2001; and

WHEREAS, Rev. Bob served an Associate Professor of Theology, 1995-1997 at Manhattan Christian College in Manhattan, Kansas. He became a Pastor at First Christian Church in Santa Barbara, California, serving from August 1998 – December 2003. In 2004, Pastor Bob worked for the Anti-Defamation League in Santa Barbara as a Consultant/Coordinator for the *No Place for Hate Campaign*. In 2005, he became a Columnist of *Faith in the Public Square* for the Lompoc Record, until 2008; and

WHEREAS, Pastor Bob became Pastor of the First Christian Church in Lompoc, California serving from July 2004 – June 2008. During his time as Pastor in Lompoc, he was the Editor-in-Chief of Sharing the Practice, a Journal of the Academy of Parish Clergy. In July 2008, Pastor Bob and his family moved to Troy, Michigan where he became Senior Minister for Central Woodward Christian Church; and

WHEREAS, Pastor Bob became a valuable member of the Troy community serving on the Troy-Area Interfaith Group as Chair of the Leadership Team and Convener for four years; Founding Chair of the Troy-Area Alliance Against Hate Crimes; and Troy Police Department Chaplain since 2016. He also has served on the Metro Detroit Coalition of Congregations as President and on the Board of the Michigan Region of the Christian Church; and

WHEREAS, Pastor Bob has also written many books, articles, encyclopedia/dictionary articles, chapters in books, and book reviews on a wide variety of topics. He has been married since July 9, 1983 to his wife Cheryl, a part-time employee of the Troy Public Library and they are the proud parents of son Brett;

NOW, THEREFORE BE IT RESOLVED, That the City Council of the City of Troy extends special recognition to **Rev. Bob Cornwall** for his selfless and tireless service to our community and his congregation at **Central Woodward Christian Church**; and

BE IT FURTHER RESOLVED, That the Troy City Council and all of Troy's residents congratulate **Rev. Bob Cornwall** for his 13 years of dedication and commitment and wish him continued success in all future endeavors and for a fun and peaceful retirement. **Rev. Bob Cornwall** will be missed not only by his congregation but the entire Troy community, but we know that he will continue to volunteer within our community and beyond.

Presented this 28th day of June 2021.



CITY COUNCIL AGENDA ITEM

Date: June 23, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Robert Maleszyk, Chief Financial Officer
Glenn Lapin, Economic Development Specialist

Subject: Public Hearing on June 28, 2021 for Proposed Eighth Amendment to Troy Downtown Development Authority Plan and Tax Increment Financing Plan

History

During the February 3, 2021 Joint City Council/ Downtown Development Authority Meeting, a proposed eighth amendment to the Downtown Development Authority Development Plan and Tax Increment Finance Plan was discussed. A draft amended Development Plan and Tax Increment Finance Plan was subsequently prepared and presented to the Downtown Development Authority for consideration at its April 21, 2021 meeting. The Downtown Development Authority reviewed and approved the proposed amendment at its April 21, 2021 meeting. The amendment is now being brought to City Council for a Public Hearing and subsequent action on June 28, 2021.

This amendment incorporates the previous plans, including but not limited to the continuation of the Quality Development Initiative. This proposed amendment provides more flexibility, in the event that there are available funds that exceed the bond obligations, for a design and implementation of a new landscaping plan and other integrative elements that increase the value of the Downtown Development District.

The plan calls for a reserve to be set aside, so that there is some comfort that there will be sufficient funds to pay off the bonds that the City has backed with its full faith and credit. The amendment also identifies that over 100 residents are expected to be located in the District around July of 2021.

Financial

Downtown Development Authority financing is provided through funds generated by the Tax Increment Financing Plan induced by annual increases in property valuations from new construction within the Downtown District.

Recommendation

City administration recommends that City Council approve the resolution to adopt the proposed Eighth Amendment to Troy Downtown Development Authority Plan and Tax Increment Financing Plan.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Legal Review

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

Attachments:

1. 2021 Amendments to Development Plan and Tax Increment Financing Plan
2. Troy Downtown Development Authority District Map
3. Troy Downtown Development Authority Draft Minutes from April 21, 2021 meeting
4. Public Notice

**2021 Amendments
To Development Plan and
Tax Increment Financing Plan**

**City of
Troy Downtown
Development Authority**

BACKGROUND AND PURPOSE

A. Purpose of the Downtown Development Authority Act

Act 197 of Public Acts of 1975, as amended (MCL 125.1651 et. Seq., which has been subsequently codified and is now MCL 125.4201), of the State of Michigan, commonly referred to as the Downtown Development Authority Act ("Act 197") authorizes the establishment of a downtown development authority and was created in part to correct and prevent deterioration of business districts; to promote economic growth and revitalization; to encourage historic preservation; to authorize the acquisition and disposal of interests in real and personal property; to authorize the levy and collection of taxes; the issuance of bonds and the use of tax increment financing to finance downtown development contained in locally adopted development plans.

Act 197 seeks to attack problems of urban decline, strengthen existing areas and encourage new private developments in Michigan's downtown communities. It seeks to accomplish this goal by providing these communities with the necessary legal, monetary and organizational tools to revitalize downtown districts either through publicly initiated projects or in concert with private developments. The method chosen by downtown development authorities to make use of these tools depends on the problems and opportunities facing the district and the development priorities established by the community for the revitalization of the business area.

B. Creation of the Troy Downtown Development Authority

In July of 1993, the Troy City Council adopted Ordinance 78, and subsequently adopted Ordinance 80, which created the Troy Downtown Development Authority (the "DDA") and defined its powers. The DDA was given all of the powers and duties prescribed for a Downtown Development Authority pursuant to the Act.

C. Basis for the Tax Increment Plan and Development Plan

Act 197 provides the legal mechanism for local officials to address the need for economic development in the business district. In Troy, the Downtown District of the DDA can be generally described as the commercial area along Big Beaver Road from Rochester Road on the east to Newport Court on the west, (the "Downtown District"). The Development Area was subsequently established as coterminous with the boundaries of the Downtown District. A development plan and a tax increment-financing plan

were adopted for the purpose of implementing specific development programs and/or projects in the Development Area.

For purposes of financing activities of a downtown development authority within a downtown district, Act 197 provides for establishment of a Tax Increment Plan. By definition, a Tax Increment Financing Plan seeks to capitalize on and make use of the increased tax base created by economic development within the boundaries of a Downtown district. The tax increment financing plan is required to include a development plan that sets forth the improvements and projects to be financed by the tax increment financing plan.

D. The Current TDDA Development Plan and the TDDA Tax Increment Financing Plan

The Development Plan (the “Development Plan”) and the Tax Increment Financing Plan (the “Tax Increment Financing Plan” and together with the Development Plan, the “Plan”) of the DDA were initially approved and adopted by the Troy City Council on December 13, 1993. The Development Plan included Development Plan #1, which provided for reconstruction and improvements to Big Beaver Road and a public parking deck. The Tax Increment Financing Plan provided for capture and use by the DDA of all tax increment revenues generated from the captured assessed value of all taxable real and personal property within the Development Area for purposes of the Development Plan.

The Plan was subsequently amended on seven different occasions.

An amendment to the Development Plan was approved and adopted by the City on September 28, 1998 (referred to for purposes hereof as “Development Plan #2”). Development Plan #2 incorporated the area north of Cunningham Road for purposes of the construction of a data center for K-Mart and the proposed civic center site at Big Beaver and I-75.

Development Plan #2 expressly incorporated and restated the Tax Increment Financing Plan previously adopted by the DDA to finance development programs and projects within the Downtown District.

This second amendment to the Development Plan (referred to for purposes hereof as “Development Plan #3”), expressly incorporated and restated the development programs and projects described in Development Plan #1 and Development Plan #2 and described two additional major road projects including the widening of Big Beaver Road between I- 75 and Rochester Road and from I-75 to the northern DDA boundary deemed necessary by the DDA for the future economic vitality of the District, and with respect thereto, set forth the plans for development and financing of said projects as required under Act 197.

Development Plan #3 was structured to provide the DDA with the continued ability to utilize tax increment financing to address the needs of the Development Area.

Development Plan #4 was the third amendment to the Development Plan and facilitated the project known as “Troy Place Improvement Project.” With this project, the DDA provided the local match required for a local company to receive financial incentives from the State of Michigan in order to retain its headquarters in the City of Troy and the State of Michigan.

Development Plan #5 was the fourth amendment to the Development Plan and provided for the project known as “Sheffield Plaza Building #2 Improvement Project.” With this project, the DDA financed the local match required for a local company to receive financial incentives from the State of Michigan in order to retain its headquarters in the State of Michigan.

Development Plan #6 was the fifth amendment to the Development Plan and incorporated the projects known as the “Big Beaver Corridor Study Implementation Plan,” where the DDA supplied a local match for a local company to receive financial incentives from the State of Michigan, and also assisted with I-75 interchange improvements, improvements to the Big Beaver Corridor, park improvements and property acquisition. All previous amendments to the Tax Increment Financing Plan and Development Plan were incorporated and modified to include the new development, consistent with state law.

In 2013, there was a sixth amendment to the Development Plan that was necessitated by financial issues potentially jeopardizing the bonds issued by the DDA under its previous Plans. The DDA issued three separate bond issues in 2001, 2002 and 2003 (the “DDA Bonds”). The proceeds of the DDA Bonds were used as follows: in 2001, to finance the cost of roadway and streetscape improvements to Big Beaver Road and to refinance a portion of the cost of the parking garage adjacent to Somerset North; in 2002, to finance a portion of the cost of constructing the Troy Community Center; and in 2003, to finance a portion of the cost of constructing the Troy Community Center. Each of the DDA Bond issues was secured solely from the tax increment revenues expected to be derived from the properties in the Development Area, and there was no pledge of the full faith and credit of the City of Troy as additional security for the bonds. This was permitted because of the perceived strength of the taxable values of the Development Area and the projected ability of the properties in the Development Area to generate sufficient tax increment revenues pay the debt service on the DDA Bonds.

Due to an unanticipated and dramatic decline in the taxable values in portions of the Development Area, the amount of tax increment revenues captured in the Plan declined significantly. As a result, the DDA used its reserves and an advance from the City to avoid a default on the DDA

Bonds during the fiscal year beginning July 1, 2013.

The 2013 amendments to the Plan enabled the DDA to avoid a projected default on the DDA Bonds and provided for (i) revision of the Development Area for the Plan by removing therefrom certain specified properties; (ii) extension of the existence of the Plan to December 2033, and (iii) the issuance of general obligation bonds by the City (the “City Bonds”) to finance a portion of the cost of the Plan and in connection therewith refunded the outstanding DDA Bonds. The tax increment revenues received by the DDA pursuant to the 2013 amendments to the Plan, the tax increment revenues received by the DDA are the first source of payment of the “City Bonds,” and the limited tax full faith and credit pledge of the City will be the secondary security for the City.

In 2017, the Plan was again amended (seventh amendment) to facilitate a new QDI development initiative to encourage parking structures and infrastructure to promote mixed use development within the Downtown Development Area, and to allow for maintenance of public facilities in the Downtown Development area, and marketing expenditures to maintain a positive image and competitive edge over other Southeastern Michigan communities. According to this Amendment, these expenses were secondary to the obligation to use tax increment financing, and the DDA was required to pledge its revenue to meet the financial obligations for the “City Bonds,” which were the first priority.

The QDI initiative, which is also incorporated and included in this amendment to the Plan, is designed to further the Troy’s DDA mission, recognizing that successful downtown districts include a mix of land uses, density, open space, multi-modal transportation options (including non-motorized transportation means), vibrant streetscapes with pedestrian activity, high quality development and amenities, natural features, art and culture. The QDI provides an additional DDA tool to further encourage the development of the key components that make up successful downtown environments. Parking structures and storm water detention/retention facilities for mixed use developments are often difficult to finance or may not necessarily achieve the quality, scale and scope desired by the DDA. The QDI would encourage mixed use projects that require parking structures and other public improvements such as storm water detention/retention facilities.

The QDI utilizes up to 60% of the annual tax increment increase of the target property to be used for public facilities and enhancement. The funds may be used to financially assist a developer on an annual basis for a portion of the cost of these needed public improvements. Each QDI would require a separate agreement. The DDA has the flexibility to adjust the amount of the annual assistance, not to exceed 60% the tax capture on any new investment. Any QDI shall not extend beyond the life of the DDA, which ends in 2033.

Minimum QDI Standards

In determining eligibility for QDI assistance, a proposed project shall meet the following standards:

1. The project has a public use and public benefit.
2. The project shall have a privately- owned public facility.
3. The project is consistent with the City of Troy Master Plan.
4. The project is consistent with the vision set forth by the Big Beaver Corridor Study.
5. The project shall contain mixed use development.
6. The total QDI assistance payments shall not be greater than 60% of the cost to construct the privately- owned public facility.
7. The QDI assistance shall be generated from the projects new DDA capture and shall not exceed 60% of the new DDA tax capture from the new investment.
8. The project shall feature a parking facility or facilities (structure or underground). A minimum of 50% of the project site's total parking requirements must be accommodated by the proposed parking facility or facilities.
9. Parking structure projects shall achieve high quality design standards and be constructed with high quality materials.
10. Project shall successfully go through any review and permit processes required by the City of Troy.
11. Storm water detention projects, along with sanitary sewers, storm sewers, water mains, detention basins, grading and rear yard drainage, paving, soil erosion and sedimentation control, site improvement plans and sidewalks shall generally follow best management practices. Practices may not apply to all conditions, and alternate solutions may be permitted as approved by the City Engineer.

These QDI Standards are intended to provide a sound, reasonable basis for the design and implementation of potential projects. They are not intended as a substitute for sound planning and engineering judgment. These standards incorporate the City of Troy Standard Details and the City of Troy Specifications.

E. Reasons for Proposed Plan Amendments

In recognition of the Authority's improved financial position, and the expectation that the projected amounts of tax revenue under the Plan will adequately cover the City's outstanding bond obligations and also allow for other expenditures, this Eighth Amendment to the Plan provides flexibility to authorize expenditures for the design, purchase, plan, and installation of new landscaping and other integrated upgrades in the DDA District, as well as the continued ability to enter into individual QDI Agreements, continue marketing and branding initiatives, and other administrative costs.

2021 PLAN AMENDMENTS

I. AMENDMENTS TO THE DEVELOPMENT PLAN

II. The following sections of the Development Plan are amended to read as follows:

A. DESIGNATION OF BOUNDARIES OF THE DEVELOPMENT AREA AND NEW PROJECTS

The Development Area is located within the jurisdictional limits of the City of Troy and the Downtown District is not coterminous with the Development Area in that some properties were removed from the Development Area in the 2013 Plan Amendments. The Development Area is shown on Exhibit #1.

B. LOCATION AND EXTENT OF PROPOSED PUBLIC AND PRIVATE LAND USES

When the Troy City Council created the Troy Downtown Development District and Authority, it was envisioned that the Authority would use an integration of public and private land uses as a means of enhancing, strengthening, and expanding the entire economic base of the DDA District.

C. EXISTING IMPROVEMENTS IN THE DEVELOPMENT AREA TO BE DEMOLISHED, REPAIRED OR ALTERED AND TIME REQUIRED FOR COMPLETION

The 2021 Amendment would allow for landscaping and other integrated improvements to the publicly owned property, as well as incentivizing integrated elements on privately owned property. The incorporation of the QDI Program provides financial support for publicly accessed area improvements to private facilities.

D. THE LOCATION, EXTENT, CHARACTER AND ESTIMATED COST OF IMPROVEMENTS INCLUDING REHABILITATION FOR THE DEVELOPMENT AREA

The Authority will prioritize the repayment of the City's outstanding bond obligations as its top responsibility, and is obligated to retain an amount in reserve that is acceptable to the Troy City Council, in light of the Authority's financial condition and predicted tax increment capture. The City's Chief Financial Officer will annually review this information, and may recommend a modification to the reserve amounts. Additional detail, including the estimated costs of any additional expenditures, shall be incorporated into the annual

budget process.

E. STATEMENT OF THE CONSTRUCTION OR STAGES OF CONSTRUCTION PLANNED, AND THE ESTIMATED TIME OF COMPLETION

It is expected that the work on the Development Plan, including a landscaping design plan, will commence upon the adoption of this amendment to the Plan, and will continue through the duration of the Authority, which is enabled through the collection of taxes levied through December of 2033.

F. DESIRED ZONING CHANGES AND CHANGES IN STREETS, STREET LEVELS, INTERSECTIONS AND UTILITIES

No zoning changes are anticipated. However, there may be changes in the streets, intersections, and utilities to facilitate an integrated plan and enhance pedestrian accessibility.

G. ESTIMATE OF THE COST OF THE DEVELOPMENT, PROPOSED METHOD OF FINANCING AND ABILITY OF THE AUTHORITY TO ARRANGE THE FINANCING

Financing for the project would be provided through funds generated by the Tax Increment Financing Plan induced by annual increases in property valuations from new construction within the Downtown District.

H. DESIGNATION OF PERSON OR PERSONS, NATURAL OR CORPORATE, TO WHOM ALL OR A PORTION OF THE DEVELOPMENT IS TO BE LEASED, SOLD, OR CONVEYED IN ANY MANNER AND FOR WHOSE BENEFIT THE PROJECT IS BEING UNDERTAKEN IF THAT INFORMATION IS AVAILABLE TO THE AUTHORITY

The QDI Program could provide financial support for strategically placed publicly accessed area improvements to private facilities. These improvements will immediately benefit the private property owner and/or tenant, but will also benefit the public, surrounding businesses and neighbors by aiding in the economic growth of the Downtown District. An upgraded landscaping plan is also expected to benefit the entire District area.

I. ESTIMATE OF THE NUMBER OF PERSONS RESIDING IN THE DEVELOPMENT AREA AND THE NUMBER OF FAMILIES AND INDIVIDUALS TO BE DISPLACED

As a result of newly constructed apartments, it is expected that there will be over 100 new residents in the District, starting in approximately July 2021. It is not anticipated that there will be a displacement of individuals and families within the Development Area. As a result, a plan for compliance of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended does not need to be addressed. Should it become necessary to address relocation at some future date, the TDDA shall abide by requirements of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

J. PLAN FOR ESTABLISHING PRIORITY FOR THE RELOCATION OF PERSONS DISPLACED BY THE DEVELOPMENT IN ANY NEW HOUSING IN THE DEVELOPMENT AREA

The 2021 Plan Amendment does not anticipate the displacement of individuals and families, and as a result, a plan for compliance of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended need not be addressed. Should it become necessary to address relocation at some future date, the TDDA shall abide by requirements of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

K. PROVISION FOR THE COSTS OF RELOCATING PERSONS DISPLACED BY THE DEVELOPMENT. AND FINANCIAL ASSISTANCE AND

**REIMBURSEMENT OF EXPENSES, INCLUDING LITIGATION EXPENSES
AND EXPENSES INCIDENT TO THE TRANSFER OF TITLE IN
ACCORDANCE WITH THE STANDARDS AND PROVISIONS OF THE
FEDERAL UNIFORM RELOCATION ASSISTANCE AND REAL
PROPERTY ACQUISITION POLICIES ACT OF 1970**

The 2021 Plan Amendment does not anticipate that there will be any displacement of individuals and families. As a result, a plan for compliance of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended need not be addressed. Should it become necessary to address relocation at some future date, the DDA shall abide by requirements of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and Act 227 of Public Acts of 1972, as amended.

**L. PLAN FOR COMPLIANCE WITH THE FEDERAL UNIFORM
RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION
POLICIES ACT OF 1970 AND ACT 227 OF THE PUBLIC ACTS OF 1972
AS AMENDED**

Act 227 of Public Acts of 1972, as amended, is an Act to provide financial assistance, advisory services and reimbursement of certain expenses to persons displaced from real property or deprived of certain rights in real property. This Act requires procedures and policies comparable to the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Since the 2021 Plan Amendment does not require the acquisition of residential property and displacement of persons, a plan for compliance with Act 227 is not addressed.

TAX INCREMENT FINANCING PLAN- Eighth Amendment

1. DEFINITIONS USED IN THIS PLAN

- A. **Captured Assessed Value**-- (CAV) means the amount in any one (1) year by which the current assessed value, as equalized, of the eligible property identified in the Tax Increment Financing Plan, including the current assessed value of property for which specific local taxes are paid in lieu of property taxes as determined in Subdivision (c) exceeds the Initial Assessed Value. The State Tax Commission shall prescribe the method for calculating Captured Assessed Value.
- B. **Initial Assessed Value** – (IAV) means the assessed value, as equalized, of the eligible property identified in the Tax Increment Financing Plan at the time the Resolution establishing the Tax Increment Financing Plan is approved as shown by the most recent assessment roll for which equalization has been completed at the time the Resolution is adopted. Property exempt from taxation at the time of the determination of the Initial Assessed Value shall be included as zero. Property for which a specific local tax is paid in lieu of property tax shall not be considered exempt from taxation. The Initial Assessed Value of property for which a specific local tax was paid in lieu of property tax shall be determined as provided in Subdivision (c).

“Assessed value” means one of the following:

1. For valuations made before January 1, 1996, the state equalized valuation as determined under the general property tax act, 1893 PA 206, MCL 211.1 to 211.157.
 2. For valuations made after December 31, 1994, the taxable value as determined under section 27a of the General P r o p e r t y Tax Act, 1893 PA 206, MCL 211.27a.
- C. **Specific Local Tax** – means a tax levied under Act 198 of the Public Acts of 1974, being sections 207.551 to 207.571 of the Michigan Compiled Laws, the Commercial Redevelopment Act, Act No. 255 of the Public Acts of 1978, being Section 207.651 to 207.668 of the Michigan Compiled Laws, the Enterprise Zone Act, Act No. 2424 of the Public Acts of 1985, being Sections 125.2101 to 125.2122 of the Michigan Compiled Laws, and the Technology Park Development Act, Act No. 285 of the Public Acts of 1984, being Sections 207.701 to 207.718 of the Michigan Compiled Laws. The Initial Assessed Value or Current Assessed Value of property subject to specific local tax shall be the quotient of the specific local tax paid divided by the ad valorem millage rate.

2. PURPOSE OF THE TAX INCREMENT FINANCING PLAN

The City of Troy's Downtown Development Area wishes to avoid deterioration of its property values. In order to avoid property tax value deterioration and to continue to increase property tax valuations and facilitate the overall economic growth of its Business District, it is deemed to be beneficial and necessary to create and provide for the operation of a Downtown Development Authority in the city under the provisions of Act 197 Public Acts of Michigan, 1975 as amended (the "Act").

The Authority has determined that a Tax Increment Financing Plan is necessary for the achievement of the purposes of the Act and it is authorized to prepare and submit said Plan to the Governing Body. The Tax Increment Financing Plan (the "Plan"), set forth herein shall include a Development Plan, a detailed explanation of the Tax Increment procedure, the maximum amount of bonded indebtedness to be incurred, the duration of the program, the impact of Tax Increment Financing on the assessed values of all taxing jurisdictions in which the Development Area is located and a statement of the portion of the Captured Assessed Value to be used by the Authority.

3. EXPLANATION OF THE TAX INCREMENT PROCEDURE

The theory of Tax Increment Financing holds that investment is necessary and capital improvements in a designated area within a Municipality will result in greater property tax revenues from that area than would otherwise occur if no special development were undertaken. This section is intended to explain the Tax Increment procedure.

A. In order to provide a Downtown Development Authority with the means of financing development proposals, the Act affords the opportunity to undertake Tax Increment Financing or Development Programs. These programs must be identified in a Tax Increment Financing Plan, which has been approved by the Governing Body of a Municipality. Tax Increment Financing permits the Authority to capture incremental tax revenues attributable to increases in value of Real and Personal Property located within an approved Development area. The increases in property value may be attributable to new construction, rehabilitation, remodeling, alterations, additions or any other factors, which cause growth in value.

B. At the time the Resolution establishing a Tax Increment Financing Plan is approved, the sum of the most recently assessed values, as equalized, of those taxable properties located within the Development Area is established as the "Initial Assessed Value." Property exempt from taxation at the time of determination of the Initial Assessed Value is included as zero. In each subsequent year, the total Real and Personal Property within the District, including abated property on separate rolls is established as the "Current Assessed Value."

C. The amount by which the Total Assessed Value exceeds the IAV is the

CAV. During the period in which a Tax Increment financing Plan is in effect, local taxing jurisdictions continue to receive ad valorem taxes based on the IAV. Property taxes paid on a predetermined portion of the CAV in years subsequent to the adoption of a Tax Increment Financing Plan, however, are payable to an Authority for the purposes established in the Tax Increment Financing Plan.

4. TAXING JURISDICTION AGREEMENTS

Tax increment revenues for the Downtown Development authority result from the application of the general tax rates of the incorporated municipalities and all other political subdivisions, which levy taxes in the Development Area to the Captured Assessed Value. Since the Plan may provide for the use of all or part of the captured tax increment revenue, the Downtown Development authority may enter into agreements which any of the taxing units to share a portion of the revenue of the District.

The Authority intends to utilize all captured revenue from the District for projects identified under its Work Program for the duration of this Development Plan and TIF Plan.

5. PROPERTY VALUATIONS AND CAPTURED REVENUE

The property valuation on which incremental tax revenues will be captured is the difference between the Initial Assessed Valuation and the Captured Assessed Valuation. The purpose of this section is to set forth the Initial Assessed Valuation, the projected Captured Assessed Valuation and the anticipated increment revenues to be received by the Authority from the Local Taxing Jurisdictions including the City of Troy, the and any other authorities or special tax districts that may be eligible to levy property taxes within the boundaries of the Downtown Development authority, herein collectively referred to as the "Local Taxing Jurisdictions."

- a) The Initial Assessed Valuation entails that previously established through Tax Increment Financing Plan #1. It is based on the 1993 State Equalized Valuations on Real and Personal Property on all non-exempt parcels within the Development Area. The Initial Assessed Valuation is detailed below:

Total Real Property	\$342,342,400
Total Personal Property	<u>\$ 86,936,130</u>
Initial Assessed Valuation	\$429,278,530

- b) The anticipated Captured Assessed Value is equivalent to the annual total assessed value within the Authority Boundaries less the Initial Assessed Value as described above. The CAV then becomes the basis for the property tax levy on which incremental taxes are collected. The CAV is projected based on a number of factors including historical growth

patterns, recent construction trends, economic indicators and the impact of certain development projects anticipated to be undertaken by the Downtown Development Authority. For projection purposes, the inflationary growth factor applied to annual valuation is 1.0%.

- c) The Authority will receive that portion of the tax levy of all taxing jurisdictions paid each year on the Captured Assessed Value of the eligible property included in the Development Area). Provided the captured tax increment revenues are not directed back to the local taxing jurisdictions by agreement, the Authority may use the revenues for any legal purpose as is established under the Act. Millage specifically levied for the payment of principal of and interest on obligations approved by the Electors or obligations pledging the unlimited taxing power of the Local Governmental Unit shall be captured but reimbursed to the appropriate taxing jurisdictions.

For instance, if the tax rate is 60.00 mills per \$1,000 of assessed valuation, the tax increment will be 60.00 mills applied to the total Captured Assessed Valuation unless tax abatements have been granted to specific industries whereby the tax increment may be collected on a lower millage amount.

The City Treasurer will collect the general property taxes from property owners in the Downtown Area. After taxes are collected, the Treasurer will deduct that portion of the total tax that is captured assessed value of the Downtown Development Authority and distribute them to the authority to use for purposes outlined in the Development Plan.

A review of the 2001 millage rates for all Local Taxing Jurisdictions in the Development Area is as set forth in Table #1 TDDA □ Tax Increment Revenue.

6. MAXIMUM INDEBTEDNESS

Changes to Tax Increment Financing imposed through approval of Proposal A in March 1994 prohibit the use of such revenues for reimbursement of bond indebtedness in projects established after December 31, 1993. The state legislature amended Proposal A to allow for non-school revenues to be used by Downtown Development Authorities to issue bonds.

Effective upon the retirement, redemption or other defeasance of all Outstanding Bonds, the provisions of Section 14(2) of the Plan #1 are amended to conform with the statutory provisions of Act 197, as amended, in effect at the time of the issuance of any future indebtedness of the City, the TDDA or both. The more restrictive provisions in Plan #1 or Plan #2 of the TDDA including, but not limited to, limitations set for the in Section 14(2) of Plan #1 on the percentage and/or amount of TDDA tax increment revenues that may be pledged and restrictions on the total aggregate amount of

borrowing of the TDDA shall be of no further force and effect with respect to such future indebtedness.

7. USE OF CAPTURED REVENUES

Revenues captured through this Tax Increment Finance Plan will be used to finance Work Program Activities outlined in Section 6 of the Development Plan. Captured revenues will be used to pay for costs associated with the operation of this Development Plan.

8. DURATION OF THE PROGRAM

The duration of the Development Plan shall extend through the collection of taxes levied through December of 2033.

9. PLAN IMPACT ON LOCAL TAXING JURISDICTIONS

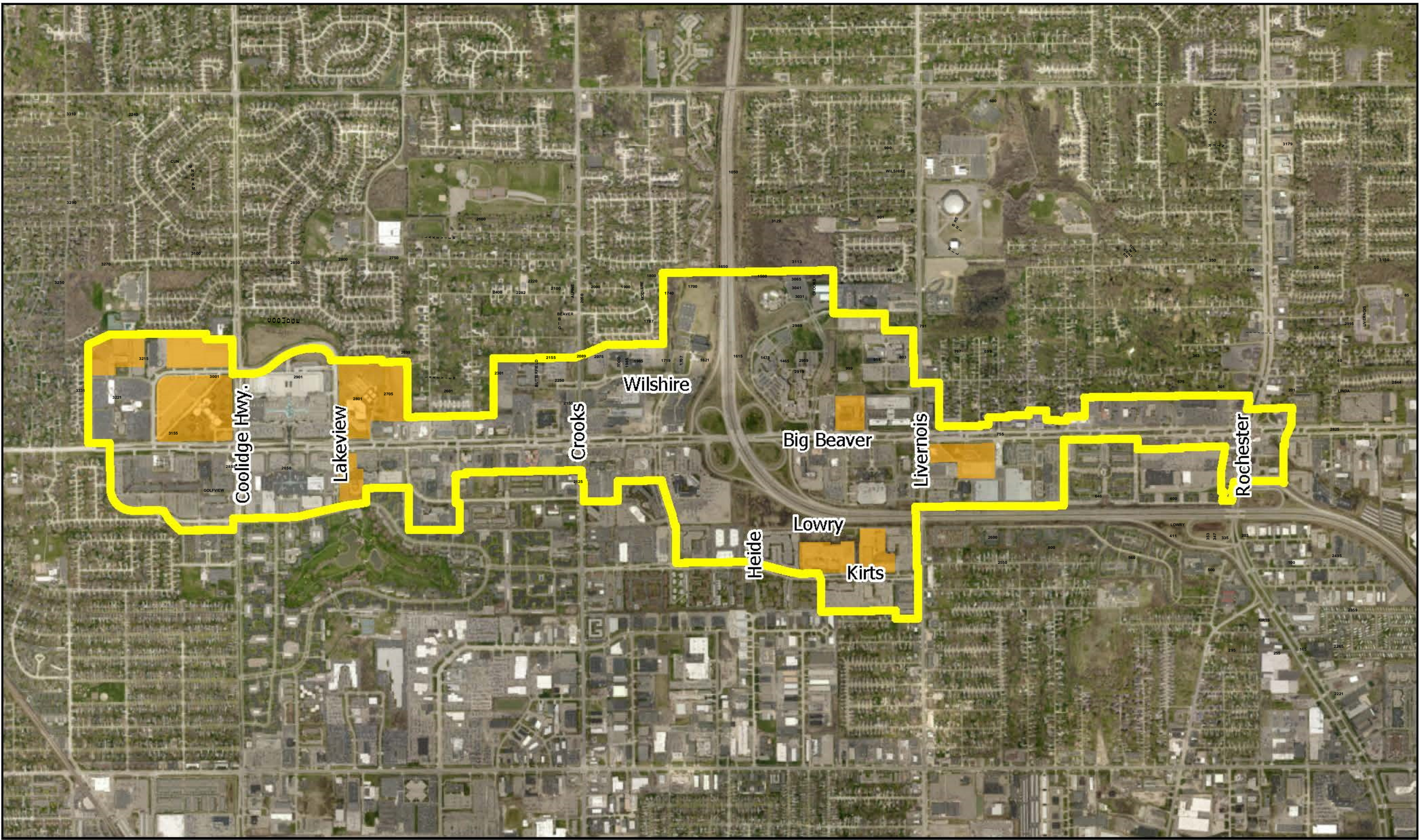
The Authority recognizes that future development in the city's business district cannot be fully achieved in the absence of Tax Increment Financing. The authority also recognizes that enhancement of the value of nearby property will indirectly benefit all Local Governmental Units included in this Plan. It is expected that the effected Local Taxing Jurisdictions will experience some loss of property tax revenues during the Plan but should also realize increased property tax revenues as a result of Capital Improvements financed by the Plan. Such future benefits cannot be accurately quantified at this time.

10. RELEASE OF CAPTURED REVENUES

When the Development and Financing Plans have been accomplished, the captured revenue shall be released and the Local Taxing Jurisdictions shall receive their revenue share due following the date of release.



Troy Downtown Development Authority



Legend
Orange Parcels Excluded From TIF Plan
Yellow DDA Boundary

An electronic public meeting of the Troy Downtown Development Authority was held on Wednesday, April 21, 2021. Chair Alan Kiriluk called the meeting to order at 9:16 AM.

Chair Alan Kiriluk warmly welcomed new DDA member David Stone of Trion Solutions. Chair Alan Kiriluk also recognized and thanked Ward Randol for his years of service to the DDA. Mr. Randol has moved out of the City and has resigned from the board.

Present:	Kiriluk, Alan (Chair)	
	Blair, Tim (Vice Chair)	
	Baker, Mayor Ethan	
	Keisling, Larry	
	Knollenberg, Martin	
	Koza, Kenny	
	MacLeish, Dan	
	Stone, David	
	Tomcsik-Husak, Tara	Arrived 9:45 am
Absent:	Bush, Cheryl	
	Reschke, Ernest	
	Schroeder, Douglas	
Also Present:	Miller, Mark F., <i>Executive Director</i>	
	Bluhm, Lori	
	Bovensiep, Kurt	
	Lapin, Glenn	
	Licari, Nino	
	Maleszyk, Robert, <i>Secretary/Treasurer</i>	
	Michalik, David, <i>Troy IT Dept.</i>	
	Savidant, Brent	

Resolution to Conduct Electronic Meeting

Resolution: DDA-2021-04-01

Moved by: MacLeish
Seconded by: Knollenberg

RESOLVED, that the Troy Downtown Development Authority (DDA) hereby allows all members to participate in public meetings by electronic means as allowed under the Open Meetings Act, based on the Troy City Council's Emergency Declaration of April 12, 2021, since an in person meeting could detrimentally increase exposure of board members and the general public to COVID-19, and would also be difficult to facilitate in light of the Michigan Department of Health and Human Services epidemic orders protecting public health and safety.

Members participating electronically will be considered present and in attendance at the meeting and may participate in the meeting as if physically present. However, members must avoid using email, texting, instant messaging, and other such electronic forms of communication to make a decision or deliberate toward a decision.

RESOLVED, that the Troy Downtown Development Authority hereby establishes public participation rules to provide for two methods by which members of the public can be heard by others during meetings. Email sent to economicdevelopment@troymi.gov and received by 4:00 pm on the day prior to the meeting will be read during the public comment period of the meeting. Voicemail left at 248.524.3314 and received by 4:00 pm on the day prior to the meeting will be played during the public comment period of the meeting. Both email and voicemail public comments will be limited to three minutes each.

Yeas: 9
Absent: 3

Approval of Minutes – January 20, 2021

Resolution: DDA-2021-04-02

Moved by: Knollenberg
Seconded by: MacLeish

RESOLVED, the Troy Downtown Development Authority approves meeting minutes from the January 20, 2021 meeting.

Yeas: 9
Absent: 3

Old Business – None

New Business

- A. Approval of 2021-22 Budget (Presented by Mark F. Miller, Executive Director and Rob Maleszyk, Secretary/Treasurer)

Resolution: DDA-2021-04-03

Moved by: MacLeish
Seconded by: Knollenberg

RESOLVED, the Troy Downtown Development Authority approves the 2021-22 Budget as presented.

Yeas: 9
Absent: 3

- B. DDA Landscaping & I-75/Big Beaver Interchange Improvements

Executive Director Mark F. Miller and Public Works Director Kurt Bovensiep provided an overview. Proposed MDOT landscaping around the Big Beaver and I-75 interchange appears to be inadequate and not up to the standards and image of this prime location. The DDA has expressed a desire to develop a landscape plan for the area, and city management is proceeding in that direction. City management is drafting a Request for Qualifications for a landscape architecture firm to develop a landscape design plan for Big Beaver and the interchange at I-75.

Chair Alan Kiriluk has a copy of the MDOT landscape plan and is able to share it upon request. Board Member Kenny Koza suggested that Orchard Lake Road between 14 Mile Road and Maple Road be looked at as an example of excellent landscaping along a major thoroughfare. Board Member Martin Knollenberg suggested seeking potential earmarks and other funding assistance as required.

- C. DDA Plan Amendments

Executive Director Mark F. Miller and City Attorney/Legal Advisor Lori Bluhm referred to the memo in the packet and provided an overview.

A proposed eighth amendment to the Development Plan and Tax Increment Finance Plan has been prepared for DDA Board consideration. This amendment incorporates the previous plans. This proposed amendment provides more flexibility, in the event that there are available funds that exceed the bond obligations, for a design and implementation of a new landscaping plan and other integrative elements that increase the value of the Downtown Development District.

The amendment also identifies that we expect over 100 residents will be located in the District on or about July 1, 2021. Prior to any action on the proposed amendments, there needs to be at least 20 days advance notice of a City Council public hearing, including notification in the district and in the newspaper.

Resolution: DDA-2021-04-04

Moved by: Knollenberg
Seconded by: Tomcsik-Husak

RESOLVED, the Troy Downtown Development Authority approves the proposed 2021 Amendments to Development Plan and Tax Increment Financing Plan as submitted and refers the action to Troy City Council for consideration.

Yeas: 8
Nays: 1 (Dan MacLeish)
Absent: 3

D. DDA Marketing Strategy

Chair Alan Kiriluk is scheduled to share his thoughts on a DDA Marketing Strategy to city management on April 23, 2021. The proposal will be shared with DDA Board Members as well at an upcoming meeting.

E. Planning and Development Update

Community Development Director Brent Savidant and Economic Development Specialist Glenn Lapin provided an overview of new and continuing development projects in the DDA district. City of Troy and DDA efforts over the past several years have led to a DDA district that contains a broader mix of land uses, puts underutilized surface parking areas into a more productive use and created a denser urban fabric. Future DDA projects currently being considered include the transformation of older, outmoded properties into multi-family housing and mixed uses.

The new owner of the Kelly Services property on W. Big Beaver Road at Crooks, A.F. Jonna Development, continues to work on mixed use plans for the site. A proposal for assistance

through the DDA's Quality Development Initiative to support the construction of a parking structure is expected.

Public Comment

None.

Chair Alan Kiriluk thanked City Assessor Nino Licari for his years of service to the City and to the DDA. Chair Alan Kiriluk wished Mr. Licari well during his retirement years.

The next regular meeting of the TDDA is scheduled for Wednesday October 20, 2021 at 7:30 AM.

Chair Alan Kiriluk



04-22-21

Glenn Lapin, Economic Development Specialist

**CITY OF TROY
OAKLAND COUNTY, MICHIGAN**

**NOTICE OF PUBLIC HEARING REGARDING APPROVAL OF 2021 AMENDMENTS
TO DEVELOPMENT PLAN AND TAX INCREMENT FINANCING PLAN OF THE
DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF TROY**

PLEASE TAKE NOTICE that the Troy City Council will hold a public hearing on Monday, June 28, 2021, at 7:30 p.m. local time, or as soon as possible thereafter, at the Troy City Hall, 500 W. Big Beaver Road in the City. The hearing is to consider public opinion and comment on proposed amendments (the "2021 Plan Amendments") to the Development Plan and Tax Increment Financing Plan (collectively, the "Plan") of the Downtown Development Authority of the City of Troy (the "DDA").

The proposed 2021 Plan Amendments provide more flexibility, in the event that there are available funds that exceed the bond obligations, for a design and implementation of a new landscaping plan and other integrative elements that increase the value of the Downtown Development District.

The plan calls for a reserve to be set aside, so that there is some comfort that there will be sufficient funds to pay off the bonds that the City has backed with its full faith and credit. The amendment also identifies that over 100 residents are expected to be located in the District around July of 2021.

All aspects of the 2021 Plan Amendments will be open for discussion at the public hearing. The Troy City Council will also receive and consider written communications from persons wishing to express an opinion on the 2021 Plan Amendments. Written comments should be addressed to the Troy City Clerk, 500 W. Big Beaver Road, Troy, Michigan 48084, and received by June 25, 2021, or sent by email to PublicComment@troymi.gov, received timely before the meeting.

Watch the Meeting: Anyone can listen to or watch the City Council meeting on the [City's YouTube channel](#) or through the normal cable television channels aired on: WOW (Channel 10), Comcast (Channel 17), or AT&T (Channel 99).

Public Comment: Those who wish to be heard during the public comment period of a regular City Council meeting may do so in one of the following ways: All public comments will be limited to three minutes each.

- **Email:** PublicComment@troymi.gov **received timely before the meeting.**
Timely emails will be read during the public comment period of the City Council meeting.

- **Voicemail:** Leave a voicemail at (248) 524-3302 **by 4:00 PM on the day of the meeting.** Voicemails will be played during the public comment period of the City Council meeting.
- **During the Meeting:** Those who prefer to comment during the City Council meeting may access the meeting *via* Zoom.us.

Zoomlink:

<https://zoom.us/j/93290942961?pwd=aLYvL3FaS1pSUUZ6cGs5SkZ0MU03Zz09>

Passcode: 351071

Or Telephone: Dial (312) 626-6799 **Webinar ID:** 932 9094 2961

Passcode: 351071

International numbers available: <https://zoom.us/j/93290942961?pwd=aLYvL3FaS1pSUUZ6cGs5SkZ0MU03Zz09>

You must enter your email address and your first and last names. Failure to do so may delay when you are recognized by the Chair to comment.

A copy of the 2021 Plan Amendments is available for public inspection at the office of the Troy City Clerk, Troy City Hall, 500 W. Big Beaver Road, Troy, Michigan, during regular business hours.

This notice is given pursuant to the direction of the City Council of the City of Troy.

M. Aileen Dickson, MMC, MiPMC II
Troy City Clerk

NOTICE: *Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk by e-mail at clerk@troymi.gov or by calling (248) 524-3317 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

I-04

CITY COUNCIL AGENDA ITEM

Date: June 23, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Sarah R. Ames, Assistant to the City Manager

Subject: 2021 City Council Meeting Schedule
(Introduced by: Mark F. Miller, City Manager)

History

The City Council approved its calendar year 2021 Regular Meeting schedule on November 9, 2020. The schedule also included two Special Meetings for presentation of the proposed fiscal year 2021-2022 budget in accordance with City Charter Section 8.2.

City staff is working with the Michigan Association of Planning (MAP) to provide training during a joint meeting of the City Council and Planning Commission on Saturday, July 24, 2021. While a Saturday in July is not an ideal time for a special meeting, there is some urgency to conduct training before the master plan kick-off later this summer or fall. The training is too long for a single weeknight meeting and finding one or more dates that are agreeable to all 16 City Council Members and Planning Commissioners seems unlikely. Therefore, City staff recommends proceeding on this date with the understanding not everyone will be able to attend.

City staff is also planning a new event to replace the old "strategic planning" meeting most recently held on February 13, 2020. Again, timing is tricky. City staff believes one daylong meeting is preferable to multiple weeknight meetings and there are only two Saturdays between the City Council's organizational meeting on November 8 and Thanksgiving on November 25. Chanukah (Hanukkah) begins at nightfall on November 28 and ends at nightfall on December 6. Troy School District Winter Recess effectively begins after school on Friday, December 17.

Recommendation

The following Special Meeting date is recommended:

Saturday, July 24, 2021	City Council - Planning Commission Joint Meeting
Saturday, November 13, 2021	Strategic Planning

These meetings will be held at 8:00 AM at the Troy Community Center.



500 West Big Beaver
Troy, MI 48084
troymi.gov

I-05

CITY COUNCIL AGENDA ITEM

Date: June 22, 2021

To: Honorable Mayor and City Council Members

From: Lori Grigg Bluhm, City Attorney

Subject: Chapter 107- Troy Traffic and Motor Vehicle Ordinance

Based on provisions in State law and codes and regulations, the City of Troy adopted the current Chapter 106 as its Traffic Ordinance several years ago. The Ordinance combined all of the different applicable State provisions into one document, and provided local numbers for each violation. The City of Troy is one of only a handful of Southeastern Michigan municipalities that took this extra step decades ago, and it allowed Troy to deviate from the specific State language to be more proactive whenever possible. Since that time, the Uniform Traffic Code has been amended, and the Michigan legislature has passed several amendments to the state statutes, with several more proposals currently pending. Each time the State passes amendments or revisions, the City is required to review and possibly update the Troy ordinances. In an effort to be more efficient, the Troy Police Department has requested the adoption of a new Traffic and Motor Vehicle Ordinance that simply incorporates the Michigan Vehicle Code, the Uniform Traffic Code, the Motor Carrier Safety Act, and/or the recreational vehicle provisions found in the Natural Resources and Environmental Protection Act, along with any amendments or revisions.

With this proposed change, the effective date of any new state law will automatically be the effective date of the Troy Traffic and Motor Vehicle Ordinance. This is especially important, since we expect changes to the State law to address the anticipated High Occupancy Vehicle Lanes traversing through Troy on I-75, as well as proposed changes to commercial vehicle provisions and distracted driving provisions and drunk driving and marijuana provisions.

Our office, in connection with the Troy Police Department, spent a great deal of time reviewing every specific Troy ordinance provision to make sure that our ordinance provisions are addressed in one of the proposed incorporated authorities. Since the current Chapter 106 intermingles these authorities, it was a challenging task. There are some instances where the State authorities deviate slightly from the language found in Chapter 106, and a couple of instances where the Troy Police Department did not determine that the language specific to Troy's ordinance was necessary. There are also other instances where City Administration recommends retaining Troy's specific language, and these provisions are included in the proposed new ordinance.

For the June 14, 2021 Regular City Council Agenda, this proposed new ordinance was presented to the Troy City Council as an informational item. It is now proposed as an action item. City Administration recommends approval.

Special thanks go to Troy Police Chief Frank Nastasi, Captain Andy Satterfield, Lt. Nathan Gobler, Sgt. Justin Novak, Officer Scott Allan, Endrit Fjolla, Chris Huck, Ken Hunter, Gail Parra, Carlo Pizzorni, Bobby Smith, and Brian Warzecha for their diligent work in comparing the previous ordinance provisions against the state law provisions, and in considering the proposed revisions.

CITY OF TROY
AN ORDINANCE TO ADOPT
CHAPTER 107- CITY OF TROY TRAFFIC AND MOTOR VEHICLES ORDINANCE

The City of Troy ordains:

Section 1. Short Title

This Ordinance shall be known and may be cited as Chapter 107- City of Troy Traffic and Motor Vehicles Ordinance.

Section 2. Ordinance

Chapter 107 is adopted as follows:

107.1. Michigan Vehicle Code and Amendments and Revisions Adopted

The Michigan Vehicle Code, 1949 PA 300, MCL 257.1 et. seq., and all future amendments and revisions to the Michigan Vehicle Code, when they are effective in this State, are incorporated and adopted by reference as part of this Ordinance of the City of Troy. The provisions of MCL 257.625 (1)(c) are specifically adopted, in accordance with 2012 PA 7 and the Home Rule Cities Act, MCL 117.1 et. seq.. The Troy City Clerk shall maintain a current copy of the Michigan Vehicle Code.

107.2 Uniform Traffic Code and Amendments and Revisions Adopted

Pursuant to MCL 257.951 et. seq., the Uniform Traffic Code, promulgated by the Michigan Department of State Police pursuant to 1956 PA 62, and all future amendments and revisions to the Uniform Traffic Code, when they are effective in this State, are incorporated and adopted by reference as part of this Ordinance of the City of Troy. The Troy City Clerk shall maintain a current copy of the Uniform Traffic Code.

107.3- Motor Carrier Safety Act and Amendments and Revisions Adopted

The Motor Carrier Safety Act, 1963 PA 181, MCL 480.1 et. seq., and all future amendments and revisions to the Motor Carrier Safety Act, when they are effective in this State, are incorporated and adopted by reference as part of this Ordinance of the City of Troy. The Troy City Clerk shall maintain a current copy of the Motor Carrier Safety Act.

107.4- Motorized Recreational Vehicles Amendments and Revisions Adopted

The Natural Resources and Environmental Protection Act, 1994 PA 451 and specifically Article III, Subchapter 6, Parts 811 and 821, MCL 324.81101 et. seq.

and MCL 324.82101 et. seq., and all future amendments and revisions to these parts of the Motorized Recreational Vehicle provisions of the Natural Resources and Environmental Protection Act, when they are effective in this State, are incorporated and adopted by reference as part of this Ordinance of the City of Troy. The Troy City Clerk shall maintain a current copy of the Motorized Recreational Vehicle provisions of the Natural Resources and Environmental Protection Act.

107.5 Local Authority Designated

Any reference to the local authority or authority having jurisdiction or city shall mean the City of Troy.

107.6 Notice to be Published

The City Clerk shall publish this Traffic and Motor Vehicle Ordinance in the manner required by law, but shall not be required to publish in full all of the State regulatory materials that are incorporated by reference into Troy's Traffic and Motor Vehicle Ordinance. The City Clerk shall indicate in the published notice that current and complete copies of these materials are available to the public and can be inspected or purchased during regular business hours at the City Clerk's office.

107.7 Penalties

The penalties for violations of any Code or Statute or Regulation adopted in this Traffic Ordinance, for which the maximum period of imprisonment exceeds 93 days, shall not be enforced by the City as an ordinance violation, except for a violation of MCL 257.625 (1)(c), which the City adopts by reference in accordance with 2012 PA 7. Violation of MCL 257.625 (1) (c) shall constitute a misdemeanor, punishable by one or more of the following: Community Service for not more than 360 hours; Imprisonment for not more than 180 days; and a fine of not less than 200 dollars or more than 700 dollars.

107.8 Distracted Driving- Violation Constitutes a Civil Infraction

A. "Distracted Driving" means the following:

1. The physical manipulation of any 2-way wireless electronic communication device used for dialing numbers; or scrolling; or typing or entering multiple letters, numbers, symbols, or other text; or the sending, receiving, and reading of any non-voice data in the device while the motor vehicle is in motion on any highway or street or place open to the general public within the City of Troy. As used in this subsection, a wireless 2-way communication device does not include a

global positioning or navigation system that is affixed to the motor vehicle.

2. The physical manipulation or handling of any wireless entertainment or electronic communication device for the purpose of speaking into, or listening to voice data, while the motor vehicle is in motion on any highway or street or place open to the general public within the City of Troy; or
 3. Any action by the driver of a motor vehicle that diverts his or her attention resulting in the failure to use due care and caution in the safe operation of a motor vehicle while the vehicle is in motion on any highway or street or place open to the general public within the City of Troy. Such action can include but is not limited to: eating, reading, writing, performing personal hygiene/ grooming, physical interaction with pets, passengers, or unsecured cargo, any of which is done in a manner that prohibits the driver from maintaining direct physical control of the motor vehicle steering mechanism with at least one hand that is free of all other objects and used entirely to form a controlled grip on the steering mechanism.
- B. A person shall not engage in distracted driving within the City of Troy. A person who violates this section is responsible for a civil infraction.
- C. This section does not apply to a person who is using an electronic communication device to do one or more of the following:
1. Report a traffic accident, medical emergency or serious road hazard.
 2. Report a situation in which the person believes his or her personal safety is in jeopardy.
 3. Report or avert the perpetration or potential perpetration of a criminal act against the individual or another person.
 4. Carry out official duties as a police officer, law enforcement official, member of a paid or volunteer fire department, or operator of an emergency vehicle.

107.9 Registration Plates Required: Violation Constitutes a Civil Infraction

- A. A person shall not operate or park on the streets of the City of Troy any vehicle which is required to be registered pursuant to state law, unless the vehicle bears valid registration plates issued for it.

B. A person who violates this section is responsible for a civil infraction.

107.10 Operation of Vehicle with Unnecessary Noise Prohibited; Violation as Civil Infraction

A. A person shall not operate a motor vehicle with unnecessary noise and shall not start, move, or turn a motor vehicle or apply the brakes or the power on a motor vehicle or in any manner operate the vehicle so as to cause the tires to squeal or the tires or vehicle to make any noise not usually connected with the operation of the motor vehicle, except in case of an emergency.

B. A person who violates this section is responsible for a civil infraction.

107.11- Towing Vehicles on Freeways and Expressways; Violation as Civil Infraction.

A. No disabled motor vehicle shall be towed on any freeway between the hours of 6:00 a.m. and 9:00 a.m. or between the hours of 3:00 p.m. and 7:00 p.m. except that any vehicle disabled on a freeway during such hours may be towed to the nearest ramp and then to the surface streets.

B. A person who violates this section is responsible for a civil infraction.

107.12 Authority To Authorize Issuance of Citations By Persons Other Than Police Officers, and Implementation, Administration and Training of the Program

A. The City of Troy Police Department may implement and administer a program to authorize and utilize persons other than police officers as volunteers to issue citations for the following violations:

1. Parking on a sidewalk.
2. Parking in front of a public or private driveway.
3. Parking within 15 feet of a fire hydrant.
4. Parking on a crosswalk.
5. Parking within 20 feet of a crosswalk or, if there is not a crosswalk, within 15 feet of the intersection of property lines at an intersection of highways.
6. Parking at a place where an official sign prohibits stopping or parking.
7. Parking in a space reserved for use by disabled persons.
8. Parking in an access aisle or access lane immediately adjacent to a space designated for parking by persons with disabilities.

9. Parking in violation of an official sign restricting the period of time or manner of parking.
10. Parking in a space or in a manner that blocks access to a fire lane.

B. Before authorizing and utilizing persons other than police officers to issue citations, the Troy Police Department shall implement a program to train the persons to properly issue citations, of which not less than 8 hours shall be in parking enforcement, conducted by the Troy Police Department. A person who successfully completes a program of training implemented under this Section may issue citations as provided in this Section as authorized by the Troy Chief of Police or his/her designee.

Section 3. Repeal

All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 4. Savings

All proceedings pending, and all rights and liabilities existing, acquired or incurred, at the time this Ordinance takes effect, are hereby saved. Such proceedings may be consummated under and according to the ordinance in force at the time such proceedings were commenced. This ordinance shall not be construed to alter, affect, or abate any pending prosecution, or prevent prosecution hereafter instituted under any ordinance specifically or impliedly repealed or amended by this ordinance adopting this penal regulation, for offenses committed prior to the effective date of this ordinance; and new prosecutions may be instituted and all prosecutions pending at the effective date of this ordinance may be continued, for offenses committed prior to the effective date of this ordinance, under and in accordance with the provisions of any ordinance in force at the time of the commission of such offense.

Section 5. Severability Clause

Should any word, phrase, sentence, paragraph or section of this Ordinance be held invalid or unconstitutional, the remaining provision of this ordinance shall remain in full force and effect.

Section 6. Effective Date

This Ordinance shall become effective ten (10) days from the date hereof or upon publication, whichever shall later occur.

This Ordinance is enacted by the Council of the City of Troy, Oakland County, Michigan, at a Regular Meeting of the City Council held at City Hall, 500 W. Big Beaver, Troy, MI, on the _____ day of _____, _____.

Ethan D. Baker, Mayor

M. Aileen Dickson, MMC, City Clerk



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEMS

Date: June 22, 2021

To: Honorable Mayor and City Council Members

From: Lori Grigg Bluhm, City Attorney

Subject: Proposed Consolidated and Codified Downtown Development Authority Ordinance

A proposed Eighth Amendment to the Troy Downtown Development Authority’s Development Plan and Tax Increment Financing Plan is scheduled for public hearing for June 28, 2021. If City Council approves the proposed amendment, there needs to be a corresponding amendment to the Downtown Development Authority Ordinance, since it’s required by the State Statute.

In 1993, when Troy’s Downtown Development Authority was created, the City accomplished the statutory mandate by passing Special Ordinances 78 and 80. Although this was an acceptable procedure, these Special Ordinances were not officially incorporated into the City’s Code of Ordinances. As a result, persons could not access these ordinances through the City’s website, and instead needed to obtain a copy through the City Clerk’s office.

With the anticipated need for Downtown Development Authority ordinance amendments, it was a perfect opportunity to consolidate and codify Special Ordinances 78 and 80 into a new Chapter in the City’s Code of Ordinances. Since there are existing Chapters 78 and 80 in Troy’s Code of Ordinances, and it made the most sense to include these provisions with other business regulations, City Administration proposes to create a new Chapter 58.

The proposed Chapter 58 Ordinance essentially mirrors the language from Special Ordinance 78 and 80, with the exception that the previous section requiring annual reporting to the State has been deleted, since this is no longer required by State Statute. Additionally, the citations to the public act and the state statute are updated to reflect the changes brought by the Michigan Legislature’s Re-codified Tax Increment Financing Act, which resulted in new statutory section numbers and a new public act citation for the Downtown Development Authority’s provisions.

In addition to these minor modifications, there is a proposed amendment that recognizes the proposed eighth amendment to the Development Plan and Tax Increment Financing Plan. Also, since City Administration anticipates that there will be over 100 residents in the Downtown District this summer, the proposed new ordinance creates an advisory Development Area Citizens Council, which would now be required under State law.

Since these are the only proposed modifications, this item is being presented to City Council as a proposed action item that corresponds with City Council action on the proposed revised Development Plan and Tax Increment Financing Plan.

CITY OF TROY
AN ORDINANCE TO CONSOLIDATE, AMEND, AND CODIFY SPECIAL
ORDINANCES 78 AND 80 AS A NEW ORDINANCE
CHAPTER 58- CITY OF TROY DOWNTOWN DEVELOPMENT AUTHORITY
ORDINANCE

The City of Troy ordains:

Section 1. Short Title

This Ordinance shall be known and may be cited as a consolidation, amendment and codification of Special Ordinance 78 and 80, initially approved on December 13, 1993, into a new Ordinance Chapter 58- City of Troy Downtown Development Authority Ordinance.

Section 2. Adoption of Consolidated Ordinance and Amendment

Chapter 58 is hereby adopted as follows:

58.01. Title.

This Ordinance shall be known as the "Downtown Development Authority Ordinance" of the City of Troy.

58.02. Determination of Necessity; Purpose.

As of December 13, 1993, the Troy City Council determined that it was necessary for the best interests of the public to create a public body corporate which shall operate to halt property value deterioration, eliminate the causes of that deterioration, increase property tax valuation where possible in the business district of the City, and promote economic growth, pursuant to Act 197 of the Public Acts of Michigan, 1975, as amended, which was subsequently codified in Act 57 of the Public Acts of Michigan 2018, as amended. .

58.03. Definitions.

The terms used in this ordinance shall have the same meaning as given to them in Act 57 (MCL 125.4201 et. seq.) or as hereinafter in this section provided unless the context clearly indicates to the contrary.

As used in this ordinance:

"Authority" means the Downtown Development Authority of the City of Troy.

"Act 57" means Act 57 of the Public Acts of Michigan, 2018 (MCL 125.4201 et. seq.) as amended, which was part of the Re-codified Tax

Increment Financing Act (part 2), and was previously Act 197 of the Public Acts of Michigan, 1975, as amended.

“Board” or “Board of Directors” means the Board of Directors of the Authority, the governing body of the Authority.

“Chief Executive Officer” means the Mayor of the City.

“City” means the City of Troy, Michigan.

“Council” or “City Council” means the City Council of the City.

“Downtown District” means the downtown district designated by this ordinance, as now existing or hereafter amended, and within which the Authority shall exercise its powers.

58.04. Creation of Authority.

On December 13, 1993, a Downtown Development Authority for the City was created by ordinance, in conformance with the governing state statute. The Authority is a public body corporate and shall be known and exercise its powers under title of the “Downtown Development Authority of the City of Troy.” The Authority may adopt a seal, may sue and be sued in any court of this State and shall possess all of the powers necessary to carry out the purposes of its incorporation as provided by this ordinance or in Act 57. The enumeration of a power in this ordinance or in Act 57 shall not be construed as a limitation upon the general powers of the Authority.

58.05. Termination.

On December 31, 2033, or upon the retirement of all bonded indebtedness issued either by the City or the Authority pursuant to Act 57, whichever shall later occur, the Authority shall be dissolved by the Council. The property and assets of the Authority, after dissolution and satisfaction of its obligations pursuant to Act 57, shall revert to the City.

58.06. Description of Downtown District.

The Downtown District shall consist of the territory in the City described in Exhibit A, attached hereto and made a part hereof, subject to such changes as may hereinafter be made pursuant to this ordinance and Act 57.

58.07. Board of Directors.

The Authority shall be under the supervision and control of the Board. The Board shall consist of the Mayor and twelve (12) members. Members shall be

appointed by the Chief Executive Officer, subject to approval by the Council. Not less than a majority of its members shall be persons having an interest in property located in the Downtown District or an officer, member or principal of a legal entity with an interest in property in the Downtown District. At least one member shall be a resident of the Downtown District once there are at least 100 persons residing in the Downtown District. Terms of office shall be four years. A member shall hold office until the member's successor is appointed and qualified. Before assuming the duties of office, a member shall qualify by taking and subscribing to the constitutional oath of office. An appointment to fill a vacancy shall be made by the Chief Executive Officer for the unexpired term subject to approval by the Council. Members of the Board shall serve without compensation, but shall be reimbursed for actual and necessary expenses. The chairperson of the Board shall be elected by the Board. The Boards shall adopt Bylaws governing its procedures subject to the approval of the Council. In the event that the Board determines to employ a Director of the Authority, such Director shall furnish a bond in a penal sum as determined by the Authority payable to the Authority for use and benefit of the Authority and shall file the same with the City Clerk of the City.

58.08. Powers of Authority.

Except as specifically otherwise provided in this ordinance, the Authority shall have all powers provided by law subject to the limitations imposed by law and herein.

58.09. Fiscal Year; Adoption of Budget.

- (a) The fiscal year of the Authority shall begin on July 1st of each year and end on June 30th of the following year, or such other fiscal year as may hereafter be adopted by the Council.
- (b) The **Executive Director** shall prepare annually a budget which shall be approved by the Board and submitted in the manner provided by the City Charter.
- (c) The Authority shall submit financial reports to the Council and shall be audited annually in the manner provided by the City Charter.

58.10. Downtown Development Plan and Tax Increment Financing Plan

- (a) The Plan and the carrying out of the projects described therein each constitutes a public purpose and is in the best interests of the City and the citizens of the City.
- (b) The "development plan" portion of the Plan meets the mandatory requirements of Section 217 of Act 57, MCL 125.217.

- (c) The “tax increment financing plan” portion of the Plan meets the mandatory requirements of Sections 214 and 215 of Act 57, MCL 125.214.
- (d) The proposed method of financing described in the Plan is feasible, and the Authority has the ability to arrange the financing described in the Plan.
- (e) The development described in the Plan is reasonable and necessary to carry out the purposes of Act 57.
- (f) The Plan is in reasonable accord with the Master Plan of the City.
- (g) The services such as fire, police and utilities will be adequate to serve the Development Area.
- (h) No changes in zoning are necessary for the proposed development.
- (i) Any changes in streets, street levels, intersections and utilities contemplated in the Plan are reasonably necessary for the proposed development and for the City.

58.11. Approval and Adoption of the Development Plan and Tax Increment Financing Plan.

The Development Plan and Tax Increment Financing Plan were initially adopted in accordance with the governing state statute. The Development Plan and the Tax Increment Financing Plan were subsequently approved and adopted, in accordance with the governing state statute, as follows:

Development Plan #1- Adopted April 18, 1995
Development Plan #2- Adopted September 28, 1998
Development Plan #3- Adopted February 7, 2000
Development Plan #4- Adopted August 5, 2002
Development Plan #5- Adopted December 16, 2002
Development Plan #6- Adopted June 4, 2007
Development Plan #7- Adopted August 12, 2013
Development Plan #8- Adopted July 24, 2017
Development Plan #9- Adopted June 28, 2021

A copy of the Development Plan and Tax Increment Financing Plan, as amended and adopted, shall be maintained on file in the City Clerk’s office.

58.12. Establishment of Project Fund; Approval of Depository.

The treasurer of the Authority shall establish a separate fund which shall be kept in a depository bank account or accounts in a bank or banks approved by the Treasurer of the City, to be designated *Downtown Development Authority Project Fund*. All moneys received by the Authority pursuant to the Plan shall be deposited in the Project Fund. All moneys in the Project Fund and earnings thereon shall be used only in accordance with the Plan.

58.13. Use of Moneys in the Project Fund.

The moneys credited to the Project Fund and on hand therein from time to time shall be used annually in the manner proved in the Development and Tax Increment Financing Plan.

58.14. Responsibility for Expenditures That Exceed Project Fund.

In the event the City or any agency of the City issues obligations on behalf of the Authority, and the City is required in any fiscal year to pay out of its general fund any portion of the debt service on such an obligation, the Authority shall be required to reimburse fully the City from its available funds (but only after the set aside for debt service for any fiscal year has been met).

58.16. Refund of Surplus Tax Increments.

Any surplus money in the Project Fund at the end of a year not held for payments required to be made on outstanding obligations of the Authority or the City or otherwise held as required pursuant to the Development and Tax Increment Financing Plan, as shown by the annual report of the Authority, shall be paid by the Authority to the City Treasurer or the County Treasurer, as the case may be, and rebated by each to the appropriate taxing jurisdiction pro rata.

58.17. Development Area Citizens Council.

After the Executive Director confirms that at least 100 persons reside in the Downtown District, a Development Area Citizens Council is created, in accordance with the provisions of Act 57, MCL 125.221 et. seq.. Once established, the Troy City Council shall appoint nine residents of the Downtown District to serve on the Development Area Citizens Council. The Development Area Citizens Council shall serve in an advisory role to the Board and to Council in the adoption of or amendment of Development Plans or Tax Increment Financing Plans.

Section 3. Repeal

All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 4. Savings

All proceedings pending, and all rights and liabilities existing, acquired or incurred, at the time this Ordinance takes effect, are hereby saved. Such proceedings may be consummated under and according to the ordinance in force at the time such proceedings were commenced. This ordinance shall not be construed to alter, affect, or abate any pending prosecution, or prevent prosecution hereafter instituted under any ordinance specifically or impliedly repealed or amended by this ordinance adopting this penal regulation, for offenses committed prior to the effective date of this ordinance; and new prosecutions may be instituted and all prosecutions pending at the effective date of this ordinance may be continued, for offenses committed prior to the effective date of this ordinance, under and in accordance with the provisions of any ordinance in force at the time of the commission of such offense.

Section 5. Severability Clause

Should any word, phrase, sentence, paragraph or section of this Ordinance be held invalid or unconstitutional, the remaining provision of this ordinance shall remain in full force and effect.

Section 6. Effective Date

This Ordinance shall become effective ten (10) days from the date hereof or upon publication, whichever shall later occur.

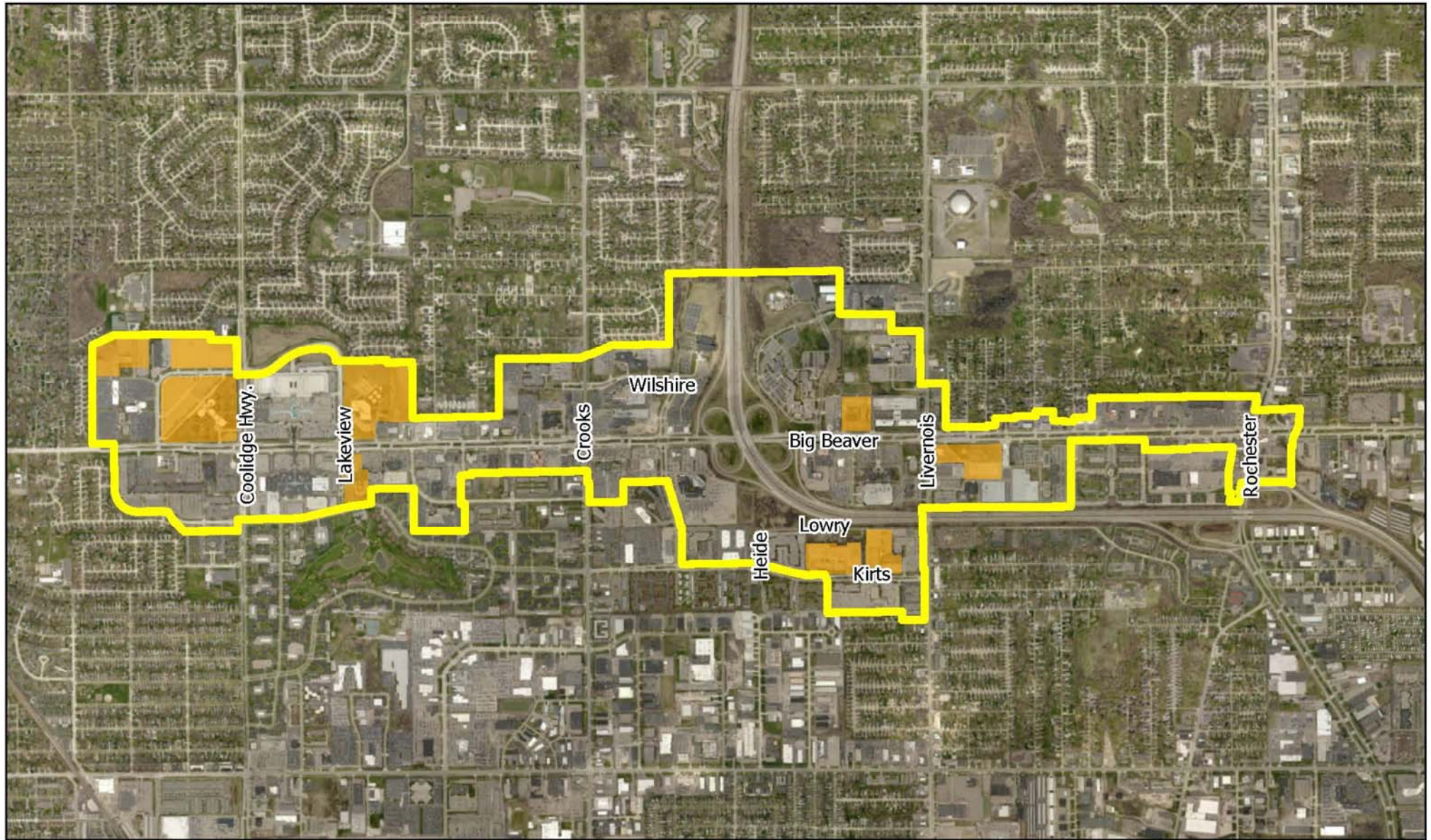
This Ordinance is enacted by the Council of the City of Troy, Oakland County, Michigan, at a Regular Meeting of the City Council held at City Hall, 500 W. Big Beaver, Troy, MI, on the _____ day of _____, _____.

Ethan D. Baker, Mayor



M. Aileen Dickson, CMC, City Clerk



Troy Downtown Development Authority



Legend

-  Parcels Excluded From TIF Plan
-  DDA Boundary





CITY COUNCIL AGENDA ITEM

Date: June 22, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Lisa Burnham, Controller
Frank Nastasi, Chief of Police
Thomas Gordon, Police Captain
Russell Harden, Police Lieutenant
Emily Frontera, Purchasing Manager

Subject: Bid Waiver - Sole Source – Axon Body-Worn Cameras, In-Car Cameras and Tasers – Police Department

History

- The Police Department has identified the need to outfit our sworn Police Officers with body-worn cameras. The body-worn cameras will support our transparency efforts, increase public confidence, mitigate liabilities and enhance Officer safety.
- The Police Department's in-car cameras are 12 years old and need to be upgraded to be compatible with the body-worn cameras and software upgrades.
- The Police Department's tasers are 7 years old and are past their warranty and manufacturer 5-year recommended life cycle. As an electronic less than lethal device, they degrade over time and become less reliable.
- During the City 2021/22 budget process, a capital project was approved to purchase 115 new body-worn cameras, 115 tasers and 44 in-car cameras.
- The Police Department worked with 3 separate vendors testing their body-worn cameras in the field. The products and features were evaluated against a standard set of criteria and the data was collected, analyzed and then compared against each other.
- The proposed Axon platform was clearly the best option for the Police Department for adding body-worn cameras and replacing in-car cameras and tasers as a one package system.
- Axon's Digital Evidence Management System provides a network of equipment and software that includes fully integrated in-car cameras, body-worn cameras, next generation tasers, and a cloud based digital evidence storage and management system.
- In addition to the unlimited evidence cloud storage, the system is equipped with redaction software allowing for ease in producing digital evidence for court proceedings and to fulfill FOIA requests.
- The Axon system allows for live streaming of video in real time and GPS capabilities that enhance command awareness and Officer safety.
- The Axon system is currently in use by the Royal Oak, Madison Heights, and Southfield Police Departments. Contact was made with these agencies regarding their satisfaction with the Axon system, their customer support and quality of products, all with positive feedback.



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CITY COUNCIL AGENDA ITEM

Purchasing

- *Axon Enterprises Inc. of Scottsdale, AZ* is the manufacturer and provider of the Axon brand products and Axon Evidence Data Management Solutions, in addition to the sole distributor and retailer of all TASER brand products.
- The Axon system is based on a 5-year contract that provides the use of Evidence.com software and cloud storage, and the purchase of 115 tasers, 115 body-worn cameras and 44 in-car cameras. It includes warranties on all products and provides service support through the life of the contract. At the term of the contract, a new contract would be required and all electronic equipment will be replaced with new updated products.
- The purchase of 115 tasers, 115 body cameras and 44 in-car cameras (2-camera kit) will outfit all Sworn Police personnel with a taser and body-worn camera and the Police marked vehicle fleet.
- Migrating to a cloud storage via the Evidence.com platform eliminates the need to maintain the existing server for in-car video storage and negate the need to upgrade our servers for the additional video storage required for body-worn cameras.
- The estimated total cost of the Axon Digital Evidence Management System is \$1,507,677.30 as detailed in the attached proposal (Attachment 1). The total cost is divided over a 5-year period and includes a trade-in value of \$20,700 for current tasers and a \$103,684.70 discount for signing the Master Services and Purchase Agreement before July 1, 2021 (Attachment 2).
- The Axon contract includes installation and fielding, training support for end users, technical personnel, and warranty and service support for the system.
- Based on market research, testing and evaluation of the product and the feedback from agencies currently using the Axon system, the Police Department staff firmly believes this is the most efficient and effective system to accomplish all of the City of Troy's Police Department needs.
- It is in the best interest of the City to waive the bid process in order to purchase this sole source system that fully integrates tasers, body-worn cameras and in-car camera data collection. No other system has one integrated system to centrally collect and store video evidence from these separate components.
- A summary of payments is detailed below:

Payment	Amount (USD)
Year 1- BWC	248,580.30
Year 1- Fleet	86,889.00
Year 2	293,052.00
Year 3	293,052.00
Year 4	293,052.00
Year 5	293,052.00
Grand Total	1,507,677.30



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CITY COUNCIL AGENDA ITEM

Financial

The payment for the first year is available in Police Department Forfeiture Fund for the 2022 fiscal year. Payments for future years will be approved through the annual budget process and dependent on the availability of Forfeiture Funds. Capital Funds may need to be utilized in future fiscal years.

Recommendation

City Management recommends, in the best interest of the City, to waive the bid process and award a five (5) year contract to *Axon Enterprise, Inc. of Scottsdale, AZ* with the option to renew for an additional five (5) years for the Digital Evidence Management System, a fully integrated sole source system with cloud storage, service and support for 115 tasers, 115 body-worn cameras and 44 in-car cameras (2-camera kit) for an estimated annual amount of \$335,469.30 in year one and, \$293,052.00 for years two through five, for an estimated grand total amount of \$1,507,677.30 as detailed in the attached proposal.

Legal Review

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



AXON

Troy Police Dept. - MI

AXON SALES REPRESENTATIVE
Geoff Matthews

gmatthews@axon.com

ISSUED
5/20/2021



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-288718-44340.771GM

Issued: 05/20/2021

Quote Expiration: 06/30/2021

Account Number: 114230

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Geoff Matthews

Phone:

Email: gmatthews@axon.com

Fax:

PRIMARY CONTACT

Russel Harden

SHIP TO

Russel Harden
Troy Police Dept. - MI
500 W. BIG BEAVER ROAD
Troy, MI 48084
US

BILL TO

Troy Police Dept. - MI
500 W. BIG BEAVER ROAD
Troy, MI 48084
US

Year 1- BWC

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	115	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	115	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	1,150	0.00	0.00	0.00
73739	PERFORMANCE LICENSE	60	115	0.00	0.00	0.00
73680	RESPOND DEVICE PLUS LICENSE	60	115	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	15	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	5	0.00	0.00	0.00
73682	AUTO TAGGING LICENSE	60	115	0.00	0.00	0.00
Hardware						
70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P		115	0.00	0.00	0.00
73202	AXON BODY 3 - NA10		115	699.00	0.00	0.00
11501	RIGHT-HAND HOLSTER, X26P, BLACKHAWK		25	0.00	0.00	0.00
11504	LEFT-HAND HOLSTER, X26P, BLACKHAWK		90	0.00	0.00	0.00
11002	BLACK X26P CEW, HANDLE		115	0.00	0.00	0.00
11004	WARRANTY, 4 YEAR, X26P		115	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		115	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		115	0.00	0.00	0.00
75015	SIGNAL SIDEARM KIT		115	249.00	194.22	22,335.30

Year 1- BWC (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		230	0.00	0.00	0.00
Other						
73818	OSP STANDARD BUNDLE	60	115	0.00	0.00	0.00
73807	OSP STANDARD PAYMENT	12	115	1,308.00	1,308.00	150,420.00
73827	AB3 CAMERA TAP WARRANTY	60	115	0.00	0.00	0.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		15	0.00	0.00	0.00
73836	PERFORMANCE LICENSE PAYMENT	12	115	108.00	108.00	12,420.00
73666	RESPOND DEVICE PLUS PAYMENT	12	115	228.00	228.00	26,220.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	5	468.00	468.00	2,340.00
73835	AUTO TAGGING LICENSE PAYMENT	12	115	108.00	108.00	12,420.00
Services						
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE		1	0.00	0.00	0.00
85055	AXON FULL SERVICE		1	17,000.00	0.00	0.00
					Subtotal	226,155.30
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	226,155.30

Year 1- Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, ACCESS	59	88	0.00	0.00	0.00
80400	FLEET, VEHICLE LICENSE, ACCESS	59	44	0.00	0.00	0.00
Hardware						
72036	FLEET 3 STANDARD 2 CAMERA KIT		44	0.00	0.00	0.00
11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD		44	0.00	0.00	0.00
71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL		44	0.00	0.00	0.00
74110	FLEET ETHERNET CABLE, CAT6, 25 FT		44	0.00	0.00	0.00

Year 1- Fleet (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
80425	TAP, FLEET 3, 2 CAMERA KIT, 1 REFRESH ACCESS		44	0.00	0.00	0.00
80458	FLEET 3 BASIC WITH TAP PAYMENT	11	44	1,859.00	1,859.00	81,796.00
No Custom Triggers	No Custom Triggers (Declined)		44	0.00	0.00	0.00
80461	FLEET 3 BASIC WITH TAP TRUE UP	1	44	115.75	115.75	5,093.00
Services						
74063	FLEET 2 NEW INSTALLATION (PER VEHICLE)		44	0.00	0.00	0.00
					Subtotal	86,889.00
					Estimated Tax	0.00
					Total	86,889.00

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		3	0.00	0.00	0.00
11004	WARRANTY, 4 YEAR, X26P		3	0.00	0.00	0.00
11002	BLACK X26P CEW, HANDLE		3	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		3	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		3	0.00	0.00	0.00
Other						
73827	AB3 CAMERA TAP WARRANTY	12	3	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73807	OSP STANDARD PAYMENT	12	115	1,308.00	1,308.00	150,420.00
73836	PERFORMANCE LICENSE PAYMENT	12	115	108.00	108.00	12,420.00
73666	RESPOND DEVICE PLUS PAYMENT	12	115	228.00	228.00	26,220.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	5	468.00	468.00	2,340.00
73835	AUTO TAGGING LICENSE PAYMENT	12	115	108.00	108.00	12,420.00

Year 2 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
80458	FLEET 3 BASIC WITH TAP PAYMENT	12	44	2,028.00	2,028.00	89,232.00
					Subtotal	293,052.00
					Estimated Tax	0.00
					Total	293,052.00

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73807	OSP STANDARD PAYMENT	12	115	1,308.00	1,308.00	150,420.00
73309	AXON CAMERA REFRESH ONE		115	0.00	0.00	0.00
73309	AXON CAMERA REFRESH ONE		3	0.00	0.00	0.00
73836	PERFORMANCE LICENSE PAYMENT	12	115	108.00	108.00	12,420.00
73666	RESPOND DEVICE PLUS PAYMENT	12	115	228.00	228.00	26,220.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	5	468.00	468.00	2,340.00
73835	AUTO TAGGING LICENSE PAYMENT	12	115	108.00	108.00	12,420.00
80458	FLEET 3 BASIC WITH TAP PAYMENT	12	44	2,028.00	2,028.00	89,232.00
					Subtotal	293,052.00
					Estimated Tax	0.00
					Total	293,052.00

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73807	OSP STANDARD PAYMENT	12	115	1,308.00	1,308.00	150,420.00
73836	PERFORMANCE LICENSE PAYMENT	12	115	108.00	108.00	12,420.00
73666	RESPOND DEVICE PLUS PAYMENT	12	115	228.00	228.00	26,220.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	5	468.00	468.00	2,340.00
73835	AUTO TAGGING LICENSE PAYMENT	12	115	108.00	108.00	12,420.00
80458	FLEET 3 BASIC WITH TAP PAYMENT	12	44	2,028.00	2,028.00	89,232.00
					Subtotal	293,052.00
					Estimated Tax	0.00
					Total	293,052.00

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73807	OSP STANDARD PAYMENT	12	115	1,308.00	1,308.00	150,420.00
73310	AXON CAMERA REFRESH TWO		115	0.00	0.00	0.00
73310	AXON CAMERA REFRESH TWO		3	0.00	0.00	0.00
73836	PERFORMANCE LICENSE PAYMENT	12	115	108.00	108.00	12,420.00
73666	RESPOND DEVICE PLUS PAYMENT	12	115	228.00	228.00	26,220.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	5	468.00	468.00	2,340.00
73835	AUTO TAGGING LICENSE PAYMENT	12	115	108.00	108.00	12,420.00
73335	FLEET CAMERA REFRESH (ONE FRONT AND ONE REAR)		44	0.00	0.00	0.00
80458	FLEET 3 BASIC WITH TAP PAYMENT	12	44	2,028.00	2,028.00	89,232.00
Subtotal						293,052.00
Estimated Tax						0.00
Total						293,052.00
Grand Total						1,507,677.30

Discounts (USD)

Quote Expiration: 06/30/2021

List Amount	1,611,362.00
Discounts	103,684.70
Total	1,507,677.30

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1- BWC	248,580.30
Year 1- Fleet	86,889.00
Spares	0.00
Year 2	293,052.00
Year 3	293,052.00
Year 4	293,052.00
Year 5	293,052.00
Grand Total	1,507,677.30

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions) and the **Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience** (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. **The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA.** In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (Or write N/A):	_____		

Please sign and email to Geoff Matthews at gmatthews@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Fleet In-Car Recording Platform




This document details a proposed system design

Agency Created For: Troy Police Department

Sold By: Geoff Matthews

Installed By: Axon Professional Services

VEHICLE OVERVIEW

SITE NAME	CUSTOMER NAME
Headquarters	Troy Police Department
<div> <div> Total Configured Vehicles <ul style="list-style-type: none"> 44 Total Vehicles with this Configuration </div> <div> Video Capture Sources <ul style="list-style-type: none"> 88 Total Cameras Deployed 1 Fleet Hub(s) Per Vehicle </div> <div> Mobile Data Terminal Per Vehicle <ul style="list-style-type: none"> 1 Located In Each Vehicle </div> <div> Mobile Router Per Vehicle <ul style="list-style-type: none"> 1 IBR900-1200M-B </div> <div> Offload Mechanism <ul style="list-style-type: none"> 4G LTE Cellular </div> <div> Evidence Management System <ul style="list-style-type: none"> Evidence.com </div> </div> <div>  <p>Axon Camera</p>  <p>Fleet Hub</p>  <p>In-Car Router</p> </div>	

SYSTEM CONFIGURATION DETAILS

The following sections detail the configuration of the Axon Fleet In-Car System

Vehicle Hardware

Vehicle Hardware	2	Axon Fleet Cameras will be installed in each vehicle
	1	Axon Fleet Hub will be installed in each vehicle
	1	5-in-1 Antenna will be installed in each vehicle
	1	3-in-1 Antenna will be installed in each vehicle
	1	IBR900-1200M-B router will be installed in each vehicle
Signal Activation Methods	5	Triggers will be configured per vehicle
	The following devices will be configured for Signal activation: Light-Bar, Crash, Speed, Gun Lock, Siren. When triggered, the Axon Signal technology in the Fleet 3 Hub will activate the recording mechanism for all configured Axon cameras within Bluetooth range of the vehicle.	
Mobile Data Computer	Each vehicle will be equipped with a Mobile Data Computer provided by the customer, which meets or exceeds the specifications provided by Axon.	
Mobile Data Computer Requirements	<p>Operating System: Windows 7 SP1 or Windows 10 (version 1909 or higher) - x32 or x64 with the most current service packs and updates</p> <p>Hard Drive: Must have 25GB+ of free disk space</p> <p>RAM/Memory: for x32: 4GB for x64: 8GB or greater</p> <p>Ethernet Port: It is recommended that the MDC have one dedicated and available Ethernet port reserved for an Ethernet cable from router. The Ethernet port can be located on an electronic and stationary mobile docking station. If a docking station is used, it is the preferred location for the Ethernet port.</p> <p>Wi-Fi Card: If the MDC is not connected to the router via Ethernet LAN, a WiFi card is required in the MDC. In this case, the WiFi card should meet or exceed the router's minimum WiFi radio compatibility requirements.</p>	

Additional Considerations	The Cradlepoint router includes the antenna(s) and Cradlecare. For agencies that use a VPN, Axon traffic must be passed through; such that it does not use the VPN tunnel. Customer must provide IT and / or Admin resources at time of installation to ensure data routing if functional for Axon Fleet operation.	
	In the event an Agency is unable to support the IT requirements associated with the installation, Axon reserves the right to charge the Agency for additional time associated with on -site work completed by an Axon Personnel.	
Hardware Provisioning	Agency will provide the following router for all vehicles:	IBR900-1200M-B
	The customer will provide an MDC for each vehicle.	
	If the customer chooses to provide their own SIM, they must be activated and available at time of installation	
SIM Location	SIM will be located in router and can be inserted in router by Cradlepoint if carrier is specified by agency.	

4G / Cellular Offload Considerations

Network Considerations	The IBR900-1200M-B will be the connection which allows 4G upload of recorded video	
	The customer will ensure that their cellular contract does not allow for data throttling, or service denial, once a set data threshold is met. Throttling or denial of service will negatively affect Fleet upload capabilities.	

Network Consideration Agreement

Network Consideration Agreement	Customer acknowledges the minimum requirements for the network to support this Statement of Work.	
	Axon employees performing services under this SOW are CJIS certified.	
	If the network provided by Customer does not meet the minimum requirements, or in the event of a requested change in scope of the project, a Change Order will be required and additional fees may apply. Additional fees would also apply if Axon is required to extend the installation time for reasons caused by the customer or the customer network accessibility.	

Professional Services & Training

Project Management	<p>Axon will assign a Project Manager that will provide the expertise to execute a successful Fleet camera deployment and implementation. The Project Manager will have knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with the customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables.</p>
Vehicle Installation	<p>Customer agrees to have the above mentioned number of intended vehicles available at the time of deployment.</p> <p>Axon will be performing the installation of all Axon Fleet vehicle hardware. Installation services included with Axon Fleet system include a "clip" and removal of existing in-car system hardware, if applicable. This does not include "full removal" of existing wiring. A "full removal" of all existing hardware and wiring is subject to additional fees. Axon provides basic Fleet operation overview to the customer lead and/or Admin at the time of install.</p> <ul style="list-style-type: none"> ○ It is necessary to differentiate between the type of equipment removal to be provided by Axon. Standard Fleet Installation includes hardware removal in a fashion considered "Clip" which means Axon cuts the wires from the old system without removing multiple panels, removing all wiring and parts from the old system. In the case Axon removes the hardware Axon is not responsible for the surplus of hardware or any devices that may have been physically integrated with the removed system. In some situations, radar systems are integrated with the in-car video system and have a cable that connects to the system, if Axon removes the old in car system then Axon is not responsible for the radar system as part of the removal. ○ A "Rip" removal should be contracted through ProLogic directly. The Rip would be similar to a complete and full removal, which is more common when they retire a vehicle from service. <p>Chosen installation site must have internet access for the Hub, through the router, and MDC for configuration and testing of Fleet 3. Customer must have a resource onsite during installation with Axon Evidence Device Administration permissions to assist with logging into customer MDCs and configuring vehicle software.</p>
Custom Trigger Installation	<p>The Fleet 3 Hub has multiple trigger configuration options. Any trigger configurations that include a door or magnetic door switch are considered "custom" and may be subject to additional fees.</p> <p>An Axon representative has discussed with the Agency the standard triggers of the Fleet System. Those no-cost triggers include Light-bar, Siren, Speed, Motion Activation and Gun-lock activation. The light-bar must have a controller to allow Axon to interface for the desired position, gun -locks must be installed with existing hardware in the vehicle. Doors are considered "CUSTOM" since they required additional hardware and time for installation, typically requiring the door may need to be taken apart for the installation.</p>
Training	<p>End-user go-live training provides individual device set up and configuration assistance, training on device use, Evidence.com and AXON Fleet Dashboard. This is included at no additional cost.</p>



ATTACHMENT 2

Master Services and Purchasing Agreement between Axon and Agency

This Master Services and Purchasing Agreement (“**Agreement**”) is between Axon Enterprise, Inc., a Delaware corporation (“**Axon**”), and the agency on the Quote (“**Agency**”). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote (“**Effective Date**”). Axon and Agency are each a “**Party**” and collectively “**Parties**”. This Agreement governs Agency’s purchase and use of the Axon Devices and Services detailed in the Quote Appendix (“**Quote**”). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 Definitions.

“**Axon Cloud Services**” means Axon’s web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

“**Axon Device**” means all hardware provided by Axon under this Agreement.

“**Quote**” means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency’s purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

“**Services**” means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 Term. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated (“**Term**”).

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote (“**Subscription Term**”).

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years (“**Renewal Term**”). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 Payment. Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys’ fees.

4 Taxes. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 Shipping. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon’s delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 Returns. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 13.0

Release Date: 3/31/2021

Page 1 of 19

7 **Warranty.**

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 Spare Axon Devices. For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

8 Statement of Work. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

- 9 **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
- 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

- 18 **Confidentiality.** “**Confidential Information**” means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party’s Confidential Information. Unless required by law, neither Party will disclose the other Party’s Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
- 19 **General.**
- 19.1 **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party’s reasonable control.
- 19.2 **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 19.3 **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 19.4 **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 19.5 **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 19.6 **Assignment.** Neither Party may assign this Agreement without the other Party’s prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 19.7 **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8 **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9 **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 19.10 **Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19.11 **Notices.** All notices must be in English. Notices posted on Agency’s Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255

Agency:
Attn:
Street Address
City, State, Zip



ATTACHMENT 2

Master Services and Purchasing Agreement between Axon and Agency

legal@axon.com

Email

19.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Agency

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1 Definitions.

“Agency Content” is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

“Evidence” is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

“Non-Content Data” is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

“Personal Data” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 Access. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**“TASER Data”**). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 Agency Owns Agency Content. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon’s business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4 Security. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 Agency Responsibilities. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user’s access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

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if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6 **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records



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Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term ("**Axon Records Subscription**")

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.



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- 17 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

- 1 **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 ACEIP Tier 1.

- 1.1.1.** When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

1.1.2. Expiration of ACEIP Tier 1. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 ACEIP Tier 2. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at <https://www.axon.com/sales-terms-and-conditions> and incorporated herein by reference.

Professional Services Appendix

- 1 **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

System set up and configuration <ul style="list-style-type: none"> Instructor-led setup of Axon View on smartphones (if applicable) Configure categories and custom roles based on Agency need Register cameras to Agency domain Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access One on-site session included
Dock configuration <ul style="list-style-type: none"> Work with Agency to decide the ideal location of Docks and set configurations on Dock Authenticate Dock with Axon Evidence using admin credentials from Agency On-site assistance, not to include physical mounting of docks
Best practice implementation planning session <ul style="list-style-type: none"> Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management Provide referrals of other agencies using the Axon camera devices and Axon Evidence Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions <ul style="list-style-type: none"> Assistance with device set up and configuration Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review
- 3 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 4 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.



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- 5 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
- 6 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
- 7 **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 8 **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



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Technology Assurance Plan Appendix

If Technology Assurance Plan (“TAP”) or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan (“OSP”), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month (“OSP 7 Term”).
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera (“BWC Upgrade”) as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon’s option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote (“Dock Upgrade”). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon’s option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon’s option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
- 9 **Termination.** If Agency’s payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2 Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5 Promptly install and implement any software updates provided by Axon;
 - 4.6 Ensure that all appropriate data backups are performed;
 - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

Axon Fleet Appendix

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 2 **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
- 3 **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
- 4 **Wireless Offload Server.**
 - 4.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3 **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4 **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
- 5 **Axon Vehicle Software.**
 - 5.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software.") "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h)

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remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

- 6 **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Fleet Upgrade") as schedule on the Quote.

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

- 8 **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

8.1 Axon Fleet subscription coverage terminates, and no refunds will be given.

8.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade.

8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



Master Services and Purchasing Agreement

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

- 1 **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

- 2 **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

- 3 **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

- 5 **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 6 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.



Master Services and Purchasing Agreement

Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1 **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2 **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal (“**Portal Content**”), within Agency’s Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

- 3 **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency’s CAD or RMS.



CITY COUNCIL AGENDA ITEM

Date: June 23, 2021

To: Mark F. Miller, City Manager

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

Subject: Contract Ratification – Troy Communication Supervisors Association (TCSA)
(Introduced by: Jeanette Menig, Human Resources Director)

History

The Troy Communication Supervisors Association (TCSA) represents eight employees in the communications section (911/Dispatch) of the Police Department.

The City and the TCSA recently engaged in efficient negotiations to reach a tentative agreement on a successor collective bargaining agreement to replace the contract that expires June 30, 2021.

Financial

As seen in the attached summary, the five-year agreement provides annual wage increases including a first year signing bonus, enhances the premiums for afternoon and midnight shifts, increases uniform cleaning allowance, and streamlines the contributions percentages to the Defined Contribution retirement plan. For those already eligible for health care in retirement, this agreement restores the previous calculation allowing eligible members to receive a maximum of 100%.

The average wage increase over five years is 2.5%. The one-year cost (first year) is estimated to be approximately \$36,000.

Settling a five-year agreement, rather than a shorter term contract, saves the City time and resources; these will not be expended again until we meet at the bargaining table in 2026.

Recommendation

City management recommends approval of this agreement between the City of Troy and TCSA for a five-year collective bargaining agreement for the period July 1, 2021 to June 30, 2026.

Copies of the tentative agreement, a summary of contract changes and the current collective bargaining agreement are attached.

Legal Review

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

TENTATIVE AGREEMENT

City of Troy and Troy Command Supervisors Association (TCSA) 2021-2026 Collective Bargaining Agreement

5. AGENCY SHOP and 6. ASSOCIATION DUES

Replace with language attached and renumber subsequent sections.

9. ASSOCIATION BUSINESS

- G. Emailed communications from the Employer to the Association and the Association to the Employer, with a proper reply, may serve as "written," "in writing," or "written notice" where referenced in the Agreement.**

16. WORK SCHEDULE

- E. ~~Ten (10) days~~ Fourteen (14) days** notice will be provided an employee for any change in hours, leave days, work days, or duties. This will not apply in emergencies as determined by the Chief of the department.
- G. Communication Supervisors shall work a regular schedule of 10-hour shifts, four days in a row (4/40). This schedule shall not be modified for the duration of the schedule period unless the situation is an emergency as determined by the Police Chief. In cases of an on-going emergency, the schedule will be revisited with each schedule period.**

20. SICK LEAVE

- E. Sick leave is to be utilized ~~only in the case of genuine illness or injury which prevents the employee from performing his duties. In addition, the employee may use sick leave when a member of his immediate family who permanently resides with the employee is ill or injured which creates a genuine necessity for the employee to be off work to care for that family member.~~ consistent with the Paid Medical Leave Act of 2018: for the employee's own health condition (including physical, mental and preventative care); the health condition (including physical, mental and preventative care) of a family member including child, parent, spouse, grandchild, grandparent, or sibling; time off due to domestic violence or sexual assault, including for medical or counseling services, relocation, or legal services or proceedings (employee or employee's family member as defined herein); the closure of the employee's workplace due to a public health emergency, or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease. Unauthorized or improper use of sick leave by any employee shall be cause for disciplinary action.**

27. DISABILITY INSURANCE

- A. The City will provide short-term disability insurance for all Employees. Said insurance will provide approximately sixty (60) percent of an Employee's gross salary after a thirty (30) day waiting period for a maximum of fifty-two (52) weeks. If available, a charge of up to eight (8) hours per **week pay period** of the Employee's accrued leave time will supplement and be in addition to this insurance. **A City supplement of 10% will enhance this benefit to approximately eighty (80) percent of the Employee's gross salary. If the employee does not supplement with leave time the City supplement shall not apply.**
- B. Long-term disability insurance will be provided by the City for all Employees who have three (3) or more years of service at the time of the next opening date of the insurance policy. Eligible employees must be accepted by the insurance company. Said insurance shall provide approximately fifty (50) percent of gross salary beginning twelve (12) months after an extended absence due to sickness or accident. The insurance shall continue until the Employee's death, retirement, or return to work (or in the case of non-duty disability, up to five (5) years whichever is sooner). If available, a charge of up to eight (8) hours per **week pay period** of the Employee's accrued leave time will supplement and be in addition to this insurance. **A City supplement of 10% will enhance this benefit to approximately seventy (70) percent of the Employee's gross salary. If the employee does not supplement with leave time the City supplement shall not apply.**

29. ~~DUTY-CONNECTED DISABILITY~~ WORKERS' COMPENSATION

- A. Any employee who sustains a disabling injury in the performance of his regular duties may be eligible for Workers' Compensation benefits in accordance with applicable Workers' Compensation laws of the State of Michigan. The City shall pay a supplement to Workers' Compensation benefits to the extent that the employee shall receive approximately 80% of his base daily rate (excluding overtime and shift premium), without loss of leave time, for a period of thirty (30) days maximum, at which time the Short-Term Disability insurance shall become effective. Payment of any supplement to Workers' Compensation benefits by the City is dependent on the employee:
1. Complying with all reasonable rules promulgated by the City regarding duty-related disability.
 2. Treating with the City designated clinic **after the injury or disability for the initial treatment and up to the following 28 days after the initial treatment pursuant to the current Michigan Workers' Compensation law (if the Michigan Workers' Compensation law changes, the period will mirror the law) for at least the first ten days following the injury.**
- B. **Sick leave will not be used in lieu of payment of workers' compensation lost wages in cases that have not been denied as work-related by the employer or the insurer. Any sick leave used while a claim is being processed will be returned to the employee's leave bank upon approval/payment of the claim by the insurer.**

31. HEALTH INSURANCE

- D. If another bargaining unit ratifies an agreement that includes a defined payment for opt out of dental coverage, employee premium share for dental coverage and/or increased dental benefits (including optional buy-up coverage) the same will be implemented for this unit. Such dental changes will be effective January 1 of the next calendar year.

32. CLOTHING AND CLEANING ALLOWANCE

- D. Each employee shall receive an annual cleaning allowance of up to ~~\$375~~ \$450 on or before May 20th of each year.

33. LONGEVITY

~~All employees who were hired prior July 1, 1993 shall continue to receive longevity pay on or before December 20 of each payment year in accordance with the following schedule:~~

Years of continuous City service as of November 30 of payment year	Amount
14 – 18 Years	\$2,625
19 or Over	\$3,500

~~(remove Article 33 and re-number subsequent sections)~~

34. RETIREMENT

B. Defined Contribution Plan

Effective June 15, 2000, new hires and employees transferring into the bargaining unit who are participating in another City Defined Contribution Plan at the time of such transfer shall participate in an IRS §401(a) Defined Contribution (DC) Pension Program as a member of this unit.

Employees shall be eligible for retirement with any of the following age and service combinations: age 50 with 27 years of service, age 55 with 25 years of service, or age 60 with 10 years of service.

1. Contribution rates:

Employee	4%
Employer	12% (employees hired before 1/1/04)
	11% (employees hired 1/1/04 – 6/30/05)
	10% (employees hired on or after 7/1/05)
	8% (employees hired on or after 7/1/2013)

2., 3., 4., Remain unchanged.

C. Retiree Medical Insurance

1. For employees hired before January 2, 2006:

Upon regular retirement, early retirement or disability retirement, employees will be eligible for health insurance, equivalent to that received by members of the bargaining unit at the time of the employee's retirement if they meet the age and

[Handwritten signatures and dates]
J. McNamee 6-18-21
Jeanette Mung 6/18/21

service requirements whether they participate in the Defined Benefit or Defined Contribution Pension Plan. Such insurance will be provided for two-person coverage for retiree and spouse (or dependent child) at the time of retirement, at the rate of 4% per complete year of retirement service with the City of Troy, provided that the retiree or spouse is drawing pension benefits pursuant to the City of Troy Retirement Ordinance.

~~Effective 7/1/2013, the City pays 3% for the monthly cost of health care for each future year of credited service to a maximum of 90%. Current employees who as of 7/1/2013 would be eligible for 90% or more of City paid health insurance shall not have that amount reduced as a result of this paragraph.~~

Retirees (and covered spouses) with retiree medical insurance shall each enroll in Medicare Part A and B when eligible, at the retiree's expense, and must notify the employer that they enrolled. Upon enrollment in Medicare A and B the employer's insurance shall become supplemental to Medicare.

35. WAGES

- \$500 lump sum bonus paid to each member within one month of ratification.
- Wage increases (If applicable, due to ratification dates, wage increase retroactive to 7/1/2021):

7/1/2021	3.0%
7/1/2022	2.5%
7/1/2023	2.5%
7/1/2024	2.5%
7/1/2025	2.0%
- Effective 7/10/2021, shift bonus will be increased to:

Second Shift (Afternoons)	\$.60/hr.
Third Shift (Midnights)	\$.70/hr.

If applicable, due to ratification dates, shift premium will be retroactive to 7/10/2021 (first pay period following July 1).

CONTRACT TERM

Five (5) years

FOR THE UNION:

James McMahon

Date: 6-18-21

FOR THE CITY:

Janette Mung

Date: 6/18/21

J. McMahon
6-18-21
Jaunette Mung 6/18/21

5. AUTHORIZATION FOR DUES/FEEES

- A. A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union.
- B. The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the Employer. The Employer shall deduct the dues/fees once each month from the pay of the employees who have authorized such deductions.
- C. Deduction of dues/fees shall be remitted to the Union at 27056 Joy Rd., Redford, MI, 48239-1949. In the event a refund is due and employee for any sums deducted from wages and paid to the Union it shall be the responsibility of such employee to obtain the appropriate refund from the Union.
- D. If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employee's next pay after the error has been called to the Employer's attention by the employee or Union.
- E. The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the agreement.
- F. Unless otherwise provided in this article, all matters pertaining to a bargaining unit employee establishing or reestablishing membership in the Union, including requirements established by the Union for providing paid services to non-dues/fees paying employees, shall be governed by the internal conditions mandated by the Union pursuant to its authority under section 10 (2) of the Public Employment Relations Act.

AUTHORIZATION FOR PAYROLL DEDUCTION

By: _____
(Please Print) Last Name First Name Middle Name

Classification: _____

To: City of Troy _____
Employer

Effective _____, I hereby request and authorize you to deduct from my earnings each pay period a sufficient amount to provide for the regular payment of dues.

Signature of Employee Date

City of Troy and TCSA
2021-2026 Collective Bargaining Agreement
Tentative Agreement Summary

<u>ISSUE</u>	<u>CURRENT</u>	<u>AGREEMENT</u>
Cleaning Allowance	\$375/year	\$450/year
Disability Short-term and Long-term	If available, employees contribute 8 hours of leave time per week (16 hours per pay period) to enhance disability insurance.	If available, employees who contribute 8 hours of leave time per pay period receive City supplement of 8 hours per pay period to enhance disability insurance.
Retirement Defined Contribution	Employees receive DC contributions based on date of hire: Pre 1/1/04 City 12% Employee 4% 1/1/04 – 6/30/05 City 11% Employee 4% 7/1/05 – 6/30/13 City 10% Employee 4% On/after 7/1/13 City 8% Employee 4%	Employees receive DC contributions based on date of hire: Pre 1/1/04 City 12% Employee 4% 1/1/04 – 6/30/05 City 11% Employee 4% On/after 7/1/05 City 10% Employee 4%
Retirement Paid Health Care	Employees promoted after 7/1/13 are capped at 90% maximum of paid health care in retirement.	Current members and future members who are already eligible for paid health care in retirement will have ability to attain a maximum benefit of 100%.
Shift Premium	Afternoons \$.45/hour Midnights \$.55/hour	Afternoons \$.60/hour Midnights \$.70/hour
Wages		July 1, 2021 3.0% + \$500 bonus July 1, 2022 2.5% July 1, 2023 2.5% July 1, 2024 2.5% July 1, 2025 2.0% Average. 2.5%
Language clarifications and non-financial / procedural		Several updates to language, procedures, etc.

COLLECTIVE BARGAINING AGREEMENT

CITY OF TROY, MICHIGAN

and

TROY COMMUNICATION SUPERVISORS ASSOCIATION

July 1, 2016 to June 30, 2021

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1. AGREEMENT

THIS AGREEMENT is hereby entered into this 9th day of May, 2016 by and between the City of Troy, a Michigan Municipal Corporation (hereinafter referred to as the City or the Employer), and the Troy Communications Supervisors Association existing under the laws of the State of Michigan (hereinafter referred to as the Association).

2. PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms with respect to rates of pay, wages, hours of employment, and other conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the City of Troy in its capacity as an Employer, its employees, the Association, and the citizens of the City of Troy, Michigan.

3. RECOGNITION

- A. Pursuant to and in accordance with all applicable provisions of Act 366 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association and the Command Officer's Association of Michigan (hereinafter referred to as the Union) as the exclusive bargaining representatives for all employees with the rank of Communications Supervisor and Communications Manager for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement.
- B. Employees shall have the right to join the Association to engage in lawful concerted activities for the purpose of collective negotiations or bargaining or other mutual aid and protection.

4. NON-DISCRIMINATION

The Employer and the Association agree that the provisions of this Agreement shall be applied equally to all employees without discrimination as to sex, marital status, race, color, creed, national origin, religious, or political affiliations.

5. AGENCY SHOP

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Association at that time shall be required, as a condition of continued employment, to continue membership in the Association for the duration of this Agreement.

- B. Employees covered by this Agreement who are not members at the time it becomes effective, but who join after the effective date of this Agreement shall, as a condition of continued employment, continue membership in the Association for the duration of this Agreement.
- C. Employees hired, rehired, reinstated, transferred, or promoted into the Police Department with the rank of Communications Supervisor or Communications Manager after the effective date of this Agreement shall be required, as a condition of continued employment, to become members of the Association for the duration of this Agreement or pay the required service fee on or before the 30th day following their appointment.
- D. An employee who shall tender an initiation fee and the periodic dues or service fee uniformly required as a condition of requiring or retaining membership shall be deemed to meet the conditions of this section.
- E. Employees shall be deemed to be members of the Association within the meaning of this section if they are not more than thirty (30) days in arrears in payment of their membership dues or fees.
- F. The Association shall protect, indemnify, and save harmless the Employer from any and all claims, demands, suits, and other forms of liability which arise from action taken by the Employer for the purpose of complying with the language of Article 5 of this Agreement, including reasonable attorney fees.

6. ASSOCIATION DUES

- A. Employees may tender the initiation fee and membership dues by signing the Authorization for Check-Off of Dues Form.

Check-Off Forms: During the life of this Agreement in accordance with terms of the form of Authorization for Check-Off Dues hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Association membership dues levied in accordance with the Constitution and By-Laws of the Association from the pay of each employee who executes or has executed the following Authorization for Payroll Deduction.

AUTHORIZATION FOR PAYROLL DEDUCTION

By: _____
(Please Print) Last Name First Name Middle Name

Classification: _____

To: _____
Employer

Effective _____, I hereby request and authorize you to deduct from my earnings each pay period a sufficient amount to provide for the regular payment of dues.

Signature of Employee Date

- B. Deductions shall be made only in accordance with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deductions not in accordance with this provision. Any dispute arising as to an employee's compliance with this section, shall be reviewed by the designated representative of the Association and, if not resolved, may be decided at Step 2 of the grievance procedure.
- C. A properly executed copy of such Authorization for Check-Off Dues Form for each employee for whom Association membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues Forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues Form which is incomplete or in error will be returned to the Association Treasurer by the Employer, forthwith.
- D. Check-Off deductions under all properly executed Authorization for Check-Off of Dues Forms shall become effective at the time said form is tendered to the Employer and shall be deducted from each pay period thereafter.
- E. The Association will provide to the Employer any additional Authorization for Check-Off of Dues Forms under which Association membership dues are to be deducted.
- F. In cases where a deduction is made that duplicates a payment that an Employee has already made to the Association, or where a deduction is not in conformity with the provisions of the Association Constitution and By-Laws, refunds to the employee will be made by the Association.
- G. Deductions for any calendar month shall be remitted to the designated financial officer of the Association by the 5th day of the month following the month in which

the deductions are made. The Employer shall furnish the designated financial officer of the Association with a list of employees for whom the Association has submitted signed Authorization for Check-Off of Dues Forms and for whom deductions have been made. Subsequent lists will be furnished by the Employer when changes are made in the list of employees.

- H. Any dispute between the Association and the Employer which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Check-Off of Dues Form shall be reviewed with the employee by a representative of the Association and a designated representative of the Employer. Should this review not dispose of the matter, the dispute may be referred to the grievance procedure whose decision shall be final and binding on the employee, the Association, and the Employer. Until this matter is resolved, any dues deductions shall be held in an escrow account.
- I. The Employer shall not be liable to the Association by reason of the requirements of this agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. The Association will protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liabilities by reason of action taken for the purposes of complying with Section 6 of this Agreement.

7. MANAGEMENT RIGHTS

- A. It is recognized that the management of the City of Troy, the control of its properties, and the maintenance of order and efficiency is the sole responsibility of the Employer. Other rights and responsibilities belonging solely to the Employer are hereby recognized, prominent among which, but by no means wholly inclusive, are the right to decide the number and location of work stations, work to be performed within the unit, amount of supervision necessary, the training necessary and those employees who are to receive said training, the equipment used, methods and schedules of work, the selection, processing, designing, engineering, and control of all equipment and materials; also, to take whatever actions necessary to comply with the Americans with Disabilities Act (ADA), but that the Employer will meet with the Association President and staff representative to discuss the issues prior to taking such actions.
- B. It is further recognized that it is the responsibility of the Employer, for the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, assign, promote, or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or other legitimate reasons.

8. NO STRIKE

- A. Under no circumstances will the Association cause, authorize, or permit its members to cause, nor allow any member of the bargaining unit to take part in the strike, sit-down, stand-in, slow down, or curtailment of work, restriction of production or interference with the operation of the Employer during the term of this Agreement or during any period of time when negotiations are in progress for the continuance or renewal of this Agreement. In the event of a work stoppage, curtailment, or interference thereof, it is recognized that the Employer shall not be required to negotiate on the merits of the dispute until all such stoppages or curtailments have ceased.
- B. In the event of a work stoppage or other curtailment, the Association shall immediately instruct the involved employee in writing, with a copy to the Employer, that their conduct is in violation of the contract, and that they may be disciplined and further shall instruct all persons to immediately cease the offending conduct.
- C. The Employer shall have the right to discipline any employee who instigates, participates in, and/or gives leadership to any activity herein prohibited.
- D. The Association will not officially support strikes of any other labor organization by picketing or demonstrating publicly on or adjacent to City property.

9. ASSOCIATION BUSINESS

- A. The Association shall be represented in all labor negotiations by a committee composed of the President of the Association and three other officers selected by the Association.
- B. Of the four (4) employees above, any two (2) on-duty members shall be permitted to attend contract negotiation sessions without loss of pay or benefits. The remaining members shall not be paid by the City.
- C. An on-duty member who is a steward or the President of the Association shall be permitted to represent employees at grievance meetings with the Employer or at arbitration hearings without loss of pay or benefits.
- D. The Employer shall provide each member of the Association with an electronic copy of this Agreement.
- E. The President or other officer of the Association shall be given time off not to exceed 20 hours per fiscal year to attend to matters concerning Association business. Requests for such time off shall be submitted to the Chief of Police no later than 48 hours in advance of the time requested and shall be approved provided that no additional personnel expense is incurred by the City.

- F. The Employer agrees to furnish a bulletin board for the posting of notices of Association meetings and social activities. Other material may be posted if approved by the Chief of Police.

10. GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a dispute between the Employer and the Association as to the meaning or application of the specific provisions of this Agreement. Such grievance shall state which section(s) of the contract is alleged to have been violated, and how it affects the member(s) of the Association who feel aggrieved.
- B. It is encouraged that any dispute be resolved as soon as possible in an informal manner. The employee shall first discuss the matter with his immediate supervisor. If an employee's immediate supervisor is not available, the matter shall be discussed with the next ranking command officer within that division and, if he is not available, then with the next ranking command officer outside the officer's division. If so desired by the employee, his steward may participate in these discussions. If the matter is not resolved, it shall be reduced to writing by the employee and submitted as a grievance.
- C. A written grievance shall be signed by the grievant, submitted to the Chief of Police through the chain of command, with copies directed to the Human Resources Director and the President of the Association. The grievance shall contain a specific statement of facts as to its cause, the section of the contract which the employee believes was violated, and the remedy sought by the grievant. Any grievance not submitted within five working days of the date the Grievant knew or should have known of the event giving rise to the grievance shall be automatically closed.
- D. Procedure:
 - Step 1. Within fourteen (14) calendar days of receiving the grievance, the Police Chief shall hold a meeting between the employee, his steward, and the Police Chief or his designated representative. The Police Chief or his representative shall give his written decision within seven (7) calendar days after the meeting.
 - Step 2. Grievances not settled at Step 1 may be filed with the Human Resources Director (or any other designated representative directed by the City Manager) within fourteen (14) calendar days of receipt of the Step 1 answer. Within fourteen (14) calendar days, the Human Resources Director shall hold a meeting between the President of the Association, the Steward or Association Officer of the employee's shift, the grievant, and the Police Chief or his designated representative. The Human Resources Director shall give his written decision concerning the grievance within thirty (30) calendar days after the meeting. The Union may grant up to two, thirty (30) calendar day extensions to answer the grievance if requested by the

Human Resources Director. If the written decision is not given within thirty (30) calendar days after the meeting, or within the time limits of the extensions if requested and granted, the grievance will be awarded in favor of the grievant.

Step 3. Grievances not settled at Step 2 may be filed within twenty (20) calendar days to arbitration with a copy forwarded to the Human Resources Director.

11. GRIEVANCE: GENERAL CONDITIONS

- A. Grievances involving suspension or discharge may be entered directly at Step 2 of the grievance procedure.
- B. Any grievance meeting not scheduled as required or any grievance not answered within the prescribed time limit at each step may be appealed to the next step by the Association.
- C. Any grievance not appealed from one of the steps of the grievance procedure within the prescribed time limits shall be considered settled on the basis of the Employer's last answer.
- D. Any agreement reached between the Association and the Employer is binding on all employees affected, and cannot be changed by or for any individual.
- E. An on-duty grievant in a grievance may attend the grievance meeting without loss of pay or benefits.
- F. No economic costs shall have retroactivity extending back more than 90 days from receipt of the grievance by the Chief of the Department or his designated representative.

12. ARBITRATION

- A. If a grievance is appealed to arbitration, the parties involved shall jointly select an arbitrator or, if necessary, ask for an arbitrator from the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS). Any grievance subject to arbitration under this contract shall be pursuant to the voluntary labor arbitration rules of the American Arbitration Association.
- B. The arbitrator shall rule only on the contractual provisions set forth herein and shall have no authority to expand, modify, or alter any provisions of this Agreement or the written rules or regulations of the department, and his decision shall be limited to the application or interpretation of the above and to the specific issue presented to him.
- C. The fees and approved expenses of an arbitrator will be paid by the parties equally.

- D. After a grievance has been referred to arbitration, the matter may not be withdrawn by either party except by mutual consent.
- E. A grievance submitted to arbitration which is withdrawn shall be withdrawn with prejudice.
- F. An arbitrator's decision in any grievance shall not require a retroactive wage adjustment in any related matter.
- G. All grievance settlements or arbitration awards for back wages and fringe benefits shall be limited to the amount of wages and fringe benefits which the employee would otherwise have earned, less compensation earned during the disciplinary period questioned and which would not have been otherwise earned, and in no case shall awards have retroactivity extending back more than 90 days from the date the grievance was received by the Chief of the department.
- H. The decision of the arbitrator shall be final and binding on the Association, its members, the employee or employees involved, and the Employer, provided that such decision is within the arbitrator's authority.
- I. In cases where either of the parties believe the arbitrator's decision exceeded his authority and jurisdiction, the arbitrator's decision may be challenged in Oakland County Circuit Court and be subject to further appellate action.
- J. The challenge of an arbitrator's decision may be instituted by the City or the Association, but not by an employee(s) acting on his own behalf.

13. DISCIPLINE

- A. No employee shall be disciplined except for just cause.
- B. Discipline shall consist of the following levels:
 - 1. Oral Reprimand: An official warning to an employee that his conduct or performance is unacceptable, a written notation of which shall be maintained in the employee's departmental file.
 - 2. Written Reprimand: A written record of an employee's unsatisfactory conduct or performance which is included in the employee's official personnel file in the Human Resources Department. The employee shall have the option of submitting a statement of his position concerning the reprimand.
 - 3. Loss of Time Off: The elimination of some or all of an employee's available or prospective time off.

4. Suspension: An employee is not permitted to report for work for a specific period of time and does not receive pay for the time in question.
 5. Discharge: An employee is involuntarily separated from employment with the City of Troy.
- C. The listing of these disciplinary levels does not preclude the starting of disciplinary action at a higher level when the seriousness of the incident warrants such discipline.
 - D. If, upon review, the discipline is reversed, the employee involved shall receive full pay and benefits for the time involved and all records of the incident shall be removed from his personnel file.
 - E. Should an employee be required to give a verbal or written account of his actions which may result in the employee receiving disciplinary action, the employee may, at his option, have a steward present while making such a statement.
 - F. The President of the Association shall be notified in writing within 24 hours of the disciplining in excess of an oral reprimand of any member of the Association.
 - G. All cases of discipline may be processed as a grievance.
 - H. An employee's disciplinary records may be reviewed and removed in the following manner:
 1. The written record of an oral reprimand shall be removed from the employee's departmental file when the employee has successfully corrected the matter in question and has received no other discipline as defined in this section within a two (2) year period following the reprimand. Such removal must be requested in writing by the affected employee who shall state the reason for the request. If, upon review, a disciplinary record is not removed, a future date shall be established to again review this matter.
 2. A written reprimand shall be removed from the employee's official personnel file at the written request of the employee if the employee has received no other discipline as defined in this section within a period of three years from the date of the reprimand. If an employee has received discipline within the three-year period, he may request the review and removal of the disciplinary record by the Chief of Police. The employee's request must be in writing and must indicate the reasons for the request. If, upon review, a disciplinary record is not removed, a future date shall be established to again review the matter.
 3. The decision not to remove an oral or written disciplinary record shall not be a grievable matter.

4. Records of all other discipline including and more severe than a suspension shall be retained permanently in the employee's official personnel file.
- I. At the conclusion of any investigation conducted, the employee who is the subject of the complaint shall be notified in writing of the outcome of that investigation.

14. SENIORITY

- A. Bargaining unit seniority of members of the Association shall commence when the employee completes his/her probationary period, and shall be retroactive to initial date of employment as a member of this bargaining unit.
- B. Such seniority shall not be applicable for purposes of pension benefits, which benefits shall be based on credited service as defined in the Employee's Retirement System, Chapter 10 of the Troy City Code, nor for fringe benefits, which shall be determined by the service date (continuous full-time service as of employee's date of hire less unpaid leaves of absence).
- C. An employee shall lose seniority and shall no longer be considered an employee for the following reasons:
 1. He resigns or retires;
 2. He is discharged and not reinstated;
 3. He is absent for three (3) consecutive work days, including the original date of absence, without notifying the Employer (exceptions to this may be made by the Employer);
 4. He fails to return to work upon expiration of a leave of absence;
 5. He gives a false reason to obtain a leave;
 6. He fails to return to work within fourteen calendar days after being recalled from a layoff;
 7. He is laid off for a continuous period equal to his length of seniority or five (5) years, whichever is lesser;
 8. He separates from employment upon settlement covering total disability;
 9. He does not work for a period of two (2) years provided the employee is unable to perform the essential duties of the position with reasonable accommodation.

- F. During an employee's probationary period, the employer retains the right to discharge a new hire employee or return a promoted employee to a previous position held by the employee within the City without regard to any other provision of this Agreement. The discharge, termination or return to previous position of any employee during the probationary period shall not be subject to the Grievance Procedure.

15. LAYOFFS AND RECALL

- A. Layoff means an indefinite reduction of the working forces. Whenever possible, employees being laid off shall be given at least fourteen (14) calendar days notice of layoff. The Employer shall furnish the union bargaining unit a copy of such layoff notice.
- B. Employees who are displaced by elimination of their job shall displace an employee with lesser bargaining unit seniority.
- C. Layoff shall be by bargaining unit seniority within classification. The following procedures shall govern the layoff of employees:
 - 1. Seasonal, temporary, part-time and probationary employees (in that order), performing Bargaining Unit work, shall be laid off first within a classification before the layoff of any Bargaining Unit members within the classification.
 - 2. Thereafter, seniority employees shall be removed from that position in reverse order of seniority.
- D. When the working force is increased after a layoff, the employees shall be called back in reverse order of layoff. Employees shall be returned to the same pay step that they were on at the time of the layoff.
- E. Notice of recall shall be sent by certified mail return receipt requested to the employee at the last address on file with the employer. If an employee fails to appear or call the Human Resources Department within five (5) calendar days of the mailing date of notice, he shall be considered as having quit. If the employee calls the Human Resources Department within five (5) calendar days of the notice, he shall report to work as directed, but be allowed up to fourteen (14) calendar days from the date of the phone call or personal appearance to report to work provided reasons satisfactory to the Employer are given for the requested extension of time. It is the employee's responsibility to notify the Human Resources Department of any change of address.

16. WORK SCHEDULE

- A. Employees who are on probation shall be assigned work schedules at the discretion of the Chief.
- B. Available work schedules, including changes resulting from the completion of probation, shall be by seniority choice among the affected employees.
- C. If an employee is unable to report to work at his established starting time, he shall notify the on duty Communications Supervisor at least one hour prior to the time his shift is scheduled to start, unless mitigating circumstances make such notification impossible. Failure to provide such notification may, at the option of the City, result in loss of pay for that day.
- D. Whenever possible, employees may take a one-half (1/2) hour lunch break and two additional fifteen-minute breaks per shift.
- E. Ten (10) days notice will be provided an employee for any change in hours, leave days, work days, or duties. This will not apply in emergencies as determined by the Chief of the department.
- F. Shift selection shall be made consistent with the department schedule of shift changes.

17. OVERTIME

- A. Overtime is defined as authorized work (1) in excess of forty (40) hours in a work week or (2) time in excess of an employee's current regular shift duty time, and may be assigned at the discretion of the City.
- B. A Communications Supervisor will be paid for such overtime at the rate of one and one-half (1 ½) times his regular hourly rate. At the employee's option, payment for overtime may be declined in favor of banking compensatory time at the rate of one and one-half (1 ½) hours compensatory time for every one hour of earned overtime. Each employee's bank of compensatory time shall not exceed 120 hours at any time. All unused accumulated compensatory time shall be paid to the employee not later than the second pay after December 31. The use of compensatory time off shall not be granted if the absence creates additional personnel costs to the employer, and is subject to regulation as detailed in Police Department rules, policies and procedures.
- C. The Communications Manager will be compensated for overtime by time off at straight time rates. Compensatory time may accrue to a maximum of 120 hours. Compensatory time off in excess of one work day as normally scheduled must be submitted in writing and approved by the Chief of Police or Division Captain.

- D. For the purposes of scheduling overtime, employees will be considered to be on a leave day until they have worked ten (10) hours overtime.
- E. Procedure for offering overtime to Communications Supervisors:
 - a. Overtime shall first be offered in order of seniority to Communications Supervisors who are scheduled for a leave day but who are regularly assigned to the shift on which the overtime is to be worked.
 - b. If such employees decline the overtime, the overtime shall be offered in order of seniority to other Communications Supervisors who are scheduled for a leave day.
 - c. If such employees decline the overtime, the overtime shall be offered in seniority order to those employees scheduled to work on the day such overtime occurs but whose work schedule for such day does not conflict with the time during which the overtime is to be worked.
 - d. If such employees decline the overtime, the junior employee who is scheduled for leave day shall work the overtime.
- F. If an insufficient number of employees are available for an overtime situation, the least senior employee may be ordered in for duty.
- G. There shall be no duplication of overtime for the same hours, and employees shall not be paid twice for the same hours recorded as worked.
- H. When an employee is called in to work at other than his scheduled working time, he shall be paid a minimum of three (3) hours at the appropriate premium rate. This minimum shall not be applicable if the overtime is contiguous with the regular working hours.

18. COURT TIME

Time spent in court appearances originating from the performance of the employee's regular duties shall be counted as normal duty time and shall be so used in the computation of overtime. A minimum of three (3) hours will be paid for such off-duty court appearances provided that such minimum of three (3) hours shall not be applicable if the court time is contiguous to the employee's scheduled duty hours.

19. CALL-IN TIME

When an employee is called in at other than his normal scheduled work shift, he shall be paid a minimum of three (3) hours at the appropriate premium rate, provided

that such minimum shall not be applicable if the call-in is contiguous with the employee's scheduled duty hours.

20. SICK LEAVE

- A. Employees shall accrue 8 hours of sick leave for each month of service with the City beginning with the first full calendar month of service.
- B. Sick leave will not be approved before it has been accrued.
- C. Unused sick leave may accrue to a maximum of 288 hours.
- D. An employee who is off of work for three consecutive days because of illness or injury or exhibits a pattern of sick leave abuse may be required to submit a physician's certificate prior to his being allowed to return to work indicating the nature of the illness or injury, the employee's capability of returning to work, and the degree to which he may perform his regular duties. In order to determine the employee's fitness to return to duty, the Employer shall have the right to send the employee for medical examination(s) before permitting his return to work.
- E. Sick leave is to be utilized only in the case of genuine illness or injury which prevents the employee from performing his duties. In addition, the employee may use sick leave when a member of his immediate family who permanently resides with the employee is ill or injured which creates a genuine necessity for the employee to be off work to care for that family member. Unauthorized or improper use of sick leave by any employee shall be cause for disciplinary action.
- F. On or before the 10th of December, employees with accumulated sick leave in excess of the 288 hours maximum as of the last pay period of October of that year shall receive a bonus of unused sick leave which is over the maximum at the rate of 100%, and the accumulated sick leave shall be reduced to the maximum of 288 hours.
- G. Upon the Normal Retirement, Early Retirement, Disability Retirement, or death of an employee, unused sick leave credits will be paid to the employee or his beneficiary to a maximum of 288 hours. Payment for unused sick leave credits at retirement shall be excluded from the computation of Final Average Compensation (FAC) for pension purposes.

21. PERSONAL BUSINESS TIME

- A. Upon completion of new hire probation, an employee shall be granted up to 30 hours of personal business time in any one calendar year with the prior approval of his supervisor.

- B. Personal business time may be taken in conjunction with holiday leave and/or vacation leave.

22. FUNERAL LEAVE

Employees shall be allowed up to 40 hours time off for a death in the employee's or the employee's spouse's immediate family for attending to funeral arrangements and attending the funeral. The immediate family shall consist of the employee's spouse, son, daughter, step-son, or step-daughter, and the employee's or the employee's spouse's grandparents, mother, father, sister, brother, step-parent, step-child, step-sibling, or grandchildren.

23. MILITARY LEAVE

Any employee who has completed his probation period and leaves the Employer's service for compulsory military duty shall be placed on military leave without pay. Such leave shall extend through a date of 90 days after his release from the military service. An employee returning from military leave shall be entitled to restoration to his former position, provided that: (1) he makes application within 90 days after his release from duty, (2) his release shall be under conditions other than dishonorable, and (3) he is physically and mentally capable of performing the duties of the position involved. An employee who leaves for military duty may elect to be paid for accrued vacation time due him, or have such credits reinstated upon return to the department. An employee returning from Military Leave shall have unused sick leave credits restored to him.

24. LEAVE WITHOUT PAY

The City Manager may grant an employee leave without pay for a period not to exceed one year when it is in the interest of the City to do so. The employee's request for such leave shall be considered when he has shown by his record to be of more than average value to the City, and where it is desirable to retain the employee even at some sacrifice. Employees on an unpaid leave of absence shall not be entitled to any fringe benefits during the period of the leave (unless required pursuant to COBRA). Seniority shall not continue to accrue during an unpaid leave of absence.

25. HOLIDAYS

- A. On January 1, each employee shall be allotted 110 hours of future holiday leave.
- B. Designated holidays shall be: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Friday following Thanksgiving, Christmas Eve Day,

Christmas Day, Easter and New Year's Eve Day. The designated holiday shall apply to one specific calendar day for each of the designated holidays.

- C. Any Communication Supervisor working on a designated holiday shall receive one and one-half times his regular hourly rate for all hours worked that day. All overtime hours worked on a designated holiday shall be paid at the rate of two times his regular hourly rate.
- D. Unused holiday leave as of December 31 of each year shall be paid to the officer on a straight time basis by means of direct deposit.
- E. The Communication Manager may work a designated holiday, if it is his/her scheduled work day, upon providing seven days' written notice to the Division Captain. An individual working under this section will be paid straight time only.
- F. Upon death or retirement, unused holiday leave accrued that year will be paid at the rate of 100% of the unused hours.

26. VACATION

- A. All employees shall qualify for vacation leaves on January 1 of each calendar year according to the following schedule:
 - 1. For all months worked in the previous calendar year prior to the third service date with the City, an employee shall accumulate vacation leave at the rate of 6 2/3 hours for each month worked.
 - 2. For all months worked in the previous calendar year beyond the third and prior to the eighth service date with the City, an employee shall accumulate vacation leave at the rate of 10 hours for each month worked.
 - 3. For all months worked in the previous calendar year beyond the eighth and prior to the thirteenth service date with the City, an employee shall accumulate vacation leave at the rate of 13 1/3 hours for each month worked.
 - 4. For all months worked in the previous calendar year beyond the thirteenth service date with the City, an employee shall accumulate vacation leave at the rate of 15 hours for each month worked.
 - 5. For all months worked in the previous calendar year beyond the eighteenth service date with the City, an employee shall accumulate vacation leave at the rate of 16 2/3 hours for each month worked.
- B. For purposes of this section, "months worked" shall mean any calendar month where an employee is on the payroll for a minimum of twenty (20) days, including time

worked and any payable leave time, including but not limited to personal leave, holidays, sick leave, vacation, funeral leave, and unpaid military leave up to two weeks.

- C. Upon normal retirement, early retirement, disability retirement, death, or resignation (in good standing), all unused vacation leave will be paid to the employee (or spouse) at the rate of 100% unless one or more of the following applies:

1. An employee fails to give at least ten (10) working days notice in advance of his termination date; or
2. An employee leaves the City prior to completion of his original probationary period. Payments for unused vacation leave at retirement shall be excluded from the computation of Final Average Compensation (FAC) for pension purposes for all members of this bargaining unit.

D.

1. Employees may use up to 80 hours of accrued vacation leave time on a one-day-at-a-time basis. Vacation leave time taken on a one-day-at-a-time basis must be utilized in a regular full shift block (8 or 10 hours depending on work assignment). Unused vacation leave up to the accrued leave scheduled the past year will be paid off at the rate of 100%.
2. Employees accruing 120 or more hours vacation leave time per year must use a minimum of 40 hours in a consecutive fashion (4 or 5 consecutive work days as applicable).
3. The carrying over of unused vacation leave to the next year is prohibited except under exigent circumstances as determined and approved by the Chief of Police. Decisions regarding the approval or denial of vacation leave carryover are not grievable and are subject to City of Troy policy regarding usage.

- E. Requests for time off by Communications Supervisors shall be submitted in writing to the Communications Manager. Requests for time off by the Communications Manager shall be submitted in writing to the appropriate Division Commander.

27. DISABILITY INSURANCE

- A. The City will provide short-term disability insurance for all Employees. Said insurance will provide approximately sixty (60) percent of an Employee's gross salary after a thirty (30) day waiting period for a maximum of fifty-two (52) weeks. If

available, a charge of up to eight (8) hours per week of the Employee's accrued leave time will supplement and be in addition to this insurance.

- B. Long-term disability insurance will be provided by the City for all Employees who have three (3) or more years of service at the time of the next opening date of the insurance policy. Eligible employees must be accepted by the insurance company. Said insurance shall provide approximately fifty (50) percent of gross salary beginning twelve (12) months after an extended absence due to sickness or accident. The insurance shall continue until the Employee's death, retirement, or return to work (or in the case of non-duty disability, up to five (5) years whichever is sooner). If available, a charge of up to eight (8) hours per week of the Employee's accrued leave time will supplement and be in addition to this insurance.

28. NON-DUTY DISABILITY

- A. Employees who are absent from work for reasons of non-duty disability shall continue to accrue benefits pursuant to rules governing leave accrual during the first full year of their disability.
- B. During the second and third years of the non-duty disability, sick leave only shall accrue; however, hospitalization insurance shall be continued even if the employee utilizes all accrued leave time during that period.
- C. After three years of non-duty disability, employees shall neither accrue additional leave time nor shall said employee receive hospitalization insurance paid for by the Employer.

29. DUTY-CONNECTED DISABILITY

- A. Any employee who sustains a disabling injury in the performance of his regular duties may be eligible for Workers' Compensation benefits in accordance with applicable Workers' Compensation laws of the State of Michigan. The City shall pay a supplement to Workers' Compensation benefits to the extent that the employee shall receive approximately 80% of his base daily rate (excluding overtime and shift premium), without loss of leave time, for a period of thirty (30) days maximum, at which time the Short-Term Disability insurance shall become effective. Payment of any supplement to Workers' Compensation benefits by the City is dependent on the employee:
 - 1. Complying with all reasonable rules promulgated by the City regarding duty-related disability.
 - 2. Treating with the City designated clinic for at least the first ten days following the injury.

3. Providing periodic updates or reports from the treating physician if requested by the City.
4. Performing in a light duty status consistent with the recommendation of the attending physician, if desired and directed by the City.
5. Consenting to examination by a third physician when, in the opinion of the City, there is a conflict between the opinions of any two attending physicians.

30. LIFE INSURANCE

- A. The Life Insurance program shall provide participating employees with \$1,000 of life insurance for each \$1,000 of salary. His insurance is term insurance and includes double indemnity for accidental death. For this insurance, the employee contributes 10 cents for each \$1,000 of insurance per pay period. Each employee will have a policy issued to him. Life insurance is effective on the first day of employment.

31. HEALTH INSURANCE

- A. The Employer shall provide hospitalization and medical insurance for employee and family equal to or better than the following:
 1. Blue Cross Community Blue PPO Plan 1 Modified, including the following:
 - a. \$10/\$40 prescription drug rider with mandatory generic, prior authorization, step therapy, and 2X MOPD.
 - b. \$30 office visit co-pay
 - c. \$50 emergency room co-pay
 - d. \$30 chiropractic office visit co-pay
 - e. \$250/\$500 basic deductible
 2. Vision care every 12 months
 3. Dental Insurance including Class A, B and C benefits with a 10% employee co-payment for claims and a maximum annual benefit of \$1,000 per person, and orthodontic benefits with a 50% employee co-payment and a \$2,000 maximum lifetime benefit per child to age 19.
- B. An employee who elects to be covered by a City health insurance plan shall contribute 5% of the monthly premium cost by means of a payroll deduction.

- C. Employees who choose not to subscribe to medical insurance through the city of Troy will receive \$200 per month.
- D. Employees who are married to each other are not permitted to both subscribe to health or dental insurance provided by the City of Troy. The spouse who opts out of employer provided health insurance is not eligible for the cash-in-lieu payment.
- E. The City may purchase equivalent or better medical insurance from another carrier provided prior notice is given the Union.
- F. There shall be a contract reopener at either party's request on the sole issue of health care for July 1, 2018, July 1, 2019 and/or July 1, 2020.

32. CLOTHING AND CLEANING ALLOWANCE

- A. Each fiscal year, every employee shall be allotted a basic clothing allowance of \$500. Said clothing allowance shall be placed in an account in the employee's name and shall be disbursed to the employee upon submittal of receipts for approved clothing and personal equipment purchases.

It is clearly understood that clothing allowance has a prospective application and is intended to cover purchases for the entire fiscal year. In the event that employment is interrupted for such reasons as retirement, or leave of absence or injury leave in excess of six (6) months, the City shall have the right to adjust such payments on a prorated basis and make adjustments in payments for the following fiscal year based on overpayments in the current year.

- B. \$25 of unused funds from the basic clothing allowance may be carried forward into the following fiscal year.
- C. The amount and type of uniforms and equipment shall be as determined by the Police Chief.
- D. Each employee shall receive an annual cleaning allowance of up to \$375 on or before May 20th of each year.

33. LONGEVITY

All employees who were hired prior July 1, 1993 shall continue to receive longevity pay on or before December 20 of each payment year in accordance with the following schedule:

<u>Years of continuous City service as of November 30 of payment year</u>	<u>Amount</u>
14 – 18 Years	\$2,625
19 or Over	\$3,500

34. RETIREMENT

A. Defined Benefit Plan

1. All employees (except as noted in Sec. 34.B.) shall participate in the Retirement System Pension Program, as explained in Chapter 10 of the Troy City Code. The Straight Life Pension and the Age and Service Retirement shall continue as provided in sections 6.1(A) and 6.1(B) except that the benefit computation shall be 2.5% from age 50 to 62, and 2.25% from age 62.
2. Association members shall contribute 1.5% of gross payroll, in order to assist in the funding of the member's pension under the Retirement System Pension Program.
3. The pension formula shall determine average final compensation by utilizing the three (3) best years of service of the last ten (10) years of service.

B. Defined Contribution Plan

Effective June 15, 2000, new hires and employees transferring into the bargaining unit who are participating in another City Defined Contribution Plan at the time of such transfer shall participate in an IRS §401(a) Defined Contribution (DC) Pension Program as a member of this unit.

1. Contribution rates:

Employee 4%

Employer 12% (employees hired before 1/1/04)
11% (employees hired 1/1/04 – 6/30/05)
10% (employees hired 7/1/05 – 6/30/13)
8% (employees hired on or after 7/1/2013)

2. Vesting schedule for Employer Contributions: Employees hired after 1/1/98, shall be 50% vested at three years, 75% vested at four years and 100% vested at five years.
3. Participants in the defined contribution plan shall also participate in a disability plan equivalent to the defined benefit disability plan as set forth in the retirement ordinance. The City's liability for the disability benefit shall be offset (1) by an amount which may be payable pursuant to the Worker's Compensation Act, if applicable, and (2) by the lifetime annuity value of the employee's 401 (a) defined contribution retirement account, determined as of the effective date of the employee's disability-related separation from service. Defined contributions shall include all contributions and income accumulated in the plan account whether derived by the contributions made by the employee or

employer, including any amounts transferred into the plan. While the employee is receiving disability benefits or is receiving worker's compensation, the City of Troy shall contribute the employer rate, as contained in subsection 1 above, of the disabled employee's taxable wage for deposit in the defined contribution plan for the employee's benefits.

4. Participants in the defined contribution plan shall also be covered in the event of death, including non-duty death, with a benefit equivalent to the defined benefit plan as set forth in the retirement ordinance. The City's liability for a death benefit shall be offset (1) by and amount which may be payable pursuant to the workers' compensation act, if applicable, and (2) by the lifetime annuity value of the employee's 401(a) defined contribution retirement account, determined as of the effective date of the employee's death.

C. Retiree Medical Insurance

1. For employees hired before January 2, 2006:

Upon regular retirement, early retirement or disability retirement, employees will be eligible for health insurance, equivalent to that received by members of the bargaining unit at the time of the employee's retirement if they meet the age and service requirements whether they participate in the Defined Benefit or Defined Contribution Pension Plan. Such insurance will be provided for two-person coverage for retiree and spouse (or dependent child) at the time of retirement, at the rate of 4% per complete year of retirement service with the City of Troy, provided that the retiree or spouse is drawing pension benefits pursuant to the City of Troy Retirement Ordinance.

Effective 7/1/2013, the City pays 3% for the monthly cost of health care for each future year of credited service to a maximum of 90%. Current employees who as of 7/1/2013 would be eligible for 90% or more of City paid health insurance shall not have that amount reduced as a result of this paragraph.

Retirees (and covered spouses) with retiree medical insurance shall each enroll in Medicare Part A and B when eligible, at the retiree's expense, and must notify the employer that they enrolled. Upon enrollment in Medicare A and B the employer's insurance shall become supplemental to Medicare.

2. Employees hired on or after January 2, 2006 participate in a Retirement Health Savings Plan (RHS):
 - a. Contributions: The contribution rates for this plan are (as a % of pensionable earnings)
 - Employer: 4%
 - Employee: 2%

- b. Vesting: Employees are 50% vested at three years, 75% vested after four years, and 100% vested after five years. The vesting percentage applies to employer contributions only.

35. WAGES

- A. Annual salaries for Communications Supervisors and Communications Manager are outlined in the following schedule:

Communications Supervisors:

	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
	1.5%	1.5%			
	\$350 lump sum	\$350 lump sum	2.0%	2.0%	2.0%
Start	\$54,379	\$55,195	\$56,299	\$57,425	\$58,574
1 Year*	\$56,993	\$57,848	\$59,005	\$60,185	\$61,389
2 Years	\$59,608	\$60,502	\$61,712	\$62,946	\$64,205
4 Years	\$62,223	\$63,156	\$64,419	\$65,707	\$67,021

Communications Manager:

	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
	1.5%	1.5%			
	\$350 lump sum	\$350 lump sum	2.0%	2.0%	2.0%
Start	\$66,928	\$67,932	\$69,291	\$70,677	\$72,091
1 Year*	\$69,020	\$70,055	\$71,456	\$72,885	\$74,343
2 Years	\$71,111	\$72,178	\$73,622	\$75,094	\$76,596

* End of Probation

- B. If an employee does not receive a step increase in accordance with the appropriate schedule above, the matter shall be subject to the grievance procedure. Within thirty (30) days after the date of the denial, the proposed step increase shall again be reviewed. The involved employee shall be advised of this review and shall have the opportunity to discuss it with the reviewing employee(s), the Captain, and the Chief. The probationary period for employees will be one (1) year.
- C. Employees regularly scheduled by the City to work on the second or third shift (commonly referred to as the Afternoon and Midnight shifts, respectively) shall receive a shift bonus. The shift bonus shall be as follows:
- | | |
|---------------------------|--------|
| Second Shift (Afternoons) | \$.45 |
| Third Shift (Midnights) | \$.55 |
- D. For the 2016 – 2021 contract, employees whose salaries exceed the annual salaries set forth in Section A above shall receive the same across the board wage increases and the same lump sum bonuses on the same schedule as in Section A.
- E. There shall be a contract reopener at either party's request on the sole issue of wages for July 1, 2020.

36. PROMOTIONS

- A. Eligible and qualified Communications Supervisors will be permitted to test for the position of Communications Manager. If no eligible and qualified Communications Supervisor is interested in the position of Communications Manager, outside applicants will be considered.
- B. Eligibility to test will be determined based on minimum requirements as established by the Human Resources Department.
- C. The Chief of Police will make a determination as to whether or not an eligible Communications Supervisor is qualified to test for the position of Communications Manager. In making such a determination, the Chief will seek input from those who, in the Chief's opinion, are in the position to comment knowledgeably on the candidate's suitability for the position. This includes but is not limited to the candidate's supervisor and the Operations Division Commander.
- D. If a candidate is not determined to be qualified to test for the position of Communications Manager, the candidate may request feedback from the Chief as to areas requiring improvement, however such a determination is not subject to grievance or other civil action.
- E. An eligible list shall be established based on test results of qualified candidates passing all test components. Selection shall be made by the Chief of Police. Such decision is not subject to the grievance procedure or other civil action.

37. TUITION REIMBURSEMENT

- A. Employees must have successfully completed their initial probationary period to be eligible to apply for tuition reimbursement.
- B. Courses must be:
 - 1. Completed from an accredited institution, and
 - 2. Courses leading to an Associate Degree, Bachelor Degree, Master Degree or Certification Program that is organizationally-related.
- C. Reimbursement will be granted only for pre-approved courses completed with a grade of "C" (2.0) or better.
- D. Reimbursement is for the cost of tuition only and does not include other expenses or fees such as registration fees, books, mileage, parking fees, laboratory fees, etc.
- E. Maximum reimbursement per employee, per fiscal year is \$2,500.

- F. Employees who receive any monetary assistance from other sources, such as scholarships, grants-in-aid, G.I. Bill, etc., shall be eligible only for reimbursement of the difference between the outside financial assistance and the actual tuition costs.
- G. Prior to receipt of reimbursement, the employee will be required to sign a letter agreeing to repay the reimbursement if the employee terminates employment (including retirement) or is terminated by the City within (1) year of receiving the reimbursement.

38. EXIT INTERVIEWS

Any employee terminating active employment with the City will be given an exit interview by an employee of the Human Resources Department and/or Finance Department during which time an explanation of all rights and benefits, as well as an accounting of all sums due, will be provided to the employee or, in the case of death, this information will be provided to his or her spouse.

39. WAIVER OF NEGOTIATIONS

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

40. JUDICIAL REVIEW

If any article or section of this Agreement or any supplement thereto shall be held invalid by the operation of law or by any tribunal, the remainder of this Agreement and supplements thereto shall not be affected thereby.

41. DURATION OF AGREEMENT

This Agreement shall remain in full force and effect from July 1, 2016 until June 30, 2021, and thereafter until amended or modified. Either party may, between January 1, 2021 and March 1, 2021, serve written notice upon the other party of its desire to modify or amend this Agreement. In such event, the parties shall commence negotiations

immediately on such proposed amendments for a succeeding contract. Any such amendment or modification would become effective after June 30, 2021.

42. EMERGENCY MANAGER

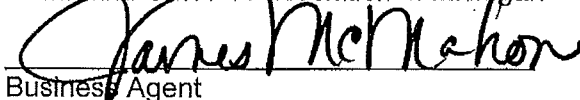
An emergency manager appointed under the Local Financial Stability and Choice Act ("Act") may reject, modify or terminate the collective bargaining agreement as provided within the Act. Provisions required by this subsection are prohibited subjects of bargaining under this act.

By inclusion of section 40, as mandated by statute, the Union does not waive the right to challenge, under Article I, section 10 of the Michigan Constitution, actions of an Emergency Manager which invalidate any provisions of an existing collective bargaining agreement.

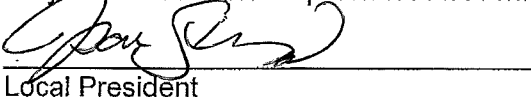
In Witness Whereof, the parties hereby have executed this Agreement upon this 9th day of May, 2016.

FOR THE ASSOCIATION:

Command Officers Association of Michigan

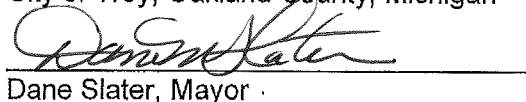

Business Agent

Troy Communication Supervisors Association

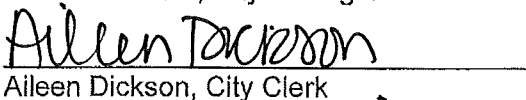

Local President

FOR THE EMPLOYER:

City of Troy, Oakland County, Michigan


Dane Slater, Mayor


Brian Kischnick, City Manager


Aileen Dickson, City Clerk


Jeanette Menig, Human Resources Director



500 West Big Beaver
Troy, MI 48084
troyml.gov

**Troy Communication Supervisors (TCSA)
Tentative Agreement – Wage Reopener 7/1/2020
June 30, 2020**

Effective retroactive to 7/1/2020 the previously negotiated 2.0% wage increase will be replaced with a 2.5% wage increase.

FOR THE UNION:

James McMahon
[Signature]

Date: July 7, 2020

FOR THE CITY:

[Signature]
MARLE F. MILLER

Date: July 07 2020



500 West Big Beaver
Troy, MI 48084
troymi.gov

I-09

CITY COUNCIL AGENDA ITEM

Date: June 18, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Lisa Burnham, Controller
Kurt Bovensiepe, Public Works Director
Dennis Trantham, Facilities and Grounds Operations Manager
Joe Lagarde, Facilities Division Supervisor
Emily Frontera, Purchasing Manager

Subject: Budget Amendment and Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Flooring Replacement at the Fire and Police Training Center Offices and Classrooms
Standard Purchasing Resolution 4: Oakland County Purchasing Cooperative – Fire and Police Training Center Classroom Electrical Upgrades

History

The Fire and Police Training Center was constructed in 2001 and has provided countless hours of training for the City of Troy Fire and Police Department as well as hosting a litany of classes. While the Fire and Police Training Center met the needs of training 20 years ago, the platform of training has evolved leaving our facilities outdated and in need of refreshing to stay relevant and a desirable location for trainers throughout the country.

The Fire Department utilizes the training center on a weekly basis for in-house firefighter training for our 180 volunteer firefighters. Outside classes for specialty training, such as extrication and ice rescue classes and certification courses for Fire Officers and Fire Instructors are held here several times throughout the year. These classes have students from neighboring fire departments and around the state. The training center also hosts two different fire academies for initial firefighter training.

The Police Department hosts numerous certified training courses annually, attended by hundreds of officers from around the state. As the host agency, the Troy Police Department receives complementary seats in the classes. The arrangement results in over \$20,000.00 of free training annually. For example, in 2019 the Troy Police Department hosted 45 courses that 175 Troy Police Officers attended at no cost saving \$25,784.00. These courses range from FBI Crisis Negotiation to De-escalation Training.

In addition to the cost savings for complementary seats in training courses, Troy is a leader in training. Firefighters and Police Officers from across the state come to the City of Troy to better themselves and their professions. The training center is also used for meetings, annual in-house training, community events such as red cross blood drives, food drives, and community meetings. The training center is also the back-up Emergency Operations Center for the City of Troy.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Purchasing

On June 10, 2021, a bid opening was conducted as required by City Charter and Code to furnish all equipment, material and labor to provide and install flooring at the Troy Fire and Police Training Center offices and classrooms. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; www.mitn.info. Three (3) companies attended the Pre-Bid meeting which was held on June 4, 2021. Two (2) bid response were received. Below is a detailed summary of potential vendors:

Companies notified via MITN	233
Troy Companies notified via MITN	8
Troy Companies - Active email Notification	8
Troy Companies - Active Free	0
Companies that viewed the bid	17
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.

- *Flooring Services Inc. of Livonia, MI* is the low bidder meeting all bid specifications and is being recommended for the replacement and installation of the flooring as specified at the Fire and Police Training Center.
- *Note that Flooring Services, Inc.* references were all positive. The company also has over 20 years of experience and proven skill with commercial flooring installation projects.
- Pricing for the Electrical Upgrades including all labor, materials and equipment has been secured from *Shaw Service and Maintenance of Southfield, MI* through the Oakland County Purchasing Cooperative Contract #005446 per proposal S210329003.
- City Council authorized participation in the Cooperative Purchasing Programs on November 9, 2020 (Resolution #2020-11-165-J-8).

Financial

Funds are budgeted and available in the amount of \$100,000 In the Building Operations Fire and Police Training Center Capital Project Fund. The acquisition will require a budget appropriation amendment in the amount of \$18,000 for the 2022 fiscal year. Expenditures will be charged to account number 401.264.261.7975.

Recommendation

City Management recommends awarding a contract to the low bidder meeting specifications *Flooring Services Inc. of Livonia, MI* for the flooring replacement at the Fire and Police Training Center offices and classrooms at prices contained in the attached bid tabulation opened on June 10, 2021 for an estimated total of \$23,720 with a 10% contingency. City Management also recommends awarding a contract to *Shaw Service and Maintenance of Southfield, MI* for the Electrical Upgrades at an estimated cost of \$83,548 with a 10% contingency. It is also requested that City Council approve a budget amendment to the Capital Account in the amount of \$18,000.

Opening Date: 06/10/2021
Date Reviewed: 06/10/2021

CITY OF TROY
BID TABULATION
FLOORING: TRAINING CENTER

ITB-COT 21-22
Page 1 of 2

VENDOR NAME:	Flooring Services, Inc.	Global Office Solutions
CITY:	Livonia, MI	Novi, MI
CHECK NUMBER:	2014609598-99	2014713229
CHECK AMOUNT:	\$3,000.00	\$2,000.00

PROPOSAL: To furnish ALL NECESSARY EQUIPMENT, MATERIAL (including 10% carpet attic stock) AND LABOR TO PROVIDE AND INSTALL FLOORING AT THE POLICE AND FIRE TRAINING CENTER

DESCRIPTION	TOTAL	TOTAL
<u>PROPOSAL A- Fire Department Office: Remove all existing flooring and cove wall base. Install Tarkett 9x36 plank carpet tiles. Price will include complete removal of existing glue-down carpet and disposal in dumpster furnished by bidder. Bidder will move furniture as necessary and reinstall. If additional floor preparations are needed they should be priced out separately. Installation of flooring will be direct glued to floor. NO ALTERNATIVES ACCEPTED; BID AS SPECIFIED.</u>		
CARPET Description:	Tarkett 9x36 plank carpet tiles. Style: Geo Knit 10887. Color: Saturated Grey-42703 Backing: Ethos w/Omnicoat Installation pattern: Vertical Ashlar	
Cove Description:	Roppe 4" Standard Toe 123 Charcoal	
Proposal A - Complete for the Sum of:	\$2,475.00	\$1,410.00
<u>PROPOSAL B- Police Department Office: Remove all existing flooring and cove wall base. Install Tarkett 9x36 plank carpet tiles. Price will include complete removal of existing glue-down carpet and disposal in dumpster furnished by bidder. Bidder will move furniture as necessary and reinstall. If additional floor preparations are needed they should be priced out separately. Installation of flooring will be direct glued to floor. NO ALTERNATIVES ACCEPTED; BID AS SPECIFIED.</u>		
CARPET Description:	Tarkett 9x36 plank carpet tiles. Style: Geo Knit 10887. Color: Saturated Grey-42703 Backing: Ethos w/Omnicoat Installation pattern: Vertical Ashlar	
Cove Description:	Roppe 4" Standard Toe 123 Charcoal	
Proposal B - Complete for the Sum of:	\$3,525.00	\$3,690.00
<u>PROPOSAL C- Class Room A: Install Tarkett 9x36 carpet tiles and black transitions. Installation of flooring will be direct glued to floor. NO ALTERNATIVES ACCEPTED; BID AS SPECIFIED.</u>		
CARPET Description:	Tarkett 9x36 plank carpet tiles. Style: Geo Knit 10887. Color: Saturated Grey-42703 Backing: Ethos w/Omnicoat Installation pattern: Vertical Ashlar	
Cove Description:	Roppe 4" Standard Toe 123 Charcoal	
Proposal C - Floor Plan Complete for the Sum of:	\$5,325.00	\$5,250.00
<u>PROPOSAL D- Class room B and C: Install Tarkett 9x36 carpet tiles and black transitions. Installation of flooring will be direct glued to floor. NO ALTERNATIVES ACCEPTED; BID AS SPECIFIED.</u>		
CARPET Description:	Tarkett 9x36 plank carpet tiles. Style: Geo Knit 10887. Color: Saturated Grey-42703 Backing: Ethos w/Omnicoat Installation pattern: Vertical Ashlar	
Cove Description:	Roppe 4" Standard Toe 123 Charcoal	
Proposal D - Complete for the Sum of:	\$12,395.00	\$14,100.00
Grand Total:	\$23,720.00	\$24,450.00

CITY OF TROY
BID TABULATION
FLOORING: TRAINING CENTER

ITB-COT 21-22
Page 2 of 2

		VENDOR NAME:	Flooring Services, Inc.	Global Office Solutions
		CITY:	Livonia, MI	Novi, MI
Color Samples Provided:	Y or N		Y	Y
Schedule of Values Forms Attached:	Y or N		Y	Y
Attended Mandatory Pre-Bid Meeting:	Y or N		Y	Y
Meet Delivery/Installation Schedule:	Y or N		Y	Y
Questionnaire Attached:	Y or N		Y	Y
# of Years Experience:			20 years+	15 years+
Hours of Operation:			6PM - 4:30PM	8AM - 5PM
24 Hr. Phone Number:			Will Dyer 248-866-8501	248-449-9100
References:	Y or N		Y	Y
Can meet Insurance:	Y or N		Y	Y
Payment Terms:			Net 30	Net 30 Days
Exceptions:	Y or N		None	None
Acknowledgement:	Y or N		Y	Y
Signed Addendum:	Y or N		Y	Y
Forms:	Y or N		Y	Y

Attest:

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

Dennis Trantham

Joe Lagarde

Heather Chomiak

Kristine Kallek

Jackie Ahlstrom

Emily Frontera

Purchasing Manager

Date: 4/16/2021

Proposal ID: S210329003

TO: Dennis Trantham
City of Troy
4695 Rochester Road
Troy, MI 48085

FROM: Mark A Feters
PROJECT: City of Troy Training Room

Shaw Service and Maintenance Contacts

Mark Feters, Service Manager	Direct (248) 228-2019 Cell (248) 345-9538 mfeters@shawsi.com
Dispatch	Direct (248) 228-2028
After Hours Emergency Number	(877) 370-7076
Service Email	service@shawsi.com

<i>Included</i>	<i>Excluded</i>		<i>Included</i>	<i>Excluded</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Use Tax	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Payment & Performance Bonds
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Electrical Permit Costs & Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Overtime Costs
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fire Division Inspection Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Temperature Controls
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Building Permit Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Patching &/or repair of holes in walls or floors

This Proposal is based upon Shaw Service & Maintenance's Standard Terms and Conditions (see Page 2) unless otherwise indicated below.

SCOPE OF WORK:

POWER:

The current panel boards in the facility do not have room for added circuits. It is recommended to add (1) New Branch Circuit Panel board as a sub panel to support the new outlets outlined in the scopes for Classroom A and Classroom B.

Furnish and install (1) new 100 Amp 3 Phase 4 Wire Panel in Electrical room

Furnish and install conduit and wire for (1) New Feeder in Electrical Room.

Labor	: \$2,970.00
Equipment	: \$379.00
Material	: \$1,644.00
POWER Offering Price	: \$4,994.00

CLASSROOM A:

Cut and remove concrete for (2) trenches ~20'

Furnish and install (8) floor boxes (4 duplex outlets in 2 trenches)

Furnish and install (6) Wall outlets (surface mount as necessary)

Repair concrete where trenched.

Repair drywall where removed to access floor.

Labor	: \$18,977.00
Equipment	: \$1,044.00
Material	: \$4,946.00
Subcontractor	: \$1,103.00
CLASSROOM A Offering Price	: \$26,649.00

CLASSROOM B:

Cut and remove concrete for (5) trenches ~20'

Furnish and install (20) floor boxes (4 duplex outlets in 5 trenches)

Furnish and install (8) Wall outlets (surface mount as necessary)

Repair concrete where trenched.

Repair drywall where removed to access floor.

Labor	: \$38,943.00
Equipment	: \$1,994.00
Material	: \$8,921.00
Subcontractor	: \$2,048.00
CLASSROOM B Offering Price	: \$51,905.00

EXCLUSIONS & ASSUMPTIONS:

Work is expected to be performed during Monday through Friday during normal working hours excluding holidays.

Quoted as Time and Material Not to Exceed

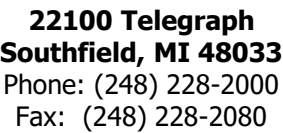
Pricing per Oakland County contract 5446

Mark A Fetters

Shaw Service & Maintenance

Standard Terms & Conditions

1. Payment terms are monthly progress payments net 30 days due.
2. The offering price is valid for 30 days. Shaw Service & Maintenance reserves the right to extend this term without notice.
3. Subcontract terms and conditions are subject to review and approval prior to award of a subcontract to Shaw Service & Maintenance.
4. Terms are pending approval by Shaw Service & Maintenance credit manager.
5. This Proposal is based on the schedule and time durations presented at time of bid. A change in schedule shall constitute a change in scope of work.
6. All equipment furnished is F.O.B. shipping points with freight allowed to jobsite.
7. The price includes a warranty as specified in the Bid Documents. No other warranty is expressed or implied.



2021 CITY OF TROY ELECTRICAL SERVICES BULLETIN SPREADSHEET

PROJECT:		CITY OF TROY ELECTRICAL SERVICES		SHAW PROJECT #:		S210329003	
QUOTE FOR:		CLASSROOM B FLOOR BOXES AND WALL OUTLETS		SHAW MMS RFC #:			
DATED:		4/15/2021		SHAW REVISION #:			
DESCRIPTION:		PER WRITTEN SCOPE ABOVE					
PLANS ISSUED:		n/a					
SPECS. ISSUED:		"					
SKETCHES ISSUED:		"					
QTY ELEC/TECH DWGS ISSUED:		0					
MATERIAL		Estimated conduit,wire				\$535	
		Panelboard		0		\$850	
				0			
		0%				\$0	
		MI USE TAX @		6%		\$83	
		MARKUP		12%		\$176	
		MATERIAL TOTAL				\$1,644	
DIRECT INSTALLATION LABOR COST - PER ATTACHED SHEETS							
0 HOURS @ Straight		\$ 82.00				\$0	
0 HOURS @ "		\$ 97.00		JOURNEYMAN ELECTRICIAN		\$0	
24 HOURS @ "		\$ 119.00		SERVICE ELECTRICIAN		\$2,856	
0 HOURS @ Time & 1/2		\$ 105.00				\$0	
0 HOURS @ "		\$ 130.00		JOURNEYMAN ELECTRICIAN		\$0	
0 HOURS @ "		\$ 151.00		SERVICE ELECTRICIAN		\$0	
0 HOURS @ Double		\$ 130.00				\$0	
0 HOURS @ "		\$ 164.00		JOURNEYMAN ELECTRICIAN		\$0	
0 HOURS @ "		\$ 189.00		SERVICE ELECTRICIAN		\$0	
SUPERVISION - 4% OF DIRECT LABOR HOURS (DETAILING, LOGISTICS)							
1.0 HOURS @ Straight		\$ 119.00				\$114	
		0%		INCREASE RATES FOR NON DAY SHIFT/FUTURE RATES		\$0	
LABOR TOTAL						\$2,970	
DJE EQUIPMENT - LARGE OR SPECIAL TOOLING							
MAN LIFTS / SNORKEL LIFTS / SCAFFOLDING / FALL PROTECTION						\$0	
RIGGING / HOISTING / LULL / FORKLIFT						\$0	
PARKING FEES / MILEAGE / FUEL						\$0	
MEGGER, PHASE ROTATION METER						\$35	
CONCRETE						\$0	
CHIPPING TOOLS						\$0	
PERMIT						\$0	
ENGINEERING / DOCUMENT MAINTENANCE							
4 HOURS		\$ 86.00		SERVICE ENGINEER/FIELD DETAIL/SURVEY		\$344	
0 HOURS		\$ 80.00		BIM COORDINATOR/PLOTS/DWGS		\$0	
0 HOURS		\$ 65.00		ADMINISTRATIVE ASSISTANT		\$0	
DIRECT JOB EXPENSES / SMALL TOOLS / SAFETY / CONSUMMABLES / FIRST AID							
AS PERCENT @		0.0%		OF LABOR ABOVE TOTAL		\$0	
or AS ITEMIZED ON THE DJE CHECKLIST SHEET (Page 2 of 2)						\$0	
DIRECT JOB EXPENSES TOTAL						\$379	
						\$4,994	
		0%				\$0	
SUBCONTRACTORS							
						\$0	
X						\$0	
X						\$0	
X						\$0	
SUBCONTRACTOR TOTAL						\$0	
FEE ON SUBS @		5%				\$0	
PLM BOND / INSURANCE COSTS						\$0	
TOTAL PRICE FOR THIS QUOTATION						\$4,994	



22100 Telegraph
Southfield, MI 48033
Phone: (248) 228-2000
Fax: (248) 228-2080

2021 CITY OF TROY ELECTRICAL SERVICES BULLETIN
SPREADSHEET

PROJECT: CITY OF TROY ELECTRICAL SERVICES		SHAW PROJECT #: S210329003	
QUOTE FOR: CLASSROOM A FLOOR BOXES AND WALL OUTLETS		SHAW MMS RFC #:	
DATED: 4/15/2021		SHAW REVISION #:	
DESCRIPTION: PER WRITTEN SCOPE ABOVE			
PLANS ISSUED: n/a			
SPECS. ISSUED: "			
SKETCHES ISSUED: "			
QTY ELEC/TECH DWGS ISSUED: 0			
MATERIAL			
Estimated conduit,wire, receptacles			\$2,378
Duplex Floor Box assemblies		0	\$1,788
		0	
		0%	\$0
MI USE TAX @		6%	\$250
MARKUP		12%	\$530
MATERIAL TOTAL			\$4,946
DIRECT INSTALLATION LABOR COST - PER ATTACHED SHEETS			
0 HOURS @ Straight		\$ 82.00	\$0
60 HOURS @ "		\$ 97.00	JOURNEYMAN ELECTRICIAN \$5,820
104 HOURS @ "		\$ 119.00	SERVICE ELECTRICIAN \$12,376
0 HOURS @ Time & 1/2		\$ 105.00	\$0
0 HOURS @ "		\$ 130.00	JOURNEYMAN ELECTRICIAN \$0
0 HOURS @ "		\$ 151.00	SERVICE ELECTRICIAN \$0
0 HOURS @ Double		\$ 130.00	\$0
0 HOURS @ "		\$ 164.00	JOURNEYMAN ELECTRICIAN \$0
0 HOURS @ "		\$ 189.00	SERVICE ELECTRICIAN \$0
SUPERVISION - 4% OF DIRECT LABOR HOURS (DETAILING, LOGISTICS)			
6.6 HOURS @ Straight		\$ 119.00	\$781
		0%	INCREASE RATES FOR NON DAY SHIFT/FUTURE RATES \$0
LABOR TOTAL			\$18,977
DJE EQUIPMENT - LARGE OR SPECIAL TOOLING			
MAN LIFTS / SNORKEL LIFTS / SCAFFOLDING / FALL PROTECTION			\$0
RIGGING / HOISTING / LULL / FORKLIFT			\$0
PARKING FEES / MILEAGE / FUEL			\$0
MEGGER, PHASE ROTATION METER			\$0
CONCRETE			\$750
CHIPPING TOOLS			\$200
PERMIT			\$150
			\$0
ENGINEERING / DOCUMENT MAINTENANCE			
4 HOURS		\$ 86.00	SERVICE ENGINEER/FIELD DETAIL/SURVEY \$344
0 HOURS		\$ 80.00	BIM COORDINATOR/PLOTS/DWGS \$0
0 HOURS		\$ 65.00	ADMINISTRATIVE ASSISTANT \$0
DIRECT JOB EXPENSES / SMALL TOOLS / SAFETY / CONSUMMABLES / FIRST AID			
AS PERCENT @		0.0%	OF LABOR ABOVE TOTAL \$0
or AS ITEMIZED ON THE DJE CHECKLIST SHEET (Page 2 of 2)			\$0
DIRECT JOB EXPENSES TOTAL			\$1,444
			\$25,367
			\$0
SUBCONTRACTORS			
MANTICORE CONCRETE CUTTING			\$450
DRYWALL REPAIR			\$600
x			\$0
x			\$0
SUBCONTRACTOR TOTAL			\$1,050
FEE ON SUBS @		5%	\$53
PLM BOND / INSURANCE COSTS			\$0
TOTAL PRICE FOR THIS QUOTATION			\$26,469



22100 Telegraph
Southfield, MI 48033
Phone: (248) 228-2000
Fax: (248) 228-2080

2021 CITY OF TROY ELECTRICAL SERVICES BULLETIN
SPREADSHEET

PROJECT: CITY OF TROY ELECTRICAL SERVICES		SHAW PROJECT #: S210329003	
QUOTE FOR: CLASSROOM B FLOOR BOXES AND WALL OUTLETS		SHAW MMS RFC #:	
DATED: 4/15/2021		SHAW REVISION #:	
DESCRIPTION: PER WRITTEN SCOPE ABOVE			
PLANS ISSUED: n/a			
SPECS. ISSUED: "			
SKETCHES ISSUED: "			
QTY ELEC/TECH DWGS ISSUED: 0			
MATERIAL			
Estimated conduit,wire, receptacles			\$4,534
Duplex Floor Box assemblies		0	\$2,980
		0	
		0%	\$0
MI USE TAX @		6%	\$451
MARKUP		12%	\$956
MATERIAL TOTAL			\$8,921
DIRECT INSTALLATION LABOR COST - PER ATTACHED SHEETS			
0 HOURS @ Straight		\$ 82.00	\$0
120 HOURS @ "		\$ 97.00	JOURNEYMAN ELECTRICIAN \$11,640
216 HOURS @ "		\$ 119.00	SERVICE ELECTRICIAN \$25,704
0 HOURS @ Time & 1/2		\$ 105.00	\$0
0 HOURS @ "		\$ 130.00	JOURNEYMAN ELECTRICIAN \$0
0 HOURS @ "		\$ 151.00	SERVICE ELECTRICIAN \$0
0 HOURS @ Double		\$ 130.00	\$0
0 HOURS @ "		\$ 164.00	JOURNEYMAN ELECTRICIAN \$0
0 HOURS @ "		\$ 189.00	SERVICE ELECTRICIAN \$0
SUPERVISION - 4% OF DIRECT LABOR HOURS (DETAILING, LOGISTICS)			
13.4 HOURS @ Straight		\$ 119.00	\$1,599
		0%	INCREASE RATES FOR NON DAY SHIFT/FUTURE RATES \$0
LABOR TOTAL			\$38,943
DJE EQUIPMENT - LARGE OR SPECIAL TOOLING			
MAN LIFTS / SNORKEL LIFTS / SCAFFOLDING / FALL PROTECTION			\$0
RIGGING / HOISTING / LULL / FORKLIFT			\$0
PARKING FEES / MILEAGE / FUEL			\$0
MEGGER, PHASE ROTATION METER			
CONCRETE			\$1,300
CHIPPING TOOLS			\$200
PERMIT			\$150
			\$0
ENGINEERING / DOCUMENT MAINTENANCE			
4 HOURS		\$ 86.00	SERVICE ENGINEER/FIELD DETAIL/SURVEY \$344
0 HOURS		\$ 80.00	BIM COORDINATOR/PLOTS/DWGS \$0
0 HOURS		\$ 65.00	ADMINISTRATIVE ASSISTANT \$0
DIRECT JOB EXPENSES / SMALL TOOLS / SAFETY / CONSUMMABLES / FIRST AID			
AS PERCENT @		0.0%	OF LABOR ABOVE TOTAL \$0
or AS ITEMIZED ON THE DJE CHECKLIST SHEET (Page 2 of 2)			\$0
DIRECT JOB EXPENSES TOTAL			\$1,994
			\$49,858
			\$0
SUBCONTRACTORS			
MANTICORE CONCRETE CUTTING			\$1,050
DRYWALL REPAIR			\$900
x			\$0
x			\$0
SUBCONTRACTOR TOTAL			\$1,950
FEE ON SUBS @		5%	\$98
PLM BOND / INSURANCE COSTS			\$0
TOTAL PRICE FOR THIS QUOTATION			\$51,905



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: June 21, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Robert Maleszyk, Chief Financial Officer
Lisa Burnham, Controller

Subject: 2021/2022 Budget Amendments and Re-Appropriations

History

The State of Michigan contacted the City regarding Act 51 reporting and how it is reported in the general ledger. In response to this, in May of this year, City Council adopted a budget for fiscal year 2022 that included a reorganization of General Fund expenditures to be compliant with the State's request. Further, we need to make these same changes to Fiscal 2021 through the use of budget amendments. Michigan Transportation Funds (ACT 51 funds) must be expended in the Major and Local Street funds rather than be transferred to and expended from the General Fund. Those changes must be implemented in the actual year end numbers for the 2021 Fiscal Year in order to be compliant with MCL 247.663. Please see details on the attached document.

In addition, the City has several Capital Projects and a Police Department Project utilizing Forfeiture funds in Fiscal Year 2021 that will not be completed prior to June 30, 2021. This is primarily due to the Covid-19 Pandemic. The projects and details are listed on the attached document.

Financial

Budget Amendments:

Budget amendments for the 2021 Fiscal Year for the Act 51 eligible funds are detailed in the attached document.

Budget Re-Appropriations:

Funds were budgeted in the 2021 Fiscal Year for the projects listed on the attached document. These listed projects will need to be re-appropriated to the 2022 Fiscal Year.

Recommendation

City Administration recommends amending the General Fund and the Major and Local Streets Funds for the 2021 Fiscal Year and the re-appropriation of the Capital Projects and Police Forfeiture Project to Fiscal Year 2022 as detailed on the attached documents.

Proposed Budget Amendment-ACT 51 Funds

<u>Fund</u>	<u>Department/Division</u>	<u>Current Budget</u>	<u>Proposed Budget</u>	<u>Budget Amendment</u>
General	Expenditures (Decreases)			
	Streets-County	\$ 541,370.00	\$ -	\$ (541,370.00)
	Streets-Major	\$ 2,576,101.00	\$ -	\$ (2,576,101.00)
	Park Maintenance-MajorTree	\$ 26,430.00	\$ -	\$ (26,430.00)
	Park Maintenance-Street Island Maintenance Major	\$ 84,260.00	\$ -	\$ (84,260.00)
	Streets-Local	\$ 2,482,345.00	\$ -	\$ (2,482,345.00)
	Park Maintenance-Local Tree	\$ 844,090.00	\$ -	\$ (844,090.00)
	Park Maintenance-Street Island Maintenance	\$ 50.00	\$ -	\$ (50.00)
	General Fund Amendment	\$ 6,554,646.00		\$ (6,554,646.00)
	Revenue (Decreases)			
	Transfers In Major Streets	\$ 2,576,101.00	\$ -	\$ (2,576,101.00)
	Transfers in Local Streets	\$ 2,482,345.00	\$ -	\$ (2,482,345.00)
		\$ 5,058,446.00		\$ (5,058,446.00)
Major Streets				
	Streets- Major	\$ -	\$ 2,576,101.00	\$ 2,576,101.00
	Park Maintenance-MajorTree	\$ -	\$ 26,430.00	\$ 26,430.00
	Park Maintenance-Street Island Maintenance	\$ -	\$ 84,260.00	\$ 84,260.00
	Streets- County	\$ -	\$ 541,370.00	\$ 541,370.00
	Transfers Out	\$ 2,576,101.00	\$ -	\$ (2,576,101.00)
	Major Streets Amendment	\$ 2,576,101.00	\$ 3,228,161.00	\$ 652,060.00
Local Streets				
	Streets-Local	\$ -	\$ 2,482,345.00	\$ 2,482,345.00
	Parks Maintenance-Local Tree	\$ -	\$ 844,090.00	\$ 844,090.00
	Parks Maintenance-Street Island Maintenance	\$ -	\$ 50.00	\$ 50.00
	Transfers Outs	\$ 2,482,345.00	\$ -	\$ (2,482,345.00)
	Local Streets Amendment	\$ 2,482,345.00	\$ 3,326,485.00	\$ 844,140.00

\$ -

Department	Account	Amount
Building Operations	401.264.265.7975.040 - Buildings and Improve Cooling Tower	\$ 115,000.00
Building Operations	401.264.277.7975.145 - Buildings and Improve Court Envelope Repairs	\$ 20,000.00
Fire	401.336.344.7975.080 - Buildings and Improve Station Six Generator	\$ 90,580.00
Museum	401.804.804.7975.900 - Buildings and Improve General Repairs Windows	\$ 7,800.00
Parks - Municipal Grounds	401.751.770.7975.135 - Buildings and Improve Boulan Park Restrooms	\$ 36,250.00
Parks - Municipal Grounds	401.751.770.7975.135 - Buildings and Improve Jaycee Park Restrooms	\$ 31,180.00
Parks - Municipal Grounds	401.751.770.7975.135 - Buildings and Improve Firefighters Park Restrooms	\$ 43,160.00
Recreation	401.752.755.7975.125 - Buildings and Improvements- Exterior Repairs	\$ 100,000.00
Recreation	401.752.755.7978.045 - General Equipment Leisure Pool	\$ 77,000.00
Recreation	401.752.755.7975.125 - Buildings and Improve Gym Floor Resurfacing	\$ 30,000.00
Police	401.301.11.305.7978.010 - General Camera Replacement	\$ 45,000.00
Police	401.301.12.315.7978.046 - General - K9	\$ 13,000.00
Police	401.301.12.315.7978.046 - General TST DRONE	\$ 21,000.00
Police	401.301.11.325.7980.030 General EOC Technology Upgrade	\$ 40,000.00
Public Works	401.464.7974.165 - Land Improvements Municipal Parking Lots	\$ 243,850.00
Public Works	401.464.7975.900 - Buildings and Improve CO2 and NO2 Detection System	\$ 65,140.00
	Capital Projects Fund Total	\$ 978,960.00
Aquatic Center	587.789.7978.010 - General Site Updates	\$ 51,950.00
	Aquatic Capital - 587 Fund	\$ 51,950.00
Sewer	590.527.535.7973.174025 - Sewer System Big Beaver Relief Sewer	\$ 1,500,000.00
Sewer	590.527.535.7973.164045 - Sewer System Sanitary Sewer CIPP	\$ 249,000.00
Sewer	590.527.535.7973.164035 - Sewer System Sanitary Lift Stations	\$ 378,000.00
Sewer	590.527.535.7973.184015 - Sewer System Willow Grove Sanitary	\$ 10,000.00
	Sewer Capital - 590	\$ 2,137,000.00
Water	591.537.555.7972.205075 - Water System Maxwell/Stutz	\$ 300,000.00
Water	591.537.555.7972.185025 - Water System Naughton, Wheaton & Piedmont	\$ 250,000.00
Water	591.537.555.7972.205045 - Water System Orchard Trail	\$ 400,000.00
Water	591.537.555.7972.205055 - Water System Indusco Court	\$ 500,000.00
Water	591.537.555.7972.205025 - Water System I75 Xing at Okld Mall Betterment	\$ 750,000.00
Water	591.537.555.7972.205035 - Water System I75 Xing at Maple Betterment	\$ 350,000.00
Water	591.537.555.7972.205065 - Water System Axtell/Hollywood Market	\$ 5,000.00
	Water Capital - 591 Fund	\$ 2,555,000.00
Information Technology	636.228.7980.030 - Computer Software-Exchange Updgrade	\$ 90,000.00
Information Technology	636.228.7980.032 - Computer Consulting Exchange Upgrade	\$ 30,000.00
Information Technology	636.228.7980.020 - Office Equipment Computers- Phone System	\$ 100,000.00
	Information Technology Capital - 636 Fund	\$ 220,000.00
Motor Pool	661.549.565.7981 - Vehicles- 5 Patrol	\$ 150,000.00
Motor Pool	661.549.565.7975.900 - Buildings and Improve- Roof Top Units	\$ 13,000.00
	Motor Pool Capital - 661 Fund	\$ 163,000.00
	Business Type Capital Total	\$ 5,126,950.00
Police	265.321.7740.045 - Operating Supplies Tactical Patrol Rifles	\$ 48,300.00
	Police Forfeiture - 265 Fund Total	\$ 48,300.00
	Police Forfeiture Total	\$ 48,300.00
	Grand Total	\$ 6,154,210.00

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

A. CALL TO ORDER:

A Regular Meeting of the Troy City Council was held on Monday, June 14, 2021, at City Hall, 500 W. Big Beaver Rd. Mayor Baker called the meeting to order at 7:30 PM.

B. ROLL CALL:

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

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

- C-1** Proclamation in Recognition and Appreciation of the Troy Garden Club on Their 50th Anniversary (*Presented by: Mayor Ethan Baker*)
- C-2** Proclamation for Posttraumatic Stress Disorder Awareness Month – June, 2021 (*Presented by: Mayor Ethan Baker*)

D. CARRYOVER ITEMS:

- D-1** No Carryover Items

E. PUBLIC HEARINGS:

- E-1** Conditional Rezoning (CR JPLN2019-001) – Proposed MNK Troy 1, LLC, East Side of Rochester Road, South of Shallowdale, Parcel #88-20-14-152-001 and #88-20-14-301-031), Section 14, From R-1C (One Family Residential), RT (One Family Attached Residential) and EP (Environmental Protection) Districts to RT (One Family Attached Residential) District (*Introduced by: R. Brent Savidant, Community Development Director*)

The Mayor opened the Public Hearing for public comment.

The Mayor closed the Public Hearing after receiving no public comment.

Resolution #2021-06-093

Moved by Hamilton

Seconded by Chamberlain-Creangă

WHEREAS, The City is in receipt of a proposed rezoning request from R-1C (One Family Residential), RT (One Family Attached Residential) and EP (Environmental Protection) Districts to RT (One Family Attached Residential) District; and,

WHEREAS, The subject property to be rezoned, located on the east side of Rochester Road, south of Shallowdale, parcels 88-20-14-152-001 and 88-20-14-301-031, being approximately 1.877 acres in size; and,

WHEREAS, The applicant voluntarily offered a number of conditions, as described in the Conditional Rezoning Agreement and related attachments, as per Section 16.04 of the City of Troy Zoning Ordinance; and,

WHEREAS, One of the conditions voluntarily submitted by the applicant was a concept sketch for a 32-unit condominium development; and,

WHEREAS, Future development of the subject property will require Preliminary Site Plan Approval by the Planning Commission, at which time the application shall be required to meet all Zoning Ordinance standards and all voluntarily offered conditions; and,

WHEREAS, The conditional rezoning was recommended for approval by the Planning Commission by a 8-0 vote; and,

WHEREAS, The proposed rezoning is supported by the Master Plan and advances the general and specific development policies of the Master Plan; and,

WHEREAS, The proposed rezoning meets the Standards for Rezoning Approval listed in Section 16.03.C of the City of Troy Zoning Ordinance; and,

WHEREAS, The proposed site design mitigates potential impacts on adjacent properties.

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the R-1C, RT and EP Districts to RT District Conditional Rezoning Agreement and related attachments.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the Mayor and City Clerk to sign the Conditional Rezoning Agreement on behalf of the City of Troy.

BE IT FINALLY RESOLVED, The City of Troy Zoning District Map is hereby **AMENDED**.

Yes: All-7
No: None

MOTION CARRIED

E-2 Preliminary Site Plan Review (File Number SP2020-0013) – Proposed The Meadows of Troy (One Family Residential Cluster), East of John R, North of Square Lake (Parcel #88-20-01-300-016), Section 01, Currently Zoned R-1D (One Family Residential) District (*Introduced by: R. Brent Savidant, Community Development Director*)

The Mayor opened the Public Hearing for public comment.
The Mayor closed the Public Hearing after receiving comment from Chuck Shepherd, Mary Bogush, and Tina Catron.

Resolution #2021-06-094

Moved by Hamilton
Seconded by Hodorek

WHEREAS, The City is in receipt of a proposed preliminary site plan application for The Meadows of Troy, a 31-unit detached single family condominium One Family Cluster development; and,

WHEREAS, The base density under the R-1D (One-Family Residential) District as determined by the submission of a parallel plan is 25 units; and,

WHEREAS, In exchange for 6 additional units above the base density established by the parallel plan, the applicant is providing 30% open space, for a total of 31 units; and,

WHEREAS, The cluster development better protects the site's natural resources than if the site were not developed as a cluster; and,

WHEREAS, The cluster development better protects the adjacent properties than if the site were not developed as a cluster; and,

WHEREAS, The cluster development is compatible with adjacent properties; and,

WHEREAS, The site can be adequately served with municipal water and sewer; and,

WHEREAS, The applicant is providing a public parking lot and trail head to provide access to the Troy School District property; and,

WHEREAS, The applicant is providing a housing product with first floor master bedroom and bath, a housing type desired by the community; and,

WHEREAS, The proposed cluster development was recommended for approval by the Planning Commission by a 5-4 vote;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the proposed The Meadows of Troy Site Condominium, 31-units/lots, located on the north side of Square Lake, east of John R, Section 1, currently zoned R-1D (One Family Residential) District, subject to the following:

1. Provide a new wetland assessment or extension from EGLE.
2. Provide a maintenance agreement for the public parking lot.
3. Provide easement over Turtle Woods Drive for access to the public parking lot.

Yes: All-7
No: None

MOTION CARRIED

The Meeting **RECESSED** at 9:36 PM.

The Meeting **RECONVENED** at 9:41 PM.

F. PUBLIC COMMENT:

There was no one wishing to provide public comment.

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 – None; b) City Council Appointments – None

a) Mayoral Appointments: None

b) City Council Appointments: None

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

a) Mayoral Nominations: None

b) City Council Nominations: None

I-3 No Closed Session Requested

I-4 Confirmation of Appointment of Renee Hazen to City Treasurer (*Introduced by: Robert J. Bruner, Assistant City Manager*)

Resolution #2021-06-095

Moved by Baker

Seconded by Abraham

WHEREAS, The City Manager has the authority to appoint the City Treasurer with confirmation by the City Council Under Section 3.9 of the City Charter; and,

WHEREAS, The City Manager certified the eligibility of Renee Hazen as City Treasurer;

THEREFORE, BE IT RESOLVED, That Troy City Council **CONFIRMS** the City Manager's Appointment of Renee Hazen as City Treasurer effective of July 1, 2021.

Yes: All-7

No: None

MOTION CARRIED

J. CONSENT AGENDA:

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

Resolution #2021-06-096-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 #2021-06-096-J-2

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

- a) City Council Minutes-Draft – May 24, 2021
-

J-3 Proposed City of Troy Proclamations:

Resolution #2021-06-096-J-3

- a) Proclamation in Recognition of Pastor Robert Cornwall for 13 Years of Service at Central Woodward Christian Church
-

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 3: Exercise Renewal Option – MITN Purchasing Cooperative – Catch Basin, Storm Water Pipe and Concrete Stabilization Program**

Resolution #2021-06-096-J-4a

RESOLVED, That Troy City Council hereby **APPROVES** a one (1) year contract renewal to the low bidder, *Havener Properties LLC dba Havener Tech of Troy, MI*, for Injections to Stabilize Storm Water Catch Basins on an as-needed and as-scheduled basis as per the MITN cooperative bid hosted by City of Farmington Hills at the unit pricing listed below, but not to exceed budgetary limitations; contract expiring June 30, 2022.

ITEM #	DESCRIPTION	UNIT	UNIT PRICE
1.	Injection stabilization of Storm Water Catch Basin	Each	\$515.00
2.	Injection stabilization of Storm Water Pipe or Concrete Slab	Pound	\$10.00
3.	Mobilization	Lump Sum	\$0.00

b) Standard Purchasing Resolution 1: Award to Sole Bidder – Pump Repair and Emergency Repair Services – Indoor and Outdoor Pools and Stormwater Detention Basin Pump Stations

Resolution #2021-06-096-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** a three (3) year contract with an option to renew for two (2) additional years to the sole bidder meeting specifications, *Kennedy Industries of Wixom, MI*, for Pump Repair and Emergency Services on an as-needed basis at the Troy Family Aquatic Center, Troy Community Center and Stormwater Detention Basin Pump Stations, at unit prices contained in the bid tabulation opened June 3, 2021; contracts to expire June 30, 2026.

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

c) Standard Purchasing Resolution 4: H-GAC Cooperative Purchasing Program – Ladder Truck for the Fire Department

Resolution #2021-06-096-J-4c

RESOLVED, That Troy City Council hereby **AWARDS** a contract to *Apollo Fire Equipment of Romeo, MI*, the local authorized dealer in Michigan for Sutphen, for the purchase of one (1) Sutphen SLR75 Ladder Truck from *Sutphen Corporation of Dublin, OH* for an estimated total cost of \$894,239.47 as detailed in the attached proposal and as per the H-GAC Cooperative Purchasing Contract #FS12-19.

d) Standard Purchasing Resolution 4: Sourcewell Cooperative Purchasing Program – Air Tender Truck for the Fire Department

Resolution #2021-06-096-J-4d

RESOLVED, That Troy City Council hereby **AWARDS** a contract to *Apollo Fire Equipment of Romeo, MI*, the local authorized dealer in Michigan for Hackney, for the purchase of one (1) Hackney Air Tender vehicle from *VT Hackney of Washington, NC* for an estimated total cost of \$396,309 as detailed in the attached proposal and as per the Sourcewell Cooperative Purchasing Contract #022818-VTH.

e) **Award Standard Purchasing Resolution 3: Exercise Renewal Option – Workers' Compensation Renewal**

Resolution #2021-06-096-J-4e

RESOLVED, That Troy City Council **APPROVES** the one (1) year renewal Agreement with the Michigan Municipal League Workers' Compensation Fund for Workers' Compensation Insurance and **AUTHORIZES** payment in an amount not to exceed the annual premium of \$658,217 for one (1) year and **AUTHORIZES** the City Attorney to execute any documents necessary for the renewal of the Agreement with the Michigan Municipal League Workers' Compensation Fund; contract to expire June 30, 2022.

J-5 Request for Acceptance of Four Permanent Easements from GFA Development, Inc. – Sidwell #88-20-27-331-030 and -032

Resolution #2021-06-096-J-5

RESOLVED, That Troy City Council hereby **ACCEPTS** four permanent easements for storm sewers and surface drainage, and sidewalks from GFA Development, Inc., owner of the properties having Sidwell #88-20-27-331-030 and -032.

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-6 Request for Acceptance of a Warranty Deed and Permanent Easements from Regency of Troy, Sidwell #88-20-32-126-001

Resolution #2021-06-096-J-6

RESOLVED, That Troy City Council **ACCEPTS** a warranty deed for right-of-way and three permanent easements for storm sewers and surface drainage, emergency ingress/egress, and water mains from Troy Senior Leasing, LLC, owner of the property having Sidwell #88-20-32-126-001.

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.

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):

a) Chapter 107 – Troy Traffic and Motor Vehicle Ordinance

L. COUNCIL REFERRALS:

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

L-1 No Council Referrals**M. REPORTS:****M-1 Minutes – Boards and Committees: None Submitted**

- a) Global Troy Advisory Committee-Final – November 18, 2020
 - b) Global Troy Advisory Committee-Final – December 16, 2020
 - c) Global Troy Advisory Committee-Final – January 13, 2021
 - d) Retiree Healthcare Benefits Plan & Trust Board-Final – February 10, 2021
 - e) Volunteer Firefighters' Incentive Plan & Trust Board of Trustees-Final – February 10, 2021
 - f) Global Troy Advisory Committee-Final – February 20, 2021
 - g) Employees' Retirement System Board of Trustees-Final – March 10, 2021
- Noted and Filed
-

M-2 Department Reports:

- a) Annual Reporting – Troy Local Development Finance Authority (LDFA)
 - b) Coronavirus State and Local Fiscal Recovery Funds
- Noted and Filed
-

M-3 Letters of Appreciation: None Submitted**M-4 Proposed Proclamations/Resolutions from Other Organizations:**

- a) Oakland County Board of Commissioners Miscellaneous Resolution MR #21177 – Endorsement of Greenhouse Gas Emission Reduction Goals and Creation of Environmental Sustainability Evaluation Standards
- Noted and Filed
-

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

Mayor Baker commented that Saturday was the Run for Nature 5k for the Troy Nature Center, and that Council Member Chamberlain-Creangă is now the fastest runner on City Council, taking home 1st Place of all women runners. He commented that the Nature Center did a really nice job of creating a safe and fun event.

Council Member Chamberlain-Creangă thanked Mayor Baker and Council Member Hamilton for getting her back into running races. She thanked the Troy Nature Society for putting on a great event.

Council Member Chamberlain-Creangă reminded everyone that residents have until this Friday to take the Master Plan survey. Go to www.troymi.gov for the survey link, or use the link on the

flyer created to advertise the survey. Even if you don't have a computer, you can contact the Planning Department for a paper copy of the survey by emailing masterplan@troymi.gov.

Council Member Hamilton commented that the groundbreaking for the Town Center Park occurred last week. He said the Park is scheduled to be completed in about 2.5 months.

Council Member Hamilton thanked Pastor Bob Cornwall for his service to the City of Troy and offered congratulations on his retirement.

Mayor Baker announced that tomorrow evening, the Troy Public Library is hosting a virtual Meet the Author event at 7:00 PM with special guest speaker, Karen Tumulty, author of The Triumph of Nancy Reagan.

Council Member Hamilton commented that the Troy Public Library is now open to the public and will begin their 7-day a week schedule starting July 12th.

O. CLOSED SESSION

O-1 No Closed Session

P. ADJOURNMENT:

The Meeting **ADJOURNED** at 9:56 PM.

Mayor Ethan Baker

M. Aileen Dickson, MMC, MiPMC II
City Clerk

2021 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:**2021 SCHEDULED REGULAR CITY COUNCIL MEETINGS:**

June 28, 2021	Regular Meeting
July 12, 2021	Regular Meeting
July 26, 2021	Regular Meeting
August 9, 2021	Regular Meeting
August 30, 2021	Regular Meeting
September 13, 2021	Regular Meeting
September 27, 2021	Regular Meeting
October 11, 2021	Regular Meeting
October 25, 2021	Regular Meeting
November 8, 2021	Regular Meeting
November 22, 2021	Regular Meeting
December 6, 2021	Regular Meeting
December 13, 2021	Regular Meeting

**PROCLAMATION
TO DECLARE JULY 22, 2021
WORLD FRAGILE X DAY IN THE CITY OF TROY**

WHEREAS, Fragile X is the most common inherited cause of autism and intellectual disabilities worldwide and affects 1 in 4,000 males and 1 in 6,000 females. The FRAXA Research Foundation is an international 501(c)(3) nonprofit organization whose mission is to find effective treatments and ultimately a cure for Fragile X syndrome; and

WHEREAS, Since its founding in 1994, FRAXA has funded over \$30 million in Fragile X research. The Foundation funds scientific research at universities worldwide. Breakthroughs in Fragile X research are also likely to help people affected by Autism, Alzheimer's disease, and other brain disorders; and

WHEREAS, Fragile X syndrome is the most common cause of inherited intellectual disability and the most common known genetic cause of autism or autism spectrum disorders. Over 1.5 million Americans are carriers of a Fragile X mutation and thus have, or are at risk for developing, a Fragile X-associated disorder, and over 100,000 Americans have Fragile X syndrome; and

WHEREAS, Fragile X disorders are also associated with tremor/ataxia syndrome, causing tremors, balance deficiencies, and memory problems, ovarian insufficiency, causing reduced fertility or infertility, menstrual deficiencies, and early menopause; and

WHEREAS, Fragile X is a powerful research model for neuropsychiatric disorders, such as autism, schizophrenia, pervasive developmental disorders, and similar conditions including Alzheimer's, Parkinson's, reproductive problems in women, and other genetically-based medical conditions; and

WHEREAS, Although the genetic defect causing Fragile X has been discovered and is easily identified by DNA testing, Fragile X frequently goes undetected due to its recent discovery and the lack of awareness about the syndrome, even within the medical community; and

WHEREAS, Raising awareness of Fragile X with the public and the medical community will help patients with the Fragile X gene make better informed medical decisions and help those living with Fragile X syndrome to adapt into society and provide significant contributions towards better understanding autism and other Fragile X-associated conditions; and

WHEREAS, On July 22, 2020 more than 60 buildings, bridges, monuments, and entire downtown regions were illuminated in teal to spread the word about Fragile X and celebrate the FRAXA researchers working hard to find effective treatments and ultimately a cure for Fragile X. This year they are working with partners at Harvard University and other Fragile X international organizations to broaden their reach in 2021;

NOW, THEREFORE BE IT RESOLVED, that Troy City Council declares **Thursday, July 22, 2021** to be **World Fragile X Day in the City of Troy** and encourages all citizens to work together to raise awareness of the need for early diagnosis and treatment for the disorder as well as continued research to find a cure; and

BE IT FURTHER RESOLVED, That the City of Troy will illuminate City Hall's outside lights teal on **July 22, 2021** to bring awareness to Fragile X syndrome not only because it is a rare disease but because we need more people to understand the important role Fragile X plays in the autism spectrum – it is a single gene that has been identified.

Presented the 12th Day of July 2021



CITY COUNCIL AGENDA ITEM

Date: June 22, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
 Lisa Burnham, Controller
 Kurt Bovensiepe, Public Works Director
 Scott Carruthers, Streets and Drains Operations Manager
 Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Sole Bidder Meeting Specifications – Major Street Pavement Marking

History

- Pavement markings are installed per the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) and are used to convey messages to roadway users on what part of the road to use and also to communicate conditions ahead.
- Major Street Pavement Markings are completed on an as needed basis throughout the year.
- Pavement marking cost history by year is detailed below:
 - 2016 \$88,419.59
 - 2017 \$94,742.28
 - 2018 \$81,318.50
 - 2019 \$80,239.83
- PK Contracting is the current awarded Major Streets Pavement Markings Contractor.
- The current contract is expiring June 30, 2021.

Purchasing

- On June 10, 2021 a bid opening was conducted as required by City Charter and Code to furnish major street pavement markings. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; www.mitn.info and the bid was also sent to the Troy Chamber of Commerce. One (1) bid response was received. Below is a detailed summary of potential vendors:

Companies notified via MITN	115
Troy Companies notified via MITN	4
Troy Companies notified Active email Notification	4
Troy Companies notified Active Free	0
Companies that viewed the bid	5
Troy Companies that viewed the bid	1

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.



CITY COUNCIL AGENDA ITEM

Purchasing (continued)

- Upon review of the bid proposal, it was determined that P.K. Contracting, Inc. a Troy, MI vendor, was qualified to perform the work specified.
- *P K Contracting of Troy MI* is being recommended for award of this contract.

Financial

Funds are budgeted and available in the Major Streets Fund for the 2022 Fiscal Year. Expenditures will be charged to account number 202.447.22.477.7802.070.

<u>2 Yr. Contract</u>	<u>Amount</u>
1	\$100,600.00
2	<u>\$102,310.00</u>
Total 2-Yr. Contract	\$203,210.00
1 Year Renewal	\$104,660.00

Recommendation

City management recommends awarding a two (2) year contract with the option to renew for one (1) additional year to sole bidder meeting specifications; *PK Contracting, Inc. of Troy, MI* to provide Major Street Pavement Marking services at unit prices as detailed in the bid tabulation opened June 10, 2021 and as detailed below by year. Note that the renewal option will be the same pricing as *Year 2* of the contract. Pavement Marking Services will be installed on an as needed basis, not to exceed budgetary limitations with the contract expiring June 30, 2024.

Opening Date: 06/10/2021
Date Reviewed: 06/10/2021

CITY OF TROY
BID TABULATION
STREET PAVEMENT MARKING

ITB-COT 21-36
Page 1 of 3

VENDOR NAME:	P.K. Contracting, LLC
CITY:	Troy, MI
CHECK #:	1602408609
AMOUNT:	\$4,900.00

PROPOSAL-Two-Year Requirements of Major Street Pavement Marking with an Option to Renew for One Additional Year.

PROPOSAL A: PURCHASE OF THERMOPLASTIC EXTRUDE

ITEM	EST QTY (50 lb. bags)	DESCRIPTION	Year 1 (2021)		Year 2 (2022)	
			Unit Price/Bag	Annual Total	Unit Price/Bag	Annual Total
1	2,000	Thermoplastic Extrude Alkyd White (City/County)	\$36.00	\$72,000.00	\$37.80	\$75,600.00
2	1,000	Thermoplastic Extrude Alkyd Yellow (City/County)	\$36.00	\$36,000.00	\$37.80	\$37,800.00
PROPOSAL A ESTIMATED TOTAL:			\$108,000.00		\$113,400.00	

Proposal A: Sprayable Thermoplastic Manufacturer/Product #:	Manufacturer: Ennis Product #: 884822; 883241
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PROPOSAL B: RETRACE EXISTING MARKINGS - Sprayable Thermoplastic

ITEM	EST QTY (Lineal Feet)	DESCRIPTION	Year 1 (2021)		Year 2 (2022)	
			Unit Price/L.F.	Annual Total	Unit Price/L.F.	Annual Total
1	173,800	4" Solid White, Pavement Marking	\$0.15	\$26,070.00	\$0.16	\$27,808.00
2	54,800	4" Skip White, Pavement Marking	\$0.15	\$8,220.00	\$0.16	\$8,768.00
3	281,000	4" Solid Yellow, Pavement Marking	\$0.15	\$42,150.00	\$0.16	\$44,960.00
4	33,000	4" Skip Yellow, Pavement Marking	\$0.15	\$4,950.00	\$0.16	\$5,280.00
5	1,000	Removal of Pavement Marking 4" Yellow and/or White	\$0.55	\$550.00	\$0.58	\$580.00
PROPOSAL B ESTIMATED TOTAL:			\$81,940.00		\$87,396.00	

PROPOSAL C: MARKING NEW PAVEMENT - Sprayable Thermoplastic

ITEM	EST QTY (Lineal Feet)	DESCRIPTION	Year 1 (2021)		Year 2 (2022)	
			Unit Price/L.F.	Annual Total	Unit Price/L.F.	Annual Total
1	500	4" Solid White	\$0.30	\$150.00	\$0.32	\$160.00
2	500	4" Skip White	\$0.30	\$150.00	\$0.32	\$160.00
3	500	4" Solid Yellow	\$0.30	\$150.00	\$0.32	\$160.00
4	500	4" Skip Yellow	\$0.30	\$150.00	\$0.32	\$160.00
PROPOSAL C ESTIMATED TOTAL:			\$600.00		\$640.00	

CITY OF TROY
 BID TABULATION
 STREET PAVEMENT MARKING

ITB-COT 21-36
 Page 2 of 3

VENDOR NAME: P.K. Contracting, LLC
 CITY: Troy, MI

PROPOSAL D: PAVEMENT MARKING LEGEND - REMOVAL							
ITEM	EST QTY	DESCRIPTION	UNIT	Year 1 (2021)		Year 2 (2022)	
				Unit Price	Annual Total	Unit Price	Annual Total
1	2 Each	School Legend	EA	\$50.00	\$100.00	\$52.50	\$105.00
2	35 Each	Only Legend	EA	\$50.00	\$1,750.00	\$52.50	\$1,837.50
3	35 Each	Right Arrow & Left Arrow	EA	\$40.00	\$1,400.00	\$42.00	\$1,470.00
4	2 Each	Straight Left turn or Right turn	EA	\$60.00	\$120.00	\$63.00	\$126.00
5	200 L.F.	Stop Bars (Local Rd.) - 12"	LF	\$1.50	\$300.00	\$1.57	\$314.00
6	330 L.F.	Stop Bars (Major Rd.) - 24"	LF	\$3.00	\$990.00	\$3.15	\$1,039.50
7	450 L.F.	Cross Walk (Major Rd.) -24"	LF	\$3.00	\$1,350.00	\$3.15	\$1,417.50
8	5,000 L.F.	Curing Compound Removal	LF	\$0.75	\$3,750.00	\$0.79	\$3,950.00
9	200 L.F.	Cross Walk (Local Rd.) -24"	LF	\$3.00	\$600.00	\$3.15	\$630.00
10	500 L.F.	Cross Walk (Major Rd.) -24"	LF	\$3.00	\$1,500.00	\$3.15	\$1,575.00
PROPOSAL D ESTIMATED TOTAL:				\$11,860.00		\$12,464.50	
PROPOSAL E: PAVEMENT MARKING TAPE - 3M Stamark Tape Series 270 ES or Alternative Material							
ITEM	EST QTY	DESCRIPTION	UNIT	Year 1 (2021)		Year 2 (2022)	
				Unit Price	Annual Total	Unit Price	Annual Total
1	2 Each	School Legend	EA	\$225.00	\$450.00	\$236.25	\$472.50
2	35 Each	Only Legend	EA	\$145.00	\$5,075.00	\$152.25	\$5,328.75
3	35 Each	Right Arrow & Left Arrow	EA	\$145.00	\$5,075.00	\$152.25	\$5,328.75
4	2 Each	Straight Left turn or Right turn	EA	\$225.00	\$450.00	\$236.25	\$472.50
5	200 L.F.	Stop Bars (Local Rd.) - 12"	LF	\$5.80	\$1,160.00	\$6.10	\$1,220.00
6	330 L.F.	Stop Bars (Major Rd.) - 24"	LF	\$11.60	\$3,828.00	\$12.20	\$4,026.00
7	450 L.F.	Cross Walk (Major Rd.) -24"	LF	\$11.60	\$5,220.00	\$12.20	\$5,490.00
8	1,000 L.F.	Cross Walk (Local Rd.) -24"	LF	\$11.60	\$11,600.00	\$12.20	\$12,200.00
PROPOSAL E ESTIMATED TOTAL:				\$32,858.00		\$34,538.50	
Proposal E: Pavement Marking Tape Bid Manufacturer/Product #:				Manufacturer: 3M Product #: A-270 ES			

CITY OF TROY
BID TABULATION
STREET PAVEMENT MARKING

ITB-COT 21-36
Page 3 of 3

VENDOR NAME: P.K. Contracting, LLC
CITY: Troy, MI

PROPOSAL F: RECESSED URETHANE PAVEMENT MARKING - Per MDOT Specifications

ITEM	EST QTY	DESCRIPTION	UNIT	Year 1 (2021)		Year 2 (2022)	
				Unit Price	Annual Total	Unit Price	Annual Total
1	2 Each	School Legend	EA	\$200.00	\$400.00	\$210.00	\$420.00
2	35 Each	Only Legend	EA	\$140.00	\$4,900.00	\$147.00	\$5,145.00
3	35 Each	Right Arrow & Left Arrow	EA	\$140.00	\$4,900.00	\$147.00	\$5,145.00
4	2 Each	Straight Left turn or Right turn	EA	\$200.00	\$400.00	\$210.00	\$420.00
5	200 L.F.	Stop Bars (Local Rd.) - 12"	LF	\$5.50	\$1,100.00	\$5.78	\$1,156.00
6	330 L.F.	Stop Bars (Major Rd.) - 24"	LF	\$11.00	\$3,630.00	\$11.55	\$3,811.50
7	450 L.F.	Cross Walk (Major Rd.) -24"	LF	\$11.00	\$4,950.00	\$11.55	\$5,197.50
8	1,000 L.F.	Cross Walk (Local Rd.) -24"	LF	\$11.00	\$11,000.00	\$11.55	\$11,550.00

PROPOSAL F ESTIMATED TOTAL: \$31,280.00 \$32,845.00

PROPOSAL G: 03T811 (A10) RECESSING PAVEMENT MARKINGS/ 03T811 (A90) PRIMERLESS PATTERNED TAPE - as per MDOT Traffic and Safety Special Provisions (2012)

ITEM	EST QTY (Lineal Feet)	DESCRIPTION	Year 1 (2021)		Year 2 (2022)	
			Unit Price/L.F.	Annual Total	Unit Price/L.F.	Annual Total
1	1,000	Recessing Pavement Marking	\$1.00	\$1,000.00	\$1.05	\$1,050.00
2	1,000	Primerless Patterned 4" Tape	\$4.00	\$4,000.00	\$4.20	\$4,200.00

PROPOSAL G ESTIMATED TOTAL: \$5,000.00 \$5,250.00

	Year 1 (2021)	Year 2 (2022)
PROPOSAL A - G ESTIMATED TOTAL:	271,538.00	286,534.00

ESTIMATED GRAND TOTAL - PROPOSALS - TWO YEARS	ALL 558,072.00
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PROPOSED PAYMENT SCHEDULE:	Net 30
HOURS OF OPERATION:	7AM - 7PM
24 HOUR PHONE NO.:	248-362-2130
YEARS OF EXPERIENCE:	45 years
PREQUALIFICATION REQUIREMENTS:	
MDOT Classification:	N3, N93D
Company Numerical Rating:	\$210,531,000.00
LIST OF EQUIPMENT:	Y or N Y
REFERENCES:	Y or N Y
INSURANCE MET:	Y or N Y
PAYMENT TERMS:	Net 30
WARRANTY:	Per Specs
EXCEPTIONS:	None
ACKNOWLEDGEMENT:	Y or N Y
FORMS:	Y or N Y

Attest:
(*Bid Opening conducted via a Go-To Meeting)
Dennis Trantham
Joe Lagarde
Heather Chomiak
Kristine Kallek
Jackie Ahlstrom

Emily Frontera
Purchasing Manager



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: June 21, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Lisa Burnham, Controller
Kurt Bovensiepe, Public Works Director
Scott Carruthers, Streets & Drains Operations Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Low Bidder meeting Specification – Topsoil

History

- Topsoil is used by the Department of Public Works for a variety of projects and situations such as tree maintenance, property restoration, storm sewer repairs, snowplow damage and/or City water and sewer infrastructure repairs.
- Topsoil is purchased on an as needed basis throughout the year and stocked piled at the Public Works yard.
- Over the last three (3) years of the current contract, the City has spent \$18,970 on topsoil.
- The current contract expires June 30, 2021.

Purchasing

- On June 17, 2021, a bid opening was conducted as required by City Charter/Code for two (2) year requirements of topsoil with an option to renew for one (1) additional year.
- The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; www.mitn.info.
- Three (3) Bid responses were received. Below is a detailed summary of potential vendors.

Companies notified via MITN	204
Troy Companies notified via MITN	6
Troy Companies - Active email Notification	5
Troy Companies - Active Free	1
Companies that viewed the bid	8
Troy Companies that viewed the bid	0

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

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

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

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

- The following vendors responded to the Bid solicitation:

<u>Vendor</u>	<u>Estimated Total (2 years)</u>
J & H Transportation, Inc.	\$27,500
Anderson Excavating, Inc.	\$31,000
Osburn Industries, Inc.	\$35,000



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

Purchasing (continued)

- The bid proposals for both Anderson Excavating, Inc. and J & H Transportation, Inc. were submitted in cubic yards. The weight of topsoil can vary greatly due to moisture content; in the dryness of the summer, the weight of a cubic yard of topsoil can drop down to below a ton, while in the spring when topsoil is damper, one cubic yard can weigh over a ton. For the purposes of this bid, we are recognizing one cubic yard to be the equivalent of one ton.
- Quantities are estimated and to be purchased on *an as needed basis* at unit prices as listed in the attached bid tab.

Financial

Topsoil is stocked and available on as needed basis for the Public Works Division. Inventoried topsoil is initially charged to a clearing account 1.2220. As projects arise and topsoil is required, the cost of topsoil is charged to the appropriate department. Examples of situations where topsoil is used are as follows:

<u>Department</u>	<u>Maintenance/restoration where topsoil would be needed</u>
Streets	Snowplow damage
Drains	Storm drain repairs
Parks	Tree maintenance/stump grinds
Water & Sewer	Water tap/water main repairs

Funds are available through the operating budgets for Major and Local Streets, Streets and Drains, Parks, Water and Sewer Divisions; as required and as needed.

Recommendation

City Management recommends awarding a two (2) year contract to provide topsoil on as needed basis with an option to renew for one (1) additional year to the low bidder meeting specifications; *J & H Transportation, Inc. of Sterling Heights, MI* for an estimated total cost of \$27,500 at the unit prices contained in the bid tabulation opened June 17, 2021.

Opening Date - 06/17/2021
Date Reviewed - 06/17/2021

CITY OF TROY
BID TABULATION
TOPSOIL

VENDOR NAME:	J&H Transportation, Inc.	Anderson Excavating, Inc.	Osburn Industries, Inc.
CITY:	Sterling Heights, MI	Waterford, MI	Taylor, MI

PROPOSAL: FURNISH TWO (2) YEAR REQUIREMENTS OF TOPSOIL WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL YEAR.

Est Qty	Description	Delivered	UNIT PRICE/ YARDS	UNIT PRICE/YARDS	UNIT PRICE/TONS
1,000	TOPSOIL	2021/2022	\$13.50	\$15.50	\$17.00
1,000	TOPSOIL	2022/2023	\$14.00	\$15.50	\$18.00
ESTIMATED GRAND TOTAL:			\$27,500.00	\$31,000.00	\$35,000.00
DELIVERY: Minimum Shipment:			40	40	50
Hours of Phone Release			24 Hours	48 Hours	48 Hours
CONTACT INFORMATION:					
Hours of Operation			630AM-430PM	8AM-430PM	8AM-5PM
Phone Number			248-804-1886	248-682-7900	313-292-4140 x102
INSURANCE MET:	Y or N		Y	Y	Y
REFERENCES:	Y or N		Y	Y	Y
PAYMENT TERMS:			Net 30	Net 30	Net 30
WARRANTY:			None	None	None
EXCEPTIONS:	Y or N		N	N	N
ACKNOWLEDGEMENT:	Y or N		Y	Y	Y
FORMS:	Y or N		Y	Y	Y

Low Bidder Meeting Specificatons

ATTEST:
*(*Bid Opening conducted via a Go-To Meeting)*
Beth Zaccardelli
Kaitlin Sackner
Jackie Ahlstrom

Emily Frontera
Purchasing Manager



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-04c

CITY COUNCIL AGENDA ITEM

Date: June 21, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Lisa Burnham, Controller
Kurt Bovensiepe, Public Works Director
Scott Carruthers, Streets & Drains Operations Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Traffic Control Signs and Posts

History

- The Streets Division is responsible for the maintenance of all city posted traffic control signs and posts.
- These signs and posts require new installations, as well as repairs and replacements to be in compliance with the most current standards as specified in the Michigan Manual on Uniform Traffic Control Devices.

Purchasing

- On June 17, 2021, a bid opening was conducted as required by the City Charter and Code for one (1) year requirements of traffic control signs and posts.
- The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; www.mitn.info.
- Three (3) Bid responses were received. Below is a detailed summary of potential vendors.

Companies notified via MITN	143
Troy Companies notified via MITN	2
Troy Companies - Active email Notification	2
Troy Companies - Active Free	0
Companies that viewed the bid	17
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.

- Quantities are estimated and shall be purchased at quoted unit prices, *on an as needed basis*.
- All items bid were separated into 12 proposal categories, A-L.
- Due to minimum shipment requirements, contracts are to be awarded on a proposal by proposal basis.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Financial

Funds are budgeted and available in the Major and Local Street Funds for the 2022 and 2023 fiscal years. The expenditures will be charged primarily to three accounts: Local Signs 203.447.22.475.7774.115, Major Signs 202.447.20.495.7774.115, and County Signs (DDA) 202.447.21.504.7774.115.

Recommendation

City management recommends awarding a one (1) year contract to provide Traffic Control Signs and Posts with an option to renew for one (1) additional year on a proposal by proposal basis to be ordered on as needed basis to the low bidder meeting specifications; *Lightle Enterprises of Ohio, LLC*, of *Frankfort, OH* for an estimated total of \$130,881.05. The awarded contract will be at the unit prices contained in the bid tabulation opened June 17, 2021. Proposal L received no bids and will be purchased on an as needed basis.

Bidder	Proposal	Estimated Total
Lightle Enterprises of Ohio	A, B, C, D, E, F, G, H, I, J, K	\$130,881.05
Estimated Grand Total		\$130,881.05

Opening Date: 06/17/2021
Reviewed Date: 06/17/2021

CITY OF TROY
BID TABULATION
TRAFFIC CONTROL SIGNS & POSTS

ITB-COT 21-39
Pg. 1 of 3

VENDOR NAME:	Lightle Enterprises of Ohio, LLC	Unistrut Midwest	MD Solutions
CITY:	Frankfort, OH	Cincinnati, OH	Plain City, OH

PROPOSAL: ONE (1) YEAR REQUIREMENTS OF TRAFFIC CONTROL SIGNS AND POSTS, WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL YEAR

ITEM	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
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PROPOSAL A: COMPLETE SIGNS, SINGLE FACE, 3M HIGH INTENSITY PRISMATIC ON ALUMINUM

1.	10	36" YIELD (R1-2)	\$26.80	\$268.00	NO BID	NO BID
2.	30	30" STOP (R1-1)	\$36.60	\$1,098.00		
3.	10	36" STOP (R1-1)	\$52.90	\$529.00		
4.	20	18" X 6" All Way (R1-4)	\$4.50	\$90.00		
5.	500	12" X 12" No Parking (R8-3A)	\$6.00	\$3,000.00		
ESTIMATED TOTAL: PROPOSAL A			\$4,985.00			

PROPOSAL B: 3M STANDARD PRE-PRINTED TRAFFIC SIGN FACES HIGH INTENSITY

1.	500	12" X 12" No Parking Symbol (R8-3A Faces)	\$2.00	\$1,000.00	NO BID	NO BID
ESTIMATED TOTAL: PROPOSAL B			\$1,000.00			

PROPOSAL C: COMPLETE SIGNS, SINGLE FACE, 3M DIAMOND GRADE, VIP SHEETING, FLUORESCENT YELLOW GREEN ON ALUMINUM

1.	10	30" School Sign FYG	\$43.20	\$432.00	NO BID	NO BID
2.	10	36" School Sign FYG	\$62.10	\$621.00		
3.	10	24" X 12" Directional Arrow FYG (W16-7P)	\$13.90	\$139.00		
5.	10	30" X 15" 'AHEAD' Sign FYG (W16-9P)	\$21.90	\$219.00		
ESTIMATED TOTAL: PROPOSAL C			\$1,411.00			

PROPOSAL D: MDO SINGLE FACED, RECTANGLE PLYWOOD SIGN

1.	3	96" X 48" HIP Orange 5/8"	\$208.00	\$624.00	NO BID	NO BID
2.	3	96" X 48" HIP White 5/8"	\$208.00	\$624.00		
3.	3	30" X 96" HIP White 5/8"	\$140.00	\$420.00		
4.	3	30" X 60" White 5/8"	\$90.00	\$270.00		
ESTIMATED TOTAL: PROPOSAL D			\$1,938.00			

PROPOSAL E: COMPLETE SIGNS, STANDARD, WARNING DIAMOND, RECTANGULAR OR SQUARE - ONE COLOR HIGH INTENSITY PRISMATIC ON ALUMINUM, ROUNDED OR SQUARE CORNERS

1.	10	9" X 24"	\$8.93	\$89.30	NO BID	NO BID
2.	10	9" X 30"	\$11.16	\$111.60		
3.	10	9" X 36"	\$13.39	\$133.90		
4.	10	9" X 48"	\$17.85	\$178.50		
5.	10	12" X 12"	\$6.00	\$60.00		
6.	100	12" X 18"	\$8.93	\$893.00		
7.	10	12" X 24"	\$11.90	\$119.00		
8.	10	12" X 30"	\$14.88	\$148.80		
9.	150	12" X 36"	\$17.85	\$2,677.50		
10.	25	12" X 42"	\$20.83	\$520.75		
11.	50	12" X 48"	\$23.80	\$1,190.00		
12.	25	12" X 54"	\$26.78	\$669.50		

CITY OF TROY
PURCHASE ORDER
TRAFFIC CONTROL SIGNS & POSTS

ITB-COT 21-39
Pg. 2 of 3

VENDOR NAME:			Lightle Enterprises of Ohio, LLC		Unistrut Midwest		MD Solutions	
CITY:			Frankfort, OH		Cincinnati, OH		Plain City, OH	
ITEM	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
13.	25	12" X 60"	\$29.75	\$743.75	NO BID			
14.	25	12" X 72"	\$35.70	\$892.50				
15.	25	18" X 18"	\$13.39	\$334.75				
16.	20	18" X 24"	\$17.85	\$357.00				
17.	20	18" X 36"	\$26.78	\$535.60				
18.	20	18" X 48"	\$35.70	\$714.00				
19.	20	18" X 60"	\$44.63	\$892.60				
20.	10	24" X 24"	\$23.80	\$238.00				
21.	200	24" X 30"	\$29.75	\$5,950.00				
22.	10	24" X 36"	\$35.70	\$357.00				
23.	10	24" X 48	\$47.60	\$476.00				
24.	200	30" X 30"	\$37.19	\$7,438.00				
25.	25	30" X 36"	\$44.63	\$1,115.75				
26.	10	36" X 36"	\$53.55	\$535.50				
27.	10	36" X 48"	\$71.40	\$714.00				
28.	10	48" X 48"	\$95.20	\$952.00				
29.	10	24" X 30" double sided, one color	\$37.50	\$375.00				
ESTIMATED TOTAL: PROPOSAL E			\$29,413.30					
PROPOSAL F: COMPLETE SIGNS, STANDARD, WARNING DIAMOND, RECTANGULAR OR SQUARE - TWO OR MORE COLORS HIGH INTENSITY PRISMATIC ON ALUMINUM								
1.	10	12" X 12" Two Color	\$6.20	\$62.00	NO BID			
2.	50	12" X 18" Two Color	\$9.30	\$465.00				
3.	10	24" X 24" Two Color	\$24.40	\$244.00				
4.	10	30" X 30" Three Color	\$43.75	\$437.50				
ESTIMATED TOTAL: PROPOSAL F			\$1,208.50					
PROPOSAL G: COMPLETE SIGNS, DOUBLE SIDED EXTRUDED ALUMINUM								
1.	25	9" X 24" Extruded BLANK (No Film)	\$7.80	\$195.00	NO BID		\$ 9.00	\$ 225.00
2.	25	9" X 30" Extruded BLANK (No Film)	\$9.75	\$243.75			\$ 11.25	\$ 281.25
3.	25	9" X 36" Extruded BLANK (No Film)	\$11.70	\$292.50			\$ 13.50	\$ 337.50
4.	25	9" X 42" Extruded BLANK (No Film)	\$13.65	\$341.25			\$ 15.75	\$ 393.75
5.	25	9" X 48" Extruded BLANK (No Film)	\$15.60	\$390.00			\$ 18.00	\$ 450.00
6.	25	9" X 54" Extruded BLANK (No Film)	\$17.55	\$438.75			\$ 20.25	\$ 506.25
ESTIMATED TOTAL: PROPOSAL G			\$1,901.25		\$2,193.75			
PROPOSAL H: SET UP FEES FOR ANY LISTED SIZE TO FABRICATE A NON-STANDARD SIGN								
		Set up fee for any listed size to fabricate a non-standard sign	\$45.00/Setup		NO BID		NO BID	
PROPOSAL I: ROUND GALVANIZED STEEL POST, 2" NOMINAL SIZE, 2-1/8" ID, 2-3/8" OD, 0.125 WALL THICKNESS, 3 LBS PER LINEAL FOOT								
1.	100	12 Ft. Galvanized Steel Round Post	\$59.00	\$5,900.00	NO BID		\$ 88.65	\$8,865.00
ESTIMATED TOTAL: PROPOSAL I			\$5,900.00				\$8,865.00	

CITY OF TROY
 BID TABULATION
 TRAFFIC CONTROL SIGNS & POSTS

ITB-COT 21-39
 Pg. 3 of 9

VENDOR NAME:	Lightle Enterprises of Ohio, LLC	Unistrut Midwest	MD Solutions
CITY:	Frankfort, OH	Cincinnati, OH	Plain City, OH

ITEM	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
PROPOSAL J: U-CHANNEL SIGN POSTS								
1.	200	10 FT - 2lbs Galvanized Steel	\$23.40	\$4,680.00	NO BID		\$ 24.20	\$ 4,840.00
2.	200	12 FT - 3lbs Galvanized Steel	\$40.80	\$8,160.00			\$ 41.58	\$ 8,316.00
3.	100	15 FT - 3lbs Galvanized Steel	\$51.00	\$5,100.00			\$ 51.98	\$ 5,198.00
ESTIMATED TOTAL: PROPOSAL J			\$17,940.00				\$18,354.00	

PROPOSAL K: SQUARE TUBULAR SIGN POSTS -- PERFORATED-- GALVANIZED STEEL-- FHWA APPROVED								
1.	100	14 FT X 1-3/4"-14 Gauge	\$57.68	\$5,768.00	\$ 78.40	\$7,840.00	\$ 92.40	\$ 9,240.00
2.	100	12 FT X 1-3/4" - 14 Gauge	\$49.44	\$4,944.00	\$ 67.20	\$6,720.00	\$ 79.20	\$ 7,920.00
3.	100	9 FT X 1-1/2" - 14 Gauge	\$37.08	\$3,708.00	NO BID		\$ 60.75	\$ 6,075.00
4.	200	12 FT X 2"- 12 Gauge	\$73.20	\$14,640.00	\$ 83.40	\$16,680.00	\$ 103.50	\$20,700.00
5.	200	10 FT X 2" - 12 Gauge	\$61.00	\$12,200.00	\$ 69.50	\$13,900.00	\$ 86.25	\$17,250.00
6.	200	9 FT X 2" - 12 Gauge	\$54.90	\$10,980.00	\$ 69.50	\$13,900.00	\$ 77.63	\$15,526.00
7.	100	3 FT X 1-3/4" Anchor Base - 14 Gauge	\$12.36	\$1,236.00	\$ 16.80	\$1,680.00	\$ 21.12	\$ 2,112.00
8.	100	3 FT X 2" Anchor Base - 12 Gauge	\$18.80	\$1,880.00	\$ 20.85	\$2,085.00	\$ 25.88	\$ 2,588.00
9.	300	3 FT X 2-1/4" Anchor Base - 12 Gauge	\$20.96	\$6,288.00	\$ 25.26	\$7,578.00	\$ 29.25	\$ 8,775.00
10.	300	1.5 FT X 2-1/2" Anchor Base or Sleeve-12 Gauge	\$11.80	\$3,540.00	\$ 14.25	\$4,275.00	\$ 16.00	\$ 4,800.00
ESTIMATED TOTAL: PROPOSAL K			\$65,184.00		\$74,658.00		\$94,986.00	

PROPOSAL L: MDOT WOOD SIGN POSTS (PREDRILLED) AND STEEL SLEEVES							
1.	20	6" X 8" X 16 FT Wood Sign Post	NO BID	NO BID	NO BID		
2.	20	6" X 8" X 54" Steel Sleeve					
3.	20	4" X 6" X 36" Steel Sleeve					
PROPOSAL L: EST TOTAL--							
ESTIMATED TOTAL FOR ALL PROPOSALS:			\$130,881.05	\$74,658.00	\$124,398.75		

DELIVERY:	Minimum Shipment	\$1,500.00	\$500.00	Not Specified
	# of Days within Request	60 - 90 Days	7 Days	Not Specified
CONTACT INFO:	Hrs. of Operation:	8:00AM - 4:30PM	8:00AM - 4:30PM M-F	8:30 - 5:00
	24 Hr. Phone Number:	740-703-6740	Not Specified	Not Specified
	Contact Person:	Joan Kellenberger	Brian Blust	Neil Louy
DESCRIPTIVE LITERATURE PROVIDED:	Y OR N	N	Y	N
PAYMENT TERMS:		Net 30 Days	Net 30	Net 30
WARRANTY:	Y OR N	Per 3M Co. Standard	1 Year	Standard
DELIVERY:		60 - 90 Days	60 Days	30 - 90 Days
EXCEPTIONS:	Y OR N	N	N	N
ALL OR NONE AWARD:	Y OR N	N	N	N
ACKNOWLEDGEMENT SIGNED:	Y OR N	Y	Y	Y
FORMS:	Y OR N	Y	Y	Y

Low Bidder Meeting Specifications

Attest:

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

Kaitlin Sackner
 Kristine Kallek
 Jackie Ahlstrom
 Beth Zaccardelli

Emily Frontera
 Purchasing Manager



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: June 18, 2021

To: Mark F. Miller, City Manager

From: Robert Bruner, Assistant City Manager
R. Brent Savidant, Community Development Director
William J. Huotari, City Engineer

Subject: Private Agreement – Contract for Installation of Municipal Improvements
The Westington Apartment Project - Project No. 21.901.3

History

Troy Westington LLC proposes to develop The Westington, a 102-Unit Apartment Project, located on the south side of Wattles Road, east of Crooks Road, in Section 21.

City of Troy Planning Commission granted preliminary site plan approval on December 8, 2020.

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

Financial

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

Recommendation

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

City Of Troy

Contract for Installation of Municipal Improvements (Private Agreement)

Project No.: **21.901.3**

Project Location: **NW 1/4 Section 21**

Resolution No: _____

Date of Council Approval: _____

This Contract, made and entered into this **18th** day of **June, 2021** by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and **TROY WESTINGTON LLC** whose address is **1612 MUER DR., TROY, MI 48084** and whose telephone number is **248-890-8621** hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of **WATER MAIN, SANITARY SEWER, STORM SEWER, UNDERGROUND DETENTION SYSTEM, ASPHALT PAVEMENT AND CONCRETE SIDEWALK** in accordance with plans prepared by **PEA GROUP** whose address is **2430 ROCHESTER COURT, STE. 100, TROY, MI 48083-1872** and whose telephone number is **844-813-2949** and approved prior to construction by the City in accordance with City of Troy specifications.

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

Refundable escrow deposit equal to the estimated construction cost of \$ **481,731.00**. This amount will be deposited with the City in the form of (check one):

Cash/Check	<input type="checkbox"/>	} 10% Cash <u>48,173.00</u>
Certificate of Deposit & 10% Cash	<input type="checkbox"/>	
Irrevocable Bank Letter of Credit & 10% Cash	<input type="checkbox"/>	
Performance Bond & 10% Cash	<input checked="" type="checkbox"/>	

Refundable cash deposit in the amount of \$ **97,470.00**. This amount will be deposited with the City in the form of (check one):

Cash	<input type="checkbox"/>	Check	<input checked="" type="checkbox"/>
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Non-refundable cash fees in the amount of \$ **820.24**. This amount will be paid to the City in the form of (check one):

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

City Of Troy

Contract for Installation of Municipal Improvements (Private Agreement)

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate on this 16 day of June, 2021.

OWNERS

By: TROY WESTINGTON LLC

Safet Stafa
*

Its: MEMBER

Please Print or Type

_____*

Its: _____

Please Print or Type

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 16th day of JUNE, A.D. 2021, before me personally appeared Safet Stafa, Member of Troy Westington, LLC known by me to be the same person(s) who executed this instrument and who acknowledged this to be his/her/their free act and deed.



NOTARY PUBLIC, _____, Michigan

My commission expires: _____

Acting in _____ County, Michigan

LARYSA FIGOL
Notary Public, State of Michigan
County of Oakland
My Commission Expires 03-02-2024
Acting in the County of Oakland

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

CITY OF TROY

By:

Ethan Baker, Mayor

M. Aileen Dickson, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

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

NOTARY PUBLIC, _____, Michigan

My commission expires: _____
Acting in _____ County, Michigan



Project Construction

Permit No: PPC21.901.3

Engineering Department

TO SCHEDULE INSPECTION CALL
INSPECTION LINE: (248) 680-7221

500 W. Big Beaver Road

Troy, Michigan 48084

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

Fax: (248) 524-1838

www.troymi.gov

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

Location
945 W WATTLES
88-20-21-101-004 Lot:
Subdivision: Acreage
Project No:

Permittee/Owner
TROY WESTINGTON LLC
1612 MUER
TROY MI 48084

Issued: 06/16/2021 Expires:

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

Applicant
1612 MUER
TROY MI 48084

Work Description: Residential Condominium Development
The Westington
21.901.3

Stipulations: [Underground Parking Lot Detention System](#)

Work will meet all codes and inspections.

Category	Permit Item	Acreage/Qty
Escrow Deposits	Sanitary Sewers	39,929.00
Escrow Deposits	Water Mains	99,187.00
Escrow Deposits	Storm Sewers	103,923.00
Escrow Deposits	Pavement	3,162.00
Escrow Deposits	Grading	69,560.00
Escrow Deposits	Detention Basin	130,050.00
Escrow Deposits	Temporary Access Road	1,000.00
Escrow Deposits	Deceleration and/or Passing Lane	19,920.00
Escrow Deposits	Street Lights	15,000.00
Cash Fees (Non-Refundable)	Water Main Testing/Chlorination PA2	879.00
Cash Fees (Non-Refundable)	arkers - Full Range	8.00
Cash Deposits (Refundable)	Construction Engineering (CE)	411,171.00
Cash Deposits (Refundable)	Sidewalks	2,505.00
Cash Deposits (Refundable)	ROW Restoration	957.00
Cash Deposits (Refundable)	Repair & Maintenance-Public Streets	1.00
Cash Deposits (Refundable)	Punchlist & Restoration	411,171.00

Amount Due: **0.00**
PAID IN FULL



Project Construction

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

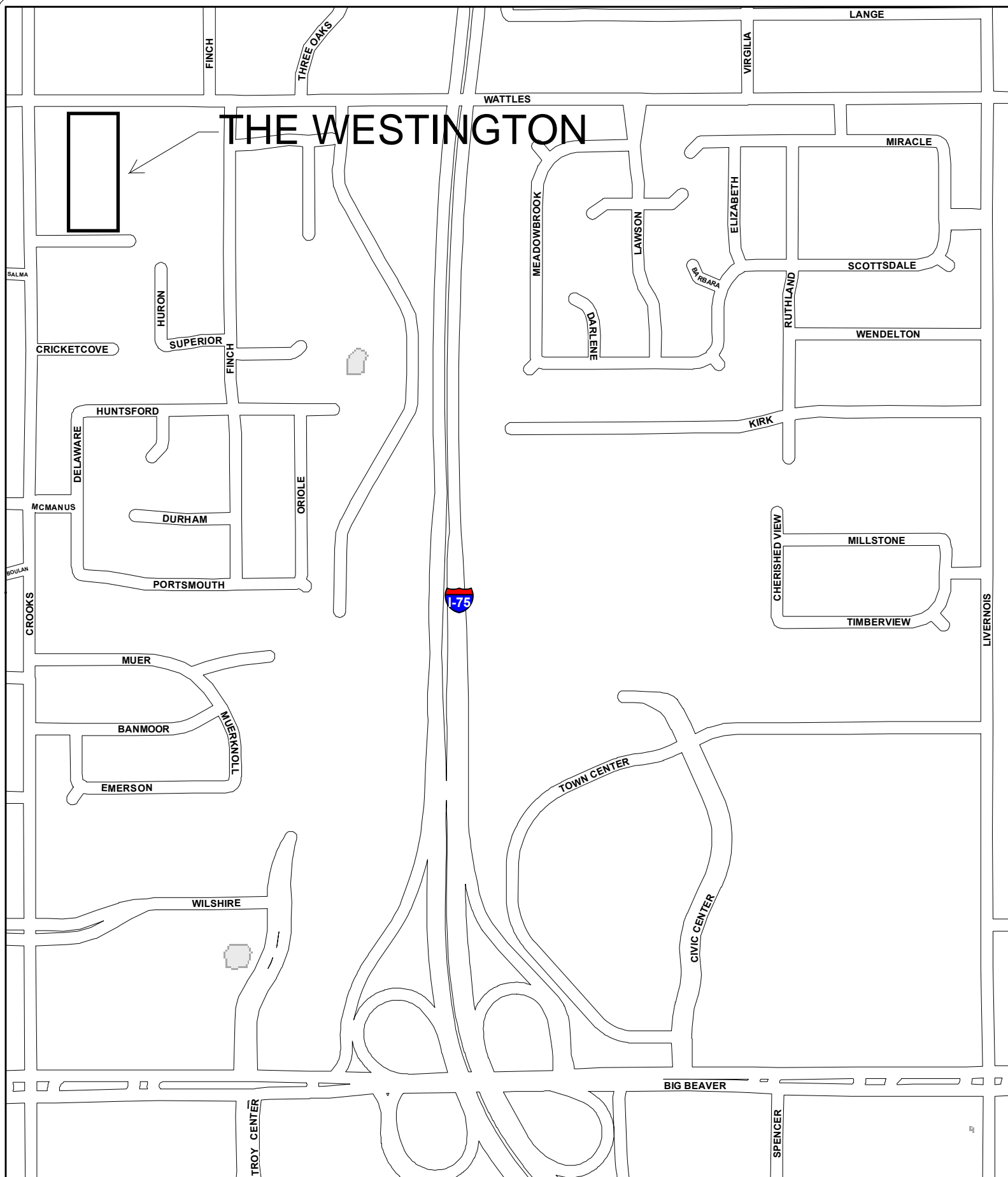
- 1) **INTENT:** Since a permit will have to be secured from the City prior to the start of any construction or maintenance operations proposed by this application, it is the intent of these supplemental specifications to be incorporated as part of the plans or specifications required for this proposed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

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

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

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

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





500 West Big Beaver
Troy, MI 48084
troymi.gov

K-01a

CITY COUNCIL AGENDA ITEM

Date: June 22, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
R. Brent Savidant, Community Development Director

Subject: ANNOUNCEMENT OF PUBLIC HEARING – STREET VACATION REQUEST (SV2020-001) – Public walkway east of John R and north of Big Beaver, Abutting 3512 Euclid on the north and 3506 Euclid on the south, Section 24, Currently Zoned R-1C (One Family Residential) District (abutting properties)

The applicants Charles and Rebecca Snell (3512 Euclid) and Theresa Brown (3506 Euclid) seek to vacate the public walkway located between their properties. The platted public walkway is 15 feet wide and approximately 125 feet in length. The applicants propose to vacate the public walkway in its entirety.

The public walkway was provided on the site plan when Beaver Creek Subdivision was platted in 1992. The pathway was never constructed. At the time, the property to the east was undeveloped. Preliminary Site Plan Approval was granted for Tuscany Estates Site Condominium on April 10, 2012 and the 11-unit project has been constructed. A detention basin was constructed to the east of the platted pathway but a pathway was not provided in the abutting development. The existing public walkway has become unnecessary.

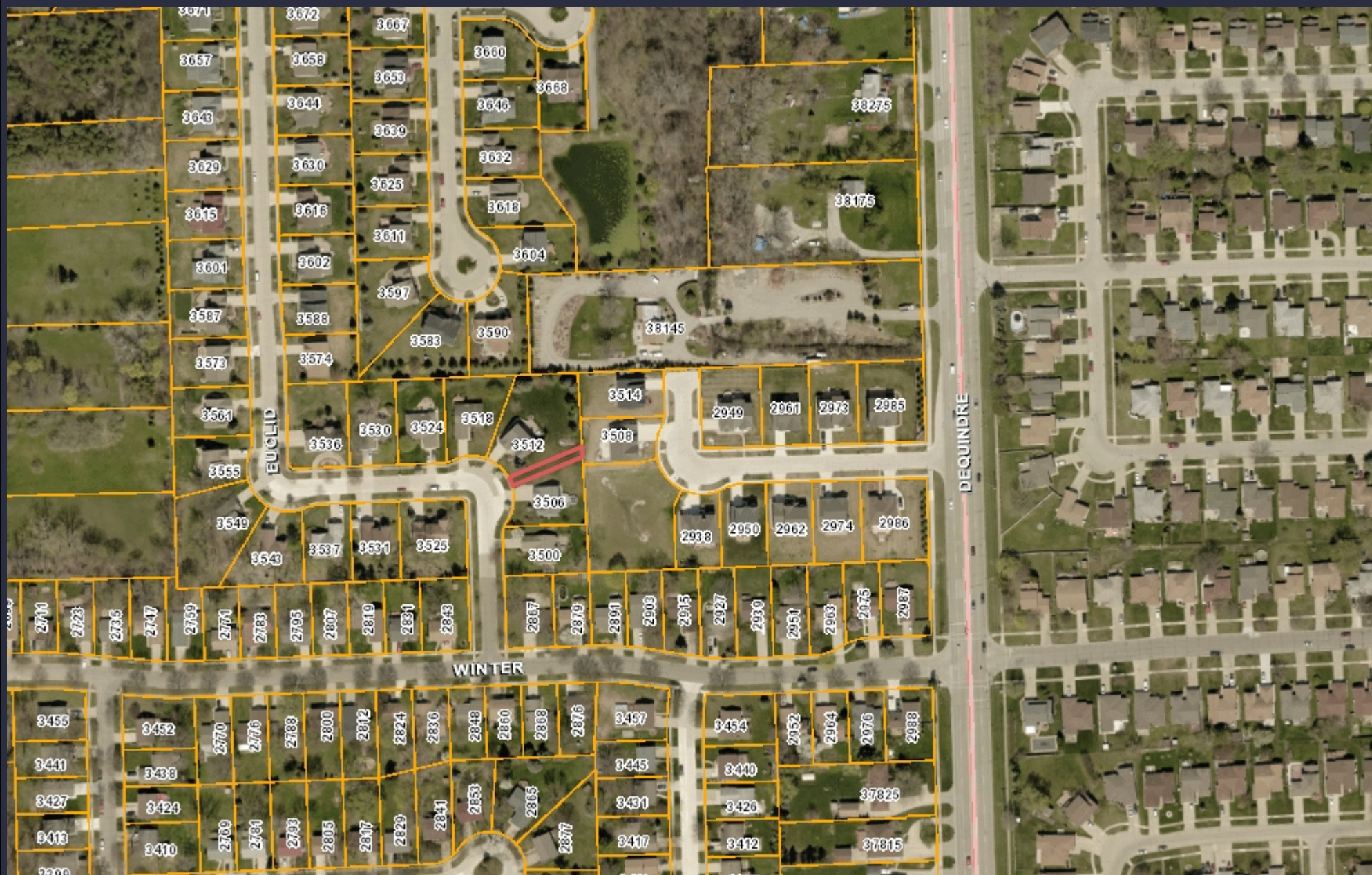
The Planning Commission held a public hearing on this item on April 13, 2021 and recommended approval of the rezoning by a 9-0 vote.

A City Council public hearing has been scheduled for July 12, 2021.

Attachments:

1. Maps.
2. Agenda item from April 13, 2021 Planning Commission Regular meeting.
3. Minutes from April 13, 2021 Planning Commission Regular meeting (excerpt).

G:\STREET VACATION\SV2020-001 3512 EUCLID\20210628 CC Memo_Announce Public Hearing.docx



595 0 297 595 Feet



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.



297 0 149 297 Feet



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.

DATE: March 31, 2021

TO: Planning Commission

FROM: R. Brent Savidant, Community Development Director

SUBJECT: PUBLIC HEARING - STREET VACATION REQUEST (SV2020-001) – Public walkway east of John R and north of Big Beaver, Abutting 3512 Euclid on the north and 3506 Euclid on the south, Section 24, Currently Zoned R-1C (One Family Residential) District (abutting properties)

GENERAL INFORMATION

Name of applicant(s):

The applicants are Charles and Rebecca Snell of 3512 Euclid and Theresa Brown of 3506 Euclid.

History of Right of Way:

Beaver Creek Subdivision was platted in 1992. There was a 15-foot wide public walkway provided between 3512 Euclid and 3506 Euclid. The pathway was never constructed. At the time, the property to the east was undeveloped. Preliminary Site Plan Approval was granted for Tuscany Estates Site Condominium on April 10, 2012 and the 11-unit project has been constructed. A detention basin was constructed to the east of the platted pathway but a pathway was not provided in the abutting development. The existing public walkway has become unnecessary.

Length and width of right of way.

The platted public walkway is 15 feet wide and approximately 125 feet in length. The applicants propose to vacate the public walkway in its entirety.

ANALYSIS

Reason for street vacation (as stated on the Street/Alley Vacation Application):

The application states the following: "Access to detention pond is available via Sienna and access from Euclid is no longer needed"

Impact on access to existing lots or buildings (including emergency service vehicles):

Access to abutting properties will not be affected by vacation of this portion of the alley.

Impact on Utilities

There is a 12-inch underground sanitary sewer line within the platted pathway, as well as a 24-inch underground stormwater line within an easement just to the north of the platted pathway. Easements must be maintained for underground utilities. Furthermore, no buildings or structures may be constructed within these easements.

Future Land Use Designation:

The area is designated on the Future Land Use Plan as Single Family Residential.

PLANNING DEPARTMENT RECOMMENDATION

The Planning Department recommends approval of the street vacation request as submitted, subject to the following:

1. City shall retain an easement for underground utilities.
2. No structures or buildings shall be constructed within the easement.

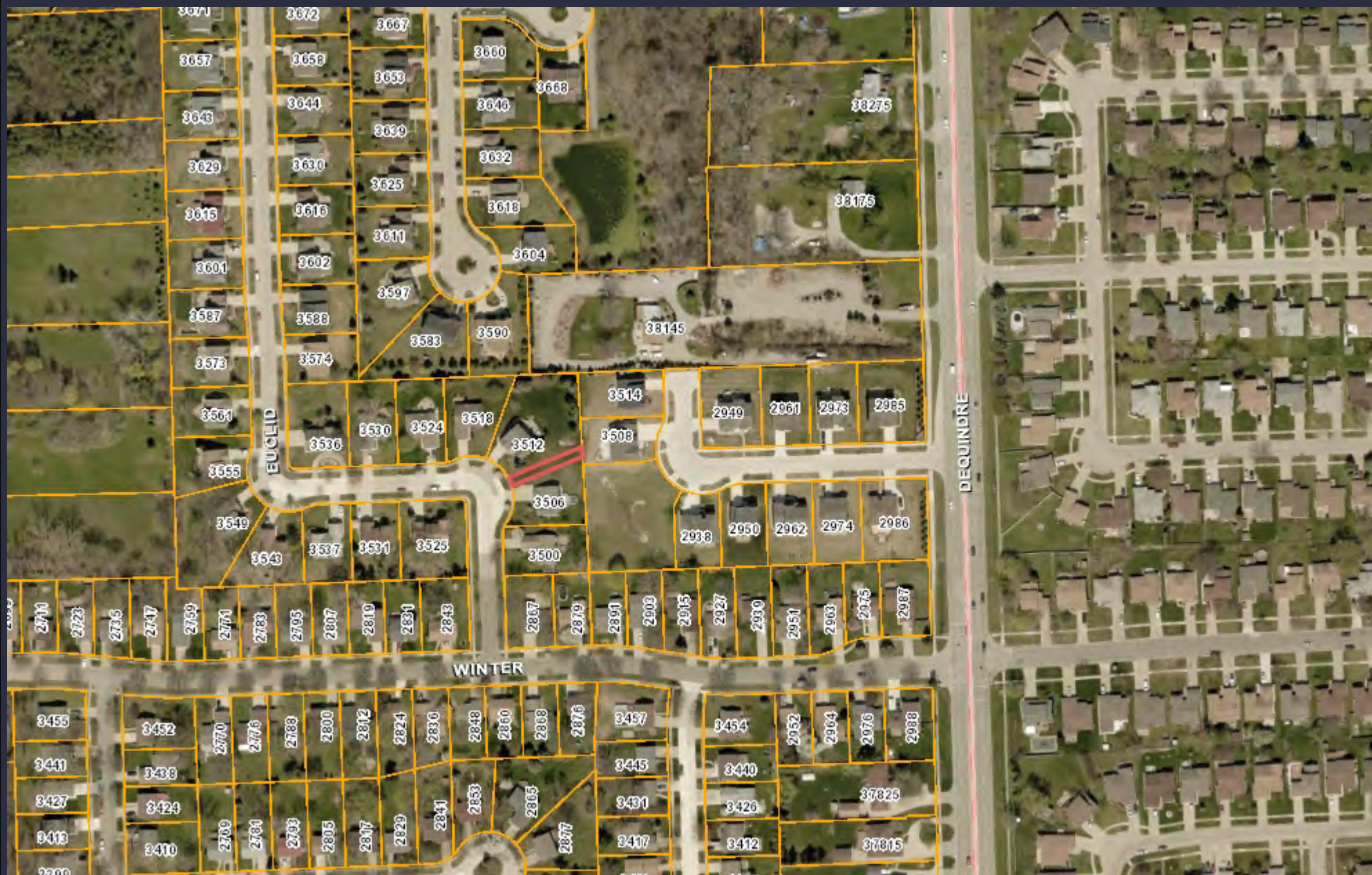
Attachments:

1. Maps
2. Plat drawing of Beaver Creek Subdivision
3. Application
4. Letter of support

G:\STREET VACATION\SV2020-001 3512 EUCLID\SV 192 PC Memo.doc



GIS Online



595 0 297 595 Feet



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.



GIS Online



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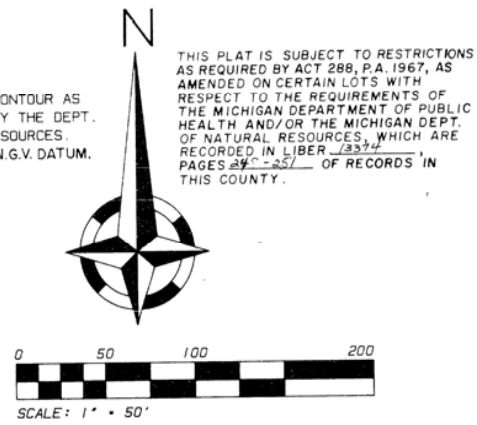
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POLAROID
CENTRE
S 89°22'00"-E
1317-93 RECORDED AS (J18.80)
1065 1066 1067 1068 1069 1070 1071 1072 1073 1074 1075 1076 1077 1078 1079 1080 1081 1082 1083 1084 1085 1086 1087 1088 1089 1090 1091 1092 1093 1094 1095 1096 1097 1098 1099 1100


UNPLATED

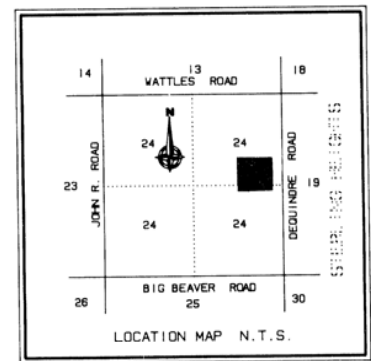


ALL DIMENSIONS ARE GIVEN IN FEET.
ALL CURVILINEAR DIMENSIONS ARE GIVEN ALONG THE ARC.
THE SYMBOL 'o' REPRESENTS THE LOCATION POINTS OF
PERMANENT CONCRETE MONUMENTS.
MONUMENTS ARE 36" - 1/2" STEEL RODS INCASED IN 4"
CONCRETE CYLINDERS.
LOT MARKERS ARE 1/2" STEEL RODS AND ARE 18" LONG.
ALL BEARINGS ARE IN RELATION TO THE BEARING OF
" BEAVER TRAIL SUBDIVISION NO. 2 " AS RECORDED
IN LIBER 134 PAGES 20 THRU 23 OF M.C.R.
(R) - DENOTES RADIAL.
(NR) - DENOTES NON-RADIAL.

CURVE	DELTA ANGLE	RADIUS	ARC	CHORD	CHORD BEARING
1	25° 50' 31"	30.00	13.53	13.42	S 76° 48' 59" W
2	142° 14' 52"	70.00	173.79	132.47	N 44° 58' 51" W
3	25° 50' 31"	30.00	13.53	13.42	N 13° 13' 19" E
4	25° 50' 31"	30.00	13.53	13.42	N 76° 48' 59" E
5	153° 16' 33"	70.00	187.26	136.21	S 39° 28' 01" E
6	36° 52' 12"	30.00	19.31	18.97	S 18° 44' 10" W
7	90° 33' 50"	10.00	15.81	14.21	N 44° 58' 51" W
8	90° 33' 50"	10.00	15.81	14.21	S 44° 58' 51" E

STATE OF MICHIGAN
GERALD J. LANDWEHR
LAND SURVEYOR
No. 10085
REGISTERED LAND SURVEYOR

LANDWEHR AND ASSOCIATES
30050 MOULIN
WARREN, MICHIGAN 48093

GERALD J. LANDWEHR R.L.S. NO. 10065
PRINCIPAL:



CITY OF TROY STREET / ALLEY VACATION APPLICATION

COPY

CITY OF TROY PLANNING DEPARTMENT
500 W. BIG BEAVER
TROY, MICHIGAN 48084
248-524-3364
E-MAIL: planning@troymi.gov



VACATION APPLICATION FEE
\$500.00

ESCROW FEE
\$1,500.00

REGULAR MEETINGS OF THE CITY PLANNING COMMISSION ARE HELD ON THE SECOND AND FOURTH TUESDAYS OF EACH MONTH AT 7:00 P.M. AT CITY HALL.

PLEASE COMPLETE AND FILE **TWO (2) SIGNED** ORIGINAL APPLICATIONS, TOGETHER WITH THE APPROPRIATE FEE, NOT LESS THAN THIRTY (30) DAYS PRIOR TO THE DATE OF THAT MEETING.

TO THE CITY COUNCIL:

I (WE), THE UNDERSIGNED, DO HEREBY RESPECTFULLY PETITION AND MAKE APPLICATION TO THE TROY CITY COUNCIL FOR VACATION OF THE RIGHT-OF-WAY OR EASEMENT WHICH IS DESCRIBED AS FOLLOWS:

Easement/ROW between 3512 Euclid (20-24-276-005) and 3506 Euclid (20-24-278-001).

APPLICANT(S) FOR VACATION:

NAME Charles Snell / Rebecca Snell

NAME Theresa Brown

COMPANY _____

COMPANY _____

ADDRESS 3512 Euclid

ADDRESS 3506 Euclid Dr

CITY Troy STATE MI ZIP 48083

CITY Troy STATE MI ZIP 48083

TELEPHONE 248.854.6590

TELEPHONE (248) 619-9250

E-MAIL charles.A.snell@gmail.com

E-MAIL theresa.brown2@sbcglobal.net

ADDRESS(S) AND/OR PARCEL NUMBER(S) OF PROPERTY OWNED BY APPLICANT(S) WHICH ABUTS OR INCLUDES THE AREA FOR WHICH VACATION IS REQUESTED:

88-20-24-276-005 / 88-20-24-278-001

THIS REQUEST FOR VACATION IS MADE FOR THE FOLLOWING REASON(S): Access to detention

pond is available via Siena and access from Euclid is no longer needed.
Attach additional informational pages if necessary.

ATTACH A MAP INDICATING THE AREA FOR WHICH VACATION IS REQUESTED, THE LOCATION OF THE APPLICANT(S) PROPERTY AND OTHER ABUTTING PROPERTIES. (1"=200' minimum scale)

SIGNATURE OF APPLICANT(S):

Charles Snell / Rebecca Snell

DATE 9-23-20

Theresa Brown

DATE 9/25/2020



3/28/2021

RECEIVED

APR 01 2021

PLANNING

RECEIVED

APR 01 2021

PLANNING

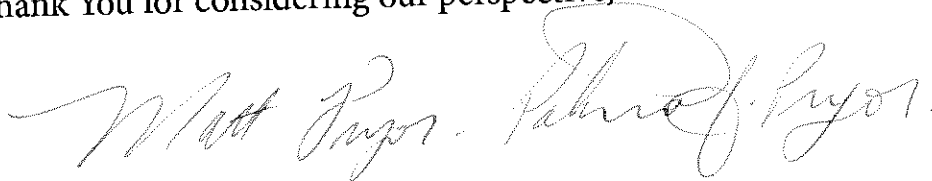
To the members of the Troy Planning Commission,

My wife, Patti and I have no objection to the vacation of the easement between 3512 and 3506 Euclid.

It is not necessary to provide either a fire route or an access point for maintaining the drainage basin at its eastern end. Furthermore it serves no legitimate use as a public walkway as at its eastern end people would be encouraged to trespass on either private property or a dry reservoir which is not an appropriate place to walk around: wet or dry.

As a right of way this property represents both a cost and potential liability without conferring a tangible benefit to the citizens of Troy.

Thank You for considering our perspective,



Matt and Patti Pryor
38145 Dequindre (2 lots SE of the right of way)
Troy, Mi 48083
(248)709-0383

PS Your Public Notice states this location as being west of John R. I am assuming you are referring the houses at 3512 and 3506 Euclid west of Dequindre (therefore east of John R).

STREET VACATION

8. **PUBLIC HEARING - STREET VACATION REQUEST (File Number SV2020-001)**
– Public walkway East of John R and North of Big Beaver, Abutting 3512 Euclid on the North and 3506 Euclid on the South, Section 24, Currently Zoned R-1C (One Family Residential) District (abutting properties)

Mr. Savidant reviewed the street vacation application and referenced aerial photos within the agenda packet. He explained why the existing public walkway has become unnecessary between 3512 Euclid and 3506 Euclid, and access to the detention area is available via Sienna.

Mr. Savidant said the Planning Department recommends approval of the street vacation request as submitted with conditions that the City shall retain an easement for underground utilities and no structures or buildings shall be constructed within the easement.

Applicant Charles Snell was present. Mr. Snell asked the Board's support in granting the street vacation. He said there is frequent pedestrian traffic along the pathway and *Private Property, No Trespassing* signs are in place to mitigate the nuisance.

After a brief discussion and a show of hands, it was the consensus of the Board to act upon the street vacation request this evening.

PUBLIC HEARING OPENED

Mr. Savidant reported the following email message was received and provided to Board members in their agenda packet.

- Matt and Patti Pryor, 38145 Dequindre; in support.

Ms. Ferencz reported no voicemail messages were received.

PUBLIC HEARING CLOSED

Resolution # PC-2021-04-025

Moved by: Rauch
Support by: Lambert

RESOLVED, That the Planning Commission hereby recommends to the City Council that the street vacation request, as submitted, for a public walkway located west of John R and north of Big Beaver, approximately 15 feet wide by 125 feet in length, abutting lots 12 and 13 of Beaver Creek Subdivision, Section 24, be approved, subject to the following:

1. An easement shall be maintained for underground utilities.

2. No buildings or structures may be constructed over the easements.

Yes: All present (9)

MOTION CARRIED



500 West Big Beaver
Troy, MI 48084
troymi.gov

K-01b

CITY COUNCIL AGENDA ITEM

DATE: June 22, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
R. Brent Savidant, Community Development Director

SUBJECT: ANNOUNCEMENT OF PUBLIC HEARING – REZONING REQUEST (File Number Z JPLN2021-0001) – Proposed Lindsey Center Rezoning, East of Crooks, south of Big Beaver (2690 Crooks; PIN 88-20-28-101-003), Section 28, From O (Office) to BB (Big Beaver) Zoning District.

The applicant AF Jonna Development & Management Company seeks rezoning of the subject parcel from O (Office) to BB (Big Beaver) Zoning District. The parcel is 4.45 acres in area.

Based on the application, the applicant seeks to repurpose the existing building from office to residential. The Big Beaver Zoning District permits multi-family residential use, the Office district does not.

The Master Plan classifies the parcel as Big Beaver Road. The rezoning application is consistent with the Master Plan

The Planning Commission held a public hearing on this item on May 25, 2021 and recommended approval of the rezoning by a 9-0 vote.

A City Council public hearing has been scheduled for July 12, 2021.

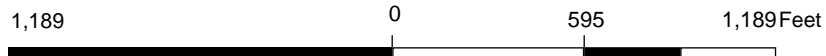
Attachments:

1. Maps
2. Agenda item from May 25, 2021 Planning Commission Regular meeting.
3. Minutes from May 25, 2021 Planning Commission Regular meeting (excerpt).

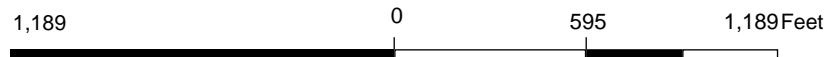
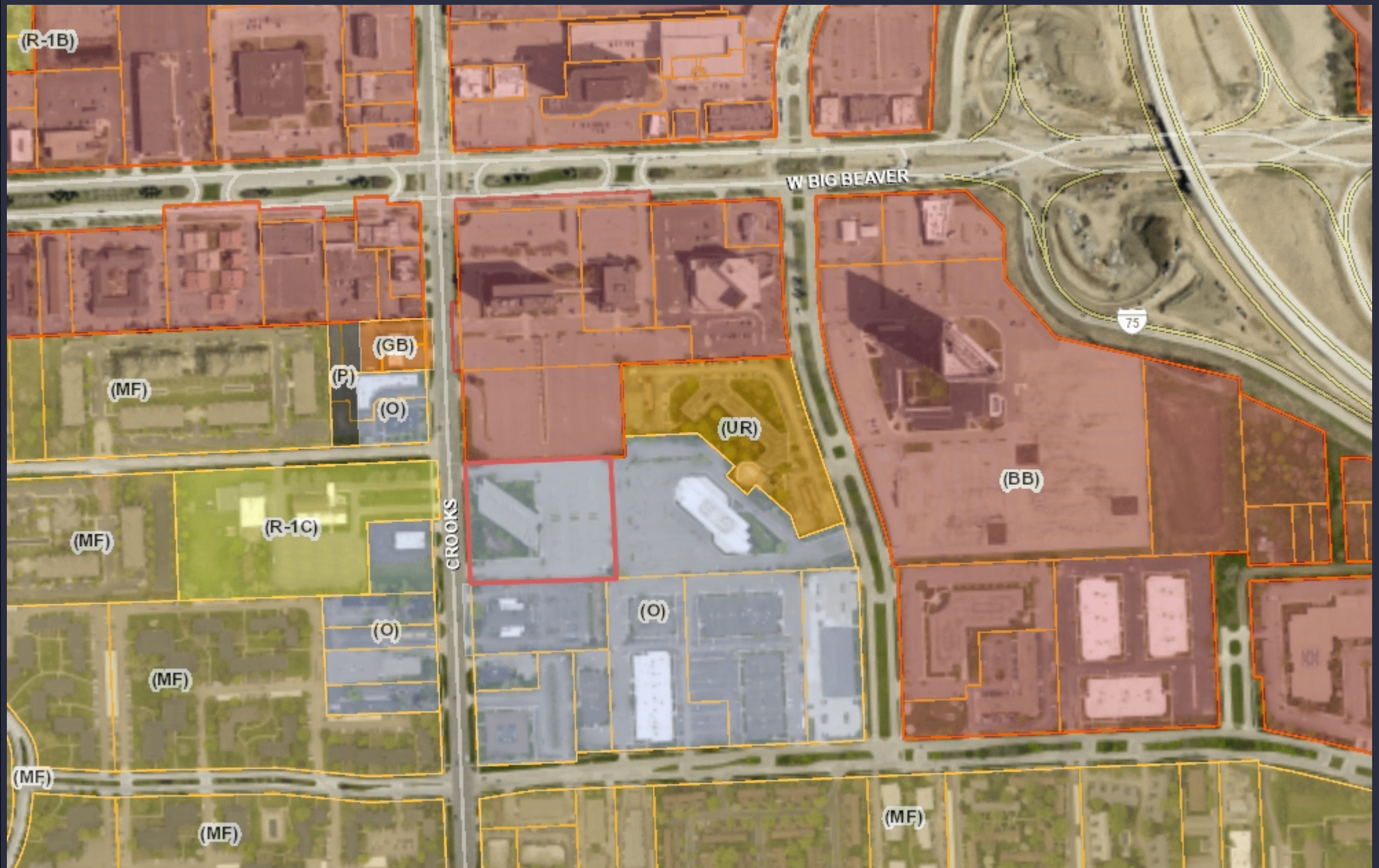
RBS, G:\REZONING REQUESTS\Z JPLN2021-0001 LINDSEY CENTER\20210628 CC Memo_Announce Public Hearing Lindsey Center.docx



GIS Online



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DATE: May 6, 2021

TO: Planning Commission

FROM: R. Brent Savidant, Community Development Director

SUBJECT: PUBLIC HEARING – REZONING REQUEST (File Number Z JPLN2021-0001) – Proposed Lindsey Center Rezoning, East of Crooks, south of Big Beaver (2690 Crooks; PIN 88-20-28-101-003), Section 28, From O (Office) to BB (Big Beaver) Zoning District.

The applicant AF Jonna Development & Management Company seeks rezoning of the subject parcel from O (Office) to BB (Big Beaver). The parcel is 4.45 acres in area. An office building presently sits on the parcel.

Based on the application, the applicant seeks to repurpose the existing building from office to residential. This may be accommodated via the building permit review process if there is minimal site work proposed. The Big Beaver Zoning District permits multi-family residential use, the Office district does not.

The Master Plan classifies the parcel as Big Beaver Road. The rezoning application is consistent with the Master Plan.

The attached report prepared by Carlisle/Wortman Associates, Inc. (CWA), the City's Planning Consultant, summarizes the rezoning request. CWA prepared the report with input from various City departments including Planning, Engineering, Public Works and Fire Department. City Management supports the findings of fact contained in the report and agrees with the recommendation.

Attachments:

1. Maps
2. Report prepared by Carlisle/Wortman Associates, Inc.
3. Rezoning application

G:\REZONING REQUESTS\Z JPLN2021-0001 LINDSEY CENTER\PC Memo 05 11 2021.doc



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

Date: May 4, 2021

Rezoning Analysis For City of Troy, Michigan

Applicant: Jordan Jonna
Project Name: Lindsey Center
Location: 2690 Crooks Road
Zoning: O, Office
Action Requested: Rezone from O, Office to BB, Big Beaver

SITE/PROJECT DESCRIPTION/CURRENT USE

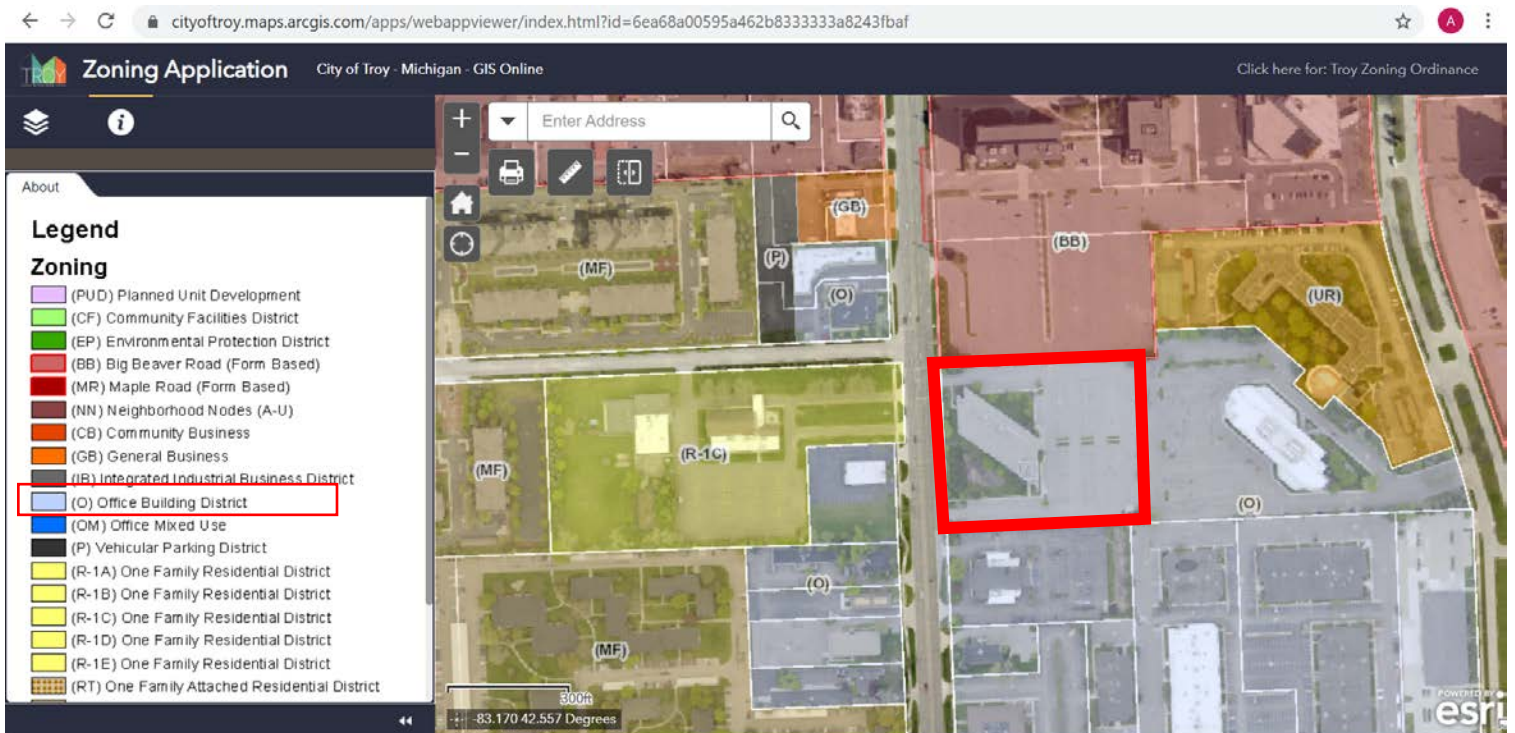
The applicant is requesting to rezone the parcel at 2690 Crooks Road from O-Office to BB, Big Beaver, in order to convert the existing four-story Lindsey Centre building to a 64-unit apartment building. The parcel is located on the east side of Crooks Road, between Big Beaver (16 Mile) Road and Kirts Boulevard. Currently, the 14.8-acre subject site is improved with the aforementioned 4-story office building. Overall site parking is sufficient for the conversion from office to residential.

Multiple-family residential is not a permitted use in the O, Office District but is permitted in BB, Big Beaver Residential. Please note that additional uses to the site that alter the existing building footprint or any additional building on site will require a future site plan review by the Planning Commission.

Figure 1. Aerial View of Site



NEIGHBORING ZONING AND LAND USE



The following chart compares zoning, future land use designation, and existing land use surrounding the subject parcel.

Table 1. Neighboring Zoning and Land Use

	Zoning	Existing Land Use	Future Land Use (Master Plan)
Subject Parcel	O – Office	Office Building	Big Beaver / High Density Residential
North	BB – Big Beaver Road FBC	Office Building	Big Beaver Road FBC
South	O – Office	Funeral Home	High Density Residential
East	O – Office	Office Building	Big Beaver / High Density Residential
West	R-1C – One Family Residential / O – Office	Church (Special Use) / Office	Big Beaver / High Density Residential

According to the Future Land Use Map in the Troy Master Plan, the property is located on the border of the Big Beaver Road Corridor and High Density Residential.

MASTER PLAN

The proposed development is consistent with the Master Plan as the City seeks to bring additional high-density residential units to this area of the City. The 2006 Big Beaver Corridor study stated that *“In order to remain competitive and continue to be a leader in economic development in Southeast Michigan, Troy must plan for this Corridor to evolve in light of a changing economy.”* In that spirit, the City adopted the key concepts of the Big Beaver Corridor Study in 2006:

- Promote redevelopment opportunities along the Big Beaver Corridor.
- Promote redevelopment with a greater mix of land uses, particularly new residences.
- Transform Big Beaver Corridor into a destination or "People Place" characterized by round-the-clock activity and an exciting nightlife.
- Maintain a unified vision for transforming Big Beaver Road into a World-Class Boulevard, while improving the corridor by focusing on each of its neighborhoods.
- Maintain and improve existing businesses along Big Beaver Corridor.
- Transform the corridor into a pedestrian-friendly environment.

The current Master Plan emphasizes these points, and emphasis residential uses along the corridor, and improvements to pedestrian circulation.

We find that the conversion of the office building into a multiple family residential use is consistent the Master Plan and Big Beaver Corridor Study:

- The proposed development will locate new residents within walking distance of the ever-booming Big Beaver commercial corridor and employment centers.
- Providing easy access to a main thoroughfare within the City and regional transportation network.
- Repurposes a building from an unknown future office market to a known market of residential.
- Additional residential uses promotes walkability and creates a more 24-hour environment.

We find that the proposed rezoning is consistent with the City's adopted policies including the Master Plan and the Big Beaver Corridor Study.

DEVELOPMENT POTENTIAL

Current Zoning

The intent of the O, Office District is to provide areas for office uses and limited related retail and service uses which support an office environment. These districts are typically located along commercial corridors in the City, or on the periphery of regionally prominent retail and service center. The O, Office District is suited to serve as a conventional transition zone or in support of more regionally prominent areas districts with a more intense concentration of uses.

Proposed Zoning

The Troy Master Plan recognizes that certain areas of the City may be conducive to high-density residential dwellings, particularly when located in close proximity to more intense mixed use and non-residential development.

The Big Beaver (BB) District is intended to implement the policies set forth in the Big Beaver Corridor Study, Big Beaver Design Guidelines, and the City's Master Plan. With the current office market environment, the conversion to a more viable use of residential is supported both in the Master Plan, the Big Beaver Corridor Study and the zoning ordinance.

TRAFFIC IMPACT AND SITE ACCESS

Access to the site will be two driveways from Crooks Road. As stated before, the site is currently a 4-story office building with an existing parking lot with 300+ spaces. Sixty-four (64) multiple family residential units is less impactful from a traffic standpoint than the exiting four (4) story office building.

If future development is proposed for the site, a Traffic Impact Analysis may be required by the Zoning Administrator, in consultation with the Traffic Engineer, to analyze the effect of development upon existing street traffic.

ESSENTIAL FACILITIES AND SERVICES

Essential facilities and services related to the proposed development will be evaluated as part of the building permit review if the property is rezoned for use as a multiple family residential building.

FINDING FOR REZONING

According to Rezoning Procedures in Section 16.03C, a rezoning may only be approved upon a finding and determination that all of the following are satisfied:

- 1) The proposed rezoning is consistent with the Master Plan. If the current zoning is in material conflict with the Master Plan.

CWA: The Future Land Use Map in the Master Plan designates this area as the border between Big Beaver District and High Density Residential. Repurposing a building from an unknown future office market to a known market of residential is consistent with the goals and policies of the Master Plan and Big Beaver Corridor Study

2. The proposed rezoning will not cause nor increase any non-conformity.

CWA: Rezoning from O, Office to BB, Big Beaver will not cause nor increase any non-conformity as a residential use is not permitted in O, Office but is permitted in BB, Big Beaver.

3. Public services and facilities affected by a proposed development will be capable of accommodating service and facility loads caused by use of the development.

CWA: The use conversion is not likely to significantly adversely impact any public services and facilities under the requested rezoning.

4. The rezoning will not impact public health, safety, or welfare.

CWA: Rezoning of this site to BB, Big Beaver will not impact the public health, safety, or welfare of the citizens of Troy or adjacent municipality.

5. The rezoning will ensure compatibility with adjacent uses of land.

CWA: Adjacent uses of land are O, Office designated parcels of land with existing office/office-like buildings. The office building on the subject parcel will be converted into a high-density residential building, keeping the office building aesthetic. As stated above, the rezoning will be consistent with the Master Plan.

RECOMMENDATIONS

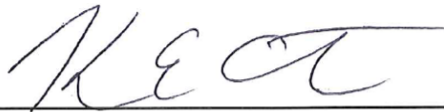
We find that the conversion of the rezoning of the site to repurpose the building from an unknown future office market to a known market of residential, is consistent with the Master Plan and the required rezoning standards:

- The proposed development will locate new residents within walking distance of the ever-booming Big Beaver commercial corridor and employment centers.
- Provides easy access to a main thoroughfare within the city and regional transportation network.
- Additional residential promotes walkability and creates a more 24-hour environment.

Based upon the comments of the analysis, we recommend approval of the proposed rezoning of the parcel from O, Office to BB, Big Beaver.



CARLISLE/WORTMAN ASSOC., INC.
Benjamin R. Carlisle, AICP, LEED AP
Principal



CARLISLE/WORTMAN ASSOC., INC.
Kristoffer Canty
Planner

CITY OF TROY REZONING REQUEST APPLICATION

CITY OF TROY PLANNING DEPARTMENT
500 W. BIG BEAVER
TROY, MICHIGAN 48084
248-524-3364
E-MAIL: planning@troymi.gov



REZONING REQUEST APPLICATION
\$1,800.00

ESCROW FEE
\$1,500.00

NOTICE TO THE APPLICANT

REGULAR MEETINGS OF THE TROY PLANNING COMMISSION ARE HELD ON THE SECOND AND FOURTH TUESDAY OF EACH MONTH AT 7:00 P.M. AT CITY HALL.

APPLICATIONS SHALL BE FILED NOT LATER THAN THIRTY (30) DAYS BEFORE THE SCHEDULED DATE OF THE MEETING.

A PLANNING COMMISSION PUBLIC HEARING SHALL BE SCHEDULED FOLLOWING A DETERMINATION BY THE PLANNING DEPARTMENT THAT THE APPLICATION IS COMPLETE.

PLEASE COMPLETE THE FOLLOWING:

1. NAME OF THE PROPOSED DEVELOPMENT: Lindsey Center
2. ADDRESS OF THE SUBJECT PROPERTY: 2690 Crooks Road
3. CURRENT ZONING CLASSIFICATION: Office
4. PROPOSED ZONING CLASSIFICATION: Urban Residential (UR)
5. TAX ID NUMBER(S) OF SUBJECT PROPERTY: 20-28-101-003
6. APPLICANT FOR REZONING:
NAME Jordan Jonna
COMPANY AF Jonna Development & Management Co.
ADDRESS 4036 Telegraph Road, Suite 201
CITY Bloomfield Hills STATE MI ZIP 48032
TELEPHONE 248-593-6200
E-MAIL jjonna@afjonna.com
- OWNER OF THE SUBJECT PROPERTY:
NAME _____
COMPANY _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
TELEPHONE _____
E-MAIL _____
7. THE APPLICANT BEARS THE FOLLOWING RELATIONSHIP TO THE OWNER OF THE SUBJECT PROPERTY:
Applicant is owner.
8. SIGNATURE OF THE PROPERTY OWNER: [Signature]
BY THIS SIGNATURE, THE PROPERTY OWNER AUTHORIZES PLACEMENT OF A SIGN ON THE PROPERTY TO INFORM THE PUBLIC AS TO THIS REQUEST FOR REZONING.
9. SIGNATURE OF THE APPLICANT: [Signature]

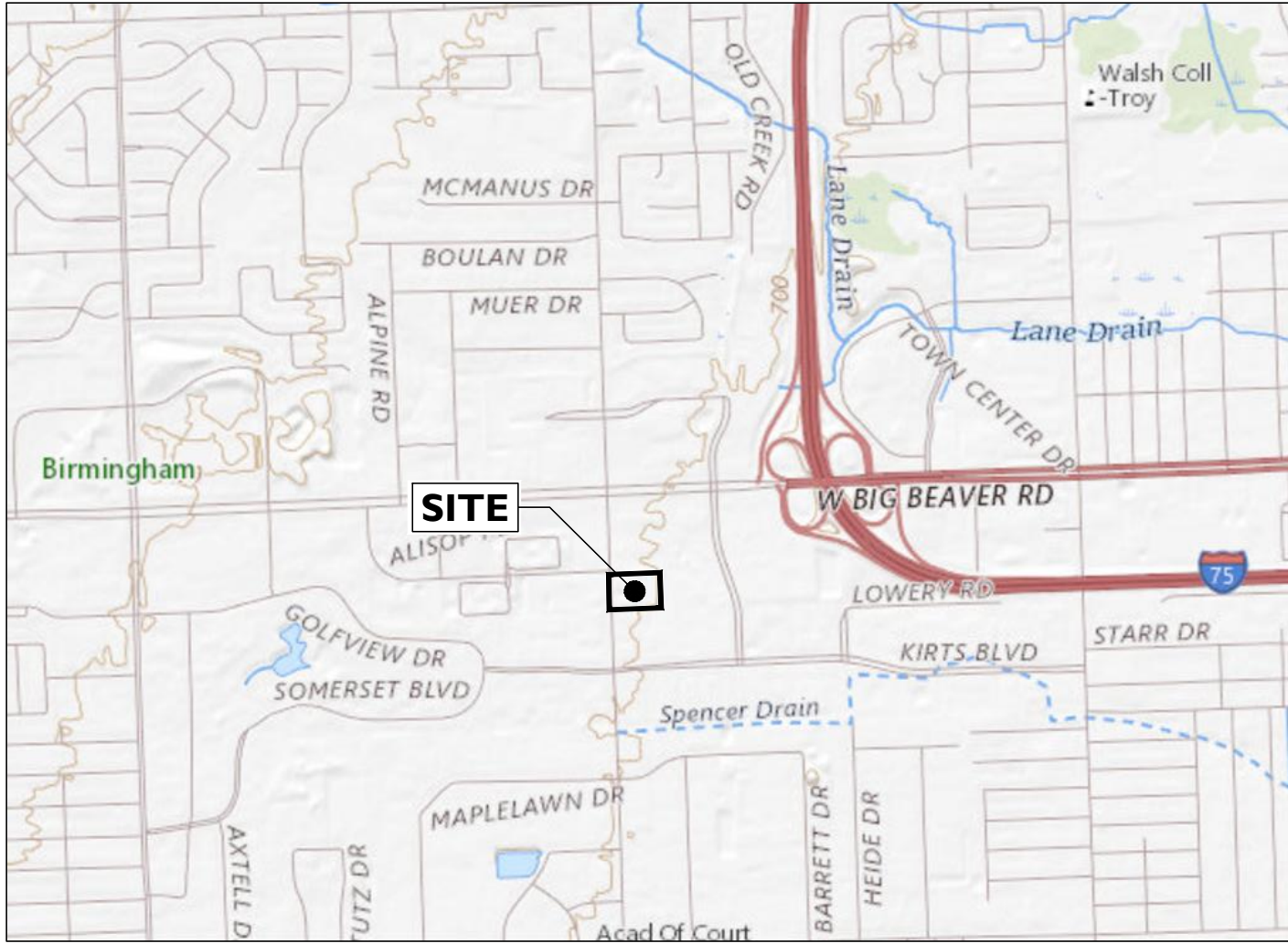
REZONING APPLICATION CHECKLIST

A COMPLETE REZONING APPLICATION SHALL INCLUDE THE FOLLOWING:

- ☐ REQUIRED FEE
- ☐ ONE (1) HARD COPY OF THE SIGNED APPLICATION FORM
- ☐ ONE (1) HARD COPY OF A CERTIFIED BOUNDARY SURVEY OF THE PROPERTY TO BE REZONED, WHICH SHALL INCLUDE A LEGAL DESCRIPTION AND A SCALE DRAWING, PREPARED BY A LICENSED LAND SURVEYOR
- ☐ ONE (1) HARD COPY OF A PROPOSED SITE PLAN INDICATING THE SUBJECT PROPERTY AND THE BUILDINGS / USES PROPOSED TO BE CONSTRUCTED
- ☐ ONE (1) HARD COPY OF A STATEMENT INDICATING WHY, IN THE OPINION OF THE APPLICANT, THE REZONING REQUESTED IS CONSISTENT WITH THE MASTER PLAN, AND WHY SUCH A REZONING IS CONSISTENT WITH ADJACENT ZONING DISTRICTS AND USES, AND WILL NOT BE DETRIMENTAL TO THE PROPERTY OF OTHER PERSONS LOCATED IN THE VICINITY
- ☐ ONE (1) CD CONTAINING AN ELECTRONIC VERSION OF THE COMPLETE REZONING APPLICATION

NOTICE TO APPLICANT

PUBLIC HEARING NOTICES REGARDING REQUESTS FOR REZONING REQUESTS WILL BE SENT TO PROPERTY OWNERS WITHIN 300 FEET OF THE SITE INVOLVED IN THE REQUEST. THE OPINIONS OF ADJACENT PROPERTY OWNERS ARE TAKEN INTO CONSIDERATION BY THE PLANNING COMMISSION AND THE CITY COUNCIL IN THE COURSE OF THEIR PUBLIC HEARINGS.



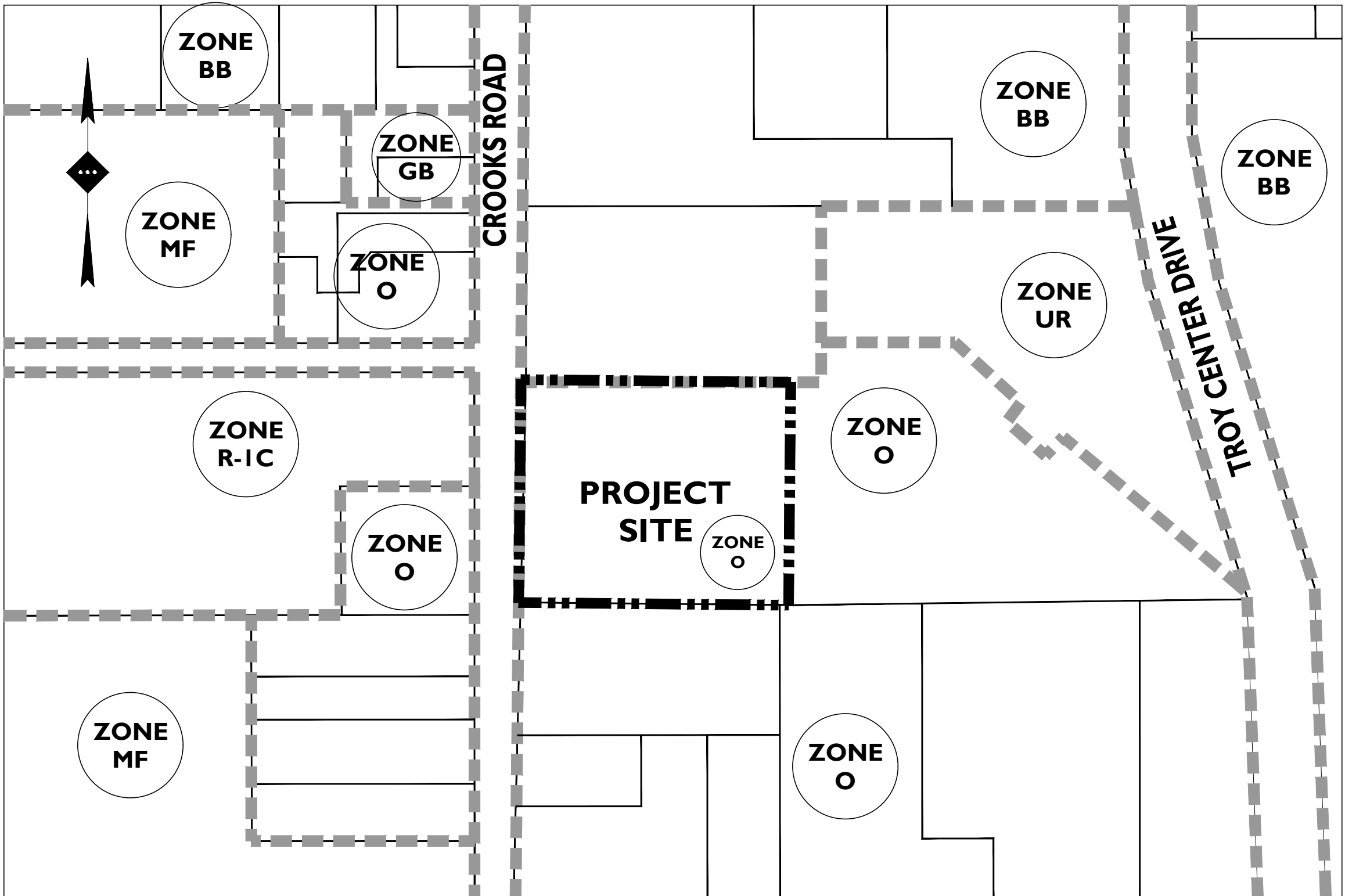
LOCATION MAP
SCALE: 1" = 2,000'±



AERIAL MAP
SCALE: 1" = 200'±

SITE REZONING PLANS FOR 2690 CROOKS ROAD PROPOSED MULTI-FAMILY APARTMENTS

PARCEL ID: 20-28-101-003
2690 CROOKS ROAD
CITY OF TROY, OAKLAND COUNTY, MICHIGAN



ZONING MAP
SCALE: 1" = 200'±

APPLICANT
AF JONNA DEVELOPMENT
4036 TELEGRAPH ROAD, SUITE 201
BLOOMFIELD HILLS, MI 48302

FOR CITY SUBMISSION		DESCRIPTION	
RAC	BY	DATE	ISSUE
02/09/2021			1

NOT APPROVED FOR CONSTRUCTION


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SITE REZONING PLANS
2690 CROOKS ROAD
PROPOSED REZONING
20-28-101-003
2690 CROOKS ROAD
CITY OF TROY
OAKLAND COUNTY, MICHIGAN



**STONEFIELD**
engineering & design

SCALE: AS SHOWN PROJECT ID: M-19301.01
TITLE:
COVER SHEET
DRAWING:
C-1

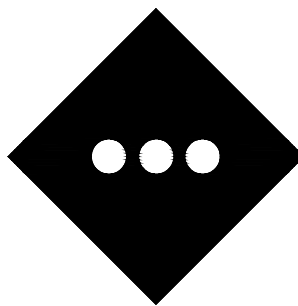
PLAN REFERENCE MATERIALS:

- THIS PLAN SET REFERENCES THE FOLLOWING DOCUMENTS INCLUDING, BUT NOT LIMITED TO:
 - ALTA/TOPOGRAPHIC SURVEY PREPARED BY KEM-TEC SURVEY DATED 12/12/2019
 - AERIAL MAP OBTAINED FROM GOOGLE EARTH PRO
 - LOCATION MAP OBTAINED FROM USGS ONLINE
 - ZONING INFORMATION OBTAINED FROM CITY OF TROY ZONING MAP
- ALL REFERENCE MATERIAL LISTED ABOVE SHALL BE CONSIDERED A PART OF THIS PLAN SET AND ALL INFORMATION CONTAINED WITHIN THESE MATERIALS SHALL BE UTILIZED IN CONJUNCTION WITH THIS PLAN SET. THE CONTRACTOR IS RESPONSIBLE TO OBTAIN A COPY OF EACH REFERENCE AND REVIEW IT THOROUGHLY PRIOR TO THE START OF CONSTRUCTION.



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Phone 248.247.1115

SHEET INDEX

DRAWING TITLE	SHEET #
COVER SHEET	C-1
SITE PLAN	C-2
SITE PLAN (PHASE II)	C-3

ADDITIONAL SHEETS

DRAWING TITLE	SHEET #
ALTA LAND SURVEY	1 OF 1

V:\P19301\19301.dwg (DRAWING BEAVER ROAD & CROOKS ROAD) TROY, MICHIGAN PROJECTS\2024\03\STEDING

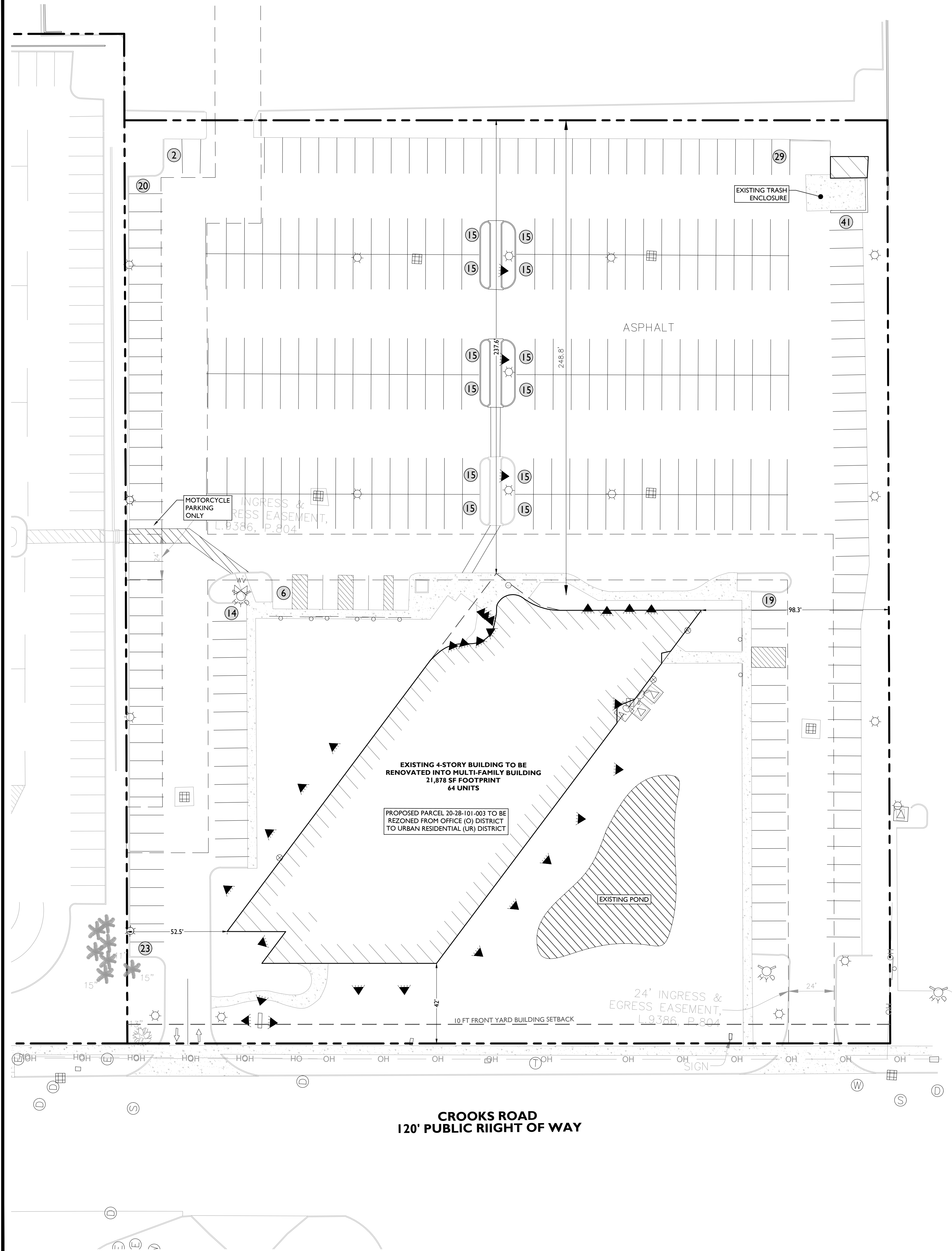


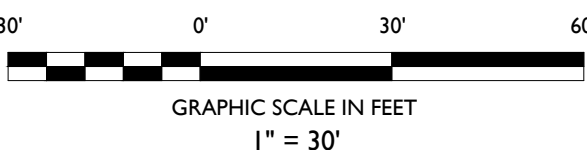
TABLE OF LAND USE AND ZONING		
PARCEL ID: 20-28-101-003		
EXISTING ZONE: OFFICE (O)		
PROPOSED ZONE: URBAN RESIDENTIAL (UR)		
PROPOSED USE	PERMITTED USE	
MULTI-FAMILY APARTMENTS		
ZONING REQUIREMENT	REQUIRED	PROPOSED
MINIMUM LOT AREA	N/A	193,599 SF (4.44 AC)
MINIMUM BUILDING COVERAGE	50% (96,800 SF)	11.3% (21,890 SF)
MAXIMUM DENSITY	35 UNITS/ACRE (155 UNITS)	14.8 UNITS/ACRE (62 UNITS)
REQUIRED FRONT YARD SETBACK	10 FT	42.0 FT
MINIMUM SIDE YARD SETBACK	0 FT	52.5 FT
MINIMUM REAR YARD SETBACK	0 FT	237.6 FT
MINIMUM SETBACK BETWEEN BUILDINGS	30 FT	N/A

FLOOR AREA TABLE		
CODE SECTION	REQUIRED	PROPOSED
§ 4.09.C	FLOOR AREA/UNIT:	TBD
	1 BEDROOM = 600 SF/UNIT	
	2 BEDROOM = 800 SF/UNIT	
	3 BEDROOM = 1,000 SF/UNIT	
	4 BEDROOM = 1,200 SF/UNIT	

OFF-STREET PARKING REQUIREMENTS		
CODE SECTION	REQUIRED	PROPOSED
§ TABLE 13.06-A	MULTI-FAMILY DWELLING:	333 SPACES
	2 SPACES PER DWELLING UNIT (62 UNITS)(2 SPACES PER UNIT) = 124 SPACES	
§ TABLE 13.06-B	90° PARKING: 9.5 FT X 19 FT W/ 24 FT AISLE	EXISTING
§ 13.06.F.3	MAXIMUM PARKING: 120% OF REQUIRED PARKING (124 SPACES)(1.2) = 149 SPACES	333 SPACES (W)
§ 13.11.C.4	BICYCLE PARKING: 2 SPACES PER BUILDING (1 BUILDINGS)(2 SPACES/BUILDING) = 2 SPACES	TO BE PROVIDED
§ 13.02.E-1	SITE LANDSCAPING: 15% OF THE SITE AREA SHALL BE LANDSCAPED (193,599 SF)(0.15) = 29,040 SF	26.4% (51,208 SF)
§ 4.09.D.5	RECREATIONAL AREA: 300 SF RECREATIONAL AREA PER UNIT (62 UNITS)(300 SF/UNIT) = 18,600 SF	36,542 SF

(W) WAIVER

- GENERAL NOTES**
- THE CONTRACTOR SHALL VERIFY AND FAMILIARIZE THEMSELVES WITH THE EXISTING SITE CONDITIONS AND THE PROPOSED SCOPE OF WORK (INCLUDING DIMENSIONS, LAYOUT, ETC.) PRIOR TO INITIATING THE IMPROVEMENTS IDENTIFIED WITHIN THESE DOCUMENTS. SHOULD ANY DISCREPANCY BE FOUND BETWEEN THE EXISTING SITE CONDITIONS AND THE PROPOSED WORK, THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC PRIOR TO THE START OF CONSTRUCTION.
 - THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND ENSURE THAT ALL REQUIRED APPROVALS HAVE BEEN OBTAINED PRIOR TO THE START OF CONSTRUCTION. COPIES OF ALL REQUIRED PERMITS AND APPROVALS SHALL BE KEPT ON SITE AT ALL TIMES DURING CONSTRUCTION.
 - ALL CONTRACTORS WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS STONEFIELD ENGINEERING & DESIGN, LLC, AND ITS SUB-CONSULTANTS FROM AND AGAINST ANY DAMAGES AND LIABILITIES INCLUDING ATTORNEY'S FEES ARISING OUT OF CLAIMS BY EMPLOYEES OF THE CONTRACTOR IN ADDITION TO CLAIMS CONNECTED TO THE PROJECT AS A RESULT OF NOT CARRYING THE PROPER INSURANCE FOR WORKERS COMPENSATION, LIABILITY INSURANCE, AND LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE.
 - THE CONTRACTOR SHALL NOT DEVIATE FROM THE PROPOSED IMPROVEMENTS IDENTIFIED WITHIN THIS PLAN SET UNLESS APPROVAL IS PROVIDED IN WRITING BY STONEFIELD ENGINEERING & DESIGN, LLC.
 - THE CONTRACTOR IS RESPONSIBLE TO DETERMINE THE MEANS AND METHODS OF CONSTRUCTION.
 - THE CONTRACTOR SHALL NOT PERFORM ANY WORK OR CAUSE DISTURBANCE ON A PRIVATE PROPERTY NOT CONTROLLED BY THE PERSON OR ENTITY WHO HAS AUTHORIZED THE WORK WITHOUT PRIOR WRITTEN CONSENT FROM THE OWNER OF THE PRIVATE PROPERTY.
 - THE CONTRACTOR IS RESPONSIBLE TO RESTORE ANY DAMAGED OR UNDERMINED STRUCTURE OR SITE FEATURE THAT IS IDENTIFIED TO REMAIN ON THE PLAN SET. ALL REPAIRS SHALL USE NEW MATERIALS TO RESTORE THE FEATURE TO ITS EXISTING CONDITION AT THE CONTRACTOR'S EXPENSE.
 - CONTRACTOR IS RESPONSIBLE TO PROVIDE THE APPROPRIATE SHOP DRAWINGS, PRODUCT DATA, AND OTHER REQUIRED SUBMITTALS FOR REVIEW. STONEFIELD ENGINEERING & DESIGN, LLC, WILL REVIEW THE SUBMITTALS IN ACCORDANCE WITH THE DESIGN INTENT AS REFLECTED WITHIN THE PLAN SET.
 - THE CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL IN ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
 - THE CONTRACTOR IS REQUIRED TO PERFORM ALL WORK IN THE PUBLIC RIGHT-OF-WAY IN ACCORDANCE WITH THE APPROPRIATE GOVERNING AUTHORITY AND SHALL BE RESPONSIBLE FOR THE PROCUREMENT OF STREET OPENING PERMITS.
 - THE CONTRACTOR IS REQUIRED TO RETAIN AN OSHA CERTIFIED SAFETY INSPECTOR TO BE PRESENT ON SITE AT ALL TIMES DURING CONSTRUCTION & DEMOLITION ACTIVITIES.
 - SHOULD AN EMPLOYEE OF STONEFIELD ENGINEERING & DESIGN, LLC, BE PRESENT ON SITE AT ANY TIME DURING CONSTRUCTION, IT DOES NOT RELIEVE THE CONTRACTOR OF ANY OF THE RESPONSIBILITIES AND REQUIREMENTS LISTED IN THE NOTES WITHIN THIS PLAN SET.



SYMBOL	DESCRIPTION
	PROPERTY LINE
	EXISTING BUILDING
	PROPOSED CURB
	PROPOSED BUILDING
	PROPOSED CONCRETE

STONEFIELD
engineering & design

Detroit, MI • New York, NY • Rutherford, NJ
Princeton, NJ • Tampa, FL • Boston, MA
www.stonefielddesign.com

607 Shelby Suite 200, Detroit, MI 48226
Phone 248.247.1115

SITE REZONING PLANS

2690 CROOKS ROAD
PROPOSED REZONING

20-28-101-003
2690 CROOKS ROAD
CITY OF TROY
OAKLAND COUNTY, MICHIGAN



STONEFIELD
engineering & design

SCALE: 1" = 30' PROJECT ID: M-19301.01

TITLE:

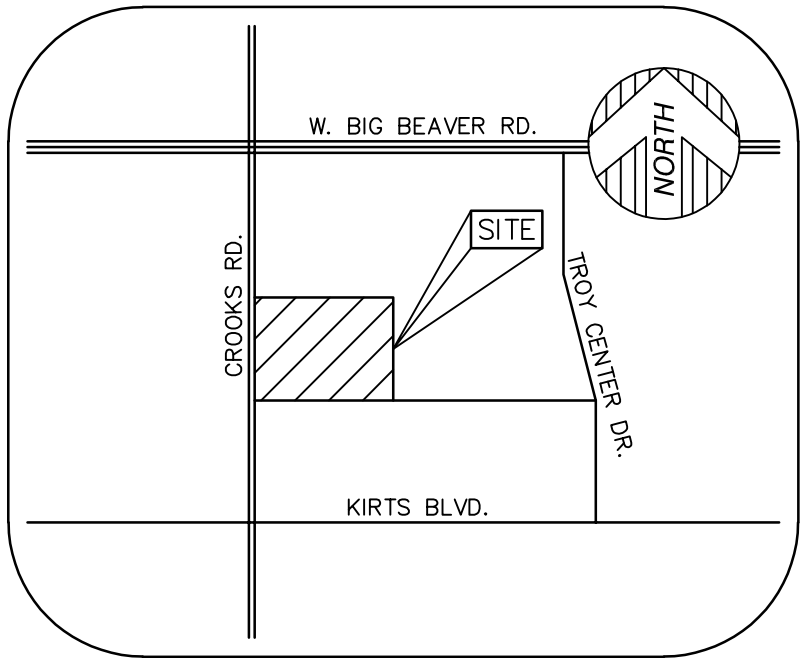
SITE PLAN

DRAWING:

C-2

FOR CITY SUBMISSION		DESCRIPTION	
	RAC	BY	
02/09/2021		DATE	
1		ISSUE	

NOT APPROVED FOR CONSTRUCTION



VICINITY MAP
(NOT TO SCALE)

LEGEND

	FOUND MONUMENT (AS NOTED)
	FOUND SECTION CORNER (AS NOTED)
	RECORD AND MEASURED DIMENSION
	RECORD DIMENSION
	MEASURED DIMENSION
	ELECTRIC MANHOLE
	ELECTRIC PANEL
	TRANSFORMER
	UTILITY POLE
	GAS METER
	GAS VALVE
	TELEPHONE MANHOLE
	ELECTRIC OUTLET
	CABLE TV RISER
	TRAFFIC SIGNAL
	CROSSWALK SIGNAL
	CLEANOUT
	SANITARY MANHOLE
	ROUND CATCH BASIN
	SQUARE CATCH BASIN
	DRAIN
	STORM DRAIN MANHOLE
	FIRE HYDRANT
	FIRE DEPARTMENT CONNECTION
	WATER GATE MANHOLE
	WATER VALVE
	AIR CONDITIONING UNIT
	BOLLARD
	FLAGPOLE
	FLOOD LIGHT
	LIGHTPOST/LAMP POST
	MAIL BOX
	SINGLE POST SIGN
	DOUBLE POST SIGN
	HANDICAP PARKING
	PARCEL BOUNDARY LINE
	ADJOINER PARCEL LINE
	SECTION LINE
	EASEMENT (AS NOTED)
	BUILDING
	BUILDING OVERHANG
	ASPHALT CURB
	CONCRETE CURB
	RAISED CONCRETE
	PARKING
	EDGE OF CONCRETE (CONC.)
	EDGE OF ASPHALT (ASPH.)
	EDGE OF GRAVEL
	FENCE (AS NOTED)
	WALL (AS NOTED)
	LANDSCAPING (AS NOTED)
	OVERHEAD UTILITY LINE
	UNDERGROUND PIPE (AS NOTED)
	BUILDING AREA
	ASPHALT
	CONCRETE

PARKING

HANDICAP PARKING = 8 STALLS
STANDARD PARKING = 328 STALLS

BASIS OF BEARING

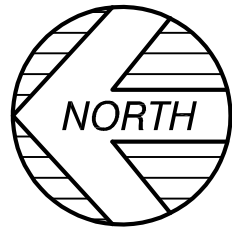
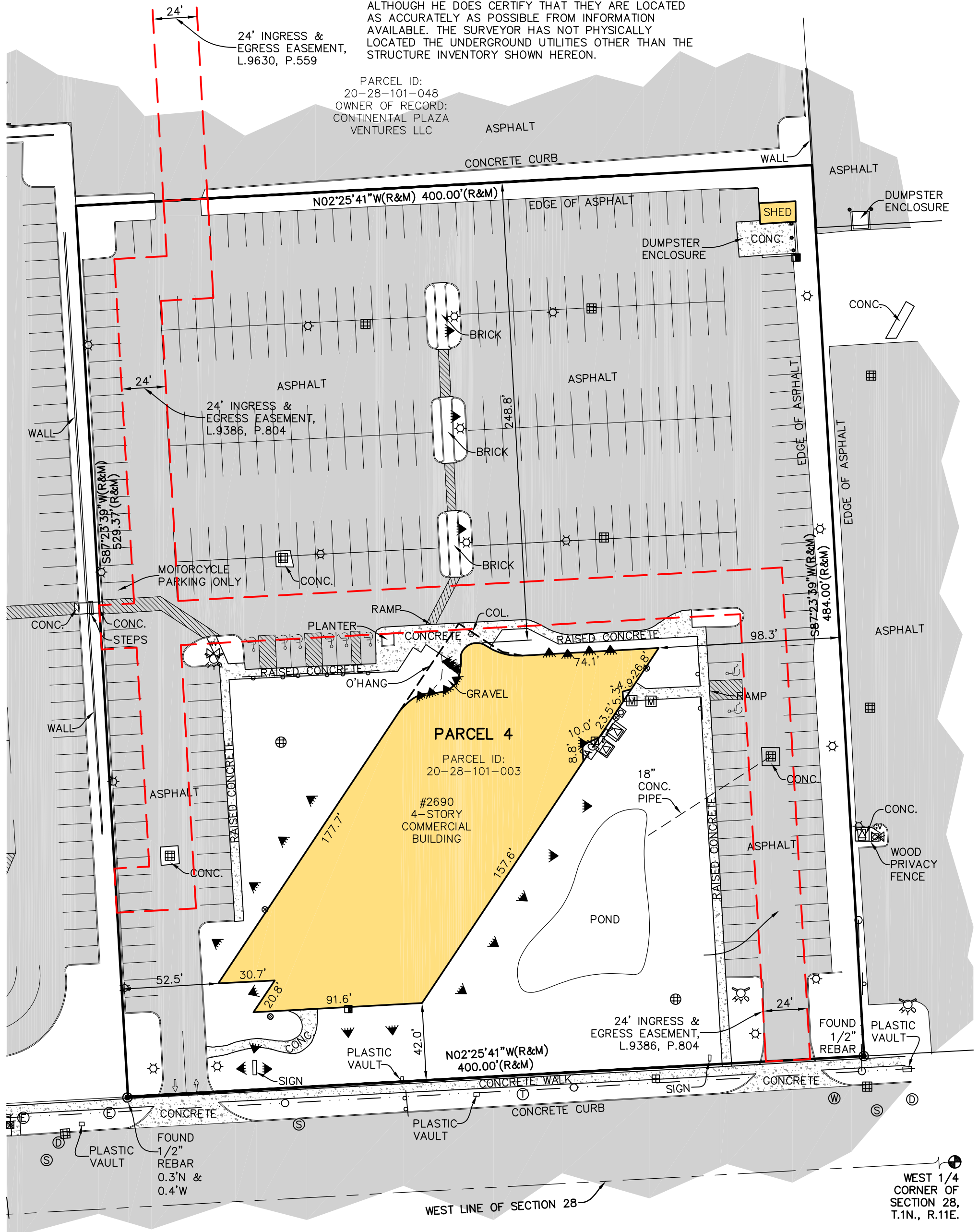
SOUTH 02°25'41" EAST, BEING THE WEST LINE OF SECTION 28, AS SHOWN.

PARCEL AREA

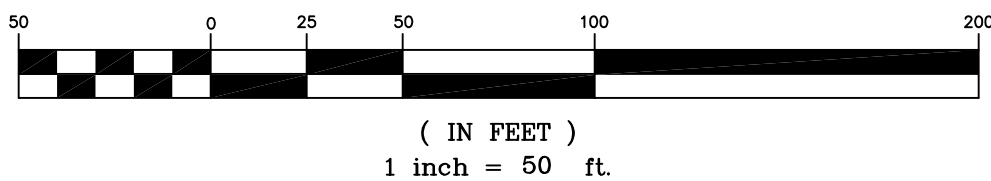
PARCEL 4:
193,599± SQUARE FEET = 4.444± ACRES

SURVEYOR'S NOTE

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE, THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES OTHER THAN THE STRUCTURE INVENTORY SHOWN HEREON.



GRAPHIC SCALE



PROPERTY DESCRIPTION

THE LAND SITUATED IN THE TROY, COUNTY OF OAKLAND, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

PARCEL 4:
THE EAST 484 FEET OF THE WEST 544 FEET OF THE SOUTH 400 FEET OF THE NORTH 1/2 OF THE NORTHWEST 1/4 CORNER OF SECTION 28, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN.

TITLE REPORT NOTE

ONLY THOSE EXCEPTIONS CONTAINED WITHIN THE STEWART TITLE GUARANTY COMPANY FILE No. 63-19650824-SCM, REVISION 4, DATED SEPTEMBER 03, 2019, AND RELISTED BELOW WERE CONSIDERED FOR THIS SURVEY. NO OTHER RECORDS RESEARCH WAS PERFORMED BY THE CERTIFYING SURVEYOR.

27. TERMS AND PROVISIONS CONTAINED WITHIN, AND EASEMENTS CREATED BY CROSS-ACCESS OR JOINT-DRIVE EASEMENT RECORDED IN LIBER 9386, PAGE 804, OAKLAND COUNTY RECORDS (AFFECTS PARCELS 4). (AS SHOWN)

28. TERMS AND PROVISIONS CONTAINED WITHIN, AND EASEMENTS CREATED BY CROSS-ACCESS OR JOINT-DRIVE EASEMENT RECORDED IN LIBER 9630, PAGE 559, OAKLAND COUNTY RECORDS (AFFECTS PARCELS 4). (AS SHOWN)

SURVEYOR'S CERTIFICATION

TO A.F. JONNA; STEWART TITLE GUARANTY COMPANY; AND ATA NATIONAL TITLE GROUP, LLC:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDED ITEMS 2, 4, 7A, 8, AND 9 OF TABLE A, THEREOF. THE FIELD WORK WAS COMPLETED ON DECEMBER 05, 2019.

DATE OF PLAT OR MAP: DECEMBER 10, 2019

DRAFT

ANTHONY T. SYCKO, JR., P.S.
PROFESSIONAL SURVEYOR
MICHIGAN LICENSE NO. 47976
22556 GRATIOT AVE., EASTPOINTE, MI 48021
TSycko@kemttec-survey.com

ALTA / NSPS LAND TITLE SURVEY
PREPARED FOR: A.F. JONNA
991 & 999 W. BIG BEAVER RD. & 2690 CROOKS RD.,
TROY, MICHIGAN,
PART OF SECTION 28,
TOWN 2 NORTH, RANGE 11 EAST

PROFESSIONAL ENGINEERING,
SURVEYING & ENVIRONMENTAL
SERVICES
KEM-TEC
A GROUP OF COMPANIES
Eastpointe
(800) 255-7222
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Ann Arbor
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FAX: (734) 994-0667
Grand Blanc
(888) 684-0001
FAX: (810) 694-9955
www.kemttecgroupofcompanies.com

DRAWN BY:	JDM	12/12/19
CHECKED BY:	ATS	12/12/19
DATE:	DECEMBER 12, 2019	
PROJECT NO:	19-03820	SCALE: 1" = 50'

REZONING REQUEST

6. PUBLIC HEARING – REZONING REQUEST (File Number Z JPLN2021-0001) – Proposed Lindsey Center Rezoning, East of Crooks, South of Big Beaver (2690 Crooks; PIN 88-20-28-101-003), Section 28, From O (Office) to BB (Big Beaver) Zoning District

Mr. Savidant gave a review of the Lindsey Center rezoning request. He said the applicant intends to convert an existing 4-story office building into a 64-unit apartment building. Mr. Savidant identified neighboring land uses and zoning. He addressed how the request relates to the Master Plan, Big Beaver Corridor Study and the required rezoning standards.

Mr. Savidant said the Planning Department supports the repurposing of the existing building from an unknown future office market to a known market of residential and recommends approval of the proposed rezoning of the parcel from Office to Big Beaver.

Present were Jordan Jonna of Jonna Development and Jason Gekiere of Tower Construction.

Mr. Jonna said their multi-family business has invested in several projects in Troy. He addressed timing, funding and construction costs of development. Mr. Jonna said their intent is to repurpose the building into a viable use in a creative design. Mr. Jonna shared there is no timeline for the proposed development at this time, but they would hope to move forward in a timely manner should the rezoning request be granted.

Mr. Jonna addressed a proposed development of theirs that is currently in the application process with the Planning Department. He said the proposed development is a live, work and play campus located at Big Beaver and Crooks.

There was discussion on:

- Current office economy.
- If rezoning request granted, Site Plan application would come before Board for review.
- Investments in Troy cited by applicant.
- Viability of mixed-use developments.
- Square footage of apartment units.

PUBLIC HEARING OPENED

Chair Krent acknowledged there was no one present in the audience to speak.

Ms. Ferencz reported no voicemail messages were received, and there was no one virtually present to speak.

Ms. Ferencz read the following email message received into the record.

- Chuck Shepherd; in support.

PUBLIC HEARING CLOSED

Resolution # PC-2021-05-038

Moved by: Lambert

Support by: Faison

RESOLVED, That the Planning Commission hereby recommends to the City Council that the O to BB rezoning request, as per Section 16.03 of the City of Troy Zoning Ordinance, located on the east side of Crooks, south of Big Beaver (2690 Crooks), within Section 28, being approximately 4.45 acres in size, be **GRANTED** for the following reasons:

1. The proposed rezoning is consistent with the Master Plan
2. The proposed rezoning does not appear to cause or increase any nonconformity.
3. If rezoned the property will be capable of accommodating service and facility loads caused by use of the development.
4. The rezoning does not appear to impact public health, safety, or welfare.
5. The rezoning will ensure compatibility with adjacent uses of land.
6. The rezoning would provide market flexibility to an office building in the wake of the Covid-19 pandemic.
7. The rezoning would permit residential uses by right, which would have the effect of locating new residents within walking distance of the Big Beaver commercial corridor and employment centers.
8. The rezoning would permit residential uses which would promote walkability and create a more 24-hour environment within the Big Beaver corridor.

Yes: All present (9)

MOTION CARRIED

A meeting of the Global Troy Advisory Committee was held on Wednesday May 12, 2021 via Zoom in compliance with the State of Michigan's Executive Order 2020-75 that temporarily suspends strict compliance with physical-place and physical-presence requirements of the Open Meetings Act in order to allow electronic meetings.

1.) Call to Order

The meeting was called to order at 6:06 p.m.

2.) Roll Call

Present: Mayor Ethan Baker
 Lisa Bica-Grodsky
 Awni Fakhoury
 Allison Liu (Student Representative)
 Daniela Natcheva
 Carolina Noguez-Ortiz
 Suneel Sekhri (arrived at 6:29pm)
 Yudong (Tom) Zhou

Absent: MiVida Burrus
 Kaitlyn Hao
 Arjun Tholapakalli (Student Representative)

Also present: Sarah Ames, Staff Liaison / Recording Secretary

3.) Consent Agenda

A. Minutes from the February 10, 2021 Regular Meeting

Committee Member Bica-Grodsky asked for an amendment to the meeting minutes, to correct "Troy Days" to "Troy Daze".

Resolution # GT – 2021-5-01

Moved by: Awni Fakhoury
 Seconded by: Lisa Bica-Grodsky

RESOLVED, that the Minutes of the February 10, 2021 meeting be approved as amended.

Yeas: - 6 -
 Nays: None
 Absent: - 3 -

4.) Regular Business

A. Debrief of the Joint City Council and Global Troy Advisory Committee

- Staff Liaison Ames introduced the topic.
- Mayor Baker asked for a debrief and general conversation about the Joint Meeting with City Council.
- Committee Member Fakhoury noted that he thought it was a great meeting and appreciated the opportunity to meet with Council.
- Mayor Baker noted that he agreed and would like to hold the next Joint Meeting in person and bring food.
- Committee Member Bica-Grodsky agreed with Committee Member Fakhoury and said that she thinks the meeting was long overdue for the members who have been on GTAC. A Joint Meeting is something that was talked about on the Committee for the last few years. She would like to meet with Council annually or bi-annually.
- Committee Member Fakhoury suggested annually and that committee members bring foods from different countries for the joint meeting with Council.
- Mayor Baker commented that it is good to have that dialogue with Council and that he agrees Joint Meetings with City Council should continue.
- Staff Liaison Ames discussed the action points for Global Troy Advisory Committee. She suggested a report to Council on what is going on in the Global Troy Advisory Committee and developing a subcommittee focused on utilizing the City of Troy's Welcoming America membership. She noted that this would help with the turnover of staff liaisons and would keep the committee more involved.
- Mayor Bakers commented that planning for the future was good for succession planning and asked the group if they would be interested in participating.
- Committee Member Bica-Grodsky noted that she participated in the Welcoming America Welcoming Interactive and she enjoyed it so much and it encouraged her to become involved. She noted that some of the initiatives that Welcoming America shared align very well with GTAC and it motivated her to be active with Welcoming America.

Resolution # GT – 2021-5-02

Moved by: Ethan Baker

Seconded by: Awni Fakhoury

RESOLVED, that the Welcoming America subcommittee is established.

Yeas: - 7 -

Nays: None

Absent: - 2-

Resolution # GT- 2021-5-03

Moved by: Ethan Baker
Seconded by: Daniela Natcheva

RESOLVED, that the Mayor appoints Committee Members Noguez-Ortiz, Bica-Grodsky, and Mohideen as members of the Welcoming America subcommittee.

Yeas: - 7 -
Nays: None
Absent: - 2 -

B. Discussion Regarding Global Troy Advisory Committee Upcoming Events and Quarterly Event

- Staff Liaison Ames introduced the item and suggested that the group discuss developing an event to celebrate or highlight the Spring celebrations that have passed if members feel the group could.
- Committee Member Natcheva suggested highlighting families on social media, Asian American/Pacific Islander Month and Ramadan, and to focus more energy on the summer time since it is the end of the Spring.
- Mayor Baker suggested that we could retrospectively highlight the Asian American/Pacific Islander month if committee members feel they have the ability and availability to work on the event.
- Student Representative Liu suggested holding an event where GTAC asks community members what Asian American/Pacific Islander Month means to them. Her event ideas included videos of asking families and community members what Ramadan and Asian American/Pacific Islander month means to them.
- Committee Member Noguez-Ortiz added that include some pictures would be great. She highlighted that there was a rally in Troy and several Councilmembers attended. There were quotes in the paper to include, or interview someone about how anti-Asian attacks have impacted Asian American/Pacific Islander month.
- Committee Member Natcheva suggested to include International Children's Day on the list of events and holding an event for June 1st at the library, community center, or at a park to host games for kids.
- Student Representative Liu asked if there was a list for summer events.
- Staff Liaison Ames said she would send out the list to GTAC members.
- Mayor Baker stated that the restrictions will change as they progress and more people get vaccinated but he isn't expecting many people to attend large group gatherings.
- Committee Member Natcheva suggested holding an event one hour before a Concert in the Park event.
- Committee Member Bica-Grodsky gave an overview of Troy Family Daze International Day event information. She asked for a lineup by the end of June. There are also limited expenses due to COVID and that sponsors would be helpful.

She noted that Staff Liaison Ames had suggested making a subcommittee for International Day.

- Committee Member Bica-Grodsky asked for support from committee members to join the subcommittee and also attend the Troy Family Daze meetings.
- Committee Member Nogues-Ortiz asked how individuals or businesses could support and donate to Troy Family Daze.
- Committee Member Bica-Grodsky said that they information should be included on the Troy Family Daze website.
- Committee Members Mohideen, Sekhri, and Mohideen as well as Student Representative Liu volunteered to participate in the subcommittee.
- The committee discussed other channels of communication to get the visibility of the committee up.

B. Other Business

Committee Member Bica-Grodsky commented that she was unaware of the rally in Troy against anti-Asian crime and would like to be notified when there are public cultural events.

C. Public Comment

Public Comment can be submitted via email at GTACPublicComments@troymi.gov and via voicemail at 248.524.3567

D. Adjourn

The meeting was adjourned at 7:07 p.m.



Ethan Baker, Chairperson



Sarah Ames, Staff Liaison / Recording Secretary



June 16, 2021

Honorable Mayor
and City Council Members
City of Troy
500 W. Big Beaver Road
Troy, Michigan 48084

Enclosed is the engagement letter for the **City of Troy, Michigan**, for the year ended June 30, 2021. *Government Auditing Standards* (as amended) require that we communicate, during the planning stage of an audit, certain information to the City Council. This information includes the auditors' responsibilities in a financial statement audit, including our responsibilities for testing and reporting on compliance with laws and regulations and internal control over financial reporting. The engagement letter includes the items which must be communicated to the City Council.

Therefore, please make copies of the attached engagement letter and forward the copies to the City Council.

Please sign and return the enclosed copy of the attached engagement letter to us at your earliest convenience.

Sincerely,

Enclosures

Rehmann is an independent member of Nexia International.



June 16, 2021

Honorable Mayor
and City Council Members
City of Troy
500 W. Big Beaver Road
Troy, Michigan 48084

We are pleased to confirm our understanding of the services we are to provide the *City of Troy, Michigan* (the "City") for the year ended June 30, 2021.

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended June 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion nor provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedules Required by GASB 67 and 68 – Pension Plan
3. Schedules Required by GASB 74 and 75 – OPEB Plan

We have also been engaged to report on supplementary information other than RSI, such as combining and individual fund financial statements, that accompanies the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves and other additional procedures, in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Combining and individual fund financial statements
2. Schedule of expenditures of federal awards

The following other information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

1. Introductory section of the Comprehensive Annual Financial Report
2. Statistical section of the Comprehensive Annual Financial Report

Audit Objectives

The objective of our audit is the expression of opinions as to whether the City's financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the basic financial statements taken as a whole. Our audit of the City's financial statements does not relieve management or those charged with governance of their responsibilities. The objective also includes reporting on -

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance)

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and with the Uniform Guidance in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Council of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs to our audit report. If our opinions on the financial statements or the Single Audit compliance opinion are other than unmodified, we will discuss the reasons with management in advance. If circumstances occur and come to our attention related to the condition of the City's records, the availability of sufficient, appropriate audit

evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, or we become aware that information provided by the City is incorrect, incomplete, inconsistent, misleading, contains material omissions, or is otherwise unsatisfactory which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

The concept of materiality is inherent in the work of an independent auditor. An independent auditor places greater emphasis on those items that have, on a relative basis, more importance to the financial statements and greater possibilities of material error than with those items of lesser importance or those in which the possibility of material error is remote. For this purpose, materiality has been defined as “the magnitude of an omission or misstatement of accounting and financial reporting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would have been changed or influenced by the omission or misstatement.”

Audit Procedures and Our Responsibilities—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We may request written representations from the City's attorneys as part of the engagement, and they may bill the City for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from management about the financial statements and related matters.

We have advised the City of the limitations of our audit regarding the detection of fraud and the possible effect on the financial statements (including misappropriation of cash or other assets) notwithstanding our obligations per the Single Audit Amendments of 1996 and the Uniform Guidance. We can, as a separate engagement, perform extended procedures specifically designed to potentially detect defalcations. Management acknowledges that the City has not engaged us to do so and does not wish us to do so at this time.

Management is responsible for the basic financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of the Uniform Guidance. As part of the audit, we will assist with preparation of the City's financial statements, schedule of expenditures of federal awards, and related notes, as well as the data collection form. Management will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and the data collection form, and that management has reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Management agrees to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of these or other nonattest services performed by our Firm; and understand and accept responsibility for the results of such services.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management functions or responsibilities.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the City and its business environment, including internal control over financial reporting sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures that are appropriate in the circumstances. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control, or to identify significant deficiencies or material weaknesses in internal control, or to express an opinion on the effectiveness of internal control over financial reporting. Accordingly, we will express no such opinion. However, during the audit, we will communicate to the appropriate level of management and those charged with governance internal control

related matters that are required to be communicated under professional standards, *Government Auditing Standards* and the Uniform Guidance. These matters refer to significant matters related to the financial statement audit that are, in our professional judgment, relevant to the responsibilities of those charged with governance in overseeing the City's financial reporting process. When applicable, we are responsible for communicating certain matters required by laws or regulations, or by additional requirements that may be applicable to this engagement. Auditing standards generally accepted in the United States of America do not require the independent auditor to design or perform procedures for the purpose of identifying other matters to communicate with those charged with governance. Management is responsible for assessing the implications of and correcting any internal control-related matters brought to the City's attention by us.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Management Responsibilities

Management is solely and completely responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and internal control over compliance, and for ongoing monitoring activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. Management is also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with an acceptable financial reporting framework, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Management is responsible for determining, and has determined, that the applicable and appropriate financial reporting framework to be used in the preparation of the City's financial statements is accounting principles generally accepted in the United States of America (GAAP).

Management is also solely and completely responsible for making all financial records and related information available to us, and for ensuring that financial information is reliable and properly recorded. Management is also responsible for providing us with (1) access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request from management for the purpose of the audit, and (3) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

For the purposes of this letter, related parties mean members of the governing body; board members; administrative officials; immediate families of administrative officials, board members, and members of the governing body; and any companies affiliated with or owned by such individuals.

Management's responsibilities also include identifying significant vendor relationships in which the vendor has the responsibility for program compliance and for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

We understand that management will provide us with such information required for our audit, including a reasonably adjusted trial balance, and that management is responsible for the accuracy and completeness of that information. Assistance provided by our Firm in the preparation of a reasonably adjusted trial balance is considered an additional billable service.

We will advise management and the City Council about appropriate accounting principles and their application and may assist in the preparation of the City's financial statements, but the ultimate responsibility for the financial statements remains with management with oversight by those charged with governance. As part of our engagement, we may propose standard, adjusting, or correcting journal entries to the City's financial statements. Management is responsible for reviewing the entries, understanding the nature of any proposed entries and the impact they have on the financial statements, and the implications of such entries on the City's internal control over financial reporting. Further, the City is responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these nonattest services.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management's responsibilities include informing us of its knowledge of any allegations of fraud, suspected fraud or illegal acts affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review at the conclusion of fieldwork.

Management is responsible for preparation of the schedule of expenditures of federal awards in conformity with the Uniform Guidance. Management agrees to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we reported on the schedule of expenditures of federal awards. Management also agrees to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Management's responsibilities include acknowledging to us in the representation letter that (a) management is responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (b) that management believes the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (c) that the methods of

measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) management has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is also responsible for the preparation of the other supplementary information, which we have been engaged to report on, that is presented fairly in relation to the basic financial statements. Management agrees to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Management's responsibilities include acknowledging to us in the representation letter that (a) management is responsible for presentation of the supplementary information in accordance with GAAP; (b) that management believes the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) management has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. Management is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as management's planned corrective actions, for the report, and for the timing and format for providing that information.

During the course of our engagement, we will request information and explanations from management regarding the City's operations, internal control over financial reporting, various matters concerning fraud risk, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written management representation letter.

We are not hosts for any City information. Management is expected to retain all financial and non-financial information that management uploads to a portal (document sharing site), and management is responsible for downloading and retaining in a timely manner anything we upload. Portals are meant as a method only of transferring and sharing data, and are not intended for the storage of City information, which may be deleted at any time. Management is expected to maintain control over the City's accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of the City's data or records. Giving us access to the City's accounting system does not make us hosts of information contained within.

Fees

Our fees for the audit of the financial statements will be as follows:

Comprehensive Annual Financial Statement	\$ 58,400
Downtown Development Authority Financial Statements	3,200
Brownfield Redevelopment Authority Financial Statements	1,900
Local Development Authority Financial Statements	2,100
Single audit	<u>5,000</u>
Total	<u>\$ 70,600</u>

Our invoices for these fees are due and payable as follows:

September 20, 2021	\$ 28,000
October 4, 2021	28,000
Due upon report issuance	14,600

This fee is based on the assumption that unexpected circumstances will not be encountered during the audit. This fee is based on anticipated cooperation from the City's personnel, continued readiness and proactive assistance on their part in providing us with complete and accurate information (whether financial or nonfinancial in nature) considered necessary by us to form an appropriate opinion, and the assumption that unexpected circumstances will not be encountered during the audit. Such circumstances include, but are not necessarily limited to significant addition or deletion of funds, component units or related entities and first-time application of significant new professional accounting or auditing pronouncements. In addition, the fee above assumes management will analyze and maintain appropriate support for significant valuation assertions embodied in the financial statements including the valuation of investment securities, the actuarial methods and assumptions used to calculate the net pension and other postemployment benefits liabilities, impairment of capital assets including those held for sale, the valuation of inventories and land held for resale, allowances for uncollectible receivables, and the estimate for incurred-but-not-reported self insurance claims. If significant additional time is necessary, we will discuss the related circumstances with management and arrive at a new fee estimate, which may or may not occur before we incur the additional time. In these circumstances, we may also issue a change order form (an attached example is provided.)

Engagement Administration, and Other

Management shall discuss any independence matters with Rehmann that, in management's judgment, could bear upon Rehmann's independence.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with management the electronic submission and certification. If applicable, we will provide copies of our reports for the City to include with the reporting package the City will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Rehmann and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a cognizant or grantor agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify management of any such request. If requested, access to such audit documentation will be provided under the supervision of Rehmann personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

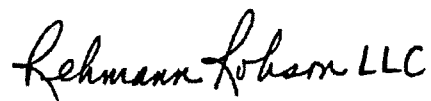
The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant agency, oversight agency for audit, or pass-through City. If we are aware that a federal awarding agency, pass-through City, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

Our audit engagement and our responsibility as auditors ends on delivery of our audit report to the City Council at the Regular or Special Board meeting. Any follow-up services that might be required will be part of a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Government Auditing Standards require that we provide the City with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. Our 2020 peer review report accompanies this letter.

This engagement letter, including the attached Rehmann Audit Engagement Letter Terms and Conditions which are incorporated herein by reference as if set forth within the body of this engagement letter in their entirety, reflect the entire understanding between us relating to the audit services covered by this agreement. This agreement may not be amended or varied except by a written document signed by both parties. It replaces and supersedes any previous proposals, correspondence, and understandings, whether written or oral. The agreements of the City and Rehmann contained in this document shall survive the completion or termination of this engagement. If any term hereof is found unenforceable or invalid, this shall not affect the other terms hereof, all of which shall continue in effect as if the stricken term had not been included.

We appreciate the opportunity to be of service to the **City of Troy, Michigan** and believe the arrangements outlined above and in the attached Rehmann Audit Engagement Letter Terms and Conditions accurately summarize the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement, please sign the enclosed copy of this document and return it to us.

A handwritten signature in black ink that reads "Rehmann Robson LLC". The signature is written in a cursive, flowing style.

Nathan C. Baldermann, CPA, CGFM
Principal
Executive responsible for supervising the
engagement and signing our report

City Council
City of Troy
June 16, 2021
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ACKNOWLEDGED AND ACCEPTED:

This letter correctly sets forth the understanding of *City of Troy*.

Robert C. Maleszyk

Officer Signature

Robert C. Maleszyk

Printed Name

CFO

Title

6/23/2021

Date

Rehmann Audit Engagement Letter Terms and Conditions

ADDITIONAL SERVICES - The City may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with management regarding the scope of the additional services and the estimated separate fees. We also may issue a change order form (an attached example is provided), or a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our attest services will continue to be governed by the terms of this engagement letter.

CODE OF CONDUCT - Management is responsible for identifying any violations by employees of the City's code of conduct.

CHANGES IN STANDARDS, LAWS AND REGULATIONS - We perform services for the City based on present professional standards, laws and regulations. While we may on occasion be able to communicate with management with respect to changes in professional standards, laws and regulations, as a general principle we cannot undertake with clients to advise them of every change that may occur. The City can always obtain reassurance in this regard by contacting us for an updated review of the City's situation.

MANAGEMENT'S REPRESENTATIONS - The procedures we will perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. Accordingly, false, misleading, incomplete, inconsistent, or omitted representations could cause us to expend unnecessary efforts or could cause material error or a fraud to go undetected by our procedures. In view of the foregoing, the City agrees that we shall not be responsible for any material misstatements in the City's financial statements that we may fail to detect as a result of false, inaccurate, incomplete, inconsistent, or misleading representations that are made to us by management. In addition, the City further agrees to indemnify and hold us harmless for any liability and all reasonable costs, including legal fees, that we may incur as a result of the services performed under this engagement in the event there are false or misleading representations made to us by any member of the City's management.

CLIENT ASSISTANCE - We understand that the City's employees will prepare all cash, accounts receivable, and other confirmations we request and will locate and refile any documents selected by us for testing. In addition, management will provide us with copies of all minutes and other documents that we believe may have a bearing on our evaluation of the City's financial affairs.

WORK SPACE - The City shall provide reasonable work space for Rehmann personnel at audit work sites, as well as occasional clerical support services.

TIMELY DECISIONS AND APPROVALS - The City understands that Rehmann's performance is dependent on the City's timely and effective satisfaction of its own activities and responsibilities in connection with this engagement, as well as timely decisions and approvals by City personnel.

ACCURACY AND COMPLETENESS OF INFORMATION - Management agrees to ensure that all information provided to us is accurate, complete, and consistent in all material respects, contains no material omissions and is updated on a prompt and continuous basis. In addition, management will also be responsible for obtaining all third-party consents, if any, required to enable Rehmann to access and use any third-party products necessary to our performance.

EMAIL - The City acknowledges that (a) Rehmann, the City and others, if any, participating in this engagement may correspond or convey documentation via Internet e-mail unless the City expressly requests otherwise, (b) no party has control over the performance, reliability, availability, or security of Internet e-mail, and (c) Rehmann shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond Rehmann's reasonable control.

OFFERS OF EMPLOYMENT - Professional standards require us to be independent with respect to the City in the performance of our services. Any discussions that management has with personnel of our Firm regarding employment could pose a threat to our independence. Therefore, we request that management inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

Neither party shall, during the term of this engagement letter and for one (1) year after its termination, solicit for hire as an employee, consultant or otherwise any of the other party's personnel without such other party's express written consent. If the City desires to offer employment to a Rehmann associate and the associate is hired in any capacity by the City, a market-driven compensation placement fee may apply.

ADDITIONAL FEES AND BILLING POLICIES - It must be understood that the nature of our engagement requires us to exercise our independent professional judgment with respect to various auditing, accounting and related issues. In reaching our conclusions, we must retain the right to judge the nature and scope of the work required in order to conform to professional standards, as well as the work we deem necessary to enable us to reach the conclusions and form the opinions required of us. If our judgment as to the scope of the work required causes us to reassess our estimate of fees for this engagement, we will so advise the City. We reserve the right to refrain from performing additional work (and thereby incurring additional time charges) unless and until the City has confirmed its understanding of, and agreement to, any additional estimated charges.

Our fee estimate is based upon our discussions with management, in which management has disclosed no unusual problems or issues which would require us to conduct an audit of unusual scope or otherwise expend time and effort in excess of that normally anticipated in an engagement of this type. The estimate also assumes that we will have the full cooperation of City personnel, as required, and that there is a reasonable continuity of City personnel familiar with the matters to which our engagement relates. In addition, our fee is based on the experience level of our personnel, at their respective standard hourly rates, performing certain audit procedures at certain timeframes. If we are caused to vary from that planning formula, additional fees will need to be charged to allow for more experienced personnel performing the work, reallocation of our client priority, overtime, etc. Further, management will provide us with the schedules and records that we request (which ordinarily are detailed in a request list in advance of our fieldwork) and that all such schedules and records will be provided to us timely in accordance with the scheduled fieldwork dates, to be mutually agreed upon. If the requested schedules and records are not provided to us in accordance with the scheduled dates and we are unable to continue our work, we will attempt to resume our work as soon as the schedules and records are provided to us and our professionals assigned to the engagement again become available.

As a result of well-publicized events, global economic convergence, and the continued evolution of the accounting profession, accounting and auditing standard setters and regulators are continually evaluating the need for changes that may affect the City. Such changes may result in changes in financial reporting and expanding the nature, timing and scope of activities we are required to perform to provide the services discussed in this letter. Proposed changes and shortened deadlines could result in a reduction of the level of assistance and preparedness the City is able to provide. We expect that our clients may continue to look to us to assist them with these changes. To the extent any changes require us to increase the time required to provide the services described in this letter or to complete new tasks required by such changes, we reserve the right to adjust our fees appropriately. We will endeavor to advise the City of anticipated changes to our fees on a timely basis.

In accordance with our Firm policies, work may be suspended if the City's account becomes 30 days or more overdue and will not be resumed until the account is paid in full or we have a definitive payment agreement approved by our Firm administrator in Saginaw, Michigan. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. The City will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Rehmann Audit Engagement Letter Terms and Conditions

Our terms and conditions impose a late charge of 1.5% per month, which is an annual percentage rate of 18%. Balances not paid within 30 days of the receipt of invoice are past due and a late charge of 1.5% will be applied to the entire past due amount.

Rehmann charges a 3% convenience fee on credit card payments.

CLAIMS - Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, the City agrees that, notwithstanding the statute of limitations of any particular State or U.S. Territory, any claim based on the audit engagement must be filed within 12 months after performance of our service, unless management has previously provided us with a written notice of a specific defect in our services that forms the basis of the claim.

TERMINATION OF SERVICES - We reserve the right to suspend or terminate services for reasonable cause such as failure to pay our invoices on a timely basis or failure to provide adequate information in response to our inquiries necessary for successful performance of our audit services. Our engagement will be deemed to be completed upon written notification of termination, even if we have not completed the audit and issued our signed auditors' report. The City is obligated to compensate us for the time expended to that point and to reimburse us for all out-of-pocket expenditures through the date of termination.

We acknowledge the City's right to terminate our services at any time, and the City acknowledges our right to withdraw at any time, including, but not limited to, for example, instances where, in our judgment, (a) the conditions in the first paragraph of the Audit Objectives section of this letter exist, (b) our independence has been impaired, (c) we can no longer rely on the integrity of management, (d) management (or the Audit Committee, if applicable) fails to reasonably support our efforts to perform the engagement in accordance with what we believe is necessary to comply with professional standards, or (e) a lack of professionalism exhibited by management appears to demonstrate a lack of respect for our personnel such as that evidenced in inappropriate or threatening language/emails, subject in either case to our right to payment for charges incurred to the date of termination or our resignation.

In the event that we determine to resign, and the City seeks damages allegedly resulting from such resignation, our maximum liability to the City in the event we are held liable because of such resignation shall be limited to the fees actually paid to us for current year audit work performed up to the date of resignation.

INITIAL ISSUANCE OF OUR AUDIT REPORT ON FINANCIAL STATEMENTS - If the City intends to publish or otherwise reproduce our audit report on the financial statements and/or make reference to our Firm name, such as for inclusion in an annual report (such as, for example, in a CAFR), prospectus, official statement, or similar disclosure document, including incorporation by reference thereto, the City agrees to provide us with a copy of the final reproduced document for our review and approval before it is distributed, circulated or submitted. Additional fees for issuance or inclusion of our audit report and/or any other reference to our Firm in such other document, will be based on our standard hourly rates.

With regard to electronic dissemination of audited financial statements, including financial statements published electronically on the City's Internet Web site, the City understands that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

SUBSEQUENT REPRODUCTION OF OUR AUDIT REPORT ON FINANCIAL STATEMENTS - If the City decides to include, publish or otherwise reproduce our audit report on the financial statements at a date subsequent to our original report issuance, such as for inclusion in a Preliminary or Official Statement, an exempt offering in connection with a sale of bonds or notes, or other securities, or in a similar exempt offering or other disclosure document such as a prospectus, official statement, etc. (hereinafter referred to as the "document"), our Firm is presumed not to be associated with such document, and we have no obligation to perform

any procedures with respect to such document. In these circumstances, the City agrees to include in such document a statement that Rehmann has not been engaged to perform and has not performed, since the date of our audit report being reproduced, any procedures on the financial statements contained in such document or on any unaudited financial or other information contained in the document, or on the document itself. If, however, management or the City's agent (such as an underwriter, bond counsel, placement agent, financial advisor, broker-dealer, etc.) requests our involvement, thereby causing us to be engaged to or otherwise prepare a written acknowledgement (sometimes referred to as a "consent" or "agree to include") letter prior to including our audit report in such a document, or requests or engages us to assist in preparing or reviewing financial or other information contained in such document, or participate in related oral due diligence meetings or offering discussions, our Firm then becomes associated with the document. In this event, in accordance with professional standards, we will be required to perform certain subsequent events-based or other limited procedures with respect to this or other unaudited information contained in the document shortly before the initial and any subsequent distribution, circulation, or submission. Fees for reissuance or inclusion of our audit report in such a document will be based on our standard hourly rates. If the City wishes to make reference in such a document to our Firm's role in connection with the purpose and dissemination of the document, the caption "Independent Auditors" may be used to title or label that section of the document. In accordance with professional standards, the caption "Experts" should not be used, nor should our Firm be referred to as "Experts" anywhere in the document.

INFORMAL ADVICE - As part of our engagement we may provide advice on operating, internal control over financial reporting and other matters that come to our attention. Informal advice is not considered to be a consulting service unless we have entered into a separate engagement.

THIRD PARTY PROCEEDINGS - As a result of our prior or future services to the City, we might be requested or subpoenaed to provide information or documents to management, a court, a trier of fact, or a third party in a legal, investigative, administrative, mediation, or arbitration or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be billable to the City as a separate engagement. We shall be entitled to compensation for our time at our standard or special hourly rates and reasonable reimbursement for our expenses (including our legal fees) in complying with this request. For all such requests, we will observe the confidentiality requirements of our profession and will notify management promptly of the request. This paragraph will survive the termination of this agreement for any reason, and will be binding upon successors to the City.

PEER REVIEW - Our Firm, as well as other major accounting firms, participates in a "peer review" program covering our audit and accounting practices. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for the City may be selected by the other firm for their review. If it is, the other firm is bound by professional standards to keep all information confidential. If management objects to having the work we perform for the City reviewed by our peer reviewer, please notify us in writing.

PROMOTIONAL MATERIALS - The City consents to Rehmann's use of your City name and a factual description of the services to be performed by Rehmann under this agreement in Rehmann's advertising and promotional materials and other proposal opportunities.

MEDIATION - If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to binding arbitration or litigation. Costs of any mediation proceeding shall be shared equally by all parties.

GOVERNING LAW - This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to the principles of conflicts of law thereof.

Rehmann

EXAMPLE CHANGE ORDER

Client: *City of Troy* (the "City")

Date:

Project Description (and estimated completion date, if appropriate):

Estimated Additional Fees: \$ _____

We believe it is our responsibility to exceed the City's expectations. This Change Order is being prepared because performance by us of the above project and/or additional service efforts was not anticipated in our original Agreement dated _____. The estimated fees for the above project have been mutually agreed upon by the City and Rehmann. It is our goal to ensure that the City is never surprised by the price for any Rehmann service and, therefore, we have adopted the Change Order Policy. The estimated additional amount above is due and payable upon completion of the project described.

If management agrees with the above project description and the estimated fee amount, please authorize and date the Change Order below. A copy is enclosed for the City's records. Thank you for letting us serve the City.

Agreed to and accepted:

Officer Signature

Printed Name

Title

Date

City of Troy
07724

Rehmann

E-Billing Enrollment/Confirmation

Timely and easy-to-access invoices and statements will now be emailed to you. Please provide your contact information below to start taking advantage of electronic invoicing and statements.

Primary Billing Contact: _____

Billing Phone Number: _____

Email Address: _____

Comments:

If you are already taking advantage of e-Billing, we will confirm this information in our systems. Additionally, the billing contact will receive information on e-Payment options to simplify your accounts payable process.



CliftonLarsonAllen LLP
CLAconnect.com

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

September 15, 2020

To the Principals of Rehmann Robson LLC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Rehmann Robson LLC (the Firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review.

Required Selections and Considerations

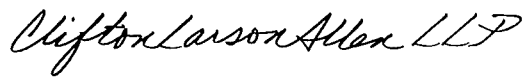
Engagements selected for review included engagements performed under *Government Auditing Standards* (including compliance audits under the Single Audit Act), audits of employee benefit plans, an audit performed under the Federal Deposit Insurance Corporation Improvement Act (FDICIA), and an examination of a service organization (SOC 1 engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

To the Principals of Rehmann Robson LLC
and the National Peer Review Committee
Page 2

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Rehmann Robson LLC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2020, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Rehmann Robson LLC has received a peer review rating of *pass*.

A handwritten signature in black ink that reads "CliftonLarsonAllen LLP". The signature is written in a cursive, flowing style.

CliftonLarsonAllen LLP



memorandum

Date: April 9, 2020

To: Bill Huotari, PE

From: Sara Merrill, PE, PTOE & Stephen Dearing, PE, PTOE

Re: Trip Generation & Traffic Impact Assessment
General Information

Nearly all developments, whether new or redevelopment, result in some impacts to the adjacent transportation network. In suburban vehicle-centric areas like the City of Troy, most often new developments lead to an increase in vehicular trips.

For residential developments, these are typically “new trips”, constituting new points of origin / destination. For other types of development, such as a gas station, most vehicular trips are the result of existing traffic driving directly by and stopping (“pass-by trips”), or nearby traffic rerouting (“diverted trips”) slightly from their primary destination. In the gas station example, the development is not generally in itself a destination, but rather an intermediate stop. Traffic generated by a development can consist of combinations of new, pass-by, and/or diverted trips, depending on the land use.

- Pass-by trips do not result increased traffic volumes, and the impacts of these trips are typically limited to the site driveway.
- Diverted traffic involves vehicles that alter routes (turning off one road to another) specifically to reach a development. This adds traffic to some roads, but may remove it from others, resulting in changes to traffic patterns.
- New trips are those trips generated with the specific purpose of visiting the site. New trips increase traffic volumes on all roadways associated with the trips.

Traffic impact analysis provides a means to objectively evaluate the traffic impacts of a development. In the City of Troy, a traffic impact analysis may be requested to evaluate a variety of potential concerns, such as trip generation, traffic flow, impacts on adjacent roads or intersections, parking, and traffic safety – as well as potential ways to mitigate the traffic impacts of development. The ultimate goal of a traffic impact analysis is to provide sufficient information to inform the City in its planning decisions.

Developments that create primarily new trips are often the most scrutinized, as the public readily associates more traffic with more delays, particularly on already congested roadways. Recent scrutiny in Troy has heavily focused on new residential developments, with a combination of astute observations and anecdotal experiences leading to questions on how trip generation estimates are derived (and indirectly, the validity of these values), and the extent to which site-generated traffic will result in additional traffic delays and congestion, contribute to traffic crashes, or other traffic-safety concerns.

The following sections offer additional information to address many of the common questions surrounding these issues.



Estimating Trip Generation for Residential Developments

The Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition, provides trip generation rates for numerous land uses, based on data collected from thousands of study sites throughout the United States and Canada. Generally, the study sites were in suburban areas and so reflect the anticipated trips for communities like Troy. These rates can then be used to estimate the number of vehicle trips generated by a development.

For residential housing, traffic impacts are usually most noticeable during the peak hour of adjacent street traffic – that is, during morning and evening “rush hour”, when traffic on the roads is most congested. In most areas, the morning (AM) peak is a one hour period that occurs between 7 am – 9 am, and the evening (PM) peak is a one hour period usually between 4 pm – 6 pm.

Most residential developments in Troy can be categorized into one of three ITE Land Use classifications.

- Single-Family Detached Housing
- Multi-Family Housing (Low-Rise)
- Multi-Family Housing (Mid-Rise)

The ITE Trip Generation Manual states that Multi-Family housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units. Multi-Family housing that consists of only one or two levels is classified as Low-Rise, while those with between three and 10 levels is considered Mid-Rise. One source of ambiguity involves residential developments of row houses, also known as townhouses. They are multi-story units for single family occupancy that share common walls between the units, e.g. are not detached units. These are generally considered low-rise even if they have three stories, as the lowest level is often wholly or in part a garage for vehicles.

Below is a table showing trip generation estimates for a theoretical 3.5-acre residential development. This table is intended for illustrative purposes only and does not correspond with a specific project. The actual number of dwelling units that can be accommodated on a particular site will vary based on individual site conditions and zoning requirements for setbacks, parking, etc.

Table 1: Example of Trip Generation Comparison for 3.5-acre Residential Development

Number of Dwelling Units	ITE Land Use Classification	Number of Site-Generated Trips								
		AM Peak Hour			PM Peak Hour			Daily		
		In	Out	Total	In	Out	Total	In	Out	Total
100	Multi-Family (Mid-Rise)	9	27	36	27	17	44	272	272	544
100	Multi-Family (Low-Rise)	11	37	48	37	22	59	358	358	716
20	Single-Family Detached	5	14	19	14	8	22	119	119	238

As the table above shows, higher density housing results in fewer vehicle trips for the same number of dwelling units. Single-family Detached housing generates significantly more trips per dwelling unit than multi-family housing. Low-Rise Multi-Family generates more trips per dwelling unit than Mid-Rise Multi-Family developments.



Here are answers to a few commonly asked questions related to trip generation:

1. Why are there different rates for Single Family & Multi-Family Residential?

This is a complicated question, with many contributing factors.

- Multi-family dwellings share more services (lawn maintenance, snow removal, exterior building maintenance & repairs), whereas each family in detached dwellings more commonly hire their own. A large multi-family development may be serviced by one full-service lawn company once a week, compared to a traditional residential subdivision that may have several different lawn services (mowing, landscaping, weed & pesticide applications) each servicing a handful of homes weekly. This same concept applies for many other facilities maintenance items as well – plumbing, roofing, painting, window cleaning or replacements, general household repairs, etc.
- Detached single-family homes have more instances of multi-generational households and families with children. This often means more cars per household.

The residential land use categories included data from a wide variety of units with different sizes, price ranges, locations, and ages. Consequently, there was a wide variation in trips generated within these categories. Other factors, such as geographic location and type of adjacent and nearby development, may also have had an effect on the site trip generation.

2. How does a lack of public transit affect these rates?

The underlying ITE Trip Generation data was collected primarily at suburban locations with little to no transit service and either lacking pedestrian amenities or only having rudimentary ones. Therefore, the values shown are the “base” condition, without transit. Where there is sufficient supplemental data, ITE also provides trip generation rates for dense urban and city-core location settings. In a walkable dense urban area with robust public transit, the number of trips generated by residential units is significantly less, regardless if single family detached or multi-family styles of housing.

3. Does the number of bedrooms matter? Does a switch from studio to 1-bedroom units affect traffic?

As most multi-family properties have a mix of studio and one bedroom units, it is very difficult to tease out the variation in trips based on this factor. While it is expected that the number of bedrooms and number of residents are likely correlated to the number of trips generated by a residential site, most of the studies included in this land use did not indicate the total number of bedrooms.

4. How does owner-occupied vs. rental affect the number of trips?

An investigation of vehicle trip data found no clear differences in trip making patterns between the rental and owner-occupied sites within the ITE database.

5. Does the lack of other transportation options affect the traffic numbers?

None of the recent trip generation studies submitted for inclusion in the ITE database have clear information regarding non-traditional vehicle trips using services such as Uber or Lyft. There is no consensus on the impacts that autonomous vehicles will have on the future of transportation, though many believe that the overall number of trips will increase while the number of needed parking stalls will decrease.

6. What is considered more important, the absolute number of new trips or the ‘context’ of where the new trips are occurring?

This actually gets to two key questions: what should the threshold be for requiring something more than a simple calculation of trip generation, and when is more traffic too much traffic? Both these facets are interrelated, and the answers to both are “it depends”.



Generally, the City of Troy would start with considering the anticipated number of trips a development may generate. It recognizes that there are times when a full analysis of the impacts to capacity at one or more key intersections is required. As the City of Troy does not have a formal policy that directly addresses the issue of what the threshold should be, it relies on the professional judgment of its staff and their consultants. Many communities in southeast Michigan use somewhere between 50 to 100 new peak hour trips or 750 trips or more per day as the trip wire for requiring a full capacity analysis. Larger cities tend toward the higher value and smaller cities and villages tend to the lower value. And somewhere in the 50 to 100 trips in the peak hour is about where Troy tends to fall. But we also look at the context. For example, if a proposed development is directly located on a major mile road, one with average daily traffic (ADT) in the range of 35,000 or more a day, adding 75 new trips in the peak hour is only about 3 percent or less of what that roadway is currently carrying. Daily fluctuations are generally more than that ($\pm 5\%$ are common), so the new trips would be unnoticed in the already heavy flows. On the other hand, the same size development on a corridor with only 15,000 ADT should certainly be required to do an in-depth study.

As for the question of when is more traffic too much traffic, again the City of Troy does not have a formal policy regarding this question. But in this case, the decision makers are not city staff. Rather, that is a decision to be considered by the Planning Commission and City Council. There is an equity issue of whether to penalize the 'last one in' when other property owners in an otherwise fully-developed corridor were approved for plans with comparable density, which is best dealt with on a policy level by community leaders.

**CITY CLERK
CITY OF TROY
500 W. BIG BEAVER ROAD
TROY, MI 48084**

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
DTE ELECTRIC COMPANY
CASE NO. U-21089**

- DTE Electric Company requests the Michigan Public Service Commission for an administrative determination regarding the proper classification of certain facilities and to submit findings to the Federal Energy Regulatory Commission.
- The information below describes how a person may participate in this case.
- You may call or write DTE Electric Company, One Energy Plaza, 570 SB, Detroit, MI 48226, (800) 477-4747 for a free copy of its application. Any person may review the documents at the offices of DTE Electric Company.
- A pre-hearing will be held:

DATE/TIME: Wednesday, July 7, 2021 at 9:00 AM

BEFORE: Administrative Law Judge Martin Snider

LOCATION: Video/Teleconferencing

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8090, or by email at mpscedockets@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Electric Company's May 28, 2021 application for an administrative determination regarding the proper classification of a 120kV single-circuit radial line and associated equipment ("Croswell Interconnection"), running approximately 7.5 miles from an existing International Transmission Company, LLC, dba ITC Transmission "ITCT" substation to a proposed new substation to be built by the City of Croswell, Michigan "Croswell" as distribution under the Federal Energy Regulatory Commission's "FERC" seven-factor test for classifying a facility as transmission or distribution. The