



CITY COUNCIL

REGULAR MEETING

AGENDA

JULY 26, 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)

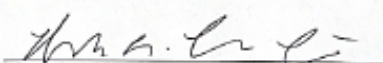
2. Any City Council member may detail a suspected violation of this Code of Ethics by another City Council member, and forward this to the Troy City Council for action. The accused City Councilmember shall have an opportunity to respond to the allegations. If after considering all of the information, 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

July 26, 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: 1

PLEDGE OF ALLEGIANCE: 1

A. CALL TO ORDER: 1

B. ROLL CALL: 1

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS: 1

C-1 Proclamation Celebrating Star Scout Parker Mills Recipient of the Boy Scouts of America Heroism Honor Award *(Presented by: Mayor Ethan Baker)* 1

C-2 Proclamation to Celebrate National Disability Independence Day – July 26, 2021 *(Presented by: Mayor Ethan Baker)* 1

D. CARRYOVER ITEMS: 1

D-1 No Carryover Items 1

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E-1 No Public Hearings 1

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INVOCATION:**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 #2021-07-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____ at the Regular City Council Meeting of July 26, 2021, due to _____.

Yes:

No:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 Proclamation Celebrating Star Scout Parker Mills Recipient of the Boy Scouts of America Heroism Honor Award (*Presented by: Mayor Ethan Baker*)

C-2 Proclamation to Celebrate National Disability Independence Day – July 26, 2021 (*Presented by: Mayor Ethan Baker*)

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

E-1 No Public Hearings

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 – Parks & Recreation Board, Traffic Committee

a) Mayoral Nominations:

Suggested Resolution

Resolution #2021-07-

Moved by

Seconded by

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

Brownfield Redevelopment Authority

Appointed by Mayor

6 Regular Members

3 Year Term

Current Members:

Last Name	First Name	App/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	6/28/2023	9/30/2021	In District	
Reschke	Ernest	10/4/2020	9/30/2022	At Large	
Schroeder	Douglas	9/10/2020	9/30/2022	At Large	
Stone	David	3/11/2023	9/30/2023	In District	
Tomcsik-Husak	Tara	9/22/2022	3/30/2024	In District	

Vacancy			9/30/2022	At Large	Ward Randol Jr. resigned 2/1/2021
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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	9/10/2020	10/30/2022	

Liu	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

Term Expires: 7/31/2022**Student**

Term currently held by: Allison Liu – Graduates 2022

Term Expires: 7/31/2022**Student**

Term currently held by: Arjun Tholakapalli – Graduates 2021

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 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	David Shield's term exp 6/30/2016 - No Reappointment
Vacancy			6/30/2024	Resident Member	John Sharp's unexpired term
Vacancy			6/30/2023	Resident Member	Nickolas Vitale resigned 7/17/2021

Nominations to the Local Development Finance Authority (LDFA):

**Unexpired Term Expiring:
6/30/2023**

Resident Member

Term currently held by: Vacant – P. Hoef resigned 4/27/2021

**Unexpired Term Expiring:
6/30/2023**

Resident Member

Term currently held by: Vacant – N. Vitale resigned 7/17/2021

**Unexpired Term Expiring:
6/30/2024**

Resident Member

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

**Unexpired Term Expiring:
6/30/2024****Resident Member**

Term currently held by: Vacant – J. Sharp resigned 11/1/2019

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:**Suggested Resolution**

Resolution #2021-07-

Moved by

Seconded by

Parks and Recreation Board

Appointed by Council

7 Regular Members and 1 Troy School Board of Education Representative

Regular Member: 3 Year Term / Troy School Board Member: 1 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 3
Brady	Pamela	10/4/2020	9/30/2022		
Brady	Michael	10/4/2020	9/30/2021		
Colussi	Casey	8/20/2022	9/30/2023		
Franklin	Kristin	8/8/2021	9/30/2022		
Fulcher	Timothy	7/2/2023	7/31/2021	Troy School Board of Education Rep	Requests Reappointment
Goul	Brian		12/31/2099		
Martin	Kelly	7/11/2021	9/30/2023		

Sahu	Akshitha	9/28/2022	7/31/2021	Student	Graduates 2023
Shepherd	John	7/19/2023	9/30/2021		
Thattai	Govindrajan	4/15/2023	9/30/2022		

Nominations to the Parks and Recreation Board:**Term Expires: 7/31/2022****Troy School Board
of Education Rep**

Term currently held by: Timothy Fulcher

Term Expires: 7/31/2022**Student**

Term currently held by: Akshitha Sahu - Graduates 2023

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Liu	Allison	10/1/2022	Student – Graduates 2022
Sahu	Akshitha	9/28/2022	Student – Graduates 2023

Traffic Committee

Appointed by Council
7 Regular Members
3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 2
Huotari	William		12/31/2099	Ex-Officio Member	
Kilmer	Richard	1/9/2019	1/31/2023		
Nastasi	Frank		12/31/2099	Ex-Officio Member	
Nurak	Cindy	1/16/2021	1/31/2022		
Petrulis	Al	12/16/2021	1/31/2023		ACAB exp 9/30/2021; HDC exp 3/1/2023
Riesterer	R. Chuck		12/31/2099	Ex-Officio Member	
Shende	Alankar	7/18/2021	7/31/2021	Student	Graduates 2021
Sivaraman	Sunil	12/22/2020	1/31/2022		
Swaminathan	Abi	3/6/2022	1/31/2024		
Wilsher	Cynthia	1/18/2020	1/31/2024		
Ziegenfelder	Peter	12/4/2021	1/31/2023		

Nominations to the Traffic Committee:**Term Expires: 7/31/2022**

Term currently held by: Alankar Shende - Graduates 2021

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Sahu	Akshitha	9/28/2022	Student – Graduates 2023

Yes:

No:

I-3 Request for Closed SessionSuggested Resolution

Resolution #2021-07-

Moved by

Seconded by

BE IT RESOLVED, That Troy City Council **SHALL MEET** in Closed Session, as permitted by MCL 15.268 (h)- MCL 15.243 (1)(u) and (y) and MCL 15.268 (e)- *Tollbrook v. City of Troy*, *Tollbrook West v. City of Troy*.

Yes:

No:

**I-4 Bid Waiver – Heating, Ventilation and Air Conditioning Equipment and Parts
(Introduced by: Dennis Trantham, Facilities and Grounds Operations Manager)**Suggested Resolution

Resolution #2021-07-

Moved by

Seconded by

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **APPROVES** an ongoing contract for the purchase of HVAC Equipment and Parts directly from the manufacturer, *Lennox Industries of Troy, MI*; not to exceed budgetary limitations.

Yes:

No:

I-5 City Council Rules of Procedure (Introduced by: M. Aileen Dickson, City Clerk)Suggested Resolution

Resolution #2021-07-

Moved by

Seconded by

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

Yes:

No:

I-6 Contract Ratification – American Federation of State County and Municipal Employees (Introduced by: Mark F. Miller, City Manager)

Suggested Resolution

Resolution #2021-07-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **RATIFIES** the collective bargaining agreement between the City of Troy and the American Federation of State County and Municipal Employees (AFSCME) for the period July 1, 2021 through June 30, 2025, 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:

J. CONSENT AGENDA:

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

Suggested Resolution

Resolution #2021-07-

Moved by

Seconded by

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

Yes:

No:

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

J-2 Approval of City Council Minutes

Suggested Resolution

Resolution #2021-07-

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

- a) City Council Minutes-Draft – July 12, 2021

J-3 Proposed City of Troy Proclamations:

Suggested Resolution

Resolution #2021-07-

- a) Proclamation Celebrating Carter Koenigsknecht Second Place Winner in the National Kids Idea Tank Competition

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 4: Sourcewell Purchasing Cooperative – Kubota RTV and Related Accessories**

Suggested Resolution

Resolution #2021-07-

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract for the purchase of two (2) Kubota RTV-X1100CWL with related accessories to *Flint New Holland of Burton, MI*, based on the Sourcewell Purchasing Contract #122220 for an estimated total cost of \$66,161.10; not to exceed budgetary limitations.

- b) **Standard Purchasing Resolution 4: OMNIA Partners Purchasing Cooperative – Closed Circuit Monitoring Equipment and Installation at Troy Family Aquatic Center**

Suggested Resolution

Resolution #2021-07-

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to furnish and install upgrades and additional devices to the closed-circuit monitoring equipment at the Troy Family Aquatic Center to *Wadsworth Solutions of Southgate, MI* based on the OMNIA Partners Purchasing Cooperative Contract #R170504 for an estimated total of \$87,520; not to exceed budgetary limitations of \$95,000.

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

J-5 Request for Recognition as a Nonprofit Organization from Southeastern Michigan Chapter, National Electrical Contractors Association, Inc. (NECA) Education & Research Foundation

Suggested Resolution

Resolution #2021-07-

RESOLVED, That Troy City Council hereby **APPROVES** the request from the Southeastern Michigan Chapter, National Electrical Contractors Association, Inc. (NECA) Education &

Research Foundation, asking that they be recognized as a nonprofit organization operating in the community for the purpose of obtaining a charitable gaming license as recommended by City Management.

J-6 Request for Acceptance of Two Permanent Easements from Troy Westington, LLC, Sidwell #88-20-21-101-004 and -008

Suggested Resolution
Resolution #2021-07-

RESOLVED, That Troy City Council **ACCEPTS** two permanent easements for sanitary sewers and water mains from Troy Westington, LLC, owner of the properties having Sidwell #88-20-21-101-004 and -008.

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-7 Request for Acceptance of Four Permanent Easements from Bismack Designs, Inc., Sidwell #88-20-09-427-039 and -040

Suggested Resolution
Resolution #2021-07-

RESOLVED, That Troy City Council hereby **ACCEPTS** four permanent easements for sidewalks, storm sewers and surface drainage from Bismack Designs, Inc., owner of the properties having Sidwell #88-20-09-427-039 and -040.

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-8 Safet “Sam” Stafa v. City of Troy

Suggested Resolution
Resolution #2021-07-

RESOLVED, That the City Attorney is hereby **AUTHORIZED** and **DIRECTED** to represent the City of Troy in any and all claims and damages in the matter of *Safet “Sam” Stafa v Troy* (Case No. 2021-189046-AW).

BE IT FURTHER RESOLVED, That the City Attorney is also **AUTHORIZED** to pay necessary costs and fees in the defense of the action.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings: None Submitted

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

L. 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

M-2 Department Reports:

- a) Troy Racquet Club Annual Report
- b) Capital Project Update – Fiscal Year 2022
- c) I-75 Sound Barriers
- d) City Clerk Aileen Dickson Named Democracy Fellow – National Conference on Citizenship
- e) Final Report – Oakland County Restaurant Relief Program

M-3 Letters of Appreciation:

- a) From Mark Bosler Regarding City Sewer System Maintenance

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

N. COUNCIL COMMENTS:

N-1 No Council Comments

O. CLOSED SESSION

O-1 Closed Session

P. ADJOURNMENT:

Respectfully submitted,



Mark F. Miller
City Manager

2021 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

November 13, 2021 Special (Strategic Planning)

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 CELEBRATING
STAR SCOUT PARKER MILLS
RECIPIENT OF THE BOY SCOUTS OF AMERICA HEROISM HONOR AWARD**

WHEREAS, **Parker Mills** of Boy Scout Troop 1707 was awarded a **BSA Heroism Honor Medal**. This is awarded for demonstrating heroism and skill in saving lives with great risk to self. The BSA National Court of Honor awards approximately 30 such awards each year across the country; and

WHEREAS, On Sunday, June 21, 2020, the Parker family and some friends signed up for a two-hour trip down the Sturgeon River. Some were in tubes, others in kayaks, and the Parker family (Mom Julie, son Parker, daughter Kennedy, cousins Caleb and Owen) opted for a five-man inflatable raft which was advertised as the easiest and safest option. They were instructed that there were a few obstacles, but that the ride was very easy and fun, and that the raft was very stable and easy to control. Everyone was properly fitted with life vests and sent off down the river; and

WHEREAS, Everyone was having fun when they spotted a tree that was right over a whirlpool. While trying to avoid the tree, they got pulled right into it. Parker and Owen were able to slide under it, but Kennedy got stuck and Parker helped her get under it before she was crushed. Julie and Caleb were stuck in the back of the raft that was being pushed against the tree by the current at a super high strength. Parker took only a second to think then told them that they should bail out of the boat before they got crushed. Caleb bailed out to the left, got under the tree but the whirlpool sucked him under the boat. Julie bailed to the right which was right inside the middle of the whirlpool and under the short end of the tree; and

WHEREAS, When this happened Parker assessed the condition of both people in the water and the other two in the raft. Parker knew that his Mom and Caleb were underwater - Caleb pounding the bottom of the raft and Julie in very deep water where the current was pushing her deeper into the river. Parker decided it was safe, jumped into the deep river and felt around for Caleb. When he saw him under the raft, Parker grabbed his life jacket, pulled him out from under the raft and pushed him downstream toward the shore; and

WHEREAS, Parker then rushed to climb back onto the raft to check on his Mom who had been underwater for a really long time. He saw her hands come up and he guided them towards the tree branch and the metal tie on the boat so that she could pull herself up. She was very weak so Parker helped pull her up and together they moved towards the base of the tree. Parker worked to calm everyone down as he made plans to get the raft free and the family back to shore;

NOW, THEREFORE, BE IT RESOLVED, That the Mayor and City Council of the City of Troy hereby applaud and commend **Parker Mills** for his courageous actions to save his family from drowning on a rafting trip; and

BE IT FURTHER RESOLVED, That the Mayor and City Council of the City of Troy invite all residents to recognize and celebrate the heroism of **Parker Mills**. You are to be commended for staying calm, making quick decisions, taking charge of a life-threatening situation, minimizing the stress of your family members, and saving your family without thought for your own safety.

Presented this 26th Day of July 2021

**PROCLAMATION TO CELEBRATE
NATIONAL DISABILITY INDEPENDENCE DAY
JULY 26, 2021**

WHEREAS, National Disability Independence Day commemorates the signing of the Americans with Disabilities Act (ADA) on July 26, 1990. The ADA provides protection from employment discrimination as well as better access to goods, services, and communications for people with disabilities; and

WHEREAS, The day not only celebrates the anniversary of the ADA but it also serves several other purposes. The law first broke down barriers that individuals with disabilities faced every day. It also marked a timeline of change that soon developed. Over time, common barriers such as narrow doors and small bathroom stalls became accessible to wheelchairs. Other examples include braille signs and crosswalks for the vision impaired. The changes improved mobility and safety; and

WHEREAS, Beyond structural changes, the Americans with Disabilities Act motivated designers to enhanced technology. Often, physical limitations restrict a person's ability to access legal or health information. New assistive technologies make it possible to obtain the necessary information; and

WHEREAS, As accessibility improves, the world continues to change in other ways. Many of today's brick and mortar businesses are ADA compliant. However, as more and more businesses switch to online versions, their websites need to meet the needs to be accessible, too. With each advancement in technology, designers need to incorporate multifunctional approaches to fit every ability; and

WHEREAS, We encourage all employers or designers to consider how accessible your business is to people with disabilities. The ADA empowers people with disabilities to stand up for their rights and to give shout outs to accessible businesses and organizations. Everyone is encouraged to use #DisabilityIndependenceDay and share on social media;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Troy hereby recognizes **July 26, 2021 as National Disability Independence Day**, the anniversary of the Americans with Disabilities Act that passed in 1990; and

BE IT FURTHER RESOLVED, That the City Council of the City of Troy calls upon our citizens, public and private institutions, businesses, and schools to affirm the principals of equality and inclusion for persons with disabilities; to celebrate the freedom the ADA inspires with forward-thinking design and technology; and to bring forth the promise of hope and freedom that is envisioned by the passage of the ADA.

Presented this 26th day of July 2021.



500 West Big Beaver
Troy, MI 48084
troymi.gov

I-04

CITY COUNCIL AGENDA ITEM

Date: July 20, 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
Emily Frontera, Purchasing Manager

Subject: Bid Waiver – Heating, Ventilation and Air Conditioning Equipment and Parts

History

The Facilities Division of the Department of Public Works is responsible for the maintenance and repair of the Heating, Ventilation, and Air Conditioning (HVAC) at all municipal facilities. The majority of the HVAC equipment used, is the Lennox brand. Lennox has proven to be reliable and competitively priced to comparable brands. In addition to the reliability, the continued standardization of equipment allows for more efficient maintenance by reducing the amount of different manufacturer's parts in inventory. This becomes particularly important as we replace units scheduled in the current Capital Plan and future plans. For several years the City of Troy has been a direct distributor of Lennox equipment, which allows the city to purchase directly from Lennox Industries and avoids the additional costs associated with mechanical contractor and local distributor markup. The Facilities Division makes every effort to install these types of units with current qualified Facilities Staff members.

Purchasing

- Scheduled Capital Projects to replace HVAC equipment in the current and future years dictates the need to purchase replacement HVAC units and parts on an as needed basis.
- Standardizing HVAC equipment to a single brand will streamline staff training, and reduce repair part inventories and maintenance issues.
- Lennox Industries has authorized the City of Troy to purchase directly and receive distributor discounted pricing for its equipment and replacement parts.
- It is not possible to secure competitive bids because Lennox Industries is the sole source manufacturer for Lennox brand HVAC equipment and parts. By purchasing directly from the manufacturer, the City is receiving a greater discount than through distribution.
- A bid waiver is requested to purchase Lennox HVAC equipment and the associated parts from Lennox Industries on an ongoing basis, not to exceed budgetary limitations.

Financial

Funds for the purchase of HVAC Equipment are budgeted and available in the respective facility Capital Fund accounts and will be presented to City Council for approval as individual expenditures.



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

Recommendation

City Management recommends that the bid process be waived and an ongoing contract be established with *Lennox Industries of Troy, MI* for the purchase of Lennox HVAC equipment and associated parts not to exceed budget limitations.



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Troy, MI 48084
troymi.gov

I-05

CITY COUNCIL AGENDA ITEM

Date: July 20, 2021

To: Mark F. Miller, City Manager

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

Subject: City Council Rules of Procedure
(Introduced by: M. Aileen Dickson, City Clerk)

History

City Council recently amended its Rules of Procedure on May 10, 2021 (Resolution #2020-05-061) including changes to rules regarding how members of the public may address an electronic meeting of the City Council. City Council has been meeting in-person since May 24, 2021. Most of the Michigan Department of Health and Human Services (MDHHS) Emergency Orders related to the COVID-19 pandemic were rescinded effective June 22, 2021. City Council may now want to reconsider how members of the public may address a meeting of the City Council.

These proposed changes would not affect the ability for members of City Council or City Administration to participate remotely during City Council meetings. Other City boards and committees have the option to follow suit by eliminating the hybrid public comment options from their meetings.



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

Adopted: ~~May 10, 2021~~

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1. APPOINTMENT OF MAYOR PRO TEM:

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

2. CODE OF ETHICS:

a) CITY COUNCIL CODE OF ETHICS:

In November of each year, City Council shall thoroughly review its Code of Ethics at a City Council meeting, and thoughtfully consider and discuss its effectiveness and/or the need for any revisions. In November of each year, all City Council members shall agree to abide by the approved City Council Code of Ethics, and shall evidence this agreement by affixing their signature to a written copy of the Code of Ethics at the earliest opportunity, and providing an executed copy to the City Clerk. The Council Code of Ethics shall be prominently placed on the City's website and shall also be included in each City Council agenda meeting packet. City Council members shall hold themselves to the highest level of integrity.

b) BOARD AND COMMITTEE CODE OF ETHICS:

City Council shall review and revisit the Board and Committee Code of Ethics in November of each calendar year, and upon appointment, all Board and Committee members shall agree to abide by the adopted Board and Committee Code of Ethics, and shall evidence this agreement by affixing their signature to a written copy of the Code of Ethics at the earliest opportunity, and providing an executed copy to the City Clerk. A generic version of the Board and Committee Code of Ethics shall be prominently placed on the City's website which is applicable to all City Boards and Committees, and each meeting agenda packet shall also include the applicable Code of Ethics.

c.) ETHICS TRAINING:

At least one time per year, City Administration shall provide at least one hour of ethics and professional responsibility training to the Troy City Council and the Boards and Committees. City Administration can internally provide this training, or can enter into a contract with a qualified person or entity.

3. DESIGNATION OF ACTING MAYOR:

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

4. SPECIAL MEETINGS:

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

a) SPECIAL MEETING AGENDAS:

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

b) SPECIAL MEETING ORDER OF BUSINESS:

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

5. REGULAR MEETINGS:

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

a) REGULAR MEETING AGENDAS:

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

b) REGULAR MEETING ORDER OF BUSINESS:

- A. Call to Order
- B. Roll Call
- C. Certificates of Recognition and Special Presentations

- D. Carryover Items
- E. Public Hearings
- F. Public Comment
- G. City Council/City Administration Response/Reply to Public Comment
- H. Postponed Items
- I. Regular Business
- J. Consent Agenda
- K. Memorandums and Future Council Agenda Items
- L. Council Referrals - Items appearing under Council Referrals are items intended for City Council action that are brought forward by the Mayor or Council Members in accordance with the Rules of Procedure
- M. Reports
- N. Council Comments - Items for the good of the order brought forward by Mayor and Council
- O. Closed Session
- P. Adjournment

6. BROADCASTING OF CITY COUNCIL MEETINGS:

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

7. MINUTES:

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

8. PROCLAMATIONS AND CONGRATULATORY CERTIFICATES:

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

Congratulatory certificates are public announcements made by City Council at ribbon cutting ceremonies, grand openings and other events outside of regular City Council meetings. Any request for such a congratulatory certificate should be submitted to the City Manager or

his/her designee in advance of the planned business celebration and will not require City Council action.

9. RECONSIDERATION OF RESOLUTIONS:

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

10. RESCISSION OF RESOLUTIONS

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

11. PUBLIC HEARINGS:

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

12. CONSENT AGENDA:

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

13. APPOINTMENTS TO BOARDS AND COMMITTEES:

a) MAYORAL APPOINTMENTS:

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

Downtown Development Authority, Economic Development Corporation, Global Troy Advisory Committee, Local Development Finance Authority, Planning Commission, Volunteer Firefighter Incentive Board

b) CITY COUNCIL APPOINTMENTS:

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

c) NOMINATIONS:

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

14. CITY COUNCIL REPRESENTATION ON BOARDS AND COMMITTEES:

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

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

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

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

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

City Charter.

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

15. MEMBERS OF THE PUBLIC AND VISITORS:

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

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

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

~~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.

16. RULES OF ORDER:

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

17. ABSENCES AT COUNCIL MEETINGS:

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

18. SUSPEND RULES:

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

19. COUNCIL DISCUSSION:

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

20. AGENDA ITEMS SUBMITTED BY COUNCIL MEMBERS:

Timely submitted agenda items that, in the City Manager's judgment, do not require a

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

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

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



CITY COUNCIL AGENDA ITEM

Date: July 16, 2021

To: Mark F. Miller, City Manager

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

Subject: Contract Ratification – American Federation of State County and Municipal Employees (AFSCME) (Introduced by: Mark Miller, City Manager)

History

The American Federation of State County and Municipal Employees (AFSCME) currently represents 61 hourly employees who work in the Public Works (Fleet Maintenance, Parks, Streets, Water) and Engineering Departments.

The City and AFSCME recently engaged in negotiations and reached a tentative agreement on a successor collective bargaining agreement to replace the contract that expired June 30, 2021.

Financial

As seen in the attached summary, the four-year agreement provides annual wage increases, updates job titles and pay grades, and implements a schedule of hourly wage bonuses for employees who hold specific job-related professional/industry certifications.

A notable change to the pay grades is the elimination of the step increase at the end of probation; instead of the traditional “off probation” increase, starting wages will be increased significantly to assist with recruitment. Also designed to be an aid in recruiting new employees, this agreement allows the City to provide one to two weeks of vacation upon hire to new employees. Previously, new employees did not have vacation time available until their second year of employment.

The agreement gives this group the same retirement age and service combinations as other (non-Police) groups and aligns the vacation accrual schedule with other employee groups, both which are enhancements to the current AFSCME benefit. For those already eligible for health care in retirement, this agreement restores the previous calculation allowing eligible members to receive a maximum of 100%.

Overtime call-in minimums were modernized by reducing the City’s cost from three hours to one hour when work can be completed remotely. “Call in” which requires employees to report to a City facility is still compensated at a minimum of three hours.

Dental coverage was amended in this agreement, including the addition of a new option for enhanced dental coverage, implementing a 5% premium share for enhanced or standard dental coverage and defining that employees who opt-out of dental coverage receive \$25 per month in lieu of coverage.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

The average wage increase over four years is 2.5%. The one-year cost (first year) is estimated to be approximately \$217,000.

Settling a four-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 2025.

Recommendation

City management recommends approval of this agreement between the City of Troy and AFSCME for a four-year collective bargaining agreement for the period July 1, 2021 to June 30, 2025.

Copies of the tentative agreement, a summary of contract changes and the expired 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 SUMMARY
City of Troy and AFSCME
2021-2025 Collective Bargaining Agreement

ISSUE	CURRENT	TENTATIVE AGREEMENT
Contact Duration		Four years
Wages		<p>Upon ratification 3.5%*</p> <p>July 1, 2022 2.5%</p> <p>July 1, 2023 2.0%</p> <p>July 1, 2024 2.0%</p> <p>*Effective 1/8/22 a new pay structure will be implemented including hourly bonuses for specific job-related certifications.</p>
Job Titles	Current titles are generic and poorly describe actual work performed	Job-specific titles will be implemented 1/8/22
Health Insurance – Dental Program	<p>Standard dental coverage provided with no premium share by employees.</p> <p>No defined “opt out” incentive is identified in the agreement.</p>	<p>Additional option for enhanced dental insurance will be offered.</p> <p>Employees who select standard or enhanced dental insurance will pay 5% of the premium cost of plan selected.</p> <p>Employees who do not enroll in dental coverage will receive \$25/month.</p>
Overtime – Call-in	No distinction for minimum call-in time where work can be done remotely.	When an employee is able to complete the work remotely/without entering a facility or job site, minimum call-in time will be 1 hour.
Retirement Eligibility	Age and service combinations for retirement: Age 50 with 27 years service Age 60 with 10 years service	Age and service combinations for retirement: Age 50 with 27 years service Age 55 with 25 years service Age 60 with 10 years service
Retirement Paid Health Care	Employees eligible for paid health care in retirement are capped at 90% maximum of paid health care in retirement computed at 3% per year of service after 7/1/2013.	Current members eligible for paid health care in retirement will have ability to attain a maximum benefit of 100% computed at 4% per year of service.
Uniforms	Details on acceptable/prohibited items were conveyed through departmental memoranda.	Examples of acceptable/prohibited items are included in the agreement. The agreement also includes an option to petition for special purchases to the Director, defines how many vendors will be available, and limits the benefit to employees “actively working.”
Vacation Leave	<p>Accrual schedule:</p> <p>Start - 4th anniversary 5/6 day per month</p> <p>4th - 10th anniversary 1 1/4 days per month</p> <p>10th - 18th anniversary 1 2/3 days per month</p> <p>After 18th anniversary 2 1/12 days per month</p> <p>Requires employee has 10 days paid in month to accrue vacation leave.</p> <p>New employees have no vacation leave immediately available.</p>	<p>Effective January 1, 2022 accrual schedule:</p> <p>Start - 3rd anniversary 6 2/3 hours per month</p> <p>3rd - 8th anniversary 10 hours per month</p> <p>8th - 13th anniversary 13 1/3 hours per month</p> <p>13th - 18th anniversary 15 hours per month</p> <p>After 18th anniversary 16 2/3 hours per month</p> <p>Requires employee on payroll for 20 days per month to accrue vacation leave.</p> <p>Employees who start Jan – June 30 will receive 80 hours of vacation upon hire.</p> <p>Employees who start July 1 or later will receive 40 hours of vacation upon hire.</p>
Language clarifications/updates		Language clean-up/clarification in several sections

TENTATIVE AGREEMENT
City of Troy and AFSCME
June 24, 2021

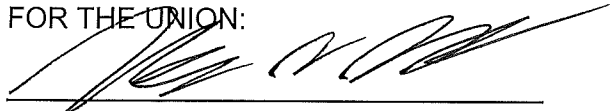
Term of Agreement: 4 years

Wages:

Upon ratification	3.5% applied to current pay scale – during transition period
1/8/22	3.5% applied to new pay scale and implementation of new titles
Employees who are at a higher pay step than the new step will be held at their higher pay until they advance to the next step that represents an increase.	
7/1/2022	2.5%
7/1/2023	2.0%
7/1/2024	2.0%

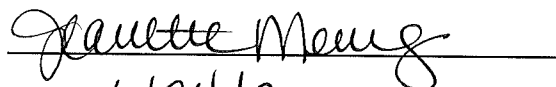
Include new job titles, new pay scale on which to base “upon ratification” increase, and pay for certifications as per attached document. Remove current ASE certification monthly bonuses (current bonuses will apply until new scale takes effect 1/8/22), remove step increase upon completion of probationary periods (initial probation and promotional probation).

FOR THE UNION:



Date: 6/24/2021

FOR THE CITY:



Date: 6/24/21

Current Pay Plan
Effective July 1, 2020

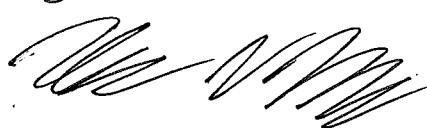
	Start	Probation	1 Year	2 Years	3 Years
Classification	Step 1	Step 2	Step 3	Step 4	Step 5
MSE-A	22.26	25.86	26.35	26.49	26.63
MSE-B	22.55	26.28	26.49	26.75	27.04
MSE-C	22.79	26.29	26.63	26.90	27.14
MSE-D	23.21	26.90	27.24	27.39	27.51
MSE-E	23.82	27.62	27.95	28.20	28.42
MSE-F	24.02	27.82	28.04	28.20	28.42
MSE-G	24.80	28.98	29.13	29.23	29.33
MSE-H	24.80	28.98	29.13	29.23	29.33

Proposed Pay Plan

	Start	1 Year	2 Years	3 Years		
Classification	Step 1	Step 2	Step 3	Step 4	Current Max	+/-
MSE-A & B = 1	16.50	17.00	17.51	18.04		
MSE-C = 2	25.58	26.09	26.61	27.14	27.14	0.00
MSE-D = 3	25.92	26.44	26.97	27.51	27.51	0.00
MSE-E = 4	26.77	27.31	27.86	28.42	28.42	0.00
MSE-F = 4	26.77	27.31	27.86	28.42	28.42	0.00
MSE-G = 5	27.64	28.19	28.75	29.33	29.33	0.00
MSE-H = 5	27.64	28.19	28.75	29.33	29.33	0.00

3.5% to be applied on top of proposed Plan

Janette Mung 6/24/21



6/24/2021

Certification Incentive Program

6/24/21
James J. Mearns

6/24/2021

6/24/2021

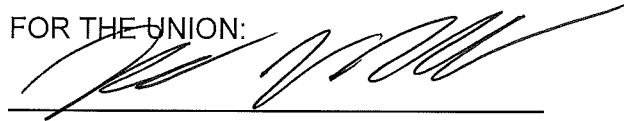
Old Classification Designation	New Job Title	Certifications	Certification Hourly Bonus
MSE-A General Service Technician	Automotive Apprentice Custodian	State of Michigan Trainee Permit	\$0.25
MSE-B- Engineering Specialist I	Survey Apprentice		
MSE- C- Equipment Operator I	Laborer- Water	Limited Water Treatment D-4 Water Distribution S-4	\$0.25 \$0.25
	Laborer- Streets	IMSA- Work Zone Temporary Traffic Control Technician Certification IMSA- Work Zone Temporary Traffic Control Technician Certification Asphalt Certification	\$0.25 \$0.25 \$0.25
	Laborer- Parks	Concrete Certification Certified Playground Safety Inspector	\$0.25 \$0.75
MSE- D- Service Technician I Fleet	Maintenance Technician- Fleet	IMSA- Work Zone Temporary Traffic Control Technician Certification	\$0.25
MSE- D- Service Technician I Parks	Maintenance Technician- Parks	ASE Technician Certification- Master Auto Technician	\$0.75
		IMSA- Work Zone Temporary Traffic Control Technician Certification	\$0.25
MSE-D- Service Technician I Water	Utilities Meter Technician	Certified Playground Safety Inspector	\$0.75
		Limited Water Treatment D-4 Water Distribution S-4	\$0.25 \$0.25
MSE- D- Golf Course Technician	Maintenance Technician- Golf		
MSE- D- Engineering Specialist I	Instrument & Surveyor Technician	IMSA- Work Zone Temporary Traffic Control Technician Certification	\$0.25
		NSPS- Certified Survey Technician	\$0.75
MSE- E - Engineering Specialist II	Field Inspector	Asphalt Certification	\$0.25
		Concrete Certification	\$0.25
		Soil Erosion	\$0.25
MSE- F - Service Technician II	Survey Technician	IMSA- Work Zone Temporary Traffic Control Technician Certification	\$0.25
MSE- F - Trade Specialist I	Eliminated Light Duty Mechanic	IMSA- Work Zone Temporary Traffic Control Technician Certification	\$0.25
	Urban Forester	ASE Technician Certification- Master Auto Technician	\$0.75
	Signs & Markings Technician	Law Enforcement Vehicle Technician	\$0.25
MSE- F - Park Maintenance Trade Specialist I	Irrigation & Equipment Technician	International Society of Arboriculture- Certified Municipal Arborist	\$0.75
MSE- F - Equipment Operator II	Heavy Equipment Operator- Water	IMSA- Signs and Pavement Markings Technician Level II IMSA- Work Zone Temporary Traffic Control Technician Certification	\$0.75 \$0.25
		Limited Water Treatment D-4 Water Distribution S-2	\$0.25 \$0.50
	Heavy Equipment Operator- Streets	IMSA- Work Zone Temporary Traffic Control Technician Certification	\$0.25
		IMSA- Work Zone Temporary Traffic Control Technician Certification Asphalt Certification	\$0.25 \$0.25
		Concrete Certification	\$0.25
MSE- G - Leader	Crew Leader- Water	Limited Water Treatment D-4	\$0.25
		Water Distribution S-1	\$0.75
	Crew Leader- Streets	IMSA- Work Zone Temporary Traffic Control Technician Certification	\$0.25
		IMSA- Work Zone Temporary Traffic Control Technician Certification Asphalt Certification	\$0.25 \$0.25
	Crew Leader- Parks	Concrete Certification	\$0.25
	Crew Leader- Engineering	IMSA- Work Zone Temporary Traffic Control Technician Certification Asphalt Certification	\$0.25 \$0.25
		Concrete Certification	\$0.25
		Soil Erosion	\$0.25
MSE- G - Trade Specialist II (Fleet)	Heavy Duty Mechanic	IMSA- Work Zone Temporary Traffic Control Technician Certification	\$0.25
		ASE Technician Certification- Master Medium/Heavy Truck	\$0.75
MSE- H - Engineering Specialist III	Surveyor	Master Emergency Vehicle Technician Certification	\$0.75
		IMSA- Work Zone Temporary Traffic Control Technician Certification	\$0.25
		NSPS- Certified Survey Technician	\$0.75

TENTATIVE AGREEMENT
City of Troy and AFSCME
June 24, 2021

Pronoun Changes

Throughout the entirety of the contract, the pronouns he, him, and his will be changed, as appropriate, to gender neutral terms such as the employee, they, them, and theirs.

FOR THE UNION:



Date: 6-24-2021

FOR THE CITY:



Date: 6/24/21

TENTATIVE AGREEMENT
City of Troy and AFSCME
June 24, 2021

ARTICLE 15 – Seniority

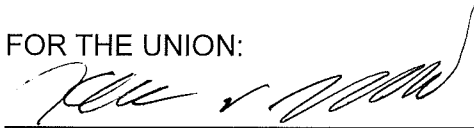
~~F) If an employee changes to a classification not included in the bargaining unit and, thereafter, returns to a classification within the bargaining unit, he shall have accumulated seniority while working in the interim classification. Employees who have returned to a classification in the bargaining unit shall retain all seniority rights for any purpose or benefits provided in this Agreement. Employees, as of July 1, 1978, who are promoted out of the bargaining unit shall not accrue seniority while out of the bargaining unit.~~

Section G becomes Section F and states:

An employee who changes to another City classification out of the bargaining unit **may return** and later is allowed to return to the bargaining unit by the Employer must return to the bargaining unit through the posting procedure to a vacancy in the same or lower classification that he previously held prior to leaving the bargaining unit. Such an employee shall have preference over any other employee's promotion to a vacancy created by this situation. **within three (3) months without loss of bargaining unit seniority. The employer will not permanently fill the bargaining unit vacancy during this three-month period. If the employee leaves the bargaining unit for more than three (3) months, then wishes to return to the bargaining unit, the employee will be subject to the regular hiring process as if they were an external candidate. If rehired, the employee will forfeit previously accrued bargaining unit seniority. Employees promoted out of the bargaining unit for more than the three (3) months shall not accrue seniority while out of the bargaining unit.**

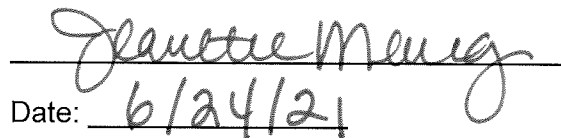
Section H becomes Section G.

FOR THE UNION:



Date: 6-24-2021

FOR THE CITY:



Date: 6/24/21

TENTATIVE AGREEMENT
City of Troy and AFSCME
June 4, 2021

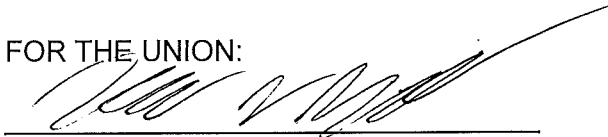
ARTICLE 17 - Working Hours

A) The City shall establish normal work schedules consistent with this section for each division which shall be in writing and posted in each division. Work schedules shall include the days of the work week and the hours of the day. Of the work schedules established by the City, the employee may select to work the schedule of his choice pursuant to Article 18, Shift/Schedule Change.

When required by operating needs, the City may change work schedules for any employee or group of employees. Such change shall be given to the employee at least fifteen (15) calendar days prior to the beginning of the new schedule. In case of emergency or other unforeseen circumstance, the Department Director, his immediate subordinate, City Manager, or designee may change the working schedule without the fifteen (15) day notice.

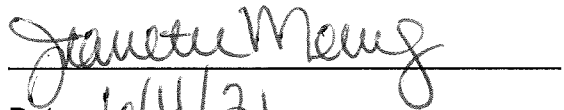
In the event of an emergency when the Emergency Operations Center (EOC) is activated for more than seven (7) consecutive days and the duration of the change is more than 60 days, there will be an opportunity to re-evaluate the shift schedule assignments and, if necessary, changes may be made effective the first day of the closest pay period following evaluation.

FOR THE UNION:



Date: 6-4-2021

FOR THE CITY:



Date: 6/4/21

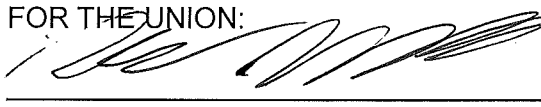
TENTATIVE AGREEMENT
City of Troy and AFSCME
June 11, 2021

ARTICLE 20 - Overtime

C) When an employee is called into work at other than his scheduled working time, he shall be paid a minimum of three (3) hours at the appropriate premium rate unless the hours are contiguous with the employee's regularly scheduled work hours, in which case the employee will be paid one and one-half his regular rate for actual hours worked. Employees called in on Sunday or holidays will be paid a minimum of three (3) hours at double time plus the holiday pay.

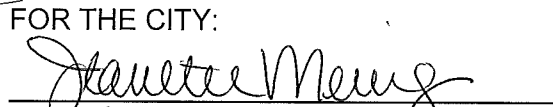
When an employee is able to perform the work remotely without entering a City facility or job site the minimum "call in" time will be 1 hour, paid at the applicable overtime rate as described above.

FOR THE UNION:



Date: 6/11/2021

FOR THE CITY:



Date: 6/11/21

TENTATIVE AGREEMENT
City of Troy and AFSCME
June 24, 2021

ARTICLE 29 – Safety

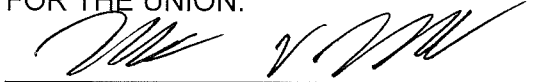
D) The Safety Committee shall be composed of at least six (6) members:

- One (1) representative of the Human Resources Department, ~~two (2) members appointed by the City, and three (3) members appointed by the Union. The two (2) members appointed by the City and at least two (2) of the three (3) members appointed by the Union shall serve for one (1) year rotating terms, except the Union Vice-Chairman shall not rotate.~~
- One (1) member to be either the Union Chairman or Union Vice-Chairman (unless approved in writing by Human Resources, the Union Chairman, and the Union Vice-Chairman to be filled by another Union member),
- Three (3) or more AFSCME Union employees,
- One (1) or more additional Classified/Exempt employee(s).

The Classified/Exempt and Union employees shall serve on one (1) year rotating terms.

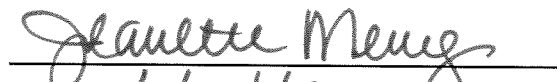
The Safety Committee shall attempt to meet monthly and discuss current safety problems related issues, recommendations, and other safety related topics. It shall be the Committee's responsibility to make recommendations on safety to both the City and the Union.

FOR THE UNION:



Date: 6/24/2021

FOR THE CITY:



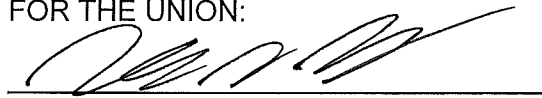
Date: 6/24/21

TENTATIVE AGREEMENT
City of Troy and AFSCME
June 24, 2021

Add to Section C Article 30 – Training

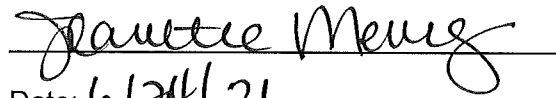
The City will be responsible for the cost of training, testing, and continued education credits, if available, to interested employees (within a reasonable career progression) to participate in the certifications found in the Certification Incentive Program. The City will offer this opportunity when the training becomes available ~~with~~ ^{while} ensuring operations are minimally impacted.

FOR THE UNION:



Date: 6/24/2021

FOR THE CITY:



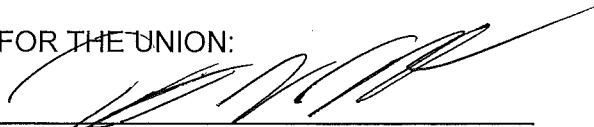
Date: 6/24/21

TENTATIVE AGREEMENT
City of Troy and AFSCME
June 24, 2021

ARTICLE 35 - Sick Leave and Personal Business Leave

- C) ~~Probationary employees will be credited with sick leave earned after they complete their probationary period. (re-letter following sections)~~
- D) Upon retirement or upon the death of an employee, unused sick leave credit will be paid to the employee or his beneficiary up to a maximum of thirty-six (36) days. For the purpose of this section, the term "retirement" shall exclude deferred retirement. Employees being laid off will receive full pay for all of their unused sick leave on the books as of the layoff.
- E) Any employee who, because of illness or injury, is off of work for three (3) consecutive days shall **may** be required to submit a physician's certificate indicating that he is capable of returning to work and performing his job prior to his being allowed to return to work.
- F) Employees who, within a twelve (12) month period, use an excess of six (6) sick days shall ~~may~~ be required to submit a physician's certificate **or other applicable documentation** of illness or injury in order to receive sick leave pay for any day beyond the six days used. Sick days used for which a physician's certificate **or other applicable documentation** of illness or injury has been received shall not be counted as part of the first six (6) sick leave days used.
- G) The City shall have the right to send an employee to the clinic before permitting his return to work. If the clinic agrees that the employee is able to return to work, the time spent leaving the worksite, going to clinic, and returning to the worksite during the employee's regular work schedule will be considered working time. If the clinic determines that the employee is not able to return to work, such time spent going to the clinic will be on the employee's own time.
- H) ~~Employees may use sick leave for any legitimate illness or injury to themselves, their spouse, dependent children, or mother or father who reside with the employee, pursuant to Section G above.~~ **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 shall be cause for disciplinary action.
- I) Physician shall be defined as a person duly authorized and licensed by the State in which treatment is provided to treat diseases and injuries and to practice medicine.

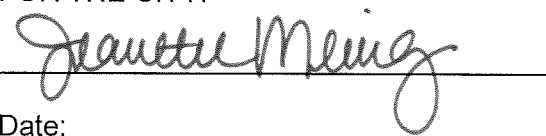
FOR THE UNION:



Date: 6/24/2021

AFSCME Tentative Agreement – Article 35 (June 24, 2021)

FOR THE CITY:



Date: _____

TENTATIVE AGREEMENT
City of Troy and AFSCME
June 24, 2021

ARTICLE 39 - Vacation Leave

A) Employees shall accrue vacation leave in accordance with the following schedule:

- 1) Start through 4th anniversary date:
5/6 day vacation credit for each month worked (10 days)
- 2) 4th through 10th anniversary date:
1 1/4 days vacation credit for each month worked (15 days)
- 3) 10th through 18th anniversary date:
1 2/3 days vacation credit for each month worked (20 days)
- 4) After 18th anniversary date:
2 1/12 days vacation credit for each month worked (25 days)

Beginning January 1, 2022, the accrual shall be:


- 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 weeks)
- 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 weeks)
- 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 weeks)
- 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. (4 1/2 weeks)
- 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. (5 weeks)

Any fractional part of a day shall be rounded off to the nearest whole day. For the purposes of this section, an employee must have been paid ten (10) days within a month to accrue vacation leave. **Effective January 1, 2022, 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.**

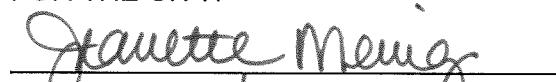
New employees who start January 1 – June 30 will receive an advance of 2 weeks (80 hours) of vacation available the first year of employment, employees hired after July 1 will receive 1 week (40 hours) of vacation available the first year of employment. Accrual in the second year of employment will be according to the regular vacation accrual schedule above.

H) ~~To use vacation leave~~ **For vacation request submitted after April 1,** the employee shall give three (3) days prior notice. Requests of less than three (3) days notice may be approved at the supervisor's discretion. Notice of approval or denial of requests for vacation leave will be provided within ten (10) working days of the date the request is submitted, **or prior to the start of the vacation.**

FOR THE UNION:


Date: 6/24/2021

FOR THE CITY:


Date: 6/21/21

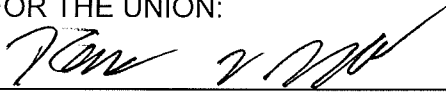
TENTATIVE AGREEMENT
City of Troy and AFSCME
June 24, 2021

ARTICLE 40 – Job Incurred Injury

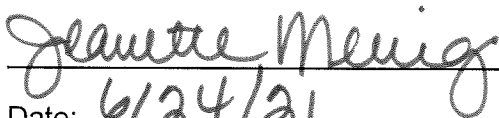
This entire section addresses the City's responsibility to an employee who sustains a disabling injury while performing his/her regular duties to make payments which are supplemental to Workers' Compensation benefits. The parties to this Agreement understand that Workers' Compensation benefits are paid in accordance with applicable Workers' Compensation laws of the State of Michigan, but that supplemental payments are made subject to the employee: (1) treating with the City-designated clinic for the first twenty-eight (28) days after the injury, **initial treatment and up to the following twenty-eight (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)....

(the rest of the article remains unchanged)

FOR THE UNION:


Date: 6/24/2021

FOR THE CITY:


Date: 6/24/21

TENTATIVE AGREEMENT
City of Troy and AFSCME
June 24, 2021

ARTICLE 43 - Health Insurance

A) The Employer will provide the following hospitalization and medical insurance for those employees (including legal spouse and dependent children) who elect to be covered:

- 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 mail order prescription drugs (MOPD).
 - b) \$30 office visit co-pay
 - c) \$50 emergency room co-pay (waived if admitted)
 - d) \$30 chiropractic office visit co-pay
 - e) \$250/\$500 basic deductible
- 2) Vision care every 12 months
- 3) An employee who elects to be covered by medical insurance shall contribute 5.0% of the total premium cost by means of a pretax payroll deduction.
- 4) The City may purchase equivalent or better medical insurance from another carrier provided prior notice is given the Union in a special conference.

B) ~~The Employer will provide standard~~ dental program for the employee and family, including:

- 1) Class I benefits with a 10% employee co-payment of claims and Class II benefits with a 10% employee co-payment of claims.
- 2) Said coverage for Class I and Class II shall be 10% employee co-payment of claims up to a maximum coverage of \$1,000 per year.
- 3) The City will provide orthodontic coverage with a 50% employee copayment of claims and a \$2,000 maximum lifetime benefit per person to age 19.
- 4) An employee who elects to be covered by dental insurance shall contribute 5.0% of the total premium cost by means of a pretax payroll deduction. *(effective 1/1/22) gm*
- 5) The City has the right to provide the above-mentioned coverage through a self-funded program.

gm
Tentatively
C) ~~Effective January 1, 2022 employees will have the opportunity to select an enhanced dental program, and if selected, shall contribute 5.0% of the total premium cost of the enhanced plan by means of pretax payroll deduction.~~


D) All employees shall receive insurance policies explaining coverages for all insurance coverage they receive.

E) Employees who choose not to subscribe to medical insurance will receive \$200 per month. **Employees who choose not to subscribe to dental insurance will receive \$25 per month.**

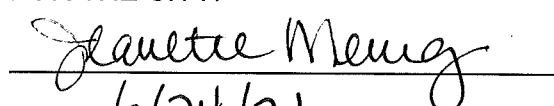
~~There shall be a reopener at either party's request on the sole issue of health insurance for July 1, 2018, July 1, 2019 and/or July 1, 2020.~~

Duplication of City of Troy health insurance benefits is not allowed; if two City of Troy employees are married to each other and both are eligible to enroll in City of Troy health insurance, one of the spouses must opt out of the medical and dental insurance. The spouse who chooses to opt out of employer provided health insurance is not eligible for the cash-in-lieu payment. If an employee and his/her dependent are both eligible to enroll in City of Troy health insurance, the dependent must enroll in his/her own plan.

FOR THE UNION:


Date: 6/24/2021

FOR THE CITY:


Date: 6/24/21

TENTATIVE AGREEMENT
City of Troy and AFSCME
June 24, 2021

ARTICLE 44 – Uniforms

A) The City will furnish to each employee five (5) uniform changes per week and protective clothing as necessary. The City will also make available, as necessary, gloves and boots for the benefit of employees. During summer months, the City shall provide short sleeved or "T" shirts. It is understood between the parties to this Agreement that the City's responsibility under this section is to provide the uniforms and equipment as specified in this section, and the employee's responsibility is to wear said uniforms and utilize such equipment as provided. The employee is also responsible to return said uniforms and equipment. Failure to do so will subject the employee to having the cost of such equipment and/or uniforms deducted from his payroll check.

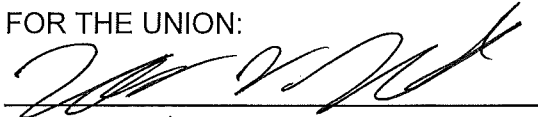
B) Each fiscal year beginning ~~July 1, 2016~~ each employee who is actively working shall be allotted a clothing allowance of ~~three hundred dollars (\$300)~~. Beginning July 1, 2019 ~~the clothing allowance shall be three hundred fifty dollars (\$350)~~ ~~\$500~~. Said allowance shall be spent on the City account at designated vendors. The City shall provide a list of at least four vendors.

of \$350.

Each employee may use money credited to his account as provided above to purchase work-related personal safety items, cold weather gear, clothing, related equipment and/or work boots to be used at work, subject to management approval. Examples of approved items: Outwear, cold weather gear (jackets, coats, vests, bibs, high visibility jackets and hoodies, long johns/thermals, hats (winter, knit, hard, baseball), work boots (hard-toe, slush, 5 buckle and 2 buckle rubber), belts, winter gloves, shirts (must have City of Troy logo), or shorts. Examples of unapproved items: Camouflage items, repairs to boots, shoes or garments, boot repair kits or equipment, sunscreen, tinted or clear safety glasses, jeans or other pants, socks, underwear (except thermal or long johns). An employee may request approval for special items which may seem to be prohibited, or have a unique job-related reason, from the Public Works Director. It is clearly understood that the clothing allowance has a prospective application and is intended to cover purchases for the entire fiscal year.

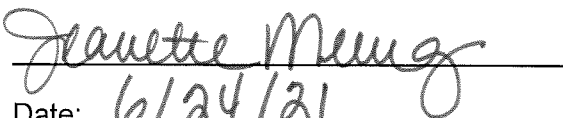
C) Those employees whom the City determines shall not wear uniforms while performing their regular duties shall be paid a monthly allowance equal to the cost of supplying uniforms.

FOR THE UNION:



Date: 6/24/2021

FOR THE CITY:



Date: 6/24/21

TENTATIVE AGREEMENT
City of Troy and AFSCME
June 24, 2021

ARTICLE 46 – Retirement

The Employee's Retirement System Pension Program shall be continued. The City shall furnish each employee a complete copy of the retirement system pension plan and any changes from time to time to the Union and employees.

A) Defined Benefit Plan: Employees hired before 7/1/98 may participate in the Defined Benefit (DB) plan as explained in Chapter 10 of the Troy City Code which includes the following elements:

- 1) The employee's contribution will be 1.5% of gross pay
- 2) Eligibility for normal retirement shall be age 50 with 27 years of service, **age 55 with 25 years of service** or age 60 with 10 years of service.


The rest of the section (A – C) remains unchanged...

D) 1) For employees hired prior to July 1, 2006: Upon regular retirement, early retirement, or disability retirement, the City pays 4% of the monthly cost of health care for two person coverage for retiree and spouse (or dependent child) at the time of retirement for each year of credited retirement service, or \$400 per month, whichever is greater.

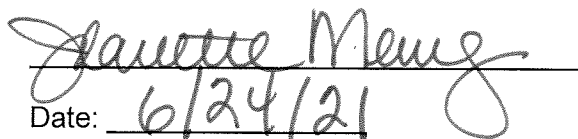
~~Effective 7/1/2013, the City pays 3% for the monthly cost of health care for each future year of credited service to a maximum of 90%. Current employees who as of 7/1/2013 would be eligible for 90% or more of City paid health insurance shall not have that amount reduced as a result of this paragraph.~~

The rest of the section remains unchanged...

FOR THE UNION:


Date: 6/24/2021

FOR THE CITY:

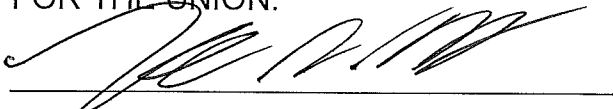

Date: 6/24/21

LETTER OF UNDERSTANDING

City of Troy and AFSCME
June 24, 2021

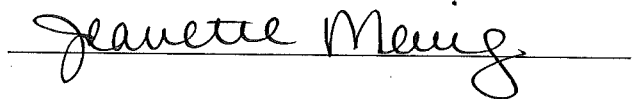
For the duration of the 2021 to 2025 contract, the City and the Union agree that for promotions to Crew Leader positions the City may administer a validated test to determine supervisory aptitude. Applicants must pass the test, in addition to any other minimum qualifications for the position, to qualify for an interview.

FOR THE UNION:



Date: 6/24/2021

FOR THE CITY:



Date: 6/24/21

JULY 1, 2016 – JUNE 30, 2021
COLLECTIVE BARGAINING AGREEMENT

CITY OF TROY, MICHIGAN
and
TROY CHAPTER "C" - LOCAL #574
COUNCIL #25 OF AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO

Resolution # 2016-06-110

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ARTICLE 1 - Agreement

THIS AGREEMENT, entered into this 27th day of June, 2016 by and between the City of Troy, Oakland County, Michigan, a municipal corporation, hereinafter referred to as the "City" and the Troy Chapter "C" of Local #574 affiliated with Michigan Council #25 and chartered by the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE 2 - Purpose and Intent

- A) The general purpose of this agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the City, the employees, and the Union.
- B) The parties recognize the essential public service here involved and that the interest of the community and the job security of the employee depend upon the City's success in establishing a proper service to the community.
- C) To these ends, the City and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives of all levels and among all employees.

ARTICLE 3 - Recognition

Pursuant to and in accordance with all applicable provisions of ACT 379 of the Public Acts of 1965, as amended, the City does hereby recognize the Union as the exclusive representative 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 for all hourly rated employees of the City in the Engineering Department and Public Works Department (Parks, Streets, Water, Buildings and Fleet Maintenance) excluding part-time and seasonal employees, office clerical employees, and supervisory employees.

ARTICLE 4 - Discrimination and Coercion

- A) The Employer and the Union 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, religion, political affiliation, or disability.
- B) The Employer will not interfere with the right of the employees to become members of the Union, and shall not discriminate against any employee because of membership in the Union.

ARTICLE 5 - Aid to Other Unions

- A) The Employer will not aid, promote, or finance any labor group which purports to engage in collective bargaining or make any agreement with any labor union for the purpose of eliminating the representation of the bargaining unit named above.
- B) The Union will not officially support strikes of any other labor organizations by picketing or demonstrating publicly on or adjacent to City property. The Employer agrees that if the bargaining unit encounters problems of reporting to work because of threats or violence during a strike, the City will provide protection at the work location and refrain from disciplining employees for not reporting to work if the Employer cannot provide access to the work location.

ARTICLE 6 - Union Security

Employees are not required to join the Union as a condition of employment in accordance with applicable State law.

Employees shall be deemed to be members of the Union within the meaning of this Section if they are not more than 60 days in arrears in payment of their membership dues.

However, if the Michigan Right to Work Act is repealed or determined with finality to be unlawful, the union security provisions found in Article 6 of the 2011-2013 collective bargaining agreement between the City of Troy and Local #574 shall be reinstated.

ARTICLE 7 - Union Dues and Initiation Fees

- A) Payment of Check-Off or Direct to Union: Employees may tender the initiation fee and monthly membership dues by signing the Authorization for Check-Off of Dues Form, or may pay the same directly to the Union.
- B) Check-Off Forms: During the life of this Agreement in accordance with the terms of the form of Authorization for Check-Off of Dues hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the Authorization for Check-Off of Dues Form.
- C) Deductions: 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.

- D) Delivery of Executed Authorization for Check-Off of Dues Form: A properly executed copy of such Authorization for Check-Off of Dues Form for each employee for whom Union 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 Local Union Financial Secretary by the Employer.
- E) When Deductions Begin: Check-Off deductions under all properly executed Authorization for Check-Off of Dues Forms shall become effective upon date of hire unless said form has not been tendered to the Employer, in which case deductions shall begin upon the Employer's receipt of the form. Deductions shall be made from the appropriate pay of the month and each month thereafter.
- F) Delivery of Additional Check-Off Forms: The Union will provide to the Employer any additional Authorization for Check-Off of Dues Forms under which the Union membership dues are to be deducted.
- G) Refunds: In cases where a deduction is made that duplicates a payment that an employee has already made to the Union or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.
- H) Remittance of Dues to AFSCME Council 25: Deductions for any calendar month shall be remitted to the designated AFSCME Council 25 by the 25th day of the month in which the deduction is made. The Employer shall furnish AFSCME Council 25 monthly with a list of those for whom the Union has submitted signed Authorization for Check-Off of Dues Forms
- I) Disputes Concerning Check-Off: Any dispute between the Union 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 Local Union 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 Union, and the Employer. Until this matter is disposed of, no further deduction shall be made.
- J) Limit of Employer's Liability: The Employer shall not be liable to the Union 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 Union will protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken, for the purpose of complying with paragraph G of this section.

ARTICLE 8 - Management Rights

- A) The Union recognizes the City's right to manage its affairs and direct its work force and within the existing framework of the Statutes of the State of Michigan to maintain the City of Troy in the County of Oakland as efficiently and at the lowest possible cost consistent with fair labor standards. Further, the City has all the customary and usual rights, power, functions, and authority of management. It is recognized that the management of the City, the control of its properties, and the maintenance of order and efficiency is solely a responsibility of the City. Among the rights and responsibilities belonging to the City are the rights to decide the number and location of its facilities, work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery, tools, equipment, methods, schedules of work, together with the selection, procurement, designing, engineering, and the control of equipment and materials, and the right to purchase services of others. It is understood and agreed that none of the foregoing rights and responsibilities will be exercised in a manner which is inconsistent with the provisions of this Agreement.
- B) It is further recognized that the responsibility of the management of the City 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 for other legitimate reasons as set forth herein is vested exclusively in the City.
- C) The City reserves the right to promulgate reasonable rules and regulations in order to maintain order and discipline; provided the same are not inconsistent with the provisions of this Agreement.

ARTICLE 9 - No Strike

- A) The Union officers or staff will not cause or authorize or encourage its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, or slowdown in any plant or property of the City or any curtailment of work or restriction of production or interference with the operations of the City during the terms of this Agreement.
- B) In the event of work stoppage, or other curtailment, the Union officers (Chapter Chairman and/or Chapter Secretary) shall, within twenty-four (24) hours, notify the involved employee to immediately cease the offending conduct and that they are in violation of the contract. Said notice shall be in writing, with a copy to the City. In the event of failure of the Union officers to provide this notification, the same may be provided by the City.
- C) The City shall have the right to discipline any employee who participates in or gives leadership to any activity prohibited by this section in disregard of notification provided for above, or to any officer of the Union who fails to provide notification as stated above.

ARTICLE 10 - Stewards and Officers

- A) Employees in the bargaining unit shall be represented by a Chapter Chairman, Vice-Chairman, Chapter Secretary, Chapter Treasurer, and Stewards who shall be regular employees working in that unit. In the absence of a Steward, an alternate may be appointed by the Chairman or Vice-Chairman.
- B) There shall be one (1) Steward per shift for each division shown below:
 - 1) Engineering Division
 - 2) Fleet Maintenance Division
 - 3) Parks Maintenance Division
 - 4) Streets and Storm Drains Division
 - 5) Water and Sanitary Sewer Division
- C) At any time the number of employees in a division exceeds fifty (50), the Human Resources Director will meet with the Chapter Chairman, and an additional Steward may be added.
- D) During regular working hours, either a Steward or the Chapter Chairman may investigate and present grievances to the Employer (as provided in Article 12) without loss of time or pay, provided he shall first receive the approval of his supervisor. Failure of Stewards or the Chapter Chairman to abide by this requirement shall be cause for discipline. Abuse of time away from the job shall be cause for a special conference.
- E) Union stewards assigned to the afternoon shift may request to use personal time to attend Chapter meetings which are scheduled during their regular shift. Such requests will be reviewed on a case-by-case basis and may be approved up to four (4) times per year at the discretion of the Operations Manager.

ARTICLE 11 - Special Conferences

Special conferences for important matters will be arranged between the Chapter Chairman and the Employer or its designated representative upon the request of either party. Such meetings shall be between two (2) but not more than three (3) representatives of the Employer and two (2) but not more than three (3) representatives of the Union. Arrangements for such special conference shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall convene between the hours of 9:00 AM and 4:00 PM. The members of the Union shall not lose time or pay from their regular pay for the time spent in such special conference. This meeting may be attended by a representative of the AFSCME Council and/or a representative of the International Union and may be attended by legal counsel for the Employer.

Special conferences shall not be more frequent than twice each month except by mutual consent.

The Union representatives may meet at a place designated by the Employer on the Employer's property for a maximum of one-half ($\frac{1}{2}$) hour immediately preceding such special conference with the representatives of the employee for which a written request has been made.

ARTICLE 12 - Grievance Procedure

A grievance is defined to be any dispute arising under the terms of this collective bargaining agreement or any dispute regarding wages, hours, and working conditions as they relate to members of the bargaining unit or to the Union.

Step 1: Any employee, if he feels he has a grievance, shall discuss the matter with his supervisor before the end of his next regularly scheduled shift following the event, or reasonable knowledge of the event, which gave rise to the grievance. If requested by the employee, his Steward or Chapter Chairman may also be present. The supervisor shall provide an answer before the end of the next regularly scheduled shift of the grievant. For the purpose of this section, supervisor shall be defined as:

- a) Streets and Storm Drains Division, Water and Sanitary Sewer Division, Fleet Maintenance Division, and Parks Maintenance Division: the Field Supervisor. In the absence of the Field Supervisor, or if the issue is not resolved, the employee may discuss the matter with the Operations Manager.
- b) Engineering Division: the Supervisory Technician. In the absence of the Supervisory Technician, or if the issue is not resolved, the employee may discuss the matter with the City Engineer.

It is urged and encouraged that these discussions be on a friendly and informal basis and that every effort be made at this point to resolve the problem. If the grievance is not settled within the shift following the shift during which it was filed, it may proceed to Step 2.

Step 2: If the grievance is not settled at Step 1, it shall be reduced to writing, signed by the grievant, and submitted to the appropriate department director within ten (10) calendar days of the event, or reasonable knowledge of the event, which gave rise to the grievance. The written grievance shall identify the section of the contract which the employee believes was violated, contain a specific statement of facts as to what caused the grievance, and the remedies sought by the grievant.

Within seven (7) calendar days after receipt of the written grievance, the appropriate department director shall discuss the grievance with the Chapter Chairman and the Steward. The employee and the employee's supervisor, as shown in Step 1, may also be present. The Director shall

give his written decision on the grievance within seven (7) calendar days after the date of the meeting to the Chapter Chairman, Vice-Chairman, Secretary, Steward, and grievant.

Step 3: Grievances not settled at Step 2 must be filed to Step 3 with the City Manager within seven (7) calendar days of the Step 2 answer. The City Manager (or his designated representative) shall schedule a meeting within fourteen (14) calendar days of the submittal to Step 3 and discuss the grievance with not more than three (3) representatives of the bargaining unit, including the grievant, the AFSCME Council or International Representative, and two (2) representatives of the affected department. The decision of the City Manager on the grievance shall be given to the Chapter Chairman, Vice-Chairman, Secretary, Steward, Grievant, and Council or International Representatives within fourteen (14) calendar days after the date of the meeting.

Step 4: If the Union is not satisfied with the decision of the City Manager (or his designated representative), the decision may be appealed to arbitration by notifying the City in writing within twenty-one (21) calendar days of the receipt of the Step 3 answer. The parties will attempt to mutually select an arbitrator prior to the submission of the grievance to the American Arbitration Association (AAA). For purposes of this paragraph, the attempt to mutually select an arbitrator shall not prolong the time for submitting a Demand for Arbitration to the City of Troy.

Any arbitrator selected shall rule only on contractual provisions as set forth herein. The arbitrator shall have no authority to add to, subtract from, or alter the terms of this agreement, change any wage or salary schedule, or in any way alter the terms of this Agreement. The fees and approved expenses of an arbitrator will be shared by the parties equally.

After a case has been referred to arbitration, the case may not be withdrawn by either party except by mutual consent.

Finality of Decision. There shall be no appeal from the arbitrator's decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer.

ARTICLE 13 - Grievance: General Conditions

- A) A grievance may be withdrawn without prejudice and, if so withdrawn, all financial liability shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) calendar days from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice, pending the disposition of the appeal of a representative case and, in such event, the withdrawal without prejudice will not affect financial liability.

- B) The Employer shall make every effort to respond in a timely fashion at each step in the grievance procedure. However, any grievance not answered within the prescribed time limit at each step may be appealed to the next step by the Union.
- C) Any grievance not appealed from a decision of the Employer in one of the steps of the above procedure to the next step as prescribed shall be considered dropped.
- D) An agreement reached between the Employer and the Union in the grievance procedure is binding on all workers affected and cannot be changed by any employee.
- E) The Chapter Chairman or Vice-Chairman and authorized Stewards shall be paid for time lost during working hours in attending grievance meetings with City representatives.
- F) The time limits prescribed in the grievance procedure may be extended with the mutual consent of the parties.
- G) The retroactive effect of any claim shall be limited to sixty (60) calendar days prior to the date of a grievance being filed at Step 2 of the grievance procedure.

ARTICLE 14 - Discharge and Suspensions

- A) Discharge and suspensions shall be in writing to the employee, and a copy shall be furnished to the Chapter Chairman or his designee and mailed to the AFSCME Council Representative within twenty-four (24) hours except Saturday, Sunday, and holidays. The written notice shall generally state the reason(s) for the discharge or suspension.
- B) The discharged or suspended employee will be allowed to discuss his discharge or suspension with his Steward and/or the Chapter Chairman of the unit, and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee and the Steward in an attempt to resolve disputes.
- C) Appeal of Discharge or Suspension: Should the discharged or suspended employee consider the discharge or suspension to be improper, a grievance shall be presented in writing through the Steward to the Employer within three (3) regularly scheduled working days of the discharge or suspension. The matter shall be referred to the grievance procedure at Step 3.
- D) Use of Past Record: In imposing any discipline of a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously nor impose discipline on an employee for

falsification of his employment application after a period of two (2) years from date of hire, except for information on his medical record. This language shall not preclude the Employer from using a past record to support a history of progressive discipline.

Falsification of any employment application dated May 24, 1993 or later may subject an employee to disciplinary action at any time following the date of application.

- E) Any employee who is reinstated after discharge or suspension shall be returned to the same classification at the same rate of pay or as will be agreed to by both the parties.

ARTICLE 15 - Seniority

- A) Seniority shall be defined for regular employees as the length of continuous employment with the City beginning with the date of initial hire. NOTE: See Article 31 for service date.
- B) Probationary Employees
 - 1) New full-time employees hired shall be considered as probationary employees for the first six (6) months of their employment. The Employer may extend the probationary period in one (1) month segments, up to an additional six (6) months. The six (6) month probationary period shall be accumulated within not more than one (1) year. When an employee completes the probationary period, he shall be entitled to full seniority rights and rank for seniority from the six (6) months prior to the day he completed the probationary period. There shall be no seniority among probationary employees. Discipline of an employee during probation shall be grievable as in sub-section 15.B.2 below. Discharge or termination of any employee during probation shall not be subject to the grievance procedure.
 - 2) Any disputes regarding probationary employees will be handled as expeditiously as possible through meetings with the probationary employee's supervisor and the Union Steward. If this meeting fails to resolve the problem, the dispute may be processed one more step, and a meeting will be held with the Human Resources Director, the employee, the Union Steward, the Chapter Chairman, and the Division Head.
 - 3) Seniority shall be in accordance with Section A above.
- C) The City shall keep true seniority lists in each division, which will contain each employee's name, seniority date, and classification. Employees hired on the same date shall be placed on the seniority list according to the highest test score. The list shall be updated every three (3) months. If there is any objection to any of the items therein, the parties shall promptly meet to dispose of the grievance. Any grievance shall be in writing and filed with the Human

Resources Department through the employee's supervisor within five (5) working days after the posting of the seniority list. Seniority lists shall be kept separately for the following divisions:

- 1) Engineering Division
 - 2) Fleet Maintenance Division
 - 3) Parks Maintenance Division
 - 4) Streets and Storm Drains Division
 - 5) Water and Sanitary Sewer Division
- D) When an employee moves from one division to another through the posting procedure, he will be entered on that division seniority list according to his length of continued service with the Employer, once he has completed his probationary trial period.
- E) An employee shall lose his seniority and shall no longer be considered an employee for the following reasons:
- 1) If he quits or retires.
 - 2) He is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
 - 3) He is absent for three (3) consecutive working days without notifying the Employer. In the event the employee is incapable or unable to advise the Employer for reasons or causes beyond the control of the employee, an exception may be made. After such absence, the Employer will send written notification by registered mail to the employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
 - 4) If he does not return to work when recalled from layoffs as set forth in the recall procedure. If deemed proper by the City, exceptions shall be made.
 - 5) Return from unpaid leaves of absence will be treated the same as (#3) above.
 - 6) If he is laid off for a period equal to his seniority at the time of his layoff, or for three (3) years, whichever is the lesser. For this paragraph only, all employees (except probationary employees) will be treated as if they have a minimum of one (1) year seniority.
 - 7) Separation upon settlement covering total disability.
 - 8) The employee 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) If an employee changes to a classification not included in the bargaining unit and, thereafter, returns to a classification within the bargaining unit, he shall have accumulated seniority while working in the interim classification. Employees who have returned to a classification in the bargaining unit shall retain all seniority rights for any purpose or benefits provided in this Agreement. Employees, as of July 1, 1978, who are promoted out of the bargaining unit shall not accrue seniority while out of the bargaining unit.
- G) An employee who changes to a classification out of the bargaining unit and later is allowed to return to the bargaining unit by the Employer must return to the bargaining unit through the posting procedure to a vacancy in the same or lower classification that he previously held prior to leaving the bargaining unit. Such an employee shall have preference over any other employee's promotion to a vacancy created by this situation.
- H) In the event of a layoff of any type, the following employees, notwithstanding their position on the Seniority List, shall continue to be employed as long as there is work available:
 - a) Chairman, then Vice-Chairman: In a job classification within the bargaining unit whose duties they can perform, then
 - b) Stewards: In a job classification within their division whose duties they can perform.

Such employees shall be recalled to work for the first vacancy in a job classification within their division whose duties they can perform. The City recognizes these clauses to the extent that these officers and stewards have protected seniority only during their official term of office.

ARTICLE 16 - Layoffs and Recall

- A) When there is a reduction of working forces within a division, the following procedure shall govern in making layoffs: Layoff shall be by division as defined in Article 15.C.
- B) Temporary (excluding employees hired on a seasonal basis for the summer months, April through October), part-time, and probationary employees (in that order) who perform bargaining unit work shall be laid off first within a division before the layoff of any bargaining unit members within that division. When an employee exercises bumping rights into a division as a result of a layoff as explained above, the temporary (excluding employees hired on a seasonal basis for the summer months, April through October), part-time, and probationary employees (in that order) who perform bargaining unit work shall be laid off before the layoff of any bargaining unit members within that division.
- C) If additional layoffs are necessary, seniority employees in the affected division shall be laid off in reverse order of the seniority, provided those who

desire to exercise their seniority must be able to perform the remaining work without additional training or additional supervision.

D) The procedure used to accomplish this shall be as follows:

- 1) Employees who are displaced by elimination of their job, or another employee bumps them, shall displace an employee with lesser seniority in their division. The employee who cannot displace an employee within their classification shall displace a less seniority employee in a lower classification in their division if the employee is fully capable of performing such work with minimal additional training.
- 2) Employees who are displaced within their division and going to be laid off shall bump any employee in other divisions with less bargaining unit seniority if the employee is fully capable of performing such work with minimal additional training. An employee bumping to another division may only bump into the lowest classification in a division and may not bump into a higher classification from that classification which the employee holds at the time of his displacement.

E) Employees to be laid off for an indefinite period of time shall have at least fourteen (14) calendar days notice of layoff. The Chapter Chairman, Vice Chapter Chairman, and Secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

F) When the working force is increased after a layoff, the employees will be recalled according to seniority in reverse order of the Layoff Section. Notice of recall shall be sent to the employee at his last known address by certified mail.

If the employee fails to call or personally appear to the Human Resources Department within ten (10) calendar days of the mailing date of the notice, he shall be considered as having quit. If the employee calls the Human Resources Department within ten (10) 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.

ARTICLE 17 - Working Hours

A) The City shall establish normal work schedules consistent with this section for each division which shall be in writing and posted in each division. Work schedules shall include the days of the work week and the hours of the day. Of the work schedules established by the City, the employee may select to work the schedule of his choice pursuant to Article 18, Shift/Schedule Change.

When required by operating needs, the City may change work schedules for any employee or group of employees. Such change shall be given to the

employee at least fifteen (15) calendar days prior to the beginning of the new schedule. In case of emergency or other unforeseen circumstance, the Department Director, his immediate subordinate, City Manager, or designee may change the working schedule without the fifteen (15) day notice.

- B) The first shift is any shift that regularly starts on or after 4:00 AM but before 11:00 AM. The second shift is any shift that regularly starts on or after 11:00 AM but before 7:00 PM. The third shift is any shift that regularly starts on or after 7:00 PM but before 4:00 AM. A shift shall be considered regular for an employee if he is assigned to that shift for at least seven (7) calendar days.
- C) The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday. The City may establish a five (5) consecutive eight (8) hour day work week other than Monday through Friday.

By mutual agreement of both the City and the Union, a forty (40) hour work week may be established consisting of four consecutive 10 hour days. The establishment of such a work schedule may be done so all year round or for a particular period or season of the year, or during any other appropriate combination or period of time that may be deemed appropriate. In addition, the schedule may be established for any single division, or section of any division, or combination of divisions, as may be deemed appropriate for the work load or assignments of work. The establishment of such a schedule further may provide for 6 day coverage, and the City may schedule a work group on a four-day basis, Monday through Saturday, as long as work schedules for employees are scheduled in a consecutive four-day period. Seniority by classification shall determine which work group the employee is assigned to. In addition, the following provisions for establishment of the four-day, 10-hour shift shall apply:

- 1) Overtime - The overtime provisions applying to ten (10) hour days shall be waived in order to provide 10 hours of straight time each regular work day. Any time worked in excess of ten (10) hours shall be paid at the regular overtime rates. Any time worked in excess of their regular forty (40) hour week shall be paid at the regular overtime rate.
 - 2) Vacation and Sick Leave - Vacation and sick leave days shall continue to accumulate at the same rate as spelled out in the contract. If an employee takes a vacation or sick day, he will be charged with ten (10) hours of vacation or sick time.
 - 3) Jury leave, funeral leave, and holidays shall be paid at the rate of ten (10) hours if the employee is on the 10-hour shift.
- D) Employees who are scheduled to work and report in, but are sent home due to lack of work or inclement weather conditions will be paid a minimum of four (4) hours at straight time or, if scheduled overtime, at the appropriate rate of pay.
 - E) All employees shall receive two (2) wash-up periods: five (5) minutes to be taken at lunch, and ten (10) minutes to be taken at quitting time. The City will

put hand cleaner into vehicles where employees would normally be working under unsanitary conditions or conditions hazardous to the employee's health.

- F) All employees will receive a one-half hour lunch break (unpaid) to be taken at the middle of each shift whenever possible.
- G) Employees may take a coffee break fifteen (15) minutes in the a.m. and a coffee break of fifteen (15) minutes in the p.m., or fifteen (15) minutes in the first half and the second half of their regular shift, whichever may apply.
- H) When the continuation of a regular work shift results in an overtime situation of two (2) hours or more in length, the employee is entitled to a paid 15 minute break prior to working overtime.
- I) In an unscheduled overtime situation of two (2) hours or more in length, an employee shall receive a paid fifteen (15) minute break for every two (2) hours worked, or two-tenths of an hour's pay will be added to his time worked.
- J) If the employee works more than four (4) hours overtime, he shall receive a one-half hour unpaid lunch break, if the employee so desires. All employees in a work group must agree to either take or not take a lunch break.
- K) The time off shown for lunch break, coffee breaks, and wash-up periods shall apply to the total time the employee may discontinue performance of assigned work.
- L) The City agrees that the Water Department shall not schedule regular afternoon shifts between the start of the pay period immediately following April 1st and the start of the pay period immediately following November 1st except as absolutely necessary because of the work load.

ARTICLE 18 - Shift/Schedule Change

- A) Shift/Schedule preference will be granted on the basis of seniority within the same job classification in each division, providing the employee is qualified to perform the work required with no more than 5 days additional training.
- B) This section shall become effective at such time there is a vacancy and at the start of the pay period immediately following April 1st and November 1st of each year.
- C) The City will post a notice of each pending shift/schedule change date approximately one month in advance. Employees must submit their request for shift/schedule selection to their supervisor no later than ten (10) calendar days prior to the shift/schedule change date. Those employees who do not select a shift/schedule as required will be assigned to the remaining positions by the Employer.

- D) Employees must remain on their shift/schedule until there is an appropriate vacancy or until the next regular shift/schedule change date.
- E) In the event that a Fleet Maintenance employee is ordered by subpoena at least two weeks in advance to appear in court on behalf of the City of Troy, the employee's shift will be changed for the duration of the subpoena. If there is less than two weeks notice, the employee will be paid overtime for time worked outside of the employee's regular work hours.

ARTICLE 19 - Attendance

- A) Unless on an approved leave, employees are expected to be at work and to observe the working hours established by the City.
- B) All employees who report late shall be penalized by way of a pay deduction in multiples of a quarter of an hour (15 minutes). Payment shall be made to the nearest quarter of an hour. Habitual tardiness shall be cause for disciplinary action up to and including discharge.
- C) If an employee is unable to report to work at his established starting time, he shall notify the supervisor prior to the time his shift is scheduled to start unless mitigating circumstances make such notification impossible. Failure to do so may result in disciplinary action.
- D) Arrangements for time off, except sick leave, must be made in advance with the employee's immediate supervisor, in accordance with the provisions regulating leaves.

ARTICLE 20 - Overtime

- A) Employees will be paid one and one-half (1½) times their regular hourly rate for time worked in excess of eight (8) hours on the employee's scheduled shift, forty (40) hours in any work week.

An employee who works more than 8 hours in a scheduled work day, or in excess of 40 hours in a week, may request to be granted time off equivalent to the hours worked with the Field Supervisor's approval. Such time off shall be taken during the work week in which the overtime was worked. If the employee does not take the time off during the same work week in which it was worked, the employee shall be paid for the overtime at the appropriate premium rate. For purposes of this subsection, it is understood that the work week begins on Saturday and ends on Friday.

- B) The scheduled shift shall commence at the employee's start time and continue twenty-four (24) consecutive hours, except on Sundays and holidays which shall be considered from midnight to midnight. From midnight of a holiday or Sunday to the scheduled starting time, pay shall be at 1½ times the

employee's normal hourly rate. This paragraph may be waived with the mutual consent of the City and the Union.

Whenever an afternoon shift goes beyond the midnight hour and into a designated holiday, no overtime rate will apply for those hours past midnight that are part of the normal scheduled shift.

- C) When an employee is called into work at other than his scheduled working time, he shall be paid a minimum of three (3) hours at the appropriate premium rate unless the hours are contiguous with the employee's regularly scheduled work hours, in which case the employee will be paid one and one-half his regular rate for actual hours worked. Employees called in on Sunday or holidays will be paid a minimum of three (3) hours at double time plus the holiday pay.
- D) Double time shall be paid for hours worked on:
 - 1) Sunday (when not a part of the regular scheduled work week) or the employee's seventh day.
 - 2) Holidays and designated holidays. This is in addition to holiday pay.
- E) Time granted for sick leave, funeral leave, holidays, or vacation leave shall be construed as time worked in the computation of overtime.
- F) There shall be no duplication of overtime for the same hours worked, and employees shall not be paid twice for the same hours recorded as hours worked.
- G) Wherever practical, overtime occurring as a result of the extension of normal working hours shall be performed by the employees regularly assigned to the functions continuing beyond the regular quitting time.
- H) Other overtime shall, wherever practical, be distributed equitably among the employees working in the classification in which the overtime occurs and posted within 24 hours of the end of the overtime occurrence. Records of overtime worked shall be maintained by the division for each classification. The records will show overtime worked as well as that charged when employees are not available. Employees will not be charged for overtime while on vacation provided they give at least three (3) days notice and take a minimum of two (2) days vacation time.

Such records shall be reviewed periodically with the Steward in order that reasonable distribution of available overtime will be maintained. On May 1st and November 1st of each year, the amount of accumulated hours shall be reduced to zero for all employees. Both parties recognize that all employees listed on the overtime list will not have the same amount of overtime hours. The Employer agrees to maintain as little difference in overtime hours between employees as possible. Overtime in each classification shall be posted every

two weeks if overtime is worked during the two-week period prior to posting. If no overtime is worked, no new posting will be required.

- I) Overtime occurring in an emergency situation shall be assigned within the discretion of management, with the employees in the division by classification given initial consideration. Errors in the distribution of overtime in or out of a division by classification will be corrected by subsequent distribution of available overtime.

When flagrant abuse in the distribution of overtime occurs, a settlement of the dispute shall be in payment of lost overtime instead of subsequent distribution of overtime available.

- J) Employees who are reassigned to a different shift due to an emergency shall receive time and one-half (1½) for all hours worked in excess of his eight (8) hours within the twenty-four (24) hour work period prior to the shift change.
- K) Employees who are required to cover more than twelve (12) hours of work on a regular scheduled shift and do not report for work for the next regular shift shall be paid for the day by deducting the day from the employee's sick bank. Days so deducted shall not be used to document a case of absenteeism for purposes of discipline.

In the event an employee is called into work for an emergency or other situation within an 8 hour window preceding his next regular shift or following a 12 (or more) hour shift and he is unfit or unable to work his next regular shift, the employee may choose leave time (including sick time) or unpaid leave. The employee's weekly reported hours must be no less than 40 (unpaid leave will not be counted in the minimum requirement). Overtime will be paid consistent with Article 20 – Overtime (A) and unpaid leave will not count toward hours worked for the purpose of overtime calculation.

Each employee may use no more than 32 hours of unpaid leave annually.

The department head and/or approving supervisors have the discretion to extend to other related circumstances, when possible.

ARTICLE 21 - Classifications

- A) Typical work assignments associated with each classification and position are listed in Appendix B. Said Appendix B is not intended to be all inclusive, but is only submitted as a point of reference.
- B) The City acknowledges that the position hyphenated within each classification shall be the primary work responsibility of the appropriate employees.
- C) The City shall have the right to assign an employee to another position in his classification or any lower classification on a temporary basis.

- D) When a new classification is established within the bargaining unit, the City shall notify and meet with the Chapter Chairman, the Vice-Chairman, and the Secretary at least 30 days prior to the establishment of a permanent rate structure. In the event the Union does not agree that the rates established are proper, they shall be subject to negotiations. The City may establish a temporary rate for a period not to exceed ninety (90) days for the new classification.

ARTICLE 22 - Posting of Vacancy

A) Postings

- 1) In the event of a vacancy or newly created position which the Employer elects to fill and for which there is no valid eligible list, the Employer shall post the vacancy or new position at least seven (7) calendar days in all divisions. The posting shall include a description of the qualifications, hours of work, typical duties, division, testing dates (as applicable), and tentative date of appointment. A copy will be given to the Chapter Chairman. The City shall provide the Chapter Chairman with a copy of the test results and notify the successful employee within ten (10) working days after the final testing date.

In the event a written test is conducted a pre-qualification list of written test results shall be established which shall remain valid for a period of one (1) year. Six (6) months after the creation of the pre-qualification list, those employees who failed the written test and those employees who were on probation and thus ineligible at the time the last test was administered may request to be tested. Such requests must be submitted in writing not later than two (2) weeks after the six-month date, as stated in the test notification letter. Employees passing this test shall have their names and test scores added to the pre-qualification list; such test scores will expire on the date the pre-qualification list expires.

When a written test is not administered and a prequalification list is not established, employees who were on approved leave during the entire posting period, and therefore unable to apply, may submit an application within two (2) work days of their return to work and will be considered for the position if interviews have not yet been conducted.

Upon the conclusion of the testing procedures for a classification within a division, an eligible list shall be created which will remain valid for the division for six (6) months from the date certified. Subsequent vacancies in that classification for that division shall be filled from the eligible list. In the event of a vacancy in the same classification as that for which the eligible list was created but in another division, those employees on the pre-qualification list (and those employees in the same classification as the vacancy who are interested in transferring from a different division) will be offered the opportunity to interview for the new vacancy. The resultant eligible list shall remain valid for that division for six (6) months from the

date certified. Employees who decline to be interviewed for the new vacancy shall remain on the pre-qualification list.

Section A.1. shall be subject to renegotiation upon expiration of the collective bargaining agreement.

- 2) A vacancy in a classification or a newly created position within a classification shall be filled in the following order: (a) by employees in the same division with the same classification who work a different shift, (b) by promotion requests within a division and voluntary demotions from within the division, (c) by transfer requests from outside the division from employees with a classification which is equal to or higher than the classification of the vacancy, (d) by promotion requests from another division. The senior qualified employee shall receive the position according to the above procedure.
- B) Employees will be placed in their new classification within eight (8) weeks of being offered the position.
- C) Employees who request and are awarded their classification change shall not be entitled to request any other change for a period of nine (9) months, in the event:
 - 1) The request was for a lower rated classification, or
 - 2) The employee declined during the probationary trial period. In this case, the classification shall promptly be posted.
- D) Employees awarded a classification change shall have a probationary trial period not to exceed three (3) months to qualify for such classification. The Employer may extend the probationary period in one (1) month segments, not to exceed six (6) months. This shall permit the City to disqualify the employee prior to the completion of such probationary trial period where lack of ability to qualify is obvious. Employees who fail to qualify shall be returned to their former classification and schedule without loss of seniority, and shall be given the reasons for their disqualification in writing.
- E) Any employee who feels aggrieved upon disqualification may submit the matter to the grievance procedure, and the City must be able to show that the disqualification was justified.
- F) This posting procedure shall not prevent the City from hiring from the outside whenever qualified applicants are not available.

ARTICLE 23 - Promotions

- A) In the promotion of employees governed by this Agreement to classifications within the bargaining unit, seniority and qualifications will govern.

- B) Qualifications shall be determined by the Employer and will be applied in a fair and equitable manner to all applicants.
 - 1) A standard test process may include but not be limited to written, interview, practical, or combination thereof for each classification, and test questions shall pertain only to duties and responsibilities of that classification. Passing grade shall be told to employee prior to the test.
- C) Upon promotion, the employee will be placed at the lowest pay step in the new classification which represents an increase over their regular pay step.

ARTICLE 24 - Transfers and Demotions

- A) In the event of a vacancy or a newly created position, employees in the same classification as the vacancy shall be given the opportunity to transfer to another division on the basis of seniority according to Article 22, Posting of Vacancy, if the employee requires no more than five (5) days additional training.
- B) Employees who request and are awarded a transfer to an equal classification shall be prohibited from being considered for any other transfer to an equal classification for a period of two (2) years from the date of the original transfer. This provision shall not apply to employees who merely change shifts within a division.
- C) Upon transfer, employees will remain at their current pay step and continue step progression, if applicable, upon their original dates.
- D) Upon demotion, employees will be placed at their current pay step (i.e. Step 3 to Step 3) in the lower classification and continue step progression, if applicable, upon their original dates.

ARTICLE 25 - Temporary Assignments

- A) Temporary assignments calling for the performance of work required by a higher classification for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc. where such assignments exceed one (1) week per assignment, will be granted to one of the three most senior, interested employees, provided he is qualified to perform the work without additional training.
- B) Such employees will receive pay at the lowest pay step in the temporary classification which represents an increase over their regular pay step for all hours worked for performing such work in excess of five (5) consecutive days or in excess of thirty (30) working days within any twelve (12) month period.
- C) Chapter Chairman and the Steward of the affected department will receive notification of all temporary assignments performing bargaining unit work.

ARTICLE 26 - Supervisory Personnel

Supervisory employees shall not perform work normally assigned to Union employees covered by this Agreement. The limitation shall not apply, however, in cases to correct an immediate situation or in the case of the training or instruction of employees involving less than one-half (½) hour of work. Such training and instruction shall include a review of work assignments and diagnostic activities as needed, but shall not be implemented as a pretense for performing bargaining unit work.

Supervisors shall not perform bargaining unit work if any employees in their division are on layoff unless there is an emergency which requires such work.

ARTICLE 27 - Temporary and/or Part-Time Employees

A) Temporary Employees:

- 1) Temporary employees shall be defined as (a) those employees hired on a temporary basis to work full-time for a period not to exceed 20 weeks in any one (1) year, or (b) Interns hired on a temporary basis to work for training purposes up to 40 hours per week and pursuant to the duration requirements of the educational institution. Interns shall not be worked in lieu of hiring full-time employees. The total number of interns shall not exceed 30% of the regular full time employees in a division.
- 2) The total number of temporary employees shall not exceed 30% of the regular full-time employees. The City will provide the Union with the number of budgeted AFSCME positions each fiscal year.
- 3) Temporary employees will only be used to supplement the regular work force when needed.
- 4) Any temporary employee continuing employment after 20 weeks shall be deemed a full-time employee and may join the union, and he shall not obtain any seniority until he has completed three (3) months as a full-time employee.

B) Part-Time, including Co-Op, Employees:

- 1) Part-Time employees shall be defined as those employees hired on a part-time basis and shall not work more than twenty (20) hours per week.
- 2) The total number of part-time employees shall not exceed fifteen percent (15%) of the total work force covered by this Agreement at any one time.

- C) Temporary and/or part-time employees, during their employment under such status, are not entitled to compensation or fringe benefits other than their rate of pay.
- D) Temporary and/or part-time employees shall not be worked overtime in place of available full-time employees.
- E) Employees hired temporarily in the Parks Maintenance Division shall not be subject to this Article from April 1st to October 31st of each year except as provided in Section 27.A.3. However, temporary employees who have completed up to four months in another division may transfer to the Parks Maintenance Division providing 1) they do not work beyond October 31st, 2) that the total number of temporary employees in the Parks Maintenance Division does not exceed the original number of designated temporary positions, and 3) they are performing only Parks Maintenance Division work.
- F) On July 1 the City will notify the Chapter Chairman of the temporary and part-time employees hired.

ARTICLE 28 - Subcontracting

The City will not subcontract work normally performed by bargaining unit personnel, unless:

- 1) The requisite manpower or time, skills, tools, or equipment are not available; or
- 2) The work cannot be as economically performed by the bargaining unit personnel.
- 3) Management will advise the Union of those construction projects involving subcontracting.

ARTICLE 29 - Safety

- A) The City agrees to maintain sanitary, safe, and healthful working conditions in accordance with the Michigan Department of Labor.
- B) The City will maintain adequate and suitable first aid facilities in accordance with the Michigan Department of Labor.
- C) Employees covered hereby, in the performance of their jobs, shall at all times use safety devices and protective equipment which will be furnished to them hereunder and will comply with the safety, sanitary, or fire regulations issued by the City (per Michigan Department of Labor).

- D) The Safety Committee shall be composed of six (6) members: One (1) representative of the Human Resources Department, two (2) members appointed by the City, and three (3) members appointed by the Union. The two (2) members appointed by the City and at least two (2) of the three (3) members appointed by the Union shall serve for one (1) year rotating terms, except the Union Vice-Chairman shall not rotate.

The Safety Committee shall attempt to meet monthly and discuss current safety problems. It shall be the Committee's responsibility to make recommendations on safety to both the City and the Union.

ARTICLE 30 - Training

A) In-Service Training

The City may authorize in-service training programs without loss of pay for employees to take schooling in the interest of the City. In such cases, the employee shall be required to return to the City employment for a specified time after completing said schooling, not to exceed one year.

B) Tuition Reimbursement

- 1) The Tuition Reimbursement program is available to all employees who have successfully completed their initial probationary period.
- 2) Courses must be:
 - Completed from an accredited institution, and
 - Courses leading to an Associate Degree, Bachelor Degree, Master Degree or Certification Program that is organizationally-related.
- 3) Reimbursement will be granted only for pre-approved courses completed with a grade of "C" (2.0) or better.
- 4) 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.
- 5) Maximum reimbursement per employee, per fiscal year, is \$2,500.
- 6) 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.
- 7) 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 (not including layoff) by the City within (1) year of receiving the reimbursement.

C) Other Training

Mandatory training sessions will, as much as possible, be scheduled during regular working hours. If a mandatory training session cannot be scheduled during regular working hours, the employee's regular working hours will be changed to fit the training session hours. Additional training not mandated by the City but beneficial to the City and the employee shall be accommodated by rescheduling the employee's hours so that the employee will attend said training while on normal working hours provided the employee receives advance approval of the department head.

- D) Employees who have completed their initial probationary period and are in the MSE-D Service Technician I, MSE-F, Trade Specialist I or MSE-G, Trade Specialist II classifications in the Fleet Maintenance Division will be reimbursed for the cost of renewing their required State of Michigan mechanic certifications upon submission of requested paperwork.

Fleet Maintenance ASE Certificates

Fleet Maintenance employees in the MSE-D and MSE-F classifications who possess a valid Master Automobile Technician Certificate, and Fleet Maintenance employees in the MSE-G classification who possess a valid Master Truck Technician Certificate issued by the National Institute for Automotive Service Excellence (ASE), shall receive one hundred dollars (\$100) per month. It shall be the responsibility of the employee to pay whatever fees are associated with obtaining and maintaining each ASE certificate, and to provide the Fleet Maintenance Operations Manager with the necessary documents verifying the receipt and maintenance of the Master Technician Certificate.

ARTICLE 31 - Leaves of Absence

Leaves of absence may be granted by the City Manager without pay and without loss of seniority, but with an adjustment for service date (service date is defined as seniority date less any unpaid leave and is used for all wage and fringe benefit calculations) for the following reasons and reasonable periods of time:

- 1) Service in any public elected position, except Troy Municipal, for a period not to exceed two (2) years.
- 2) Medical Leave and Illness (physical or mental) - Not to exceed eighteen (18) months with medical certification to the City, unless retired for permanent disability.
- 3) Personal Leave: Up to thirty (30) days; such leave will not be granted for obtaining other employment. Up to six (6) months for maternity as long as such leave occurs in conjunction with childbirth.
- 4) Educational Leave: Up to six (6) months - no more than one such leave will be granted every two (2) years.

Nothing herein shall be interpreted in conflict with the provisions of the Family Medical Leave Act (FMLA). (Reference Administrative Memorandum 1-P-77 Family and Medical Leave Policy.)

ARTICLE 32 - Military Leave

- A) Any employee who leaves the City's service for compulsory military duty shall be placed on military leave without pay. Such leave to extend through a date of ninety (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 he makes application within ninety (90) days after his release from duty under conditions other than dishonorable and is physically and mentally capable of performing the duties of the position involved. An employee who leaves on Military Leave shall be paid for any accrued vacation time due him at the time he leaves. An employee returning from Military Leave shall have unused sick leave credits restored to him.
- B) The Selective Service Act, as presently existing or as it may be amended from time to time, shall govern the re-employment rights of returning servicemen.
- C) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations will be granted one unpaid leave of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable Federal Laws in effect on the date of this agreement. Such leave must be applied for within one (1) year of reinstatement.
- D) Employees who are in some branch of Armed Forces Reserve or the National Guard will, after completion of their active duty requirement and during their initial enlistment period, be paid the difference between their reserve pay and their regular pay with the City provided proof of service and pay is submitted:
 - 1) When they are on full-time active duty with Reserves or National Guard, not to exceed two weeks in any one year, and
 - 2) When they are activated for a domestic emergency, not to exceed two weeks in any one year.
- E) Employees called involuntarily to active duty as a reservist of the Armed Forces shall, in addition to what is required under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), be provided leave with pay and benefits as described in the Letter of Understanding dated February 21, 2002.

ARTICLE 33 - Jury Leave

An employee may be given necessary time off without loss of pay when performing jury duty or serving as witness under subpoena when not a principal in the suit. All fees paid to an employee for any such service or for serving as witness under subpoena when not a principal in the suit, other than meals or travel allowance, shall be returned to the City. The term "without loss of pay" pertains to a normal forty (40) hour work week.

Employees assigned to the afternoon shift and serving a jury duty assignment which extends beyond one (1) working day may request to be reassigned to the day shift for the duration of their jury duty assignment. Such request will be reviewed on a case-by-case basis and may be approved at the discretion of the Operations Manager.

ARTICLE 34 - Leave for Union Business

- A) Any employee who is elected or appointed to full-time office or position in the International Union or its affiliates which makes it necessary to leave his employment shall retain his seniority and shall accumulate seniority only for the purpose of layoff during the time he holds this position.

The City will grant a leave of absence to employees so elected or appointed upon the request of the Union, with said leave to be reviewed annually on request. No leave shall be granted or extended for a period of more than one (1) year.

- B) Two (2) members of the Union, during each year, elected to attend a conference and/or convention of the International Union, shall (each) be allowed up to one (1) week off without loss of pay to attend such function. Written notice shall be submitted to the Employer by the Local Secretary of the Union at least thirty (30) days in advance.

ARTICLE 35 - Sick Leave and Personal Business Leave

Sick Leave

- A) Seniority employees are allowed one (1) day sick leave credit for each month in service, beginning with the first full calendar month of service. No sick leave will be granted before it has been earned. Unused sick leave credits may accumulate to the total of thirty-six (36) days.
- B) On or before the twentieth of December of each year, an employee will be paid a day's pay for each sick leave day accumulated in excess of thirty-six (36) days as of the last pay period in October of that year, and the balance shall be reduced to a maximum of thirty-six (36) days.
- C) Probationary employees will be credited with sick leave earned after they complete their probationary period.

- D) Upon retirement or upon the death of an employee, unused sick leave credit will be paid to the employee or his beneficiary up to a maximum of thirty-six (36) days. For the purpose of this section, the term "retirement" shall exclude deferred retirement.

Employees being laid off will receive full pay for all of their unused sick leave on the books as of the layoff

- E) Any employee who, because of illness or injury, is off of work for three (3) consecutive days shall be required to submit a physician's certificate indicating that he is capable of returning to work and performing his job prior to his being allowed to return to work.
- F) Employees who, within a twelve (12) month period, use an excess of six (6) sick days shall be required to submit a physician's certificate of illness or injury in order to receive sick leave pay for any day beyond the six days used. Sick days used for which a physician's certificate of illness or injury has been received shall not be counted as part of the first six (6) sick leave days used.
- G) The City shall have the right to send an employee to the clinic before permitting his return to work. If the clinic agrees that the employee is able to return to work, the time spent leaving the worksite, going to clinic, and returning to the worksite during the employee's regular work schedule will be considered working time. If the clinic determines that the employee is not able to return to work, such time spent going to the clinic will be on the employee's own time.
- H) Employees may use sick leave for any legitimate illness or injury to themselves, their spouse, dependent children, or mother or father who reside with the employee, pursuant to Section G above.
- I) Physician shall be defined as a person duly authorized and licensed by the State in which treatment is provided to treat diseases and injuries and to practice medicine.

Personal Business Leave

- J) An employee may be granted up to the number of hours equivalent to three (3) regular work days as paid personal business time in any one calendar year for attending to personal business that cannot be scheduled other than during normal work hours.

In order to be eligible for personal leave days, the employee must receive the Department Head's approval three (3) working days in advance, except in the case of emergency.

Probationary employees are not eligible to take personal business time until the completion of their probationary period.

ARTICLE 36 - Funeral Leave

Employees shall be allowed up to five (5), eight-hour working days or four (4), ten-hour working days if on a four-day work week, as funeral leave days for a death in the immediate family for attending to funeral arrangements and attending the funeral. The immediate family will consist of husband, wife, son or daughter, mother or father, brother or sister, grandchild or grandparent, stepchild or stepparent of the employee or spouse.

If a death occurs of one of these family members while the employee is on vacation, the employee may submit a written request to the City that his status be changed from vacation to funeral leave.

ARTICLE 37 - Suspension of Leaves

The leaves provided in this Agreement of holidays and vacations may be temporarily suspended during any period of emergency declared by the City Manager or designee. Notice of such suspension of leave shall be given to the Chapter Chairman and employee affected with later confirmation in writing.

ARTICLE 38 - Holidays

A) The paid holidays are as follows:

- 1) New Year's Day
 - 2) Good Friday
 - 3) Memorial Day
 - 4) Fourth of July
 - 5) Labor Day
 - 6) Thanksgiving Day
 - 7) Friday after Thanksgiving Day
 - 8) Day before Christmas
 - 9) Christmas Day
 - 10) Day before New Year's
- and three (3) floating holidays.

Employees who don't work on a holiday designated above will be paid their current rate based on a regular eight (8) hour day for said holiday.

B) Should a designated holiday fall on Sunday, Monday shall be considered as the designated holiday. Should a designated holiday fall on Saturday, Friday shall be considered the designated holiday.

- 1) When working a four (4) day, ten (10) hour shift, the following schedule will apply:

Should a designated holiday fall on the employee's 5th day, the employee's 4th day shall be considered as the designated holiday.

Should a designated holiday fall on the employee's 7th day, the employee's 1st day shall be considered as the designated holiday. Should the designated holiday fall on the employee's 6th day, the employee may request to opt for the 4th or the 1st day of his shift to be the designated holiday. Such request must be made no later than three (3) days in advance and secure the approval of the Division Head. The Division Head will answer the request within three (3) days.

- 2) When working a five (5) day, eight (8) hour shift other than Monday through Friday, the following schedule will apply:

Should a designated holiday fall on the employee's 6th day, the employee's 5th day shall be considered as the designated holiday. Should a designated holiday fall on the employee's 7th day, the employee's 1st day shall be considered as the designated holiday.

- C) In order to receive pay for the designated holiday and/or holiday, an employee must not have been absent without leave on either the work day before or after the holiday. Holiday credits are not granted employees on unpaid leaves of absence.
- D) To use the floating holidays, the employee shall give three (3) days prior notice. No more than one third of any Division shall use the floating holidays on the same days. In case of conflict, seniority shall govern the choice of employees to receive the days off.
- E) If an employee assigned to the weekend shift requests to use available leave time to take the day off on Easter Sunday, it will not be denied. Such request must be submitted at least three (3) work days in advance.

ARTICLE 39 - Vacation Leave

- A) Employees shall accrue vacation leave in accordance with the following schedule:
 - 1) Start through 4th anniversary date:
5/6 day vacation credit for each month worked (10 days)
 - 2) 4th through 10th anniversary date:
11/4 days vacation credit for each month worked (15 days)
 - 3) 10th through 18th anniversary date:
1 2/3 days vacation credit for each month worked (20 days)
 - 4) After 18th anniversary date:
2 1/12 days vacation credit for each month worked (25 days)

Any fractional part of a day shall be rounded off to the nearest whole day. For the purposes of this section, an employee must have been paid ten (10) days within a month to accrue vacation leave.

- B) An employee's request for vacation shall be submitted to his Division Head no later than April 1st of each year. In cases where there are conflicts between vacation time and where the number of employees requesting to be off exceeds the number allowable in that department, vacation choice shall be by seniority among the employees involved. Employees with vacation leave credited who do not schedule their vacation prior to April 1st may select available vacation periods without seniority preference. It shall be at the discretion of the Division Head to determine how many employees may be gone at any one time on vacation.
- C) Vacation leave will not be charged for a holiday when that holiday falls within an employee's scheduled vacation.
- D) Vacation leave may be taken for periods of less than one week with the prior approval of the Division Head. Once floating holidays have been taken, vacation time of less than one week may be approved up to a total of five occurrences. Additional occurrences may be taken upon approval of the Division Head on an individual case basis. Vacation approval of less than one week shall not be unreasonably denied.
- E) In January of each year, up to 80 hours of his previous year's unused vacation leave may, at the employee's option, be paid to the employee at his current hourly rate. All other vacation leave must be taken in the calendar year following the year in which it was earned, unless advance written approval for carry-over is obtained from the City Manager.
- F) Rate during vacation: Employees will be paid their current rate based on their regular scheduled day (eight hours) while on vacation and will receive credit for any benefits provided for in this Agreement.
- G) Employees shall be entitled to receive pay for accumulated vacation leave credit, including that accumulated in the current year, upon termination of employment 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, except for the death of the employee.
 - 2) A probationary employee leaves the City prior to the completion of probationary period.
- H) To use vacation leave, the employee shall give three (3) days prior notice. Requests of less than three (3) days notice may be approved at the supervisor's discretion. Notice of approval or denial of requests for vacation leave will be provided within ten (10) working days of the date the request is submitted.

ARTICLE 40 - Job Incurred Injury

This entire section addresses the City's responsibility to an employee who sustains a disabling injury while performing his/her regular duties to make payments which are supplemental to Workers' Compensation benefits. The parties to this Agreement understand that Workers' Compensation benefits are paid in accordance with applicable Workers' Compensation laws of the State of Michigan, but that supplemental payments are made subject to the employee: (1) treating with the City-designated clinic for the first twenty-eight (28) days after the injury, pursuant to the current Michigan Workers' Compensation law (if the Michigan Workers' Compensation law changes, the period will mirror the law), (2) providing periodic updates or reports from the employee's physician if requested by the City, and (3) consent to examination by a third physician when, in the opinion of the City, there is a conflict between the opinion of the City's physician and the employee's physician. The third physician shall be chosen through the mutual agreement of the City's physician and the employee's physician. The opinion of the third physician shall be binding on the City and the employee relative to the supplemental payments under this article.

- A) Any employee who receives a disability in the performance of his work may draw upon any of his leave until Workers' Compensation insurance starts. After Workers' Compensation starts, the City shall supplement the compensation benefits up to the employee's normal salary without loss of any leave. If compensation continues so that the first three (3) days are picked up, the City shall credit the employee with up to five (5) days used. The City's contribution shall continue for a maximum of thirty (30) days, at which time the Short-Term Disability Insurance shall become effective.
- B) The City shall pay 80% of the employee's daily rate (excluding overtime and shift premium) for each day during the first week of job-incurred disability which is not covered by Workers' Compensation benefits. An employee shall be limited to a total of forty (40) hours per calendar year under this section. Any disability claims in excess of the forty (40) hour limit shall be covered by Section A.

ARTICLE 41 - 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 pay period of the employee's accrued leave time shall supplement the insurance payment. If leave time is used to supplement this insurance, a supplement from the City will provide an approximate additional 10% of the employee's gross salary.
- B) Long-term disability insurance will be provided by the City for all employees with three or more years of service at the time of the next opening date of the insurance policy. Eligible employees must also be accepted by the insurance

company. Said insurance shall provide approximately fifty (50) percent of gross salary beginning 12 months after an extended absence due to sickness or accident. If available, a charge of up to eight (8) hours per pay period of the employee's accrued leave time shall supplement the insurance payment. If leave time is used to supplement this insurance, a supplement from the City will provide an approximate additional 10% of the employee's gross salary.

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 two (2) years of their disability. During the second year of the non-duty disability, sick leave only shall accrue. Hospitalization insurance shall be continued during the first full two (2) years of their disability. After two years of non-duty disability, employees shall not accrue additional leave time.

The insurance shall continue until the employee's death, retirement, or return to work. However, in the case of non-duty disability, such coverage shall not exceed a period five (5) years.

- C) Coverage shall be adjusted every six (6) months and shall be based on full \$500 units of base pay.

ARTICLE 42 - Life Insurance

The Life Insurance program shall provide participating employees with \$1,000 of life insurance for each \$1,000 of salary, with a minimum policy of \$14,000. This insurance shall be term insurance with the employee contributing ten (10) cents for each \$1,000 of insurance per pay period. Each employee shall have a policy issued to him. This policy shall provide double indemnity for accidental death.

ARTICLE 43 - Health Insurance

- A) The Employer will provide the following hospitalization and medical insurance for those employees (including legal spouse and dependent children) who elect to be covered:
 - 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 mail order prescription drugs (MOPD).
 - b) \$30 office visit co-pay
 - c) \$50 emergency room co-pay (waived if admitted)
 - d) \$30 chiropractic office visit co-pay
 - e) \$250/\$500 basic deductible
 - 2) Vision care every 12 months
 - 3) An employee who elects to be covered by medical insurance shall contribute 5.0% of the total premium cost by means of a pretax payroll deduction.

- 4) The City may purchase equivalent or better medical insurance from another carrier provided prior notice is given the Union in a special conference.
- B) A dental program for the employee and family, including Class I benefits with a 10% employee co-payment of claims and Class II benefits with a 10% employee co-payment of claims. Said coverage for Class I and Class II shall be 10% employee co-payment of claims up to a maximum coverage of \$1,000 per year. The City will provide orthodontic coverage with a 50% employee co-payment of claims and a \$2,000 maximum lifetime benefit per person to age 19. The City has the right to provide the above-mentioned coverage through a self-funded program.
- C) All employees shall receive insurance policies explaining coverages for all insurance coverage they receive.
- D) Employees who choose not to subscribe to medical insurance will receive \$200 per month.

There shall be a reopener at either party's request on the sole issue of health insurance for July 1, 2018, July 1, 2019 and/or July 1, 2020.

Duplication of City of Troy health insurance benefits is not allowed; if two City of Troy employees are married to each other and both are eligible to enroll in City of Troy health insurance, one of the spouses must opt out of the medical and dental insurance. The spouse who chooses to opt out of employer provided health insurance is not eligible for the cash-in-lieu payment. If an employee and his/her dependent are both eligible to enroll in City of Troy health insurance, the dependent must enroll in his/her own plan.

ARTICLE 44 - Uniforms

- A) The City will furnish to each employee five (5) uniform changes per week and protective clothing as necessary. The City will also make available, as necessary, gloves and boots for the benefit of employees. During summer months, the City shall provide short sleeved or "T" shirts. It is understood between the parties to this Agreement that the City's responsibility under this section is to provide the uniforms and equipment as specified in this section, and the employee's responsibility is to wear said uniforms and utilize such equipment as provided. The employee is also responsible to return said uniforms and equipment Failure to do so will subject the employee to having the cost of such equipment and/or uniforms deducted from his payroll check.
- B) Each fiscal year beginning July 1, 2016 each employee shall be allotted a clothing allowance of three hundred dollars (\$300). Beginning July 1, 2019 the clothing allowance shall be three hundred fifty dollars (\$350). Said allowance shall be spent on the City account at designated vendors.

Each employee may use money credited to his account as provided above to purchase work-related personal safety items, cold weather gear, clothing, related equipment and/or work boots to be used at work, subject to management approval.

It is clearly understood that the clothing allowance has a prospective application and is intended to cover purchases for the entire fiscal year.

- C) Those employees whom the City determines shall not wear uniforms while performing their regular duties shall be paid a monthly allowance equal to the cost of supplying uniforms.

ARTICLE 45 - Longevity

All covered employees hired prior to July 1, 1993 shall receive longevity payments on or before December 20th of each year based on years of continuous City service as of November 30 of the payment year. Employees with 20 or more years of service receive \$2,240.

ARTICLE 46 - Retirement

The Employee's Retirement System Pension Program shall be continued. The City shall furnish each employee a complete copy of the retirement system pension plan and any changes from time to time to the Union and employees.

- A) Defined Benefit Plan: Employees hired before 7/1/98 may participate in the Defined Benefit (DB) plan as explained in Chapter 10 of the Troy City Code which includes the following elements:
 - 1) The employee's contribution will be 1.5% of gross pay
 - 2) Eligibility for normal retirement shall be age 50 with 27 years of service, or age 60 with 10 years of service.
 - 3) Subject to the employee's meeting the requirements of years of service currently provided in Chapter 10 of the City Code, entitled Employees Retirement System, the pension computation factor for employees retiring after 2/16/1998 shall be 2.5% from ages 50-62, and 2.25% for retirement at age 62 and older. Lump sum payments for unused sick leave, provided under Article 35.D, and for accumulated vacation leave credits, as provided in Article 39.G, shall be excluded from the computation of Final Average Compensation (FAC) for all employees.
 - 4) Final average compensation shall be based upon the best 3 of the last 10 years of credited service.

- 5) Members of this Union shall, upon retirement, be offered the opportunity to select a "pop-up provision" which will allow the employee who selects either Option A or Option B, as provided in Section 6.3 of Chapter 10, to return to the straight life pension amount in the event that the employee's designated beneficiary predeceases the employee. The cost of the pop-up provision will be borne by the employee.
- B) Defined Contribution Plan: Employees hired on or after 7/1/98 shall participate in the Defined Contribution (DC) Pension program. The DC plan is elective for employees hired before 7/1/98. (Employees hired between 2/16/98 and 7/1/98 may elect either the DC plan, or Defined Benefit Plan; if they elect the DC plan, contribution rates are the same as for "new employees" as noted below.)
- 1) Contribution rates:

For current employee	Employee - 4%
	Employer - 12%
For employees hired after 7/1/98:	Employee - 5%
	Employer - 11%
For employees hired after 11/17/03:	Employee - 5%
	Employer - 10%
For employees hired after 7/1/13:	Employee - 5%
	Employer - 8%
 - 2) Vesting Schedule for Employer Contributions: Employees hired after 7/1/98 shall be 50% vested in three years, 75% vested at four years and 100% vested at five years. Employees hired before 7/1/98 electing to convert to the DC plan shall be immediately vested.
 - 3) Conversion: Employees hired before 7/1/98 will be given a window period from the date of ratification of the Agreement by both parties until 6/30/98, during which they may opt out of the DB plan and elect participation in the DC plan. The employer may, at its discretion, choose to open a window period again at a later date. Once an employee elects to participate in the DC plan, the decision is irrevocable; the employee cannot revert back to the DB plan.

Employees electing to participate in the DC plan shall have the actuarially determined value of their DB plan rolled over into the DC plan, and shall be immediately vested.
 - 4) 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 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 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 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 benefit.

- 5) 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 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, determined as of the effective date of the employee's death.
- C) The City and employees of this bargaining unit shall continue to participate in the Social Security Act (FICA).
- D) 1) For employees hired prior to July 1, 2006: Upon regular retirement, early retirement, or disability retirement, the City pays 4% of the monthly cost of health care for two person coverage for retiree and spouse (or dependent child) at the time of retirement for each year of credited retirement service, or \$400 per month, whichever is greater.

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.

(Note: Employees who participate in the Defined Contribution pension plan must still meet the age and service requirement specified in the retirement ordinance in order to be eligible for paid retiree health insurance.

A retiree may pay, at his/her own option and expense, the difference between a two-person and family rate.

Retirees (and covered spouses) with City of Troy 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.

In the event that dental insurance is provided to future retirees of other non-Act 312-eligible employee groups, it will also be provided to future eligible retirees of this employee group.

2. Employees hired on or after July 1, 2006 shall participate in the Retirement Health Savings (RHS) plan to fund for the cost of health care in retirement.

- a) Contribution rates: Employee - 2%
Employer - 4%

In the event the Employer contribution changes for the Classified and Exempt employee groups, the same change shall be applied at the same point in time for members for this bargaining unit.

- b) Vesting Schedule for Employer Contributions:
Employees shall be 50% vested in three years, 75% vested at four years and 100% vested at five years.

ARTICLE 47 - Shift/Schedule Differential

- A) A shift differential of fifty (50) cents per hour in addition to the regular rate will be paid for all hours worked to employees who are regularly assigned to the second shift, Monday through Friday.
- B) A shift differential of fifty-five (55) cents per hour will be paid in addition to the regular rate for all hours worked to employees who are regularly assigned to the third shift, Monday through Friday.
- C) A schedule differential of sixty (60) cents per hour in addition to the regular rate will be paid for all hours worked to employees who are regularly assigned to a work schedule other than Monday through Friday.
- D) Such differential shall not be paid to employees working overtime from one shift or schedule into another, e.g. from the first shift into the second.

ARTICLE 48 - Pay Plan

- A) The pay plan and rates for bargaining unit classifications are set forth in Appendix A, attached to this Agreement.
- B) Advancement to the maximum of a classification is based on service and performance. In the event of dispute that an employee has not been properly considered, he may file a grievance stating the reasons why he feels aggrieved, which shall be processed through the grievance procedure.

- C) Method of Payment - employees will be paid by direct deposit every two (2) weeks (bi-weekly)
- D) Employees promoted from within the bargaining unit to another classification within the bargaining unit shall start at Step 1 or the step in their new classification where they will receive the next higher rate above their present pay. Employees so placed shall move to the next step within ninety (90) days, providing the employee passes the probationary trial period.
- E) If an employee successfully completes his probationary period, he shall receive the next scheduled step increase as shown in the salary schedule provided he is not at the top paid rate for his classification. Thereafter, annual step increases will take place on the anniversary date of the date the employee completes his probationary period.

ARTICLE 49 - Back Pay

- A) If the employee fails to receive the correct pay for his specified job classification, and written notice of his claim is filed within fifteen (15) working days of occurrence, or longer if special circumstances are shown to exist, the Employer will reimburse him for the earnings he lost through failure to give him the proper pay for his job classification. In such cases, the approximate difference of monies between the amount the employee received and the amount he should have received shall be paid to him as soon as possible by separate check if the difference exceeds eight (8) hours of regular pay for time worked. The balance of monies due will be paid on the next regular pay day.
- B) No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, less any compensation earned during the period in question. Any claim on the part of the employee against the Employer shall be limited to a claim for back wages.

ARTICLE 50 - Bulletin Boards

The City agrees to furnish bulletin boards for the exclusive use of the Union near the time clock or central work area in any building used as a base of operations by bargaining unit employees. The bulletin board is to be used only for notices of Union meetings, Union elections and results, and social functions in connection with the Local Union. Any other notices the Union desires to post must be approved by the City's representatives prior to being posted. The Union shall designate a person who shall be responsible for all notices posted on the board.

ARTICLE 51 - Address and Phone Number

Employees shall notify the City Human Resources Department of their proper post office address or change of address and their phone number. The City shall be

entitled to rely upon the address and phone number shown upon its records for all purposes. Forms will be supplied by the City.

ARTICLE 52 - Separability and Savings Clause

- A) If any Article or Section of this Agreement or if any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- B) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE 53 - 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.

Inclusion of the foregoing language which is required under Section 15(7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Manager; (2) P.A. 436 of 2012 (Local Financial Stability and Choice Act); or (3) any action of an Emergency Manager which acts to reject, modify, or terminate the collective bargaining agreement.

ARTICLE 54 - Effective Date

This Agreement shall become effective as of July 1, 2016.

ARTICLE 55 - Terms

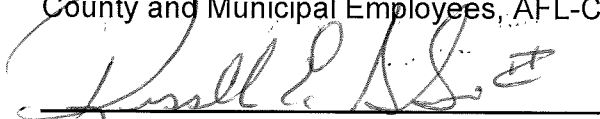
This Agreement shall continue in full force and effect until midnight, June 30, 2021, and shall continue in effect from year to year thereafter, unless either party shall


give the other party at least sixty (60) days written notice, by registered mail, before the end of the term of this Agreement or before the end of any annual period thereafter, of its desire to terminate the same or to change or amend any of its provisions.

Resolution #2016-06-110

FOR THE UNION:

Troy Chapter "C" of Local Union #574
affiliated with Michigan Council #25 and
chartered by the American Federation of State,
County and Municipal Employees, AFL-CIO












FOR THE CITY:

City of Troy, Oakland County, Michigan



Dane Slater, Mayor



Brian Kischnick, City Manager



Aileen Dickson, City Clerk



Jeanette Menig, Human Resources Director

APPENDIX A

Effective July 1, 2016

2.25%

Classification	Start Step 1	Probation Step 2	1 Year Step 3	2 Years Step 4	3 Years Step 5
MSE-A	20.46	23.77	24.22	24.35	24.49
MSE-B	20.73	24.15	24.35	24.60	24.86
MSE-C	20.95	24.16	24.49	24.72	24.96
MSE-D	21.33	24.72	25.05	25.17	25.29
MSE-E	21.90	25.40	25.69	25.93	26.12
MSE-F	22.08	25.57	25.78	25.93	26.12
MSE-G	22.80	26.64	26.78	26.88	26.96
MSE-H	22.80	26.64	26.78	26.88	26.96

Effective July 1, 2017

2.25%

Classification	Start Step 1	Probation Step 2	1 Year Step 3	2 Years Step 4	3 Years Step 5
MSE-A	20.92	24.30	24.76	24.90	25.04
MSE-B	21.20	24.69	24.90	25.15	25.42
MSE-C	21.42	24.70	25.04	25.28	25.52
MSE-D	21.81	25.28	25.61	25.74	25.86
MSE-E	22.39	25.97	26.27	26.51	26.71
MSE-F	22.58	26.15	26.36	26.51	26.71
MSE-G	23.31	27.24	27.38	27.48	27.57
MSE-H	23.31	27.24	27.38	27.48	27.57

Effective July 1, 2018

2.25%

Classification	Start Step 1	Probation Step 2	1 Year Step 3	2 Years Step 4	3 Years Step 5
MSE-A	21.39	24.85	25.32	25.46	25.60
MSE-B	21.68	25.25	25.46	25.72	25.99
MSE-C	21.90	25.26	25.60	25.85	26.09
MSE-D	22.30	25.85	26.19	26.32	26.44
MSE-E	22.89	26.55	26.86	27.11	27.31
MSE-F	23.09	26.74	26.95	27.11	27.31
MSE-G	23.83	27.85	28.00	28.10	28.19
MSE-H	23.83	27.85	28.00	28.10	28.19

Effective July 1, 2019

2.00% plus \$150
lump sum

Classification	Start Step 1	Probation Step 2	1 Year Step 3	2 Years Step 4	3 Years Step 5
MSE-A	21.82	25.35	25.83	25.97	26.11
MSE-B	22.11	25.76	25.97	26.23	26.51
MSE-C	22.34	25.77	26.11	26.37	26.61
MSE-D	22.75	26.37	26.71	26.85	26.97
MSE-E	23.35	27.08	27.40	27.65	27.86
MSE-F	23.55	27.27	27.49	27.65	27.86
MSE-G	24.31	28.41	28.56	28.66	28.75
MSE-H	24.31	28.41	28.56	28.66	28.75

Effective July 1, 2020

2.00% plus \$150
lump sum

Classification	Start Step 1	Probation Step 2	1 Year Step 3	2 Years Step 4	3 Years Step 5
MSE-A	22.26	25.86	26.35	26.49	26.63
MSE-B	22.55	26.28	26.49	26.75	27.04
MSE-C	22.79	26.29	26.63	26.90	27.14
MSE-D	23.21	26.90	27.24	27.39	27.51
MSE-E	23.82	27.62	27.95	28.20	28.42
MSE-F	24.02	27.82	28.04	28.20	28.42
MSE-G	24.80	28.98	29.13	29.23	29.33
MSE-H	24.80	28.98	29.13	29.23	29.33

NOTE: Any adjustment to wages, including hourly rate, shall be effective on the pay period beginning date closest or prior to the date specified in this Agreement.

APPENDIX B

TYPICAL WORK ASSIGNMENTS

Listed below are work assignments normally associated with each classification and position. The listings are NOT all-encompassing. They are supplied in order to provide a general outline of the type and variety of work an employee could be expected to perform in any particular classification.

Classification A

Municipal Service Employee A - General Service Technician

1. Pick-up, delivery, and stocking of parts and supplies.
2. Minor maintenance, repair, and custodial work at DPW and/or Parks facilities and/or equipment.
3. Tire repair on City-owned equipment.
4. Other similar work assignments.

Classification B

Municipal Service Employee B - Engineering Specialist I

1. Participate in all basic activities normally associated with a survey crew, such as chaining, rodman duties, etc.
2. Basic drafting.
3. Recording, coordinating, and filing Engineering plans, specifications, and data.
4. Field investigation and inspection of citizen complaints and minor projects.
5. Other similar work assignments.

Classification C

Municipal Service Employee C - Equipment Operator I

General Duties:

1. Operation and routine maintenance of light power equipment, including but not limited to trucks, tractors, loaders, sewer cleaning equipment, street sweeper, etc.
2. Operation of small hand tools and power equipment, including but not limited to chain saws, boring machines, lawn mowers, jackhammers, etc.
3. General maintenance and labor work.

Typical Streets and Drains Division Duties:

1. Maintenance of all City streets, roadways, and drains.
2. Fabricate and install street signs.
3. Storm and sanitary sewer maintenance and cleanout.
4. Staking underground utilities.
5. Other similar work assignments.

Typical Water and Sewer Division Duties:

1. Sewer and water facilities installation and maintenance.
2. Water service installation and maintenance.
3. Staking underground utilities.
4. Other similar work assignments

Typical Parks and Recreation Department Duties:

1. Preparation and maintenance of all Parks and Recreation facilities, grounds, and equipment.
2. Maintenance of all City lawns and grounds.
3. Opening and closing of graves and maintenance of cemeteries.
4. Fabricate and install park signs.
5. Assist in planting and maintenance of City trees.
6. Other similar work assignments.

Classification D

Municipal Service Employee D - Service Technician I (Fleet Maintenance)

Will perform work in 1 or 2 listed below:

1. Routine automotive and equipment maintenance, service, and minor repair.
2. Procurement and inventory control of parts, equipment, and supplies.

And also:

3. General labor work.
4. Other similar work assignments.

Municipal Service Employee D – Service Technician I (Parks)

1. Routine equipment maintenance, service, and minor repair.
2. Procurement and inventory control of parts, equipment and supplies.
3. Maintain and repair Parks equipment.
4. Maintenance of parks, municipal grounds.

And also:

5. General labor work.
6. Other similar work assignments.

Municipal Service Employee D - Service Technician I (Water)

Will perform work in 1 or 2 listed below:

1. Read, repair, and install water meters.
2. Procurement and inventory control of parts, equipment, and supplies.

And also:

3. General labor work.
4. Other similar work assignments.

Municipal Service Employee D - Golf Course Technician

1. Maintenance of Golf Course grounds.
2. Maintain Golf Course equipment.
3. Sharpen power mowers.
4. Repair small engines.
5. Horticultural activities.
6. General labor work.
7. Other similar work assignments.

Classification E

Municipal Service Employee E - Engineering Specialist II

1. Inspection of street and public utility construction projects.
2. Serve as an instrument man and surveyor on a survey crew.
3. Advanced drafting and calculations.
4. Other similar work assignments.

Classification F

Municipal Service Employee F - Service Technician II

1. Maintenance, service, and repair of sewer pumping and lift stations, and water metering and pressure control installations.
2. General labor work.
3. Other similar work assignments.

Municipal Service Employee F - Trade Specialist I

Will perform specialized work in one of the following areas:

1. Perform automotive and equipment mechanical work at an intermediate level.
2. Perform skilled masonry and block work.
3. Pressure test and chlorinate water mains.
4. Function as a tree artisan, including but not limited to tasks such as trim, prune, plant, identify, cut, climb, graft, and coordinate transplanting operations.

And also:

5. General labor and service work.
6. Other similar work assignments.

Municipal Service Employee F - Park Maintenance Trade Specialist I

1. Repair, maintain, and fabricate small engines, equipment, irrigation equipment and systems, electrical, and plumbing equipment, plus other duties as assigned.
2. General labor work.
3. Other similar work assignments.

Municipal Service Employee F - Equipment Operator II

1. Operate heavy power equipment, including but not limited to a road grader, ditching machine, etc.
2. General labor work.
3. Other similar work assignments.

Classification G

Municipal Service Employee G - Leader

1. Working leaders.
2. Supervision of small work force.
3. Provide training to other employees.
4. General labor work.
5. Other similar work assignments.

Municipal Service Employee G - Trade Specialist II (Fleet Maintenance)

1. Perform automotive and equipment mechanical work at a high level.
2. Perform welding and fabricating.
3. Provide training and supervision to other employees.
4. General service and labor work.
5. Other similar work assignments.

Classification H

Municipal Service Employee H - Engineering Specialist III

1. Supervise survey crew.
2. Perform regular work functions of a survey crew as needed.
3. Provide training to other employees.
4. Other similar work assignments.

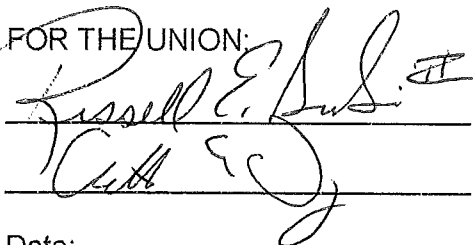
LETTER OF UNDERSTANDING
City of Troy and AFSCME

The City shall make available the option for employees to choose to bank and use compensatory time under the following conditions:

1. Beginning January 1, 2017.
2. Replaces flex-time as described in Article 20 – Overtime.
3. Each employee may choose to be paid overtime in the pay period overtime is worked or to bank compensatory time.
4. Compensatory time cannot be banked for "scheduled" overtime worked, but can be banked for emergency overtime worked.
5. One hour of overtime worked will be banked as 1.5 hours of compensatory time.
6. A maximum of 40 hours can be banked/used per calendar year. The bank does not replenish.
7. Employees will follow the same time off request process as per Article 39 - Vacation Leave, section H.
8. All unused compensatory time will be paid out December 31.

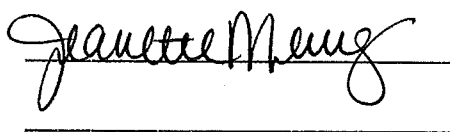
This policy will be in effect for the duration of the 2016-2021 collective bargaining agreement, but will be evaluated annually. Either party may terminate the trial by notifying the other party by November 1. If the trial is terminated, compensatory time can be accrued and used until the end of the current calendar year; the trial will end as of December 31 and will not resume under this agreement.

FOR THE UNION:



Date: _____

FOR THE CITY:



Date: 12/1/16

LETTER OF UNDERSTANDING
City of Troy and AFSCME

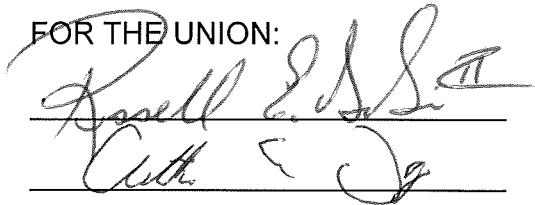
The City and the Union agree for the duration of the 2016-2021 collective bargaining agreement, Article 24 – Transfers and Demotions, Section (D) will be amended as follows:

- D) Upon demotion, employees will be placed at their current pay step (i.e. Step 3 to Step 3) in the lower classification and continue step progression, if applicable, upon their original dates. In the event an employee returns to a position he previously held (and he had attained a higher pay step in the lower classification than he currently holds in the higher classification), he will be placed at the highest pay step he attained in the lower classification, and continue step progression, if applicable, upon his original dates.

Example:

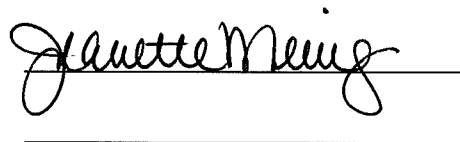
If an employee was MSE-C, Step 5, promoted to MSE-F, Step 2, advanced to MSE-F, Step 3, then demoted to MSE-C, current contract language previously indicated that he would be placed at MSE-C, Step 3. Instead, he will be returned to MSE-C, Step 5, because he previously held that position at this step.

FOR THE UNION:



Date: _____

FOR THE CITY:



Date: 12/1/16

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, July 12, 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 to Declare July 22, 2021 World Fragile X Day in the City of Troy
(Presented by: Mayor Ethan Baker)

D. CARRYOVER ITEMS:

- D-1** No Carryover Items

E. PUBLIC HEARINGS:

- E-1** 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) (Introduced by: Brent Savidant, Community Development Director)

The Mayor opened the Public Hearing. The Mayor closed the Public Hearing after receiving Public Comment from:

Resident	Commented that the path provided is not sufficient
----------	--

Resolution #2021-07-106

Moved by Hamilton

Seconded by Erickson-Gault

WHEREAS, A request has been received for the vacation of a public walkway, approximately 15 feet wide by 125 feet in length, located east of John R Road and north of Big Beaver, abutting 3512 Euclid on the north and 3506 Euclid on the south; and,

WHEREAS, The Planning Commission recommended that this walkway vacation be granted with the retention of underground utility easements;

NOW, THEREFORE, BE IT RESOLVED, The properties **WHICH SHALL BENEFIT** from this requested vacation are Lot 12 (3512 Euclid) and Lot 13 (3506 Euclid) of Beaver Creek Subdivision, Section 24; and

BE IT FURTHER RESOLVED, That the City Council hereby **VACATES** the public the public walkway, approximately 15 feet in width and 125 feet in length, located east of John R and north of Big Beaver, abutting 3512 Euclid on the north and 3506 Euclid on the south, and

BE IT FINALLY RESOLVED, That the City hereby **RETAINS** an easement for underground utility purposes.

Yes: All-7
No: None

MOTION CARRIED

E-2 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 (Introduced by: Brent Savidant, Community Development Director)

The Mayor opened the Public Hearing. The Mayor closed the Public Hearing after receiving Public Comment from:

Mr. Jonna (Petitioner)	Commented in support of the rezoning
------------------------	--------------------------------------

Resolution #2021-07-107
Moved by Baker
Seconded by Hodorek

WHEREAS, The City is in receipt of a rezoning request, from O to BB, File Number Z 2021-0001, comprised of the parcel addressed as 2690 Crooks Road, Parcel Identification Number 88-20-28-101-003, in Section 28;

THEREFORE, BE IT RESOLVED, The proposed rezoning from O to BB, being approximately 4.45 acres in area, is hereby **APPROVED**.

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

Yes: All-7
No: None

MOTION CARRIED

F. PUBLIC COMMENT:

There was a consensus of City Council to waive *Council Rule #15 – Members of the Public and Visitors* allow an email received after 4pm to be read into the record.

Richard Bates	Commented on Item M-2b
Karyn Mroczka	Commented in support of pickleball courts
Peter Pez	Commented in support of pickleball courts
Aseel Elias	Commented in support of pickleball courts
Jenny Martin	Commented in support of pickleball courts
Rick & Michelle Guzzo	Commented in support of pickleball courts
Pam Mackowski	Commented in support of pickleball courts
Denise Barth	Commented in support of pickleball courts
Ellen Prebelich	Commented in support of pickleball courts
Joe Thilman	Commented in support of pickleball courts
Mary Ellen Turner	Commented in support of pickleball courts
Rafi Elsha	Commented in support of pickleball courts
Mark Bergin	Commented in support of pickleball courts
Steve Pasbjerg	Commented in support of pickleball courts
Michael Bloch	Commented in support of pickleball courts
Sharon Schafran	Commented in support of pickleball courts
Susan Holle	Commented in support of pickleball courts
JJ Holle	Commented in support of pickleball courts
Patty Bedard	Commented in support of pickleball courts
Linda Carr	Commented in support of pickleball courts
Dan Van Buhler	Commented in support of pickleball courts
Cheryl Armstrong	Commented in support of pickleball courts
Dave Armstrong	Commented in support of pickleball courts
Michelle Phillips	Commented in support of pickleball courts
Bethany Mosshart	Commented in support of pickleball courts
Tony Sciallo	Commented in support of pickleball courts
Lin	Commented in support of pickleball courts
Susan Stroud	Commented in support of pickleball courts
Dennis Calbeck	Commented in support of pickleball courts
Lori Calbeck	Commented in support of pickleball courts
Hendry Family	Commented in support of pickleball courts
Maureen Pickard	Commented in support of pickleball courts
Beth Messacar	Commented in support of pickleball courts
Ann Balmes	Commented in support of pickleball courts
Kathleen Donovan	Commented in support of pickleball courts
Matt Dahmer	Commented in support of pickleball courts
Matthew Withun	Commented in support of pickleball courts
Nancy Thoenes	Commented in support of pickleball courts
Bob Messacar	Commented in support of pickleball courts
Reichenbach Family	Commented in support of pickleball courts
Robert Dunn	Commented in support of pickleball courts
George Renaud	Commented in support of pickleball courts
Patty Wachowski	Commented in support of pickleball courts
Carol P.	Commented in support of pickleball courts
Marti Forrer	Commented in support of pickleball courts
Dennis & Susan Zacharski	Commented in support of pickleball courts
Kathleen Ryda	Commented in support of pickleball courts
Paula Taylor & Mary Sage	Commented in support of pickleball courts

Brian Blake	Commented in support of pickleball courts
Derek Gullion	Commented in support of pickleball courts
Deb Standerfer	Commented in support of pickleball courts
Ronda Little	Commented in support of pickleball courts
Carla Vaughan	Commented in support of pickleball courts

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

Mayor Baker	Requested that City Manager Miller meet with Mr. Bates regarding his concerns.
Mayor Baker	Commented that among other things that will be discussed during the upcoming City Council strategy session in September, City Council and City Administration will discuss pickleball courts, a cricket pitch, and other recreation funding.
Council Member Hamilton	Commented that outdoor activities could be discussed during the American Rescue Plan funding discussion.
Council Member Abraham	Commented that the pandemic really brought more residents outdoors for recreation, and there has been an increase in demand for trails, pathways, enhancing the Aquatic Center, building a cricket pitch, and pickleball courts. She thanked the residents for their comments. She said that there will be discussions during the strategy session, and leading up to the next budget.
Council Member Chamberlain-Creanga	Commented that a resident that she knows reached out to her regarding pickleball courts, and she is a passionate supporter of recreation. She said that pickleball, cricket and the Aquatic Center are all important items to discuss during strategy discussions. She said that she understands the survey results show other priorities, so perhaps we are missing something from that survey. She suggested taking those results, holding focus groups, and get a wider sense of the priorities of the community, but not wait until November to do this.
Mayor Baker	Commented that there is a consensus of City Council to request a report of next steps from Mr. Miller in regards to the survey results.
Council Member Hodorek	Commented that the City is still in recovery from the difficult decisions that have had to be made over the recent years. She said that the City Council is unable to adjust the millage due to the tax cap amendment to the City Charter, and approximately 10 years ago, we almost had to close down our Recreation Department. She said that since then, our property values have come up and we are finally able to restore services. She said City Council knows pickleball is very popular, but we have to be thoughtful and careful about how we spend our budget money, so we need to consider all the needs of the residents. She said she hears the residents, and Council will balance the desired amenities with a pragmatic approach to spending.

The Meeting **RECESSED** at 9:18 PM.

The Meeting **RECONVENED** at 9:25 PM.

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

J. CONSENT AGENDA:

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

Resolution #2021-07-108-J-1a

Moved by Abraham

Seconded by Hamilton

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

Yes: All-7

No: None

MOTION CARRIED

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

J-2 Approval of City Council Minutes

Resolution #2021-07-108-J-2

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

- a) City Council Minutes-Draft – June 28, 2021

J-3 Proposed City of Troy Proclamations:

Resolution #2021-07-108-J-3

- a) Proclamation Celebrating Star Scout Parker Mills Recipient of the Boy Scouts of America Heroism Honor Award
 b) Proclamation to Celebrate National Disability Independence Day – July 26, 2021

J-4 Standard Purchasing Resolutions:

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

Resolution #2021-07-108-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a one-year contract to provide requirements for Water System Materials to the low bidders as detailed below, 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, 2022.

Core & Main– Shelby Twp., MI	Item #1 Curb Box Items	\$15,188.50
Etna Supply– Grand Rapids, MI	Item #2 Water Service Parts	\$179,477.50
Ferguson Waterworks- Warren, MI	Item #3 Repair Clamps Item #4 Brass Saddles Item #5 Mueller Complete Fire Hydrants Hydrant & Valve Parts	52% List Discount 45% List Discount 45% List Discount 25% List Discount

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

- b) **Standard Purchasing Resolution 1: Award to Low Bidder – Contract 21-03 – SE Section 18 Pavement Rehabilitation**

Resolution #2021-07-108-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** Contract No. 21-03, SE Section 18 Pavement Rehabilitation, to *Pro-Line Asphalt Paving Corp.*, 11797 29 Mile Road, Washington, MI 48895, for their low bid of \$1,089,700.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements, and if additional work is required, such additional work is **AUTHORIZED** in an amount not to exceed 25% of the total project cost.

- c) **Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications and Standard Purchasing Resolution 4: OMNIA Purchasing Cooperative Contract – Community Center Phase II (Sections A, B, C, K, L and M and Alternate Section J) Roof Replacement**

Resolution #2021-07-108-J-4c

RESOLVED, That Troy City Council hereby **AWARDS** contracts for the Community Center Phase II Roof Replacement as per bid specifications to the low bidder meeting specifications, *Lutz Roofing Company, Inc. of Shelby Township, MI* for an estimated total cost of \$964,000 at unit prices contained in the bid tabulation opened June 24, 2021; a copy of which shall be **ATTACHED** to the original Minutes of this meeting, and to *The Garland Company, Inc. of Cleveland, OH*, based on the OMNIA Partners Cooperative Purchasing Contract for \$872,839.33 for an estimated total cost of \$1,836,839.33 with a contingency of \$163,160.67 for a total amount not to exceed \$2,000,000.

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

- d) **Standard Purchasing Resolution 4: Sourcewell Cooperative Purchasing Contract – Upgrade of Disk-Based Backup System**

Resolution #2021-07-108-J-4d

WHEREAS, The Information Technology Department utilizes a disk-based backup system that requires additional capacity and allows for the use of newer technology;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase one (1) EX63000E-SEC encrypted disk backup system from *CDW-G, of Chicago, IL*, through the Sourcewell Cooperative Contract #081419-CDW for the cost of \$55,5000 and one (1) year of maintenance for \$7,550 for an estimated total cost of \$63,050; with ongoing annual maintenance at approximately \$7,550 per year after the initial year.

J-5 2021 Oakland County Local Road Improvement Program – Wilshire Drive – Project No. 20.106.5

Resolution #2021-07-108-J-5

RESOLVED, That Troy City Council hereby **APPROVES** the 2021 Oakland County Local Road Improvement Program agreement between the City of Troy and the Board of Commissioners of the County of Oakland in the amount of \$420,477 at an estimated cost to the City of Troy of \$210,238 for the removal and replacement of select concrete pavement on Wilshire Drive, from Big Beaver to Crooks, and the Mayor and City Clerk are **AUTHORIZED** to execute the agreement, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-6 Temporary Enclosures – A Resolution to Commence Enforcement of Regulations Related to Temporary Enclosures

Resolution #2021-07-108-J-6

WHEREAS, Chapter 39 Zoning Ordinance of the City Code of Ordinances regulates temporary buildings, structures and uses in the City of Troy; and,

WHEREAS, The intent of Chapter 39 is to regulate temporary buildings, structures and uses in the City for many reasons including but not limited to public safety, community character and maintaining property values; and,

WHEREAS, Provisions in Chapter 39 that regulate temporary buildings, structures and uses in the City are restrictive in many ways including hours of operation and duration and the requirement that temporary enclosures are permitted during periods of construction or for special events; and,

WHEREAS, The City of Troy was impacted by the coronavirus (COVID-19), a respiratory disease that can result in serious illness and death.

WHEREAS, To protect Michigan residents from the coronavirus, the Governor of the State of Michigan issued numerous Executive Orders which negatively impacted businesses in the City of Troy, including reduced building capacity and limitations on gathering size; and,

WHEREAS, Based on feedback from many restaurant owners, on September 21, 2020, City Council passed Resolution #2020-09-137, directing City Administration to not enforce provisions of Sections 7.13 and 7.14 of Chapter 39, specifically related to hours of operation and duration and the requirement that temporary enclosures are permitted during periods of construction or for special events; and,

WHEREAS, This action assisted local businesses to convert outdoor patio space to indoor usable area via the construction of temporary enclosures; and,

WHEREAS, This action provided local businesses with the opportunity to generate revenue, attract patrons and stay competitive in spite of reduced building capacity and limitations on gathering size; and

WHEREAS, The City of Troy is no longer restricted by any Executive Order related to the coronavirus;

NOW, THEREFORE, BE IT RESOLVED, City Council hereby **DIRECTS** City Administration to **ENFORCE** provisions of Sections 7.13 and 7.14 of Chapter 39, beginning on November 22, 2021.

BE IT FINALLY RESOLVED, That Troy City Council hereby **DIRECTS** City Administration to initiate a process to inform Troy business owners of this change.

J-7 Request for Acceptance of a Permanent Easement from Robert Esling, III, Sidwell #88-20-19-304-004

Resolution #2021-07-108-J-7

RESOLVED, That Troy City Council hereby **ACCEPTS** a permanent easement for storm sewers and surface drainage from Robert Esling, III, owner of the property having Sidwell #88-20-19-304-004.

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

J-8 Request for Acceptance of a Permanent Easement from Lisa K. Hawkins, Sidwell #88-20-19-304-005

Resolution #2021-07-108-J-8

RESOLVED, That Troy City Council hereby **ACCEPTS** a permanent easement for storm sewers and surface drainage from Lisa K. Hawkins, owner of the property having Sidwell #88-20-19-304-005.

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

J-9 Request for Acceptance of a Permanent Easement from William Gadde, Sidwell #88-20-18-376-035

Resolution #2021-07-108-J-9

RESOLVED, That Troy City Council hereby **ACCEPTS** a permanent easement for sanitary sewer from William Gadde, individually and as trustee of the Revocable Trust Agreement of William Gadde dated March 12, 2014, owner of the property having Sidwell #88-20-18-376-035.

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

J-10 *PolSELLI v. Troy et. al*

Resolution #2021-07-108-J-10

RESOLVED, That Troy City Council hereby **AUTHORIZES** and **DIRECTS** the City Attorney's Office to represent the City of Troy in the *PolSELLI v. Troy et. al* case, Oakland County Circuit Court Case Number 2021-188625-NI, and **AUTHORIZES** the payment of necessary costs and expenses, including the retention of any witnesses (including experts) that are required to adequately represent the Troy defendants.

J-11 Tennille Viau v. Troy et. al

Resolution #2021-07-108-J-11

RESOLVED, That Troy City Council hereby **AUTHORIZES** and **DIRECTS** the City Attorney's Office to represent the Troy defendants in the *Viau v. Troy et. al* case, U.S. District Court, Eastern District of Michigan, Case Number 2:21-cv-11169, and **AUTHORIZES** the payment of necessary costs and expenses, including the retention of any witnesses (including experts) that are required to adequately represent the Troy defendants.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings: None Submitted

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

L. 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

M-2 Department Reports:

- a) 2021 Electric Vehicle Charging Station – Background and Funding Options
- b) Repurposing of the Game Room at the Community Center
- c) 2nd Quarter 2021 Litigation Report

Noted and Filed

M-3 Letters of Appreciation: None Submitted

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

M-5 Notice of Hearing of the Electric Customers of DTE Electric Company Case No. U-20865

Noted and Filed

M-6 Notice of Hearing of the Electric Customers of DTE Electric Company Case No. U-20866

Noted and Filed

M-7 Notice of Hearing of the Electric Customers of DTE Electric Company Case No. U-20871

Noted and Filed

M-8 Notice of Hearing of the Electric Customers of DTE Electric Company Case No. U-21044

Noted and Filed

N. COUNCIL COMMENTS:

N-1 Council Comments

Council Member Erickson-Gault thanked City Manager Miller and Staff for the report on electric vehicle charging stations. She commented that she would like City Council to discuss this topic during the strategy sessions and consider a public-private partnership.

Mayor Baker commented that he encourages City Council to do anything from a policy standpoint to make Troy competitive, and he encourages the public-private partnership.

Council Member Chamberlain-Creangă commented on electric vehicle charging stations and asked about the opportunities for funding opportunities for developers and private property owners. City Manager Miller commented that the report contains a list of potential funding sources. Council Member Chamberlain-Creangă asked if there are opportunities through the DDA and requested input from businesses or from the business survey that was conducted. Assistant City Manager Bruner indicated that they are still working on the business survey.

Council Member Brooks said that the City is behind in providing electric vehicle charging stations in Troy. She encourages the City to explore ways to improve in this area.

Council Member Abraham commented that there are opportunities to explore electric vehicle charging stations during the Joint Special Meeting with the Planning Commission and upcoming discussions on the Master Plan and new developments in the City.

Council Member Hodorek commented that times are changing and it makes sense from a policy standpoint to explore electric vehicle charging stations in the City.

Council Member Brooks announced the Troy Garden Club Garden Walk on Wednesday, July 14, 2021, and tickets are available at the Historic Village from 9:00 AM – 6:00 PM.

Council Member Chamberlain-Creangă commented on the recent severe weather in the area. She asked if there are things residents can do to help prepare for severe weather.

Council Member Chamberlain-Creangă expressed sympathy to the family of the Detroit Fire Department Lieutenant Francis Dombrowski. She thanked the Troy Police Department for their efforts in keeping the community safe.

Council Member Hamilton announced that this Friday is the first Friday in about 10 years that the Troy Public Library will be open to the public and there will be a ribbon cutting to celebrate the event.

Mayor Baker commented that the Friday ribbon cutting will be 10:00 AM on Friday, July 16th at the Troy Public Library.

Mayor Baker thanked the Troy Fire Department and Troy Police Department for their handling of the tanker fire today, and the shooting incident last week.

O. CLOSED SESSION

O-1 No Closed Session

P. ADJOURNMENT:

The Meeting **ADJOURNED** at 9:39 PM.

Mayor Ethan Baker

M. Aileen Dickson, MMC, MiPMC II
City Clerk

2021 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

July 24, 2021 Special Joint with Planning Commission (Training)
November 13, 2021 Special (Strategic Planning)

2021 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

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 CELEBRATING
CARTER KOENIGSKNECHT
SECOND PLACE WINNER IN THE NATIONAL
KIDS IDEA TANK COMPETITION**

WHEREAS, Troy resident **Carter Koenigsknecht** entered a national competition developed by author Lowey Sichol who has written marketing books aimed at kids and is the founder of Kids Idea Tank; and

WHEREAS, **Carter**, a 13-year-old student at Roeper School, discovered the contest information on the author's website. He had a Small Business City Boxes idea that he had thought about and decided to develop it and enter the competition; and

WHEREAS, **Carter's** idea to highlight small businesses in certain cities with a subscription box won second place in the national contest. He has always loved getting subscription boxes, but never knew of any that supported small businesses; and

WHEREAS, It was during the COVID pandemic that **Carter** first thought about the Small Business City Boxes which he hoped would help the smaller struggling local businesses. He plans to market the boxes to area hotels who would use the boxes for their visiting guests to get to know more about the city they are visiting. Subscription buyers could also learn about that month's city and the local small businesses; and

WHEREAS, Carter's idea for the Detroit box would have a "Motor City flavor" with products such as Faygo and Chunk Nibbles. He plans on starting local and as the business grows he hopes to move onto other Midwest cities and eventually the entire United States;

NOW, THEREFORE, BE IT RESOLVED, That the Mayor and City Council of the City of Troy hereby applaud and congratulate **Carter Koenigsknecht** for earning second place in the national Kids Idea Tank contest; and

BE IT FURTHER RESOLVED, That the Mayor and City Council of the City of Troy invite all residents to recognize and celebrate the ingenuity and creativity of **Carter Koenigsknecht**, a future entrepreneur.

Presented this 9th August 2021



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-04a

CITY COUNCIL AGENDA ITEM

Date: July 20, 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
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 4: Sourcewell Purchasing Cooperative – Kubota RTV and Related Accessories

History

- The Parks Division of the Department of Public Works is responsible for the maintenance of the Troy Trail and the trails and pathways throughout City of Troy parks.
- There are currently 2 miles of Troy Trails (not including the future development of the trail at Jaycee Park) and 9 miles of paved pathway throughout the parks.
- In 2020, the Parks Division began maintaining the trails and pathways at the same level as other city owned sidewalks during the winter months by clearing snow and during the warmer months by clearing leaves and debris.
- The purchase of additional equipment will allow for a timelier response to service the trails and pathways during inclement weather.
- There is also opportunity to use this equipment to perform maintenance to the unpaved pathways and routine maintenance throughout the parks.

Purchasing

- Pricing to purchase (2) Kubota RTV utility vehicles and related accessories has been secured from *Flint New Holland, Inc, of Burton, MI*, based on the Sourcewell Purchasing Cooperative Contract #122220 and per the detailed quote #2078041.
- City Council authorized participation in the Cooperative Purchasing Program on November 9, 2020 (Resolution #2020-11-165-J-8).

Financial

Funds are budgeted and available in the DPW-Admin Capital Fund under Project Number 2022C0055 for the 2022 fiscal year. Expenditures will be charged to account number 401.464.7978.010.

Recommendation

City Management recommends waiving the bid process and awarding a contract to purchase two (2) Kubota RTV-X1100CWL with snow plows, rotary brooms, and sand/salt spreaders from, *Flint New Holland, Inc, of Burton, MI* at a unit cost of \$36,580.55 as detailed in the attached quote less the trade-in value of \$7,000 for an estimated total cost of \$66,161.10.

Trantham, Dennis
City of Troy
dennis.trantham@troy.mi.gov
248-524-3503

Quote Provided By
FLINT NEW HOLLAND, INC.
Joe Curtis
3266 EAST BRISTOL ROAD
BURTON, MI 48529
email: fnhjoecurtis@hotmail.com
phone: 8107442030

-- Standard Features --

-- Custom Options --



V Series RTV-X1100CWL-H
*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model Kubota D1105
3 Cyl. 68.5 cu in
+24.8 Gross Eng HP
75 Amp Alternator

TRANSMISSION

VHT-X
Variable Hydro Transmission
Forward Speeds:
Low 0 - 15 mph
High 0 - 25 mph
Reverse 0 - 17 mph
Limited-slip Front Differential
Rear differential lock

HYDRAULICS

Hydrostatic Power Steering
with manual tilt-feature
Hydraulic Cargo Dump
Hydraulic Oil Cooler

FLUID CAPACITY

Fuel Tank 7.9 gal
Cooling 8.3 qts
Engine Oil 4.3 qts
Transmission Oil 1.8 gal
Brake Fluid 0.4 qts

CARGO BOX

Width 57.7in
Length 40.5 in
Depth 11.2 in
Load Capacity 1102 lbs
Vol. Capacity 15.2 cu ft

+ Manufacturer Estimate

KEY FEATURES

Factory Cab w/ A/C, Heater,
Defroster
Fully opening roll-down door
windows
Digital Multi-meter
Speedometer
Pre-wired w/ speakers/antenna for
stereo
Front Independent Adjustable
Suspension
Rear Independent Adjustable
Suspension
Brakes - Front/Rear Wet Disc
Rear Brake Lights / Front
Headlights
2" Hitch Receiver, Front and Rear
Deluxe 60/40 split bench seats
with driver's side seat adjustment
Underseat Storage Compartments
Deluxe Front Guard
(radiator guard, bumper, and lens
guard)

SAFETY EQUIPMENT

SAE J2194 & OSHA 1928 ROPS
Horn
Dash-mounted Parking Brake
Spark Arrestor Muffler
Retractable 2-point Seat Belts

DIMENSIONS

Width 63.2 in
Height 79.5 in
Length 120.3 in
Wheelbase 80.5 in
Tow Capacity 1300 lbs
Ground Clearance 10.4 in
Suspension Travel 8 in
Turning Radius 13.1 ft

Factory Spray-on Bedliner
"L" Models Only

Bright Alloy Wheels (Silver-
painted)
Silver-painted with machined
surface
"S" Models only

TIRES AND WHEELS

Heavy Duty Worksite 25 x 10 - 12, 6 ply

RTV-X1100CWL-H Base Price: \$21,849.00

(1) 50/50 POLY AND STEEL BRUSH KIT V5269-50/50 POLY AND STEEL BRUSH KIT	\$649.00
(1) SKID SHOES V5285-SKID SHOES	\$109.00
(1) 4PT HITCH AND POWER UNIT PNF V5293-4PT HITCH AND POWER UNIT PNF	\$3,329.00
(1) PTO DRIVE AND K-CONNECT V5299A-PTO DRIVE AND K-CONNECT	\$2,339.00
(1) GRILL GUARD ADAPTOR KIT (PTO K- CONNECT) 77700-V5278-GRILL GUARD ADAPTOR KIT (PTO K-CONNECT)	\$105.00
(1) STROBE LIGHT MOUNT KIT 77700-VC5058-STROBE LIGHT MOUNT KIT	\$175.00
(1) REAR WORK LIGHTS / FOR RTV-X1100 K7731-99630-REAR WORK LIGHTS / FOR RTV-X1100	\$129.00
(1) FRONT WORKLIGHTS / FOR RTV-X1100 K7731-99620-FRONT WORKLIGHTS / FOR RTV-X1100	\$179.00
(1) 78" WIDE V-BLADE V5295A-78" WIDE V-BLADE	\$3,469.00
(1) 66" ROTARY BROOM (PTO K-CONNECT) V5266-66" ROTARY BROOM (PTO K-CONNECT)	\$4,089.00
(1) CARGO BOX SAND/SALT SPREADER (10 CU FT) V5005-CARGO BOX SAND/SALT SPREADER (10 CU FT)	\$4,879.00
(1) TURN SIG/HAZARD LGT KIT/RTV-X1100C K7731-99610-TURN SIG/HAZARD LGT KIT/RTV-X1100C	\$299.00
Configured Price:	\$41,599.00
Sourcewell Discount:	(\$9,151.78)
SUBTOTAL:	\$32,447.22
Dealer Assembly:	\$2,578.33
Freight Cost:	\$1,155.00
PDI:	\$400.00

Total Unit Price: \$36,580.55

Quantity Ordered: 1

Final Sales Price: \$36,580.55

**Purchase Order Must Reflect
the Final Sales Price**

**To order, place your Purchase Order directly with the quoting
dealer**

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-04b

CITY COUNCIL AGENDA ITEM

Date: July 20, 2021

To: Mark F. Miller, City Manager

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

Subject: Standard Purchasing Resolution 4: OMNIA Partners Purchasing Cooperative – Closed Circuit Monitoring Equipment and Installation at Troy Family Aquatic Center

History

- The City of Troy has made significant investments to ensure its employees and public are safe while working and visiting a city facility. These investments include access control through ID badge readers for entry and closed-circuit monitoring cameras.
- The City of Troy has several cameras strategically placed at the Troy Family Aquatic Center that are monitored and referenced when necessary.
- The cameras become particularly important when the city must perform an investigation for various reasons.
- City Council approved a major refurbishment to the CCTV system for the Public Works, Fire and Police Training Center, Community Center and a portion of City Hall in fiscal year 2021 (Resolution #2020-09-129-J-4a).
- The existing cameras at the Aquatic Center have reached end of life and are rapidly failing.

Purchasing

- Pricing to furnish and install upgrades and additional devices to the closed-circuit monitoring equipment at the Troy Family Aquatic Center has been secured from *Wadsworth Solutions* through the OMNIA Partners Purchasing Cooperative Contract #R170504 and per the detailed quote MJH21103.
- City Council authorized participation in the Cooperative Purchasing Program on November 9, 2020 (Resolution #2020-11-165-J-8).

Financial

Funds are budgeted and available in the Aquatic Center Capital Fund Project Number 2022C0135 for the 2022 fiscal year. Expenditures will be charged to account number 587.789.7978.010.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Recommendation

City Management recommends awarding a contract to *Wadsworth Solutions, of Southgate, MI* to furnish and install upgrades and additional devices to the closed-circuit monitoring equipment at the Troy Family Aquatic Center for an estimated total of \$87,520 and not to exceed budgetary limitations of \$95,000 based on the OMNIA Partners Purchasing Cooperative Contract #R170504.



PROPOSAL

City of Troy Family Aquatic Center CCTV Refresh

Quote: #MJH21103

To: City of Troy
4693 Rochester Road
Troy, Michigan 48084
Attention: Dennis Trantham

July 12, 2021

All quotations are for acceptance within 30 days. Contracts are not binding until this company has approved buyer's credit.
Unless shown, prices quoted do not include federal or state sales taxes.

Detroit

12154 Dix Toledo Rd.
Southgate, MI 48195
(313) 636-6600

Cleveland

7851 Freeway Circle
Middleburg Heights, OH 44130
(216) 391-7263

Toledo

1500 Michael Owens Way
Perrysburg, OH 43551
(419) 861-8181

Youngstown

909 Sahara Trail, Unit C
Boardman, OH 44514
(419) 861-8181

Scope of Work: Wadsworth Solutions is pleased to present a quotation to provide the City of Troy with a quote to provide an updated CCTV Solutions at the Troy Aquatic Center. Wadsworth Solutions will deploy a Video Expert Pro Storage Server and (11) Pelco Cameras at the Troy Aquatic Center as configured at the other City of Troy Sites.

Wadsworth Solutions will provide (1) Pelco Video Expert Pro 2 48 TB video server. This server will record at 12.5 frames per second and will retain up to 30 days of storage and is scalable. Wadsworth Solutions will also procure, provide, and program (11) Pelco Sarix Enhanced 2 mega pixel fixed cameras with smoked domes, appropriate mounting hardware, (11) Pelco Video Expert 3-year sup camera licenses and (1) 24 port POE+ switch which will be needed for the IP cameras to communicate with the network. This quotation also includes the wire and the labor to pull the wire to each camera location. This quote assumes that there is appropriate path to each camera location. Should the path not be usable there may be an additional cost.

TOTAL AMOUNT FOR EQUIPMENT AND SERVICES LISTED ABOVE:..... \$87,520

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Work to be performed during normal business hours (Monday – Friday, 7:30 a.m. to 4:30 p.m.)
4. Pricing is subject to renegotiations if not accepted in 30 days from date of quotation.
5. This quote does not include any access control.
6. This quote assumes that the pathways to each camera location is in good working order.

Submitted By,

MJ Hill
Senior Account Executive
Tel (419) 873-6907
Fax (419) 861-3282
Cell (419) 654-1867
Email: mjhill@wadsworthsolutions.com

Approved By: _____

Approved On: _____

Purchase Order: _____

Billing Code: _____



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-05

CITY COUNCIL AGENDA ITEM

Date: July 19, 2021

To: Mark F. Miller, City Manager

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

Subject: Request for Recognition as a Nonprofit Organization from Southeastern Michigan Chapter, National Electrical Contractors Association, Inc. (NECA) Education & Research Foundation

History

Attached is a request from Southeastern Michigan Chapter, National Electrical Contractors Association, Inc. (NECA) Education & Research Foundation seeking recognition as a nonprofit organization for the purpose of obtaining a charitable gaming license for fundraising purposes.

Financial

There are no financial considerations associated with this item.

Recommendation

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

SOUTHEASTERN MICHIGAN CHAPTER, NECA, INC.
EDUCATIONAL & RESEARCH FOUNDATION

**2735 BELLINGHAM,
TROY, MI 48083
(248) 720-2727**

July 14, 2021

The Honorable Mayor and City Council Members
City of Troy
500 West Big Beaver
Troy, MI 48084

Dear Mayor and City Council Members:

On behalf of the Southeastern Michigan Chapter NECA Education & Research Foundation, I am submitting the following documents to request "Recognition as a Non-Profit Organization" for the purpose of obtaining a gaming license in the City of Troy for the sale of raffle tickets to benefit our Foundation:

1. Department of Treasury Letter of Determination granting our Foundation exemption from federal income tax [Section 501(c)(3) of the Internal Revenue Code] and classification as a public charity [Section 509(a)(2) of the Internal Revenue Code].
2. Copy of Form #1203
3. Southeastern Michigan Chapter NECA Education & Research Foundation Articles of Incorporation filed on January 14, 2003.
4. Southeastern Michigan Chapter NECA Education & Research Foundation signed and dated Bylaws, including membership criteria.
5. Income Statement for the Twelve Months Ending December 31, 2020.
6. Copy of the submitted State of Michigan Raffle License Application mailed on June 22, 2021.

Our Mission is dedicated to advancing the educational and research needs of the electrical contracting industry in Southeastern Michigan by awarding scholarships to NECA members, their employees, and their family members who wish to further their post-high school education in a field related to the electrical contracting industry. Since our first awards in 2003, the SMCNECA Education and Research Foundation has awarded more than \$728,619.00 in scholarships to further its objectives. We know no other chapter in NECA or any other local construction industry association that can equal that level of support to its members.

The Foundation wishes to sell 300 raffle tickets at a donation of \$100.00 per ticket to our Membership and other Associates of the electrical industry by the end of this year for monthly drawings throughout the year 2022. I am enclosing a sample raffle ticket with the details.

I respectfully request that our Foundation be recognized as a Non-Profit Organization in the City of Troy to gain a State of Michigan License.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Mittelbrun', with a stylized flourish at the end.

Thomas Mittelbrun
Secretary/Treasurer
Southeastern Michigan Chapter NECA
Education & Research Foundation



CITY OF TROY

SOLICITATION – FUND RAISING

Date Received: _____

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

Name of Organization:

Southeastern Michigan Chapter NECA Education & Research Foundation

Phone:

248-720-2727

Local Address:

2735 Bellingham Dr

City/Zip:

Troy/48083

Home Address (if different):

City/Zip:

Name of Parent Organization:

Southeastern Michigan Chapter, NECA, Inc.

Address:

2735 Bellingham Dr., Troy, MI 48083

Local Representative/Officers:

Name	Title	Phone
Robert Marsh	President	313-218-7531
Thomas Mittelbrun	Secretary/Treasurer	248-720-2727
Mark J. Stasa	Director	313-961-0200

Person in Charge of Solicitations: Jayne Thiel

How are funds solicited:

We plan to handle the sale of the raffle tickets at our office during membership meetings, other events, or individuals stopping at the office to purchase. Advertisement for the fundraiser via email to our members and other associates along with posting on our website and social media.

Locations/Dates/Times:

Locations	Dates	Times
Southeastern Michigan Chapter, NECA 2735 Bellingham Dr., Troy, MI 48083 - Membership Meeting	11/11/2021	11 AM - 2 PM
Southeastern Michigan Chapter, NECA 2735 Bellingham Dr., Troy, MI 48083 - Open House	12/10/2021	12 PM - 4 PM
Southeastern Michigan Chapter, NECA 2735 Bellingham Dr., Troy, MI 48083	Various Dates (when individuals come to office to purchase)	8 AM - 4 PM

To what purpose will you put these funds:

These funds will be used to award scholarships to NECA members, their employees, and their family members who wish to further their post-high school education in a field related to the electrical contracting industry.

What is the requested amount for contribution: \$100.00



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

[illegible]



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5760
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

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

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

called to order by _____ on _____
DATE

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

Moved by _____ and supported by _____

that the request from _____ of _____,
NAME OF ORGANIZATION CITY

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

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

gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and
adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL
meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.
BSL-CG-1153(R6/09)

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

MAR 22 2004

Date:

SOUTHEASTERN MICHIGAN CHAPTER NECA
EDUCATION AND RESEARCH FOUNDATION
C/O CURTIS J DEROO
KERR RUSSELL AND WEBER PLC
500 WOODWARD AVE
DETROIT, MI 48226-3427

Employer Identification Number:

30-0134735

DLN:

17053233020033

Contact Person:

RICHIE HEIDENREICH

ID# 75891

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Addendum Applies:

No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that, as indicated in your application, you are a private foundation within the meaning of section 509(a) of the Code. In this letter we are not determining whether you are an operating foundation as defined in section 4942(j)(3).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA). However, since you are a private foundation, you are subject to excise taxes under chapter 42 of the Code. You also may be subject to other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not

Letter 1076 (DO/CG)

SOUTHEASTERN MICHIGAN CHAPTER NECA

necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

You are required to file Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as a Private Foundation. Form 990-PF must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make certain returns available for public inspection for three years after the later of the due date of the return or the date the return is filed. The returns required to be made available for public inspection are Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Nonexempt Charitable Trust Treated as a Private Foundation, and Form 4720, Return of Certain Excise Taxes on Charities and Other Persons Under Chapters 41 and 42 of the Internal Revenue Code. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents must be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

We considered your grant-making procedures under section 4945(g) of the Code. Based on the information submitted and assuming your scholarship program will be conducted as proposed with objectivity and nondiscrimination in award-

SOUTHEASTERN MICHIGAN CHAPTER NECA

ing grants, we determined that your procedures in awarding scholarship grants comply with the requirements of section 4945(g)(1), and that scholarships granted according to these procedures will not be "taxable expenditures" within the meaning of section 4945(d)(3).

This determination is conditioned on the understanding that there will be no material change in the facts upon which it is based. It is further conditioned on the premise that no grants will be awarded to the trust's creators, trustees, or members of the selection committee, or for a purpose that is inconsistent with the purposes described in section 170(c)(2)(B) of the Code.

The approval of your grant-making procedures is a one-time approval of your system of standards and procedures that will result in grants that meet the requirements of section 4945(g)(1) of the Code. Thus, approval will apply to succeeding grant programs only as long as the standards and procedures under which they are conducted do not differ materially from those described in your request.

We have not considered whether grants made under your procedures are excludable from the gross income of recipients under section 117(a) of the Code.

Any funds you distribute to individuals must be made on a true charitable basis in furtherance of the purposes for which you are organized. Therefore, you should maintain adequate records and case histories so that any or all grant distributions can be substantiated upon request by the Internal Revenue Service.

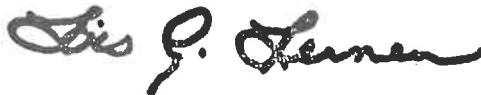
If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

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

OMB No. 1545-0056

Note: If exempt status is approved, this application will be open for public inspection

Read the instructions for each Part carefully.

A User Fee must be attached to this application.

If the required information and appropriate documents are not submitted along with Form 8718 (with payment of the appropriate user fee), the application may be returned to you.

Complete the Procedural Checklist on page 8 of the instructions.

Part I Identification of Applicant

1a Full name of organization (as shown in organizing document) Southeastern Michigan Chapter NECA Education and Research Foundation	2 Employer identification number (EIN) (If none, see page 3 of the Specific Instructions). 30 : 0134735
1b c/o Name (if applicable) Daniel T. Tripp	3 Name and telephone number of person to be contacted if additional information is needed (313) 961-0200 Curtis J. DeRoo
1c Address (number and street) 25180 Lahser Rd.	4 Month the annual accounting period ends December
1d City, town, or post office, state, and ZIP + 4. If you have a foreign address, see Specific Instructions for Part I, page 3. Southfield, MI 48037	5 Date incorporated or formed January 14, 2003
1e Web site address	6 Check here if applying under section: a <input type="checkbox"/> 501(e) b <input type="checkbox"/> 501(f) c <input type="checkbox"/> 501(k) d <input type="checkbox"/> 501(n)
7 Did the organization previously apply for recognition of exemption under this Code section or under any other section of the Code? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," attach an explanation.	
8 Is the organization required to file Form 990 (or Form 990-EZ)? <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach an explanation (see page 3 of the Specific Instructions).	
9 Has the organization filed Federal income tax returns or exempt organization information returns? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," state the form numbers, years filed, and Internal Revenue office where filed.	

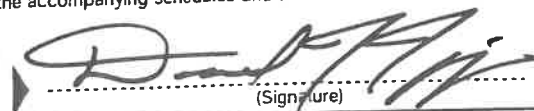
10 Check the box for the type of organization. ATTACH A CONFORMED COPY OF THE CORRESPONDING ORGANIZING DOCUMENTS TO THE APPLICATION BEFORE MAILING. (See **Specific Instructions** for Part I, Line 10, on page 3.) See also Pub. 557 for examples of organizational documents.)

- a ☒ Corporation—Attach a copy of the Articles of Incorporation (including amendments and restatements) showing approval by the appropriate state official; also include a copy of the bylaws.
- b ☐ Trust—Attach a copy of the Trust Indenture or Agreement, including all appropriate signatures and dates.
- c ☐ Association—Attach a copy of the Articles of Association, Constitution, or other creating document, with a declaration (see instructions) or other evidence the organization was formed by adoption of the document by more than one person; also include a copy of the bylaws.

If the organization is a corporation or an unincorporated association that has not yet adopted bylaws, check here ☐

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

Please Sign Here


(Signature)

(Type or print name and title or authority of signer)

8-13-03
(Date)

For Paperwork Reduction Act Notice, see page 7 of the instructions.

Cat. No. 17133K

Part II Activities and Operational Information

- 1 Provide a detailed narrative description of all the activities of the organization—past, present, and planned. **Do not merely refer to or repeat the language in the organizational document.** List each activity separately in the order of importance based on the relative time and other resources devoted to the activity. Indicate the percentage of time for each activity. Each description should include, as a minimum, the following: (a) a detailed description of the activity including its purpose and how each activity furthers your exempt purpose; (b) when the activity was or will be initiated; and (c) where and by whom the activity will be conducted.

See Attached.

- 2 What are or will be the organization's sources of financial support? List in order of size.
- See Attached.**

- 3 Describe the organization's fundraising program, both actual and planned, and explain to what extent it has been put into effect. Include details of fundraising activities such as selective mailings, formation of fundraising committees, use of volunteers or professional fundraisers, etc. Attach representative copies of solicitations for financial support.
- None**

Part II Activities and Operational Information (Continued)

4 Give the following information about the organization's governing body:

a Names, addresses, and titles of officers, directors, trustees, etc.

1. Daniel Tripp, Director, P.O. Box 385, Southfield, MI 48034

2. John Munro, Director, 4850 Downing St., Wixom, MI 48393

3. Art Ashley, Director, 1571 Mapledale, Ferndale, MI 48220

4. John Colley, Director, 50206 Dennis Court, Wixom, MI 48393

5. Tim Shaw, Director, 33200 Schoolcraft, Livonia, MI 48151

b Annual compensation

1. -0-

2. - 5. -- \$ 0. --

c Do any of the above persons serve as members of the governing body by reason of being public officials or being appointed by public officials?

☐ Yes ☒ No

If "Yes," name those persons and explain the basis of their selection or appointment.

d Are any members of the organization's governing body "disqualified persons" with respect to the organization (other than by reason of being a member of the governing body) or do any of the members have either a business or family relationship with "disqualified persons"? (See **Specific Instructions** for Part II, Line 4d, on page 3.)☐ Yes ☒ No

If "Yes," explain.

5 Does the organization control or is it controlled by any other organization?

☒ Yes ☐ No

Is the organization the outgrowth of (or successor to) another organization, or does it have a special relationship with another organization by reason of interlocking directorates or other factors?

☒ Yes ☐ No

If either of these questions is answered "Yes," explain.

See Attached.

6 Does or will the organization directly or indirectly engage in any of the following transactions with any political organization or other exempt organization (other than a 501(c)(3) organization): (a) grants; (b) purchases or sales of assets; (c) rental of facilities or equipment; (d) loans or loan guarantees; (e) reimbursement arrangements; (f) performance of services, membership, or fundraising solicitations; or (g) sharing of facilities, equipment, mailing lists or other assets, or paid employees?

☐ Yes ☒ No

If "Yes," explain fully and identify the other organizations involved.

7 Is the organization financially accountable to any other organization?

☐ Yes ☒ No

If "Yes," explain and identify the other organization. Include details concerning accountability or attach copies of reports if any have been submitted.

Part II Activities and Operational Information (Continued)

- 8 What assets does the organization have that are used in the performance of its exempt function? (Do not include property producing investment income.) If any assets are not fully operational, explain their status, what additional steps remain to be completed, and when such final steps will be taken. If none, indicate "N/A."

N/A

- 9 Will the organization be the beneficiary of tax-exempt bond financing within the next 2 years? ☐ Yes ☒ No

- 10a Will any of the organization's facilities or operations be managed by another organization or individual under a contractual agreement? ☐ Yes ☒ No

- b Is the organization a party to any leases? ☐ Yes ☒ No
If either of these questions is answered "Yes," attach a copy of the contracts and explain the relationship between the applicant and the other parties.

- 11 Is the organization a membership organization? ☐ Yes ☒ No
If "Yes," complete the following:

- a Describe the organization's membership requirements and attach a schedule of membership fees and dues.

- b Describe the organization's present and proposed efforts to attract members and attach a copy of any descriptive literature or promotional material used for this purpose.

- c What benefits do (or will) the members receive in exchange for their payment of dues?

- 12a If the organization provides benefits, services, or products, are the recipients required, or will they be required, to pay for them? ☐ N/A ☐ Yes ☒ No
If "Yes," explain how the charges are determined and attach a copy of the current fee schedule.

- b Does or will the organization limit its benefits, services, or products to specific individuals or classes of individuals? ☐ N/A ☒ Yes ☐ No
If "Yes," explain how the recipients or beneficiaries are or will be selected.

- 13 Does or will the organization attempt to influence legislation? ☐ Yes ☒ No
If "Yes," explain. Also, give an estimate of the percentage of the organization's time and funds that it devotes or plans to devote to this activity.
See Attached.

- 14 Does or will the organization intervene in any way in political campaigns, including the publication or distribution of statements? ☐ Yes ☒ No
If "Yes," explain fully.

Part III Technical Requirements

- 1 Are you filing Form 1023 within 15 months from the end of the month in which your organization was created or formed? ☒ Yes ☐ No
If you answer "Yes," do not answer questions on lines 2 through 6 below.

- 2 If one of the exceptions to the 15-month filing requirement shown below applies, check the appropriate box and proceed to question 7.

Exceptions—You are not required to file an exemption application within 15 months if the organization:

- ☐ a Is a church, interchurch organization of local units of a church, a convention or association of churches, or an integrated auxiliary of a church. See **Specific Instructions**, Line 2a, on page 4;
- ☐ b Is not a private foundation and normally has gross receipts of not more than \$5,000 in each tax year; or
- ☐ c Is a subordinate organization covered by a group exemption letter, but only if the parent or supervisory organization timely submitted a notice covering the subordinate.

- 3 If the organization does not meet any of the exceptions on line 2 above, are you filing Form 1023 within 27 months from the end of the month in which the organization was created or formed? ☐ Yes ☐ No

If "Yes," your organization qualifies under Regulation section 301.9100-2, for an automatic 12-month extension of the 15-month filing requirement. Do not answer questions 4 through 6.

If "No," answer question 4.

- 4 If you answer "No" to question 3, does the organization wish to request an extension of time to apply under the "reasonable action and good faith" and the "no prejudice to the interest of the government" requirements of Regulations section 301.9100-3? ☐ Yes ☐ No

If "Yes," give the reasons for not filing this application within the 27-month period described in question 3. See **Specific Instructions**, Part III, Line 4, before completing this item. Do not answer questions 5 and 6.

If "No," answer questions 5 and 6.

- 5 If you answer "No" to question 4, your organization's qualification as a section 501(c)(3) organization can be recognized only from the date this application is filed. Therefore, do you want us to consider the application as a request for recognition of exemption as a section 501(c)(3) organization from the date the application is received and not retroactively to the date the organization was created or formed? ☐ Yes ☐ No

- 6 If you answer "Yes" to question 5 above and wish to request recognition of section 501(c)(4) status for the period beginning with the date the organization was formed and ending with the date the Form 1023 application was received (the effective date of the organization's section 501(c)(3) status), check here ☐ and attach a completed page 1 of Form 1024 to this application.

Part III Technical Requirements (Continued)

7 Is the organization a private foundation?

☒ **Yes** (Answer question 8.)

☐ **No** (Answer question 9 and proceed as instructed.)

8 If you answer "Yes" to question 7, does the organization claim to be a private operating foundation?

☐ **Yes** (Complete Schedule E.)

☒ **No**

After answering question 8 on this line, go to line 14 on page 7.

9 If you answer "No" to question 7, indicate the public charity classification the organization is requesting by checking the box below that most appropriately applies:

THE ORGANIZATION IS NOT A PRIVATE FOUNDATION BECAUSE IT QUALIFIES:

- | | | |
|----------|--|--|
| a | <input type="checkbox"/> As a church or a convention or association of churches (CHURCHES MUST COMPLETE SCHEDULE A.) | Sections 509(a)(1) and 170(b)(1)(A)(i) |
| b | <input type="checkbox"/> As a school (MUST COMPLETE SCHEDULE B.) | Sections 509(a)(1) and 170(b)(1)(A)(ii) |
| c | <input type="checkbox"/> As a hospital or a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital (These organizations, except for hospital service organizations, MUST COMPLETE SCHEDULE C.) | Sections 509(a)(1) and 170(b)(1)(A)(iii) |
| d | <input type="checkbox"/> As a governmental unit described in section 170(c)(1). | Sections 509(a)(1) and 170(b)(1)(A)(v) |
| e | <input type="checkbox"/> As being operated solely for the benefit of, or in connection with, one or more of the organizations described in a through d , g , h , or i (MUST COMPLETE SCHEDULE D.) | Section 509(a)(3) |
| f | <input type="checkbox"/> As being organized and operated exclusively for testing for public safety. | Section 509(a)(4) |
| g | <input type="checkbox"/> As being operated for the benefit of a college or university that is owned or operated by a governmental unit. | Sections 509(a)(1) and 170(b)(1)(A)(iv) |
| h | <input type="checkbox"/> As receiving a substantial part of its support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public. | Sections 509(a)(1) and 170(b)(1)(A)(vi) |
| i | <input type="checkbox"/> As normally receiving not more than one-third of its support from gross investment income and more than one-third of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions). | Section 509(a)(2) |
| j | <input type="checkbox"/> The organization is a publicly supported organization but is not sure whether it meets the public support test of h or i . The organization would like the IRS to decide the proper classification. | Sections 509(a)(1) and 170(b)(1)(A)(vi) or Section 509(a)(2) |

If you checked one of the boxes **a** through **f** in question 9, go to question 14. If you checked box **g** in question 9, go to questions 11 and 12. If you checked box **h**, **i**, or **j**, in question 9, go to question 10.

MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES

BUREAU OF COMMERCIAL SERVICES

Date Received

(FOR BUREAU USE ONLY)

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Curtis J. DeRoo

Address

500 Woodward Ave., Suite 2500

City

State

Zip Code

Detroit

MI

48226

EFFECTIVE DATE:

Document will be returned to the name and address you enter above.
If left blank document will be mailed to the registered office.

ARTICLES OF INCORPORATION

For use by Domestic Nonprofit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

Southeastern Michigan Chapter NECA Education & Research Foundation

ARTICLE II

The purpose or purposes for which the corporation is organized are:

See Attached

ARTICLE III

1. The corporation is organized upon a Stock basis.
(Stock or Nonstock)
2. If organized on a stock basis, the total number of shares which the corporation has authority to issue is 100 Shares. If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:

All Shares shall have equal voting rights.

ARTICLE III (cont.)

3. a. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")
- b. The description and value of its personal property assets are: (if none, insert "none")
- c. The corporation is to be financed under the following general plan:
- d. The corporation is organized on a _____ basis.
(Membership or Directorship)

ARTICLE IV

1. The address of the registered office is:
- | | | | | |
|--------------------------|-------------------|---|----------|--------------|
| <u>25180 Lahser Road</u> | <u>Southfield</u> | , | Michigan | <u>48037</u> |
| (Street Address) | (City) | | | (ZIP Code) |
2. The mailing address of the registered office, if different than above:
- | | | | | |
|------------------------------|-------------------|---|----------|--------------|
| <u>P.O. Box 385</u> | <u>Southfield</u> | , | Michigan | <u>48037</u> |
| (Street Address or P.O. Box) | (City) | | | (ZIP Code) |
3. The name of the resident agent at the registered office is:
- Daniel T. Tripp

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name

Residence or Business Address

Daniel T. Tripp

25180 Lahser Rd., Southfield, MI 48037

Use space below for additional Article or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

Please see attached:

Article VI - Liability

Article VII - Dissolution

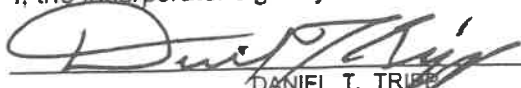
I, the incorporator sign my name this

9

day of

December

, 2002



DANIEL T. TRIPP

Name of person or organization receiving fees:

Preparer's name Business telephone number:

Kerr, Russell and Weber, PLC

Curtis J. DeRoo

(313) 961-0200

INFORMATION AND INSTRUCTIONS

1. This form may be used to draft your Articles of Incorporation. A document required or permitted to be filed under the act cannot be filed unless it contains the minimum information required by the act. The format provided contains only the minimal information required to make the document fileable and may not meet your needs. This is a legal document and agency staff cannot provide legal advice.
2. Submit one original of this document. Upon filing, the document will be added to the records of the Bureau of Commercial Services. The original will be returned to your registered office address, unless you enter a different address in the box on the front of this document.

Since this document will be maintained on electronic format, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This document is to be used pursuant to the provisions of Act 162, P.A. of 1982, by one or more persons for the purpose of forming a domestic nonprofit corporation.
4. Article II - The purpose for which the corporation is organized must be included. It is not sufficient to state that the corporation may engage in any activity within the purposes for which corporations may be organized under the Act.
5. Article III - The corporation must be organized on a stock or non-stock basis. Complete Article III(2) or III(3) as appropriate, but not both. Real property assets are items such as land and buildings. Personal property assets are items such as cash, equipment, fixtures, etc. The dollar value and description must be included. If there is no real and/or personal property, write in "none".
6. A domestic nonprofit corporation may be formed on either a membership or directorship basis. A membership corporation entitles the members to vote in determining corporate action. If organized on a directorship basis the corporation may have members but they may not vote and corporate action is determined by the Board of Directors.
7. Article IV - A post office box may not be designated as the address of the registered office.
8. Article V - The Act requires one or more incorporators. Educational corporations are required to have at least three (3) incorporators. The address(es) should include a street number and name (or other designation), city and state.
9. This document is effective on the date endorsed "filed" by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional article.
10. The Articles must be signed in ink by each incorporator listed in Article V. However, if there are 3 or more incorporators, they may, by resolution adopted at the organizational meeting by a written instrument, designate one of them to sign the Articles of Incorporation on behalf of all of them. In such event, these Articles of Incorporation must be accompanied by a copy of the resolution duly certified by the acting secretary at the organizational meeting and a statement must be placed in the articles incorporating that resolution into them.
11. **FEES:** Make remittance payable to the State of Michigan. Include corporation name on check or money order.

FILING AND FRANCHISE FEE..... \$20.00

To submit by mail:

Michigan Department of Consumer & Industry Services
Bureau of Commercial Services - Corporation Division
7150 Harris Drive
P.O. Box 30054
Lansing, Michigan 48909

To submit in person:

6546 Mercantile Way
Lansing, MI
Telephone: (517) 241-6400

Fees may be paid by VISA or Mastercard when delivered in person to our office.

MICH-ELF (Michigan Electronic Filing System):

First time users: Call (517) 241-6420 or visit our website at <http://www.cis.state.mi.us/bcs/corp/>
Customer with MICH-ELF Filer Account: Send document to (517) 241-9845.

The Department of Consumer & Industry Services will not discriminate against any individual or group because of race sex, religion, age, national origin, color, marital status, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.

NECA

ARTICLES OF INCORPORATION

ATTACHMENT TO ARTICLES OF INCORPORATION

ARTICLE II: PURPOSES. The purpose for which the Corporation is organized are:

- (a) To operate exclusively for the purposes set forth in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), including for such purposes the making of distributions to organizations that qualify as exempt organizations under Code Section 501(c)(3).
- (b) Notwithstanding any other provisions of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Code section 501(c)(3), or by a corporation, contributions to which are deductible under Code Section 170(c)(2).
- (c) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers or other private persons, except that the Corporation shall be authorized to pay reasonable compensation for services rendered and to make payments in furtherance of the purposes set forth in Article II.
- (d) No substantial part of the activities of the Corporation shall be the carrying on or propaganda, or otherwise attempting to influence legislation, (except as provided in Code Section 501(h) and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.
- (e)
 - (1) The Corporation will distribute its income for each tax year at a time and in a manner as not to become subject to the tax on undistributed income imposed by section 4942 of the Code, or the corresponding section of any future federal tax code.
 - (2) The Corporation will not engage in any act of self-dealing as defined in section 4941(d) of the Code, or the corresponding section of any future tax code.
 - (3) The Corporation will not retain any excess business holdings as defined in section 4943(c) of the Code, or the corresponding section of any future federal tax code.

(4) The Corporation will not make any investments in a manner as to subject it to tax under section 4944 of the Code, or the corresponding section of any future federal tax code.

(5) The Corporation will not make any taxable expenditures as defined in section 4945(d) of the Code, or the corresponding section of any future federal tax code.

(f) To receive and administer funds for educational or charitable purposes.

ARTICLE VI: LIABILITY

Limitations of Personal Liability to the Corporation of Volunteers

No member of the Board of Directors of the Corporation who is a volunteer director, as that term is defined in the Michigan Nonprofit Corporation Act (the "Act"), and no volunteer officer shall be personally liable to this Corporation or to its shareholders or members, if any, for monetary damages for a breach of the director's or officer's fiduciary duty, to the fullest extent permissible under the Act; provided, however, that this provision shall not eliminate or limit the liability of a director or officer for any of the following:

- (a) A breach of the director's or officer's duty of loyalty to the corporation or to its shareholders or members, if any;
- (b) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- (c) A violation of Section 551(1) of the Act;
- (d) A transaction from which the director or officer derived an improper personal benefit; and
- (e) An act or omission that is grossly negligent.

If the Act is amended after filing this amended Article to authorize the further elimination of the liability of directors or officers of nonprofit corporations, then the liability of members of the board of directors and of officers of the Corporation in addition to the limitation, elimination and assumption of personal liability contained in this Article, shall be assumed by the Corporation eliminated or limited to the fullest extent permitted by the Act as so amended, except to the extent such limitation, elimination or assumption of liability is inconsistent with the status of the Corporation as an organization described in Section 501(c)(3) of the Code or results in the imposition of tax under Section 4958 of the Code. No

amendment or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any member of the board of directors or officers of this Corporation for or with respect to any acts or missions of such trustee occurring prior to the effective date of any such amendment or repeal.

Assumption of Liability of Volunteers

The Corporation hereby assumes, to the fullest extent possible under the Act all liability to any person other than the Corporation or its shareholders or members, if any, for all acts or omissions of a director who is a volunteer director as defined in the Act, or an officer who is a volunteer officer incurred in the good faith performance of the director's duties as such; provided, however, that the Corporation shall not be considered to have assumed any liability to the extent such assumption is inconsistent with the status of the Corporation as an organization described in Section 501(c)(3) of the Code or results in the imposition of tax under Section 4958 of the Code.

Indemnification

Each person who is or was a trustee, director, member or offices of the Corporation or member of a committee of the Corporation and each person who serves or has served at the request of the Corporation, as a trustee, director, officer, partner, employee or agent to any other corporation, partnership, joint venture, trust or other enterprise shall be indemnified by the Corporation by the Corporation to the fullest extent permitted by the corporation laws of the State of Michigan as they may be in effect from time to time; provided, however, that the preceding shall not require the Corporation to indemnify any person for any liability asserted against and incurred by such person in any such capacity or arising out of his her status as such, whether or not the Corporation would have power to indemnify such person against such liability under the preceding sentence. The Corporation may, to the extent authorized from time to time by the board, grant rights to indemnification to employees or agents of the Corporation and others to the fullest extent provided under the laws of the Sate of Michigan as they may be in effect form time to time.

Article VII: DISSOLUTION

In the event of dissolution or final liquidation of the corporation, the board of directors shall, after paying or making provisions for the payment of all the lawful debts and liabilities of the corporation, distribute all the assets of the corporation to one or more of the following categories of recipients as the board of directors of the corporation shall determine:

(a) a nonprofit organization or organization which may have been created to succeed the corporation, as long as such organization or each of such

organizations shall then qualify as a governmental unit under section 170(c) of the Internal Revenue Code of 1986 or as an organization exempt from federal income taxation under section 501(a) of such Code as an organization described in section 501(c)(3) of such Code; and/or

(b) a nonprofit organization or organizations having similar aims and objectives as the corporation and which may be selected as an appropriate recipient of such assets, as long as such organization or each of such organizations shall then qualify as a governmental unit under section 170(c) of the Internal Code of 1986 or as an organization exempt from federal income taxation under section 501(a) of such Code as an organization described in section 501(c)(3) of such Code.

BYLAWS
OF
SOUTHEASTERN MICHIGAN CHAPTER NECA
EDUCATION & RESEARCH FOUNDATION

ARTICLE I

CORPORATE OFFICES AND AGENT

1. **REGISTERED OFFICES.** The Corporation's registered office shall be in Michigan as indicated in the Articles of Incorporation. The Corporation may change its registered office by resolution of the Board of Directors and by filing the appropriate statement with the appropriate office of the State of Michigan.

2. **RESIDENT AGENT.** The Corporation's resident agent shall be an individual resident in Michigan whose business office or residence is identical with the Corporation's registered office. The Corporation may remove and change its resident agent by resolution of the Board of Directors and by filing the appropriate statement with the appropriate office of the State of Michigan. The resident agent may resign by filing written notice of resignation with the Corporation and with the appropriate office of the State of Michigan. The Corporation shall promptly appoint a successor resident agent upon the resignation of or removal of the resident agent.

3. **STOCK ORGANIZATION.** The Corporation shall operate as a stock entity on a not-for-profit basis pursuant to all the rights and privileges described in the Michigan Non-Profit Corporation Act, as amended (the "Act").

ARTICLE II

SHAREHOLDER

1. **SHAREHOLDER.** The Shareholder of the Corporation shall be the Southeastern Michigan Chapter/NECA.

2. **POWER AND AUTHORITY.** The Shareholder may exercise any power or authority permitted by the Act, these Bylaws or the Articles of Incorporation.

3. **MEETINGS.** Meetings of the Shareholder shall only be held within the State of Michigan.

4. **REGULAR ANNUAL MEETING.** An annual meeting of the Shareholder for the election of directors and the transacting of any other business shall be held each year on or before the 31st of May or within ninety (90) days thereafter as determined by the Board of Directors.

5. **SPECIAL MEETING.** A special meeting of the Shareholder may be called at any time and place by the President or a majority of the Directors.

6. **ORDER OF MEETINGS.** Unless otherwise determined by the presiding officer, the order of business at all meetings of the Shareholder shall be as follows:

- A. Meeting called to order by presiding officer;
- B. Roll call;
- C. Presentation of proof of proper notice of meeting;
- D. Determination that quorum is present;
- E. Reading and approval of minutes of the previous meeting;
- F. Transaction of business; and
- G. Adjournment.

7. **NOTICE OF MEETINGS.** Written notice of the time, place and purpose of every Shareholder meeting shall be given either personally or by mail by an officer of the Corporation not less than ten (10) nor more than sixty (60) days prior to the date of the meeting.

8. **QUORUM AND VOTING.** Presence of the Shareholder of the Corporation shall constitute a quorum at a meeting. The vote of the Shareholders present at a meeting at which a quorum is present constitutes the action of the Shareholder except as otherwise specifically provided by statute, the Articles of Incorporation or these Bylaws.

9. **ADJOURNMENT OF MEETINGS.** Any Shareholder meeting may be adjourned to another time or place (the "Adjourned Meeting") by a vote of the Shareholder. If a meeting is adjourned, notice of the Adjourned Meeting is not required to be given if the time and place of the Adjourned Meeting is announced at the meeting at which the adjournment occurs.

10. **WAIVER OF NOTICE.** The Shareholder may waive notice of the time, place and purpose of any meeting either in person or after the meeting is held. Attendance by the Shareholder at the meeting shall constitute waiver of notice of the meeting.

11. **INSPECTION OF CORPORATION'S BOOKS AND RECORDS.** The Shareholder of the Corporation shall have the right to inspect in person, for any purpose reasonably related to the Shareholder's interest in the Corporation, the Corporation's books and records.

ARTICLE III

BOARD OF DIRECTORS

1. NUMBER, TERM AND ELECTION. A Board of Directors shall manage the Corporation's business and affairs. The Board of Directors of the Foundation may consist of up to seven (7) persons, but not less than three (3) persons. A least fifty-one percent (51%) of the members of the Board of directors shall be comprised of members of the Southeastern Michigan Chapter NECA. Directors shall be elected by the Shareholders and shall hold office for staggered terms of three (3) years, except that the initial Board of Directors shall be divided into three groups with one group holding office for a term of one (1) year, one group holding office for a term of two (2) years and the third group holding office for a term of three (3) years.

2. POWER AND AUTHORITY. The Board of Directors may exercise any power or authority permitted by the Act, these Bylaws or the Articles of Incorporation.

3. RESIGNATION. A Director may resign at any time by written notice to the Corporation. The resignation is effective when received by the Corporation or at a later time as set forth in the notice.

4. REMOVAL. Except as otherwise provided in the Articles of Incorporation, any Director may be removed at any time, with or without cause, by a vote of the Shareholder or Directors.

5. VACANCY. Any vacancy in the Board of Directors may be filled by the remaining Directors.

6. MEETINGS. Board of Directors meetings shall only be held in the State of Michigan.

7. REGULAR ANNUAL MEETING. An Annual meeting of the Directors shall be held each year on or before the 31st day of May or within ninety (90) days thereafter as determined by the Board of Directors.

8. SPECIAL MEETINGS. Special Board of Directors meetings may be held upon notice by the President or a majority of the Directors.

9. NOTICE OF MEETINGS. Written notice of the time, place, and purposes of every Board of Director's meeting shall be given either personally or by mail by the Secretary not less than ten (10) nor more than sixty (60) days before the date of the meeting. Any notice that is mailed shall be deemed to be given when deposited in the United States Mail, with postage fully prepaid, addressed to the Director at the address appearing on the records of the Corporation.

10. ADJOURNMENT OF MEETINGS. Any Board of Directors meeting may be adjourned to another time or place by a fifty-one percent (51%) vote of the Directors present, regardless of whether a quorum is present. If a meeting is adjourned, notice of the adjourned meeting is not required to be given if the time and place of the adjourned meeting is announced at the meeting at

which the adjournment occurs. The Corporation may transact any business at the adjourned meeting which might have been transacted at the original meeting.

11. **WAIVER OF NOTICE.** Any Director may waive notice of the time, place and purpose of any meeting by telegram, cablegram, facsimile, computer mail or other writing either before or after such meeting has been held.

12. **ATTENDANCE AT MEETING.** A Director's attendance at or participation in any Board of Directors meeting waives any required notice to him or her of the meeting unless he or she at the beginning of the meeting, or upon his or her arrival objects to the meeting or the transacting of business at the meeting and does not thereafter vote for or assent to any action taken at the meeting. A Director may participate in a Board meeting by means of conference telephone or similar communications equipment through which all Directors participating in a meeting can communicate with the other Directors. All participants shall be advised of the communications equipment and the names of the participants in the conference shall be divulged to all participants. Participation in a meeting in this matter constitutes presence in person at the meeting. The business to be transacted at or the purposes of an annual or special meeting does not need to be specified in the notice or waiver of notice of the meeting.

13. **QUORUM AND VOTING.** A quorum of the Board of Directors shall consist of a majority of the Directors then in office. The vote of the majority of Directors present at a meeting at which a quorum is present constitutes the action of the Board except as otherwise specifically provided by statute, the Articles of Incorporation or these Bylaws.

14. **APPOINTMENT OF COMMITTEES.** The Board may designate one (1) or more committees, each committee to consist of one (1) or more of the directors of the Corporation. In the absence or disqualification of a member of a committee, the members thereof present at a meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in place of such an absent or disqualified member. A majority of the members of a committee of the Board shall constitute a quorum for transaction of business, unless the Board resolution establishing the committee provides for a larger or smaller number.

15. **COMMITTEE FOR NOMINATION OF DIRECTORS.** The Board of Directors shall establish a Nominating Committee who shall establish a slate of directors to be submitted to the Shareholder for appointment to the Board of Directors.

16. **POWERS OF COMMITTEES.** A committee, to the extent provided in the resolution of the Board, may exercise all powers and authority of the Board in management of the business and affairs of the Corporation. However, such a committee does not have power or authority to do any of the following:

- A. Amend the Articles of Incorporation;
- B. Adopt an agreement of merger or consolidation;

C. Recommend to Directors the sale, lease or exchange of all or substantially all of the Corporation's property and assets;

D. Recommend to the Directors a dissolution of the Corporation or a revocation of a dissolution;

E. Amend the Bylaws of the Corporation;

F. Fill vacancies in the Board of Directors; and

G. Declare a distribution, dividend or to authorize the issuance of stock.

17. **ACTION BY UNANIMOUS WRITTEN CONSENT.** Any action required or permitted to be taken at any Board of Directors meeting or a committee of the Board meeting may be taken without a meeting if, before or after the action, all members of the Board then in office or of the committee consent in writing to the action. The written consent shall be filed with the minutes of the proceedings of the Board or committee. The written consents have the same effect as a vote of the Board or committee.

18. **COMPENSATION.** The Directors of the Corporation shall not be entitled to any compensation for services rendered to the Corporation. However, Managers of the Corporation shall be entitled to reasonable compensation which shall be determined by the Board of Directors of the Corporation.

19. **ORDER OF MEETINGS.** Unless otherwise determined by the presiding officer, the order of business at all Board of Directors meetings shall be:

A. Call of the meeting to order.

B. Roll Call.

C. Presentation of proof of proper notice of meeting.

D. Determination that a Quorum is present.

E. Reading and approval of the minutes of the previous meeting.

F. Reports of Officers.

G. Reports of committees.

H. Transaction of business as set forth in the Notice.

I. Transaction of such other business as may properly come before the meeting.

J. Adjournment.

20. INSPECTION OF CORPORATION'S BOOKS AND RECORDS. Any Director of the Corporation shall have the right to inspect in person, for any purpose reasonably related to the Director's interest in the Corporation, the Corporation's books and records.

ARTICLE III

OFFICERS

1. APPOINTMENT. The Board of Directors shall appoint the officers of the Corporation. The officers shall consist of a President, Vice-President, Secretary and Treasurer. The Board of Directors may also appoint a Chairman of the Board, other Vice-Presidents or other officers and agents as it deems necessary. The terms, powers and duties of such officers and agents shall also be determined by the Board of Directors. Any two (2) or more offices may be held by the same person but an officer shall not execute, acknowledge or verify an instrument in more than one capacity if the instrument is required by law or the Articles of Incorporation to be executed, acknowledged or verified by two (2) or more officers. No officer need be a Director. An officer shall have such authority and shall perform such duties in the management of the corporation as may be provided in these Bylaws, or as may be determined by resolution of the Board of Directors not inconsistent with these Bylaws.

2. TERM, REMOVAL AND RESIGNATION. The officers of the Corporation shall hold office until their successors are elected or until their resignation or removal. Any officer may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors. An officer may resign by written notice to the Corporation. The resignation is effective upon its receipt by the Corporation or at a subsequent time specified in the notice. If any office becomes vacant for any reason, the vacancy shall be filled by the affirmative vote of a majority of the Board of Directors.

3. PRESIDENT. The President shall be the chief operating officer of the Corporation. The President shall be the presiding officer at all meetings of the Board of Directors and Shareholders. The President shall perform all of the duties usually appertaining to the office of President and chief operating officer of a Corporation. The President shall have general charge, subject to the Board of Directors, of the business affairs of the Corporation. The President shall have such other powers and duties as may be assigned by the Board of Directors.

4. VICE-PRESIDENT. In the event the Board of Directors shall appoint a Vice-President, the Vice-President shall perform all the duties usually appertaining to that office, subject to the control of the President. The Vice-President shall also exercise the duties of the President in the absence of the President; provided, if there is more than one Vice-President, the Board of Directors shall decide who shall exercise the duties of the President in the absence of the President. The Vice-President shall also perform any other duties as assigned by the Board of Directors.

5. SECRETARY. The Secretary shall attend and keep the minutes of the Directors' meetings. The Secretary shall have custody of the corporate seal and all records, papers, books and files of the Corporation, except the books of account. The Secretary shall issue notice of all meetings

required by the Bylaws, affix the corporate seal to all instruments of the company requiring the same and attest the same by his or her signature whenever such attestation shall be required. The Secretary shall perform all of the duties usually appertaining to the office of Secretary of a Corporation, subject to the control of the President. The Secretary shall also perform any other duties as assigned by the Board of Directors.

6. ASSISTANT SECRETARY. In the event the Board of Directors shall appoint an Assistant Secretary, the Assistant Secretary shall at all times act as an assistant to the Secretary and have such powers and perform such duties as shall be assigned to him by the Secretary or Board of Directors. The Assistant Secretary shall possess the powers and perform the duties of the Secretary in the absence or disability of the Secretary. If the Secretary and Assistant Secretary are at the same time absent or unable to perform their duties, the Board of Directors may appoint a Secretary pro tempore with powers and duties to act as Secretary during the absence and disability of both the Secretary and Assistant Secretary.

7. TREASURER. The Treasurer shall have the custody of all corporate funds and securities. The Treasurer shall keep in books belonging to the Corporation, full and accurate accounts of all receipts and disbursements. The Treasurer shall deposit all monies, securities and other valuable effects in the name of the Corporation, in such depositories as may be designated for that purpose by the Board of Directors. The Treasurer shall disburse funds of the Corporation as ordered by the Board, taking vouchers for such disbursements, and shall render to the President and Directors at the regular meetings of the Board, and whenever requested by them, an account of the Corporation. The Treasurer, subject to the control of the President, shall also perform all duties incident to the office of Treasurer. The Treasurer shall also perform additional powers and duties as may be assigned by the Board of Directors.

8. EXECUTION OF INSTRUMENTS. The Board of Directors shall have the power to designate the officers and agents who shall have the authority to execute any instrument on behalf of the Corporation. When the execution of any contract, conveyance, or other instrument has been authorized without specification of the officers authorized to execute, the President or the Vice-President and the Secretary or the Treasurer may execute the same in the name and on behalf of the Corporation and may affix the corporate seal thereto.

ARTICLE IV

INDEMNIFICATION

1. DIRECTORS, OFFICERS AND AGENTS: ACTING IN GOOD FAITH. Except as otherwise provided in the Articles of Incorporation and subject to all of the other provisions of this Article, the Corporation may indemnify any person who was or is a party to or is threatened to be made a party to a threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, other than an action by or in the right of the Corporation, by reason of the fact that the person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, business corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not for profit, against expenses including attorneys' fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by them in connection with the action, suit or proceeding, if the person acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the Corporation, and regarding a criminal action or proceeding, if the person had no reasonable cause to believe their conduct was unlawful. The termination of an action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption the person did not act in good faith and in a manner which they reasonably believed to be in or not opposed to the best interests of the Corporation and, regarding a criminal action or proceeding, had reasonable cause to believe their conduct was unlawful.

2. DIRECTORS, OFFICERS AND AGENTS: BASED ON COURT ORDER. Except as otherwise provided in the Articles of Incorporation and subject to all of the provisions of this Article, the Corporation may indemnify any person who was or is a party to or is threatened to be made a party to a threatened, pending, or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact they are or were a director, officer, employee or agent of the Corporation, or are or were serving at the request of the Corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, business corporation, partnership, joint venture, trust, or other enterprise whether for profit or not against expenses, including actual and reasonable attorneys' fees, and amounts paid in settlement incurred by them in connection with the action or suit if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the Corporation. Indemnification, however, shall not be made for a claim, issue, or matter in which the person has been found liable to the Corporation unless and only to the extent that the court in which the action or suit was brought has determined upon application that, despite the adjudication of liability but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnification for expenses which the court considers proper.

3. ACTUAL AND REASONABLE EXPENSES. Except as otherwise provided in the Articles of Incorporation, this Article or as provided by law, to the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of an action, suit, or proceeding referred to in Sections 1 or 2, or in defense of any claim, issue, or matter in the action, suit, or proceeding, he or she shall be indemnified against expenses, including actual and

reasonable attorneys' fees, incurred by them in connection with the action, suit, or proceeding and in any action, suit or proceeding brought to enforce the mandatory indemnification provided in this Section 3.

4. **DETERMINATION AND EVALUATION OF PAYMENTS.** Any indemnification under Sections 1 or 2, unless ordered by a court, shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because they have met the applicable standard of conduct set forth in Sections 1 or 2. This determination and evaluation shall be made in any of the following ways:

A. By a majority vote of a quorum of the Board consisting of directors who are not parties or threatened to be made parties to the action, suit, or proceeding.

B. If a quorum cannot be obtained under subsection A, by majority vote of a committee duly designated by the Board and consisting solely of 2 or more directors not at the time parties or threatened to be made parties to the action, suit, or proceeding.

C. By independent legal counsel in a written opinion.

In the designation of a committee under subsection B, all directors may participate. If a person is entitled to indemnification under Sections 1 or 2 of these Bylaws for a portion of expenses, including attorneys' fees, judgments, penalties, fines, and amounts paid in settlement but not for the total amount thereof, the Corporation may indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.

5. **DISCRETIONARY REIMBURSEMENTS.** The Corporation may pay or reimburse the expenses incurred by a director, officer, employee, or agent who is a party or threatened to be made a party to an action, suit, or proceeding in advance of final disposition of the proceeding if all of the following apply:

A. The person furnishes the Corporation a written affirmation of their good faith belief that they have met the applicable standard of conduct set forth in Sections 1 and 2.

B. The person furnishes the Corporation a written undertaking, executed personally or on their behalf, to repay the advance if it is ultimately determined that they did not meet the standard of conduct. The undertaking required by this subsection must be an unlimited general obligation of the person but need not be secured.

C. A determination is made that the facts then known to those making the determination would not preclude indemnification under the Michigan Business Corporation Act.

Determinations of payments under this section shall be made in the manner specified in Section 4.

6. **INSURANCE.** The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, or agent of another

corporation, business corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against them and incurred by them in any such capacity or arising out of his or her status as such, whether or not the Corporation would have power to indemnify them against such liability under Sections 1 and 2.

7. NON-EXCLUSIVITY OF RIGHTS. The indemnification or advancement of expenses provided under this Article IV is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under the Articles of Incorporation, Bylaws, or a contractual agreement.

8. LIMITATIONS ON INDEMNIFICATION. The total amount of expenses advanced or indemnified from all sources shall not exceed the actual amount of expenses incurred by the person seeking indemnification or advancement of expenses.

9. CONTINUATION OF INDEMNIFICATION. The indemnification provided for in this Article IV continues as to a person who ceases to be a director, officer, employee or agent and shall inure to the benefit of the heirs, personal representatives, and administrators of such person.

10. CORPORATION. For the purposes of this Article IV, references to the corporation shall include all constituent corporations absorbed in a consolidation or merger and the resulting or surviving corporation or business corporation, so that a person who is or was a director, officer, employee or agent of the constituent corporation or is or was serving at the request of the constituent corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise whether for profit or not shall stand in the same position under the provisions of this Article IV regarding the resulting or surviving corporation or business corporation as the person would if they had served the resulting or surviving corporation or business corporation in the same capacity.

11. OTHER DEFINITIONS. For the purpose of this Article IV, "other enterprises" shall include employee benefit plans; "fines" shall include any excise taxes assessed on a person pertaining to an employee benefit plan; and "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by the director, officer, employee, or agent with respect to an employee benefit plan, its participants or its beneficiaries; and a person who acted in good faith and in a manner they reasonably believed to be in the interest of the participants and beneficiaries of any employee benefit plan shall be considered to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in Article IV, Sections 1 and 2.

ARTICLE V

MISCELLANEOUS PROVISIONS

1. CORPORATION BOOKS AND RECORDS. The Corporation shall keep books and records of account and minutes of the proceedings of its board and executive committee, if any. These books, records, and minutes may be kept outside of Michigan.

2. CHECKS. All checks, drafts, orders for the payment of money, notes or evidences of indebtedness issued in the name of the Corporation shall be signed by such officer, officers, agent or agents of the Corporation, and in such manner, as shall be determined by action of the Board of Directors.

3. FISCAL YEAR. The fiscal year of the Corporation shall end on December 31 of each year.

4. SEAL. The Board of Directors may, in their discretion, obtain a corporate seal for this Corporation which shall be an impression upon paper or wax of a circular device, within which shall be the words "Corporate Seal" surrounded by the name of the Corporation and the word "Michigan" within containing circumferential lines. Said seal may be used by causing it or a facsimile thereof to be impressed, affixed or reproduced.

5. VOTING STOCK IN OTHER CORPORATIONS. Unless otherwise voted by the Board of Directors, the President shall have full power and authority, on behalf of this Corporation, to attend, to act and to vote at any meetings of stockholders of any corporation in which this Corporation may hold stock, and at any such meeting, shall possess and may exercise any and all rights and powers incident to the ownership of such stock and which, as the owner thereof, the Corporation might have possessed and exercised if present. The Board of Directors, by resolution, may confer like powers upon any other person or persons.

6. AMENDMENT OF BYLAWS. Either the Shareholder or the Board of Directors may propose changes to the Bylaws. However, these Bylaws may be adopted, amended, altered, changed, added to or repealed only by the affirmative vote of the Shareholder at a regular or special meeting of the Shareholder.

ADOPTED THIS 17 DAY OF December, 2002.

SMC/NECA Educ & Research Foundation
Income Statement
For the Twelve Months Ending December 31, 2020

	Current Month		Year to Date	
Revenues				
Income	\$ 0.00	0.00	\$ 0.00	0.00
Gain/Loss on Investments	23,209.40	100.00	44,901.19	38.97
Donations	0.00	0.00	70,315.00	61.03
Total Revenues	23,209.40	100.00	115,216.19	100.00
Cost of Sales				
Total Cost of Sales	0.00	0.00	0.00	0.00
Gross Profit	23,209.40	100.00	115,216.19	100.00
Expenses				
Insurance	0.00	0.00	0.00	0.00
Grants	0.00	0.00	0.00	0.00
Scholarships	8,000.00	34.47	30,814.00	26.74
Legal	0.00	0.00	1,925.00	1.67
Misc Expenses	408.66	1.76	22,107.75	19.19
Taxes	0.00	0.00	0.00	0.00
Total Expenses	8,408.66	36.23	54,846.75	47.60
Net Income	\$ 14,800.74	63.77	\$ 60,369.44	52.40

Southeastern Michigan Chapter, NECA Education & Research Foundation Cash Flow Statement (Income)

Fiscal year begins: 1/1/2020													Average Monthly Cash on Hand
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
	01	02	03	04	05	06	07	08	09	10	11	12	12
Cash on Hand (beginning of month)	489,717.18	476,222.42	450,386.84	392,423.80	423,446.22	434,015.90	468,242.35	483,733.45	498,514.18	504,283.29	498,370.43	535,285.88	471,253.50
Cash Receipts													
2020 Golf Registration/Sponsors									29,735.00	14,580.00			44,315.00
2020 Pheasant Hunt Registration/Sponsors													2,250.00
Investments			2,250.00						-8,674.31	-5,530.09	41,582.16	23,209.40	41,948.44
SMCNECA Board of Directors Donation				32,563.32	12,894.43	9,548.48	21,957.40	10,942.11					25,000.00
Adjustments - Write Off O/S Checks						25,000.00			2,955.75				2,955.75
Total													116,469.19
Average													480,959.26
Total Cash Available (before cash out)	489,717.18	478,534.94	450,728.07	392,768.97	424,987.12	436,340.65	468,564.38	490,199.75	524,410.56	507,775.62	498,753.20	539,952.59	476,284.28
Total Accounts Payable		2,312.52	341.23	345.17	1,540.90	2,324.75	322.03	6,466.30	25,496.38	3,492.33	382.77	4,666.71	4,674.98
Cash Position (end of month)	489,717.18	476,222.42	450,386.84	392,423.80	423,446.22	434,015.90	468,242.35	483,733.45	498,914.18	504,283.29	498,370.43	535,285.88	476,284.28

Southeastern Michigan Chapter, NECA Education & Research Foundation Cash Flow Statement (Expenses)

Fiscal year begins: 1/1/2020	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
	01	02	03	04	05	06	07	08	09	10	11	12	
	12	11	10	09	08	07	06	05	04	03	02	01	
*2020 Pheasant Hunt Registration/Sponsors													1,250.00
Advisory Fees													4,186.02
American Graphics													445.20
Central Michigan University - B. Jorde Scholarship													3,500.00
Central Michigan University - L. Schweiger Scholarship													1,500.00
Ferris State University - B. Bender Scholarship													3,500.00
Kerr, Russell & Weber													1,925.00
Macomb Comm. College - F. Licavoli Scholarship													514.00
Michigan State University - M. Daniels Scholarship													1,880.00
Michigan State University - G. Ellison Scholarship													2,000.00
Northern Michigan University - L. Pettinger Scholarship													1,500.00
Oakland University - Golf Outing													2,000.00
PNC Credit Card - Schwartzoff Golf Outing Expense													945.79
PNC Credit Card - Thiel Golf Outing Expense													362.18
Saginaw Valley State University - J. Schweiger Scholarship													3,500.00
Saginaw Valley State University - M. Gibbons Scholarship													3,500.00
Saginaw Valley State University - M. Harris Scholarship													3,000.00
State of Michigan													20.00
The University of Alabama at Birmingham-R. Fleisch Scholarship													3,500.00
University of MI - G. Vanden Bossche Scholarship													1,000.00
University of Michigan-Dearborn - S. Bender Scholarship													2,000.00
Adjustments - Write Off O/S Items													3.00
Total	0	2,312.52	341.23	345.17	1,540.90	2,324.75	322.03	6,466.30	25,496.38	3,492.33	382.77	4,666.71	56,099.75

*Refunded Madison Electric \$1,000.00 Sponsorship &
North Electric Supply \$250.00 Sponsorship. Caniff Electric
Donated \$1,000.00



GRETCHEN WHITMER
GOVERNOR

State of Michigan
Bureau of State Lottery
101 E. Hillsdale • P.O. BOX 30023 • Lansing, Michigan 48909
www.michigan.gov/cg • (517) 335-5780 • FAX (517) 267-2285



BRIAN NEILL
COMMISSIONER

June 29, 2021

Organization ID: 141057

Robert Marsh
SMC NECA Education & Research Foundation
2735 Bellingham
Troy, MI 48083



Dear Robert Marsh:

We have received documentation to qualify your organization as a Local Civic organization to conduct licensed gaming events as allowed by Act 382 of the Public Acts of 1972, as amended.

If the Foundation is applying, all of the below must be submitted in the Foundation's name. If the SEM Chapter of the NECA is applying, they must qualify under the service category, see attached qualification requirements.

To complete the qualification process for the Foundation, please submit the following information:

- ✓1. A copy of the organization's current bylaws or constitution, including membership criteria, signed and dated by your principal officer.
- ✓2. A copy of the letter from the IRS stating the organization is exempt from federal income tax under IRS code 501(c) or copies of one bank statement per year for the previous five years, excluding the current year, from 6/29/2016 to 6/29/2020.
- ✓3. If incorporated, a complete filed copy of your Articles of Incorporation, including all amendments.
- 4. A copy of a resolution passed by the local government stating the organization is a recognized nonprofit organization in the community; form enclosed.
- ✓6. A revenue and expense statement for the previous 12 month period to prove all assets are used for charitable purposes, i.e. 990's, treasurer's report, audit. Do not send check registers or cancelled checks. Explain the purpose of each expenditure made to an individual. Once the organization has conducted licensed gaming events, the Bureau may require the organization to provide additional proof that all assets are being used for charitable purposes.
- 6. A provision in the bylaws, constitution, or Articles of Incorporation, that all assets, and real property will revert to the local government or another nonprofit organization should the organization dissolve.
- 7. A written statement defining your membership criteria, if any. The charitable gaming rules require the licensed gaming event chairperson(s) be a bona fide member for 6 months. If you do not have general membership criteria, your chairperson(s) must be members of your board of directors.
- ✓6. Proof of a current bank account in the name of the organization.

Also, we have reviewed your application for a Combination Raffle license. However, we are unable to process your application without the following information:

1. A new raffle ticket that includes the information requested on the enclosed Raffle Ticket Correction Sheet.

***The organization applying must be listed as the raffle sponsor, not just who the proceeds will benefit.

Please enclose a copy of this letter with the requested information and mail, fax to 517/267-2285, or email to CG-Additional-Info@michigan.gov. Be sure to include your organization ID number 141057 on all correspondence submitted to our office.

We look forward to working with you in the future. If you have any questions or need further assistance, please contact us at 517/335-5780.

Sincerely,

Charitable Gaming Division



Charitable Gaming Division
c/o Accounting
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing, MI 48933
(517) 335-5780
www.michigan.gov/cg

RAFFLE LICENSE APPLICATION

For Bureau Use Only

ALLOW 6 WEEKS FOR PROCESSING.
PLEASE PRINT OR TYPE IN BLUE OR BLACK INK.

Q U A L I F I C A T I O N I N F O R M A T I O N	1. Organization Name Southeastern Michigan Chapter NECA Education & Research Foundation				2. Organization ID Number or Last License Number Issued 800891895	
	3. Organization Street Address 2735 Bellingham		City Troy	State MI	Zip Code 48083	
	Organization Mailing Address 2735 Bellingham		City Troy	State MI	Zip Code 48083	County 63 Oakland
	4. Has your organization ever received a license such as bingo, millionaire party, raffle, charity game ticket, or numeral game? <input type="checkbox"/> Yes - Complete application and submit with the appropriate fee. <input checked="" type="checkbox"/> No - Please follow the instructions on the qualification guideline. If a guideline was not included or you do not understand it, contact our office at (517) 335-5780 to inquire as to what documentation must be submitted to qualify for licensing.					
	5. Is your organization a candidate committee, political committee, political party committee, ballot question committee, independent committee or any other committee as defined by, and organized pursuant to, the Michigan Campaign Finance Act 388 of the Public Acts of 1976, as amended, being sections 169.201 to 169.282 of the Michigan Compiled Laws? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			6. Has your organization received contributions or made expenditures of \$500 or more in the last calendar year for the purpose of influencing or attempting to influence the action of voters for or against the nomination or election of a candidate, or the qualification, passage, or defeat of a ballot question? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

S I G N A T U R E (S)	7. Provide name, title, home address, and telephone numbers for the PRINCIPAL OFFICER, e.g., president, grand knight, worthy matron, etc., and the vice president or equivalent and one other officer of the organization. SIGNATURE OF PRINCIPAL OFFICER REQUIRED - OR - signatures of the vice president or equivalent and one other officer. NOTE: Executive director signature not acceptable.					
	Name and Title		Street, City, State, ZIP Code		Telephone Numbers	
	Principal Officer Robert Marsh		1367 Woodridge Ln 650 ROBINSON COURT HIGHLAND, MI 48357		Day (313) 218-7531	
	Title President		Wixom, MI 48393		Evening (313) 218-7531	
	Signature of Principal Officer 				Date 6-22-21	
	- OR -					
	Name and Title		Street, City, State, ZIP Code		Telephone Numbers	
	Vice President or Equivalent Thomas Mittelbrun III				Day (248) 720-2727	
	Title Secretary				Evening	
	Signature of Vice President or Equivalent				Date	
Name and Title		Street, City, State, ZIP Code		Telephone Numbers		
Other Officer John Fulgenzi				Day		
Title Director				Evening		
Signature of Other Officer				Date		
By signing above, I CERTIFY that I am at least 18 years of age, the organization applying is a NONPROFIT organization, I have examined this application and there is no misrepresentation or falsification in the information stated or attached, and the facts underlying our original qualification status remain unchanged. I FURTHER CERTIFY that I am aware that false or misleading statements will be cause for rejection of this application or revocation of the right to obtain any future licenses and I AM AWARE OF AND AGREE TO the conditions of Act 382 of the Public Acts of 1972, as amended, and the rules and directives of the Michigan Bureau of State Lottery.						

PLEASE COMPLETE THE BACK PAGE OF THIS APPLICATION
PLEASE MAKE A COPY OF THE COMPLETED APPLICATION FOR YOUR RECORDS



COMPLETION: Required for licensure.
PENALTY: No license will be issued.

BSL-CG-1655 (R07/06)

RAFFLE INFORMATION

8. Contact Person Jayne Thiel			9. Raffle Location (building name, if any) Southeastern Michigan Chapter, NECA		
Mailing Address Where License Should Be Sent 2735 Bellingham			Street Address 2735 Bellingham		
City Troy	State MI	ZIP Code 48083	City Troy		
Telephone Number (Day) (248) 720-2727	Telephone Number (Evening) (586) 524-2319		ZIP Code 48083	County 63 Oakland	
10. List name, home address, and telephone numbers of the person(s) in charge of raffle. Must be member for 6 months. If more than one chairperson, attach additional list.					
Raffle Chairperson Jayne Thiel		Street, City, State, ZIP Code 2316 St. Clair River Drive Algonac, MI 48001		Telephone Numbers Day (248) 720-2727 Evening (586) 524-2319	
11. If the total value of all prizes awarded in one day is \$500 or LESS, complete this section.					
SMALL	Drawing Date(s) and Time(s) (Must be between the hours of 8 a.m.-2 a.m.):			License Fee:	
	Date 02/01/22	Time a.m. 9:00 to 9:30 a.m.	All drawing dates included on this application must be at the same location. \$15 for 1, 2, or 3 drawing dates plus \$5 for each additional drawing date. (Example: 1 drawing date = \$15 fee, 6 drawing dates = \$30 fee.)		
	Date 04/01/22	Time a.m. 9:00 to 9:30 a.m.	Enter the total number of small drawing dates. 6		
	Date 06/01/22	Time a.m. 9:00 to 9:30 a.m.	\$30		
<input checked="" type="checkbox"/> Check here if there are additional drawing dates and attach list.					
-OR- If the total value of all prizes awarded in one day is MORE than \$500, complete this section.					
LARGE	Drawing Date(s) and Time(s) (Must be between the hours of 8 a.m.-2 a.m.):			License Fee:	
	Date 01/04/22	Time a.m. 9:00 to 9:30 a.m.	All drawing dates included on this application must be at the same location.		
	Date 03/01/22	Time a.m. 9:00 to 9:30 a.m.	\$50 x 6 = \$300		
				Number of Dates	
<input checked="" type="checkbox"/> Check here if there are additional drawing dates and attach list.					

TICKET INFORMATION

12. Will you be conducting an in-house raffle ONLY where there is no presale of the raffle tickets before the occasion? ☐ Yes ☒ No
If yes, there is no need to complete the raffle ticket below.

13. ■ Complete the boxes below in ink; ensure the ticket is printed with all of the required items. See Raffle Rule 506.

■ Indicate any additional information that will appear on the actual tickets.

RAFFLE		001 Ticket #	001 Ticket #
SMC NECA Education & Research Foundation Name of Licensee			
Odd Months 2022 Drawing Date(s)	9:00 a.m. Drawing Time(s)		
Prizes			
Vacation Package for Two, \$3,000.00 Value First Prize * \$100.00 Cash Prize Second Prize (if applicable) \$100 Restaurant Gift Card Third Prize (if applicable) Minimum 50/50 Prize (if applicable)		Purchaser's Name Purchaser's Address Purchaser's Phone #	
SMC NECA Chapter Office Raffle Location		100.00 Ticket Price	
		(to be added when issued) License Number	

* For large prizes, you may want to include a disclaimer that states "If xxx (indicate number) tickets are not sold, the drawing will revert to a 50/50 raffle with the minimum prize of \$xxx (indicate dollar amount) awarded."

Make checks payable to: STATE OF MICHIGAN
 Submit completed application, supporting documents, and license fee to:
 Charitable Gaming Division, c/o Accounting, Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY: 101 E. Hillsdale, Lansing, MI 48933

RAFFLE INFORMATION

8. Contact Person Jayne Thiel			9. Raffle Location (building name, if any) Southeastern Michigan Chapter, NECA		
Mailing Address Where License Should Be Sent 2735 Bellingham			Street Address 2735 Bellingham		
City Troy	State MI	ZIP Code 48083	City Troy		
Telephone Number (Day) (248) 720-2727	Telephone Number (Evening) (586) 524-2319		ZIP Code 48083	County 63 Oakland	
10. List name, home address, and telephone numbers of the person(s) in charge of raffle. Must be member for 6 months. If more than one chairperson, attach additional list.					
Raffle Chairperson Jayne Thiel		Street, City, State, ZIP Code 2316 St. Clair River Drive Algonac, MI 48001		Telephone Numbers Day (248) 720-2727 Evening (586) 524-2319	
11. If the total value of all prizes awarded in one day is \$500 or LESS, complete this section.					
SMALL	Drawing Date(s) and Time(s) (Must be between the hours of 8 a.m.-2 a.m.):			License Fee:	
	Date <u>02/01/22</u> Time a.m. <u>9:00</u> to <u>9:30</u> a.m.			All drawing dates included on this application must be at the same location.	
	Date <u>04/01/22</u> Time a.m. <u>9:00</u> to <u>9:30</u> a.m.			\$15 for 1, 2, or 3 drawing dates plus \$5 for each additional drawing date.	
	Date <u>06/01/22</u> Time a.m. <u>9:00</u> to <u>9:30</u> a.m.			(Example: 1 drawing date = \$15 fee, 6 drawing dates = \$30 fee.)	
<input checked="" type="checkbox"/> Check here if there are additional drawing dates and attach list.			Enter the total number of small drawing dates. <u>6</u> \$30		
-OR- If the total value of all prizes awarded in one day is MORE than \$500, complete this section.					
LARGE	Drawing Date(s) and Time(s) (Must be between the hours of 8 a.m.-2 a.m.):			License Fee:	
	Date <u>01/04/22</u> Time a.m. <u>9:00</u> to <u>9:30</u> a.m.			All drawing dates included on this application must be at the same location.	
	Date <u>03/01/22</u> Time a.m. <u>9:00</u> to <u>9:30</u> a.m.			\$50 x <u>6</u> = \$300	
	<input checked="" type="checkbox"/> Check here if there are additional drawing dates and attach list.			Number of Dates	

TICKET INFORMATION

12. Will you be conducting an in-house raffle ONLY where there is no presale of the raffle tickets before the occasion? ☐ Yes ☒ No
If yes, there is no need to complete the raffle ticket below.

13. Complete the boxes below in ink; ensure the ticket is printed with all of the required items. See Raffle Rule 506.

Indicate any additional information that will appear on the actual tickets.

RAFFLE		001 Ticket #	001 Ticket #
SMC NECA Education & Research Foundation Name of Licensee			
Even Months 2022 Drawing Date(s)	9:00 a.m. Drawing Time(s)		
Prizes			
\$100.00 Cash Prize First Prize *		Purchaser's Name Purchaser's Address Purchaser's Phone #	
\$100.00 Restaurant Gift Card Second Prize (if applicable)			
Third Prize (if applicable)			
Minimum 50/50 Prize (if applicable)			
SMC NECA Chapter Office Raffle Location		100.00 Ticket Price	
		<small>(to be added when issued)</small> License Number	

* For large prizes, you may want to include a disclaimer that states "If xxx (indicate number) tickets are not sold, the drawing will revert to a 50/50 raffle with the minimum prize of \$xxx (indicate dollar amount) awarded."

Make checks payable to: STATE OF MICHIGAN
 Submit completed application, supporting documents, and license fee to:
 Charitable Gaming Division, c/o Accounting, Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY: 101 E. Hillsdale, Lansing, MI 48933

[illegible]

Click on above box to return to previous page.

[illegible]



*BENEFITING THE SMC NECA
EDUCATION & RESEARCH FOUNDATION*

**DRAWINGS TO BE HELD MONTHLY IN
2022 FOR A CHANCE TO WIN!!!
(ONLY 300 TICKETS TO BE SOLD)**

EVEN MONTHS:

1ST PLACE — \$100.00 CASH

2ND PLACE — \$100.00 RESTAURANT GIFT CARD

ODD MONTHS:

1ST PLACE — VACATION PACKAGE FOR TWO

**(Offered through Anchorville Travel
Valued @ \$3,000.00)**

2ND PLACE — \$100.00 CASH

\$100.00

RAFFLE TICKET NO. 001

License Number: xxxxxxxx

*(Drawing to take place at the Chapter Office,
2735 Bellingham, Troy, MI 48063 on the first business day
of each month)*

NAME: _____

PHONE: _____

EMAIL: _____

\$100.00

RAFFLE TICKET NO. 001



Vacation Packages

January 2022- Caribbean Cruise

7 Days/6 Nights including round-trip flights to Miami, FL; pre-night hotel in Miami before the cruise & 5 night Caribbean cruise.

March 2022—Universal Studios

6 Days/5 Nights including round-trip flights to Orlando, FL, on-site Universal hotel accommodations & 4 day Universal Park-2-Park tickets.

May 2022—Desert Oasis

6 Days/5 Nights including round-trip flights to Phoenix, AZ with accommodations in Phoenix/Scottsdale area & car rental.

July 2022—Smoky Mountains Getaway

5 Days/4 Nights including round-trip flights to Knoxville, TN with accommodations in Gatlinburg & car rental.

September 2022—Harvesting of the Vines

5 Days/4 Nights including round-trip flights to San Francisco, CA with accommodations in Napa Valley & car rental.

November 2022—Florida's Gulf Coast

7 Days/6 Nights including round-trip flights to Tampa, FL with beach-front accommodations in St. Petersburg/Clearwater area & car rental.

ASPIRE



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-06

CITY COUNCIL AGENDA ITEM

Date: July 14, 2021

To: Mark F. Miller, City Manager

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

Subject: Request for Acceptance of Two Permanent Easements, Troy Westington, LLC,
Sidwell #88-20-21-101-004 & 008

History

Troy Westington, LLC has proposed a three building multi-family development located in the northwest ¼ of Section 21 at Crooks and Wattles roads. The properties are currently zoned NN (Neighborhood Node "I") District.

Troy Planning Commission granted preliminary site plan approval at their December 8, 2020 meeting (Resolution #PC-2020-12-035).

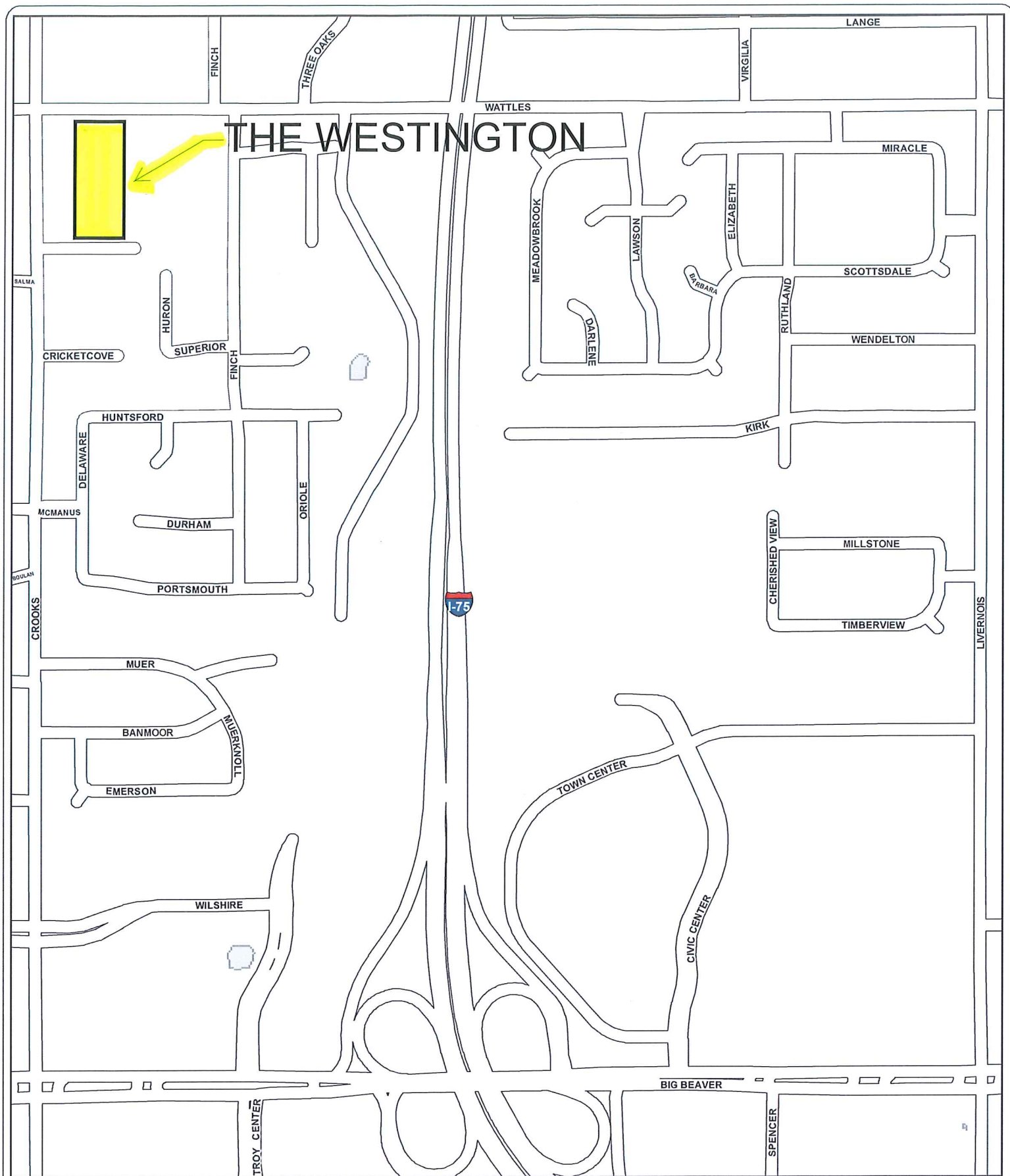
The Engineering department received two permanent easements for sanitary sewers and water mains from Troy Westington, LLC, owner of the properties having Sidwell #88-20-21-101-004 & 008.

Financial

The consideration amount on each document is \$1.00.

Recommendation

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



PERMANENT EASEMENT
FOR SANITARY SEWERS

Sidwell #88-20-21-101-004 & 008 (pt of)

TROY WESTINGTON, LLC., a Michigan limited liability company, Grantor(s), whose address is 1612 Muer, Troy, MI 48084, for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the CITY OF TROY, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver, Troy, MI 48084, grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge, remove and/or replace sanitary sewers, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART OF

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

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed 1 signature(s)
this 9 day of July A.D. 2021.

Troy Westington, LLC
a Michigan limited liability company

By [Signature] (L.S.)
* Safet Stafa
Its Manager

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 9th day of July, 2021, by Safet Stafa, Manager of Troy Westington, LLC, a Michigan limited liability company, on behalf of the company.

LARYSA FIGOL
Notary Public, State of Michigan
County of Oakland
My Commission Expires 03-02-2024
Acting in the County of Oakland

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

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

When recorded return to:
City Clerk
City of Troy
500 West Big Beaver
Troy, MI 48084

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

LEGAL DESCRIPTIONS

EXHIBIT 'A'

LEGAL DESCRIPTION

(Per PEA Group)

OVERALL PARCEL

A parcel of land over part of the Northwest 1/4 of Section 21, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, and being more particularly described as:

Commencing at the Northwest corner of said Section 21; thence along the north line of said Section 21, S89°58'00"E, 248.00 feet; thence S00°07'17"W, 60.00 feet to the south line of Wattles Road (120 foot width) and the POINT OF BEGINNING;
thence along said south line, S89°58'00"E, 287.00 feet;
thence S00°07'17"W, 336.00 feet;
thence N89°58'00"W, 143.50 feet;
thence S00°07'17"W, 363.00 feet to the north line of Barilane Street (25 foot wide private road);
thence along said north line, N89°58'00"W, 143.50 feet;
thence N00°07'17"E, 699.00 feet to the aforementioned south line of Wattles Road and the POINT OF BEGINNING.

Containing 3.41 acres of land, more or less.

LEGAL DESCRIPTION

(Per PEA Group)

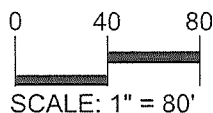
20' WIDE SANITARY SEWER EASEMENT

A 20 foot wide sanitary sewer easement over part of the Northwest 1/4 of Section 21, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, the centerline of said easement being more particularly described as:

Commencing at the Northwest corner of said Section 21; thence along the north line of said Section 21, S89°58'00"E, 248.00 feet; thence S00°07'17"W, 60.00 feet to the south line of Wattles Road (120 foot width); thence along said south line, S89°58'00"E, 85.74 feet to the POINT OF BEGINNING;

thence S40°01'49"E, 6.60 feet;
thence S00°02'41"W, 82.96 feet;
thence S30°22'03"E, 24.03 feet;
thence S00°09'22"W, 310.00 feet to the POINT OF ENDING.

TROY WESTINGTON LLC
1612 MUER RD
TROY, MI 48084



SHEET 2 OF 2
MAY 20, 2021
2019-268

PEA
GROUP

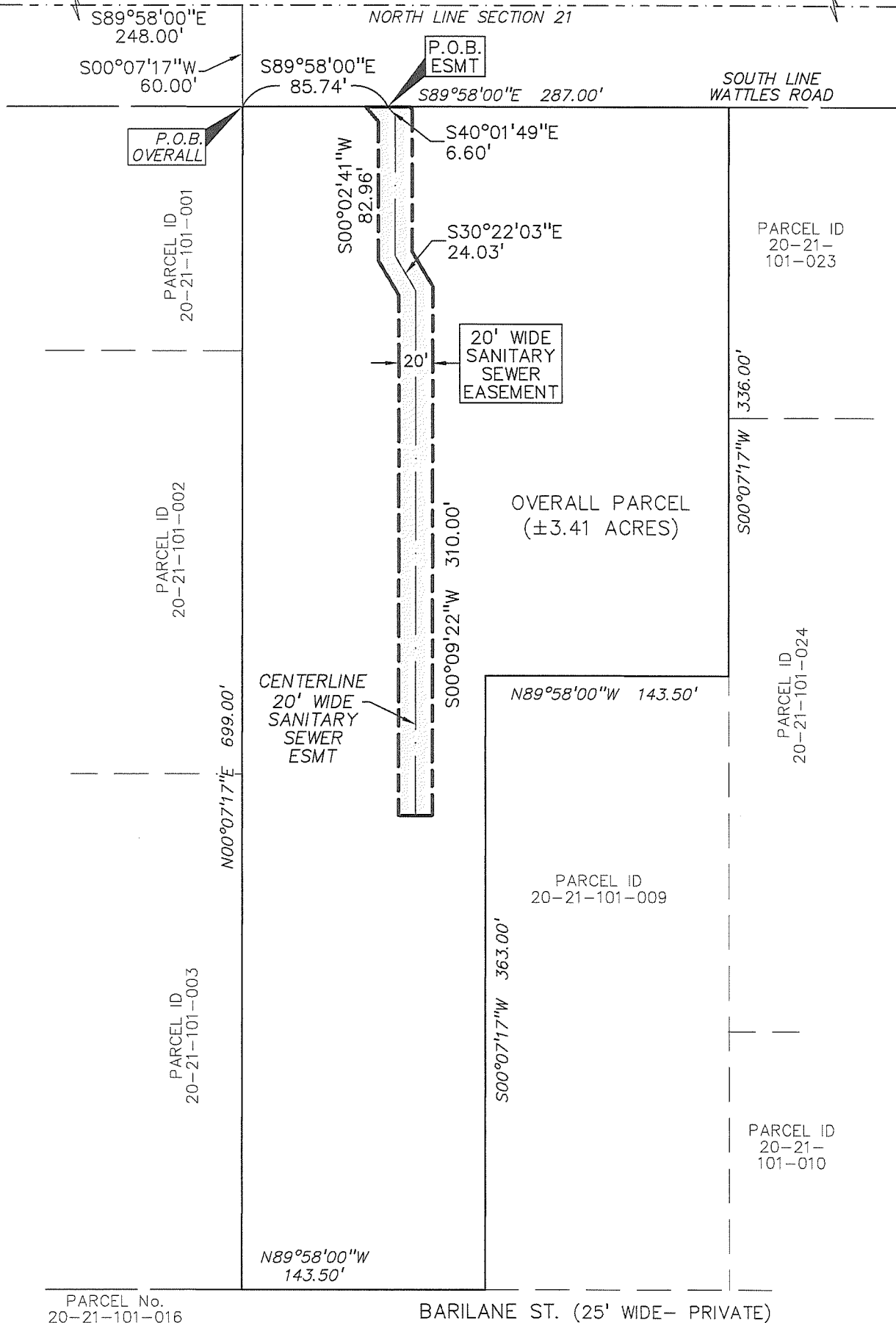
t: 844.813.2949
www.peagroup.com

SKETCH OF SANITARY
SEWER EASEMENT

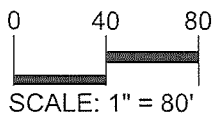
NORTHWEST
CORNER
SECTION 21,
T.2N., R.11E.

NORTH 1/4
CORNER
SECTION 21,
T.2N., R.11E.

WEST WATTLES ROAD
(120' WIDE - PUBLIC)



TROY WESTINGTON LLC
1612 MUER RD
TROY, MI 48084



SHEET 1 OF 2
MAY 20, 2021
2019-268

PEA
GROUP

t: 844.813.2949
www.peagroup.com

PERMANENT EASEMENT
FOR WATER MAINS

Sidwell #88-20-21-101-004 & 008 (pt of)

TROY WESTINGTON, LLC., a Michigan limited liability company, Grantor(s), whose address is 1612 Muer, Troy, MI 48084, for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the CITY OF TROY, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver, Troy, MI 48084, grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge, remove and/or replace water mains, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART OF

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

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed 1 signature(s)
this 9 day of July A.D. 2021.

Troy Westington, LLC
a Michigan limited liability company

By [Signature] (L.S.)
* Safet Stafa
Its Manager

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 9th day of July, 2021, by Safet Stafa, Manager of Troy Westington, LLC, a Michigan limited liability company, on behalf of the company.

LARYSA FIGOL
Notary Public, State of Michigan
County of Oakland
My Commission Expires 03-02-2024
Acting in the County of Oakland

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

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

When recorded return to:
City Clerk
City of Troy
500 West Big Beaver
Troy, MI 48084

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

LEGAL DESCRIPTIONS
EXHIBIT "A"

LEGAL DESCRIPTION

(Per PEA Group)

OVERALL PARCEL (PARCEL ID 20-21-101-004, -101-005 & 101-008)

A parcel of land over part of the Northwest 1/4 of Section 21, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, and being more particularly described as:

Commencing at the Northwest corner of said Section 21; thence along the north line of said Section 21, S89°58'00"E, 248.00 feet; thence S00°07'17"W, 60.00 feet to the south line of Wattles Road (120 foot width) and the POINT OF BEGINNING;

thence along said south line, S89°58'00"E, 287.00 feet;

thence S00°07'17"W, 336.00 feet;

thence N89°58'00"W, 143.50 feet;

thence S00°07'17"W, 363.00 feet to the north line of Barilane Street (25 foot wide private road);

thence along said north line, N89°58'00"W, 143.50 feet:

thence N00°07'17"E, 699.00 feet to the aforementioned south line of Wattles Road and the POINT OF BEGINNING.

Containing 3.41 acres of land, more or less.

LEGAL DESCRIPTION

(Per PEA Group)

20' WIDE WATER MAIN EASEMENT

A 20 foot wide water main easement over part of the Northwest 1/4 of Section 21, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, the centerline of said easement being more particularly described as:

Commencing at the Northwest corner of said Section 21; thence along the north line of said Section 21, S89°58'00"E, 248.00 feet; thence S00°07'17"W, 60.00 feet to the south line of Wattles Road (120 foot width); thence along said south line, S89°58'00"E, 211.21 feet to the POINT OF BEGINNING;

thence S45°01'10"E, 9.77 feet;

thence S00°01'10"E, 74.62 feet:

thence S45°01'06"W, 14.13 feet;

thence N89°56'39"W, 109.97 feet;

thence S45°06'32"W, 11.32 feet;

thence S00°09'43"W, 33.01 feet;

thence S89°50'17"E, 13.37 feet;

thence N89°50'17"W, 13.37 feet;

thence S00°09'43"W, 228.49 feet;

thence N89°50'17"W, 13.98 feet;

thence S89°50'17"E, 13.98 feet;

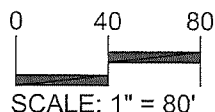
thence S00°09'43"W, 259.83 feet;

thence S89°50'17"E, 13.49 feet;

thence N89°50'17"W, 13.49 feet;

thence S00°09'43"W, 78.20 feet to the Point of Ending.

TROY WESTINGTON LLC
1612 MUER RD
TROY, MI 48084



SHEET 2 OF 2
JULY 7, 2021
2019-268

PEA
GROUP

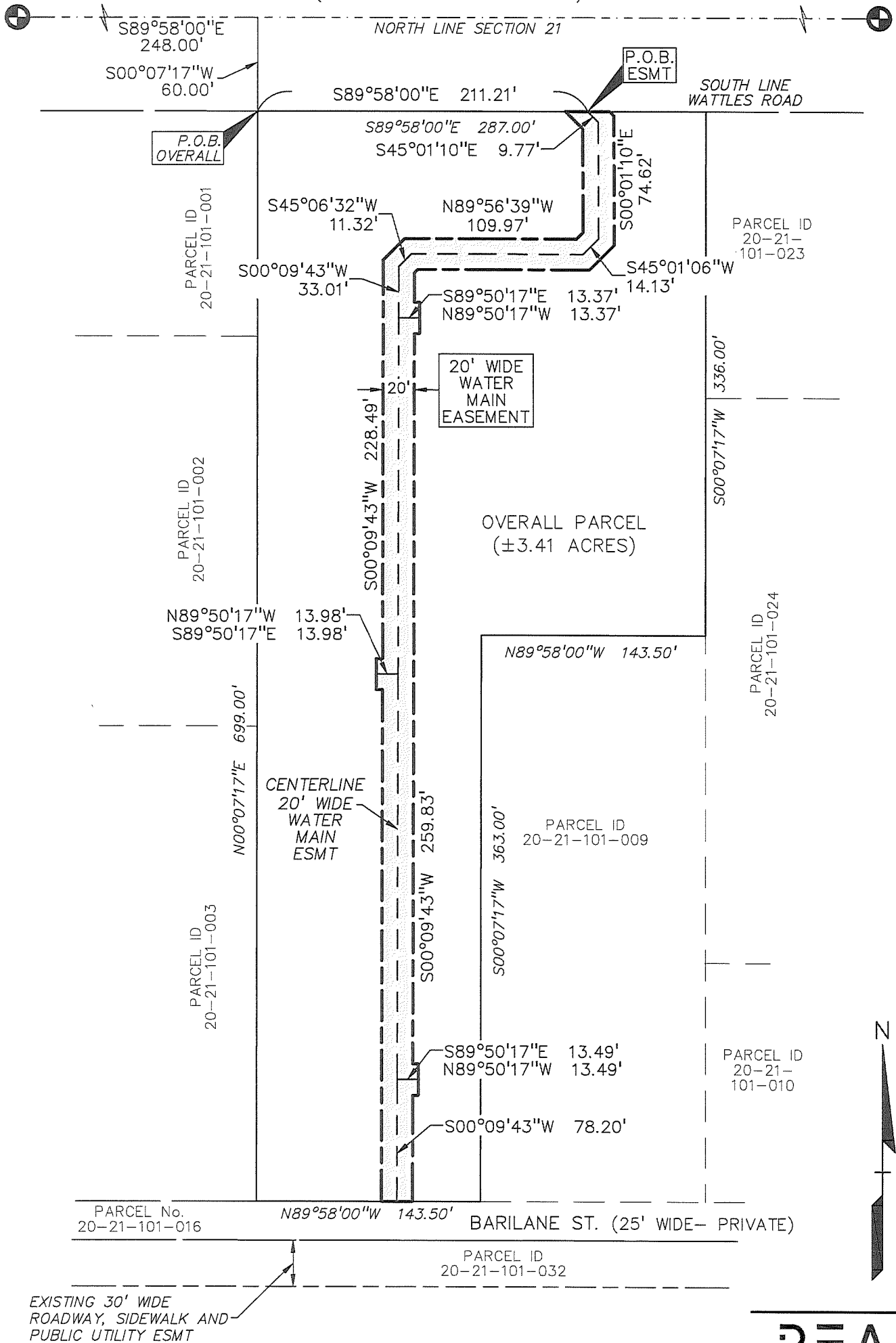
t: 844.813.2949
www.peagroup.com

SKETCH OF WATER
MAIN EASEMENT

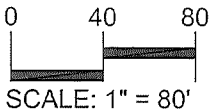
WEST WATTLES ROAD
(120' WIDE - PUBLIC)

NORTHWEST
CORNER
SECTION 21,
T.2N., R.11E.

NORTH 1/4
CORNER
SECTION 21,
T.2N., R.11E.



TROY WESTINGTON LLC
1612 MUER RD
TROY, MI 48064



SHEET 1 OF 2
JULY 7, 2021
2019-268

PEA
GROUP

t: 844.813.2949
www.peagroup.com



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: July 19, 2021

To: Mark F. Miller, City Manager

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

Subject: Request for Acceptance of Four Permanent Easements from
Bismack Designs, Inc., Sidwell #88-20-09-427-039 and 040

History

As part of the redevelopment of two residential lots the City received four permanent easements for sidewalks, storm sewers and surface drainage from Bismack Designs, Inc., owner of the properties having Sidwell #88-20-09-427-039 and 040.

The parcels, zoned R-1B One Family Residential, are located in the southeast ¼ of Section 9 on Fabius, west of Livernois Road.

Financial

The consideration amount on each document is \$1.00.

Recommendation

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



Notes:

Bismack Designs, Inc.
Easements
#88-20-09-427- 039 & 040



**PERMANENT EASEMENT
FOR SIDEWALKS**

Sidwell #88-20-09-427-039 (part of)

BISMACK DESIGNS, INC., a Michigan corporations, Grantor(s), whose address 2742 Powderhorn Ridge, Rochester, MI 48309, for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **sidewalks**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HERE OF

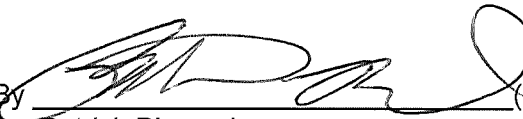
and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed 1 signature(s)
this 19 day of July A.D. 2021.

BISMACK DESIGNS, INC.
a Michigan corporation

By  (L.S.)
Patrick Bismack
Its: President

STATE OF MICHIGAN)
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 19 day of July, 2021, by Patrick Bismack, President of Bismack Designs, Inc., a Michigan corporation, on behalf of the corporation.

LARYSA FIGOL
Notary Public, State of Michigan
County of Oakland
My Commission Expires 03-02-2024
Acting in the County of Oakland

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



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

Sidwell #88-20-09-427-039 (part of)

BISMACK DESIGNS, INC., a Michigan corporations, Grantor(s), whose address 2742 Powderhorn Ridge, Rochester, MI 48309, for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **storm sewers and surface drainage**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HERE OF

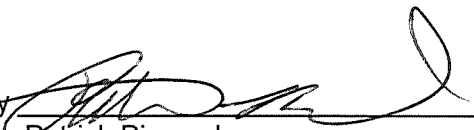
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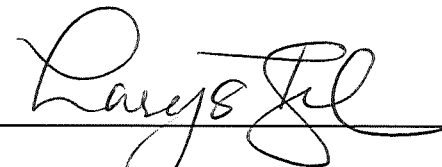
BISMACK DESIGNS, INC.
a Michigan corporation

By  (L.S.)
Patrick Bismack
Its: President

STATE OF MICHIGAN
COUNTY OF Oakland)

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LARYSA FIGOL
Notary Public, State of Michigan
County of Oakland
My Commission Expires 03-02-2024
Acting in the County of Oakland


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

Prepared by: Patrick Bismack, 2742 Powderhorn Ridge, Rochester, MI 48309
Return to: City Clerk, City of Troy, 500 West Big Beaver, Troy, MI 4884

**PERMANENT EASEMENT
FOR SIDEWALKS**

Sidwell #88-20-09-427-040 (part of)

BISMACK DESIGNS, INC., a Michigan corporations, Grantor(s), whose address 2742 Powderhorn Ridge, Rochester, MI 48309, for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **sidewalks**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HERE OF

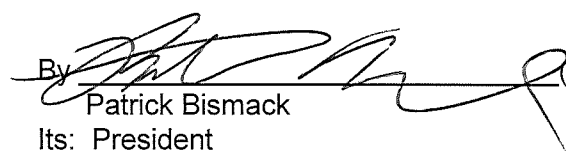
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this 19 day of July A.D. 2021.

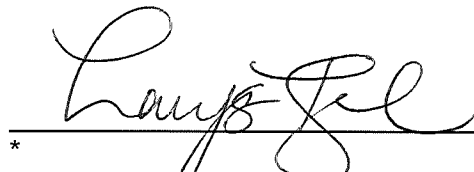
BISMACK DESIGNS, INC.
a Michigan corporation

By  (L.S.)
Patrick Bismack
Its: President

STATE OF MICHIGAN
COUNTY OF Oakland

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LARYSA FIGOL
Notary Public, State of Michigan
County of Oakland
My Commission Expires 03-02-2024
Acting in the County of Oakland


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

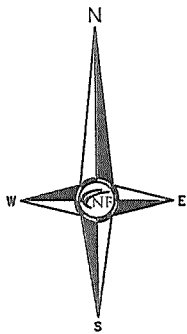
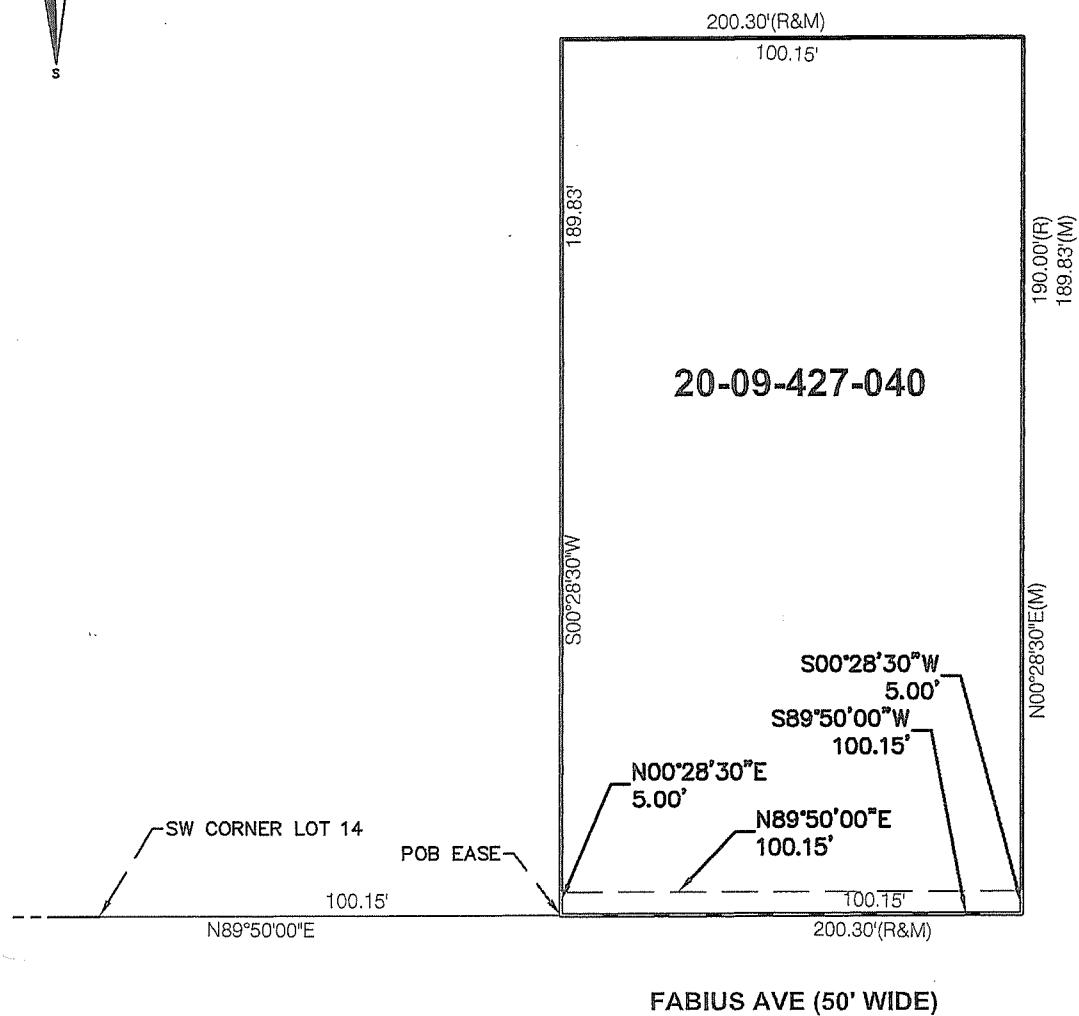
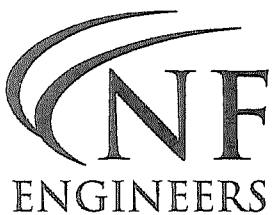


Exhibit A
5' EASEMENT FOR SIDEWALK



DESCRIPTION OF 5' SIDEWALK EASEMENT

PART OF LOT 14 OF "TWO ACRE FARMS SUB", BEING PART OF THE EAST 1/2 OF SOUTHEAST 1/4, SECTION 9, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 28 OF PLATS ON PAGE 16, OAKLAND COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 14; THENCE N89°50'00"E 100.15 FEET TO THE POINT OF BEGINNING; THENCE N00°28'30"E 5.00 FEET; THENCE N89°50'00"E 100.15 FEET; THENCE S00°28'30"W 5.00 FEET; THENCE S89°50'00"W 100.15 FEET TO THE POINT OF BEGINNING.



NOWAK & FRAUS ENGINEERS
43279 SCHOENHERR RD.
STERLING HEIGHTS, MI 48313
TEL. (586) 739-0939
FAX. (586) 739-6994

PREPARED FOR:
PAT BISMACK

SCALE
1" = 40'

DATE
03-09-2021

DRAWN
T. Fox

JOB NO.
L 468

SHEET
1 of 1

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

Sidwell #88-20-09-427-040 (part of)

BISMACK DESIGNS, INC., a Michigan corporations, Grantor(s), whose address 2742 Powderhorn Ridge, Rochester, MI 48309, for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **storm sewers and surface drainage**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

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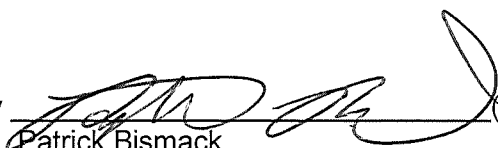
and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

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This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed 1 signature(s)
this 19 day of July A.D. 2021.

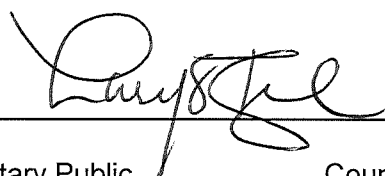
BISMACK DESIGNS, INC.
a Michigan corporation

By  (L.S.)
Patrick Bismack
Its: President

STATE OF MICHIGAN)
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 19th day of July, 2021, by Patrick Bismack, President of Bismack Designs, Inc., a Michigan corporation, on behalf of the corporation.

LARYSA FIGOL
Notary Public, State of Michigan
County of Oakland
My Commission Expires 03-02-2024
Acting in the County of Oakland


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

Prepared by: Patrick Bismack, 2742 Powderhorn Ridge, Rochester, MI 48309
Return to: City Clerk, City of Troy, 500 West Big Beaver, Troy, MI 4884

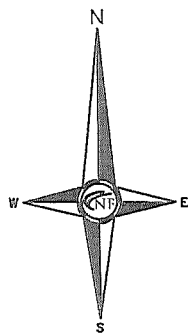
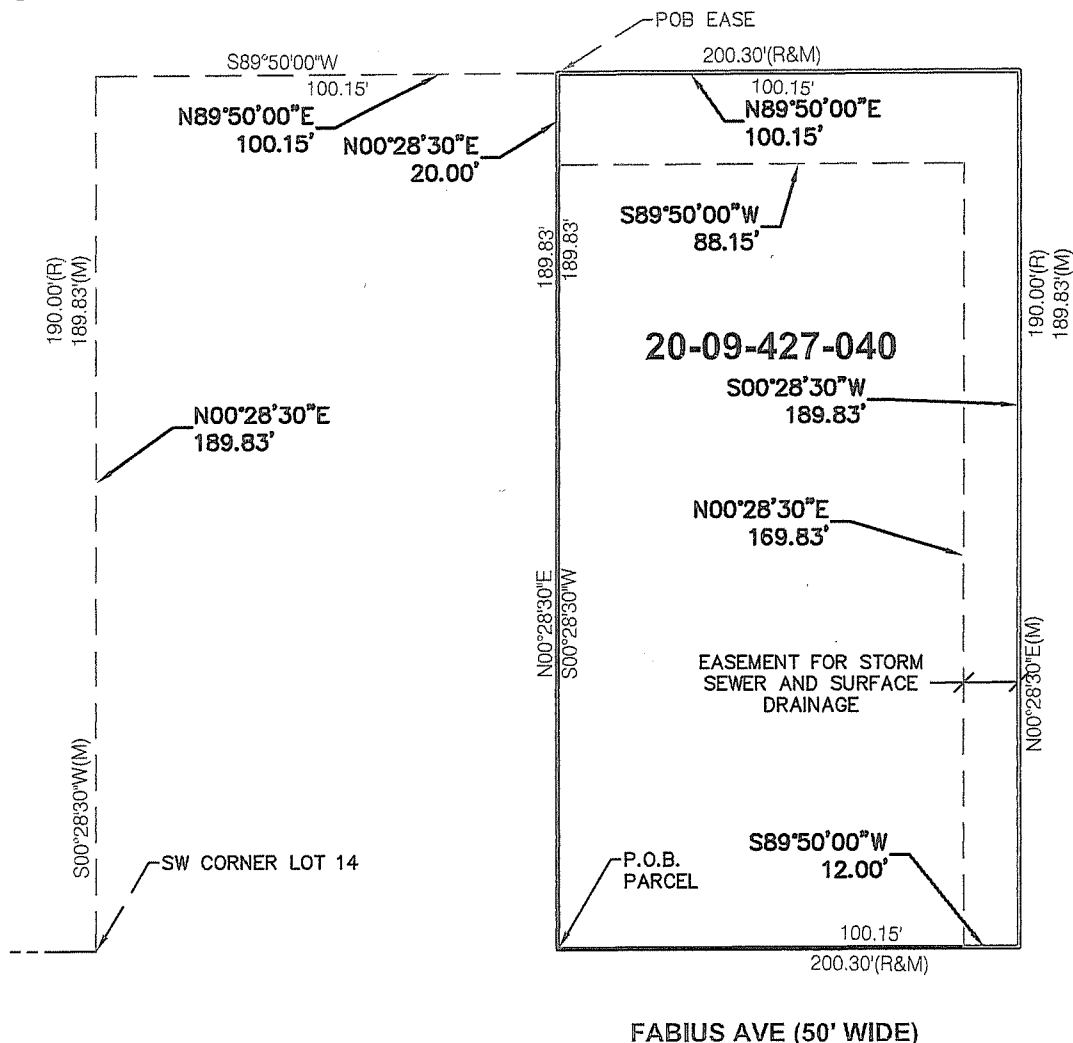


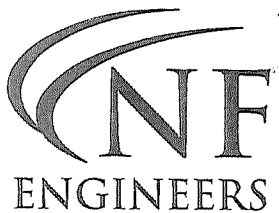
Exhibit A

EASEMENT FOR STORM SEWER AND SURFACE DRAINAGE



DESCRIPTION OF 20' EASEMENT FOR STORM SEWER AND SURFACE DRAINAGE

PART OF LOT 14 OF "TWO ACRE FARMS SUB", BEING PART OF THE EAST 1/2 OF SOUTHEAST 1/4, SECTION 9, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 28 OF PLATS ON PAGE 16, OAKLAND COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 14; THENCE N00°28'30"E 189.83 FEET; THENCE N89°50'00"E 100.15 FEET TO THE POINT OF BEGINNING; THENCE N89°50'00"E 100.15 FEET; THENCE S00°28'30"W 189.83 FEET; THENCE S89°50'00"W 12.00 FEET; THENCE N00°28'30"E 169.83 FEET; THENCE S89°50'00"W 88.15 FEET; THENCE N00°28'30"E 20.00 FEET TO THE POINT OF BEGINNING.



NOWAK & FRAUS ENGINEERS
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TEL. (586) 739-0939
FAX. (586) 739-6994

PREPARED FOR:
PAT BISMACK

SCALE
1" = 40'

DATE
03-09-2021

DRAWN
T. Fox

JOB NO.
L 468

SHEET
1 of 1



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-08

CITY COUNCIL AGENDA ITEM

Date: July 21, 2021

To: Honorable Mayor and Members of the Troy City Council

From: Lori Grigg Bluhm, City Attorney
Julie Quinlan Dufrane, Assistant City Attorney

Subject: Safet “Sam” Stafa v City of Troy

The City was served on July 16, 2021 with the attached lawsuit, filed by Safet “Sam” Stafa against the City of Troy. This lawsuit seeks a writ of mandamus or declaratory relief that would require the City to approve Plaintiff’s proposed site plan for a development located on the northwest corner of Crooks and Wattles Roads. Plaintiff’s site plan was denied by the Planning Commission on November 10, 2020, and Plaintiff subsequently appealed this adverse decision to the Zoning Board of Appeals (“ZBA”), where he sought a reversal of the Planning Commission decision, arguing that it was arbitrary and capricious. The ZBA denied Plaintiff’s requested relief with a 4-3 vote at its meeting on January 19, 2021.

Plaintiff’s Complaint argues that the City (both the Planning Commission and the Zoning Board of Appeals) misapplied the City’s zoning ordinance as it relates to compatibility. Specifically, Plaintiff alleges that under Troy’s Zoning Ordinance at Section 8.06.A, “compatibility” only applies where a proposed development is adjacent to an existing commercial district. Plaintiff argues it was arbitrary and capricious for the Planning Commission to apply the compatibility standard to his proposed project. Plaintiff’s Complaint also finds fault with the City’s determination that as proposed, the project “lacks adequate transition,” because neither Planning Commission nor ZBA made specific findings of fact to support the decision. Finally, Plaintiff’s Complaint alleges that the City’s recent amendment of the Neighborhood Node Zoning Ordinance provisions was done in bad faith and should not apply to Plaintiff’s project.

This case has been assigned to Oakland County Circuit Court Judge Jeffery S. Matis. The Court will issue a scheduling order shortly after appearances are filed in this case.

A proposed resolution authorizing our office to represent the City’s interest in this matter is proposed for your consideration.

Please let us know if you have any questions concerning this matter.

This case has been designated as an eFiling case, for more information please visit
www.oakgov.com/efiling.

STATE OF MICHIGAN

CIRCUIT COURT FOR THE COUNTY OF OAKLAND

SAFET "Sam" STAFA,

Plaintiff,

v

THE CITY OF TROY,
a Michigan Municipal Corporation,

Defendant.

2021-189046-AW

Case No. 20-_____-AW

Hon. JUDGE JEFFERY S. MATIS

Henry N. Sandweiss (P19879)
Henry N. Sandweiss, PLLC
30150 Telegraph Road, Suite 444
Bingham Farms, Michigan 48025
(248) 594-8000
(248) 366-1359 fax
sandweisshenry@yahoo.com
Attorneys for Plaintiff

**VERIFIED COMPLAINT FOR DECLARATORY RELIEF, WRIT OF
MANDAMUS AND EX PARTE MOTION TO SHOW CAUSE WHY SITE PLAN
APPROVAL SHOULD NOT BE GRANTED PURSUANT TO MCR 3.305(C)**

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint pending in this Court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge.

Plaintiff, Safet "Sam" Stafa ("Stafa or Plaintiff/Developer"), by counsel, for his Complaint for Declaratory Relief, Writ of Mandamus and Ex Parte Motion to Show Cause Why Site Plan Approval Should Not Be Granted Pursuant to MCR 3.305(C), mandating Defendant, the City of Troy to grant the Plaintiff's site plan approval for the proposed Crooks Road Townhomes, on the property whose full legal description is attached hereto as **Exhibit A** (the "subject property"), states as follows:

STATEMENT OF FACTS

1. The Plaintiff/Developer had entered into an Agreement of Sale for a 2.73 acre site conditioned on site plan approval. Thereafter, a preliminary site plan ("PSP") was submitted to the Planning Commission ("PC") who, in turn, forwarded it to Carlisle Wortman Associates, Inc., Ann Arbor, Michigan ("CWA"), a planning firm that provides consulting services to municipal clients such as Defendant.

2. On September 24, 2019, the PC heard a PSP for the first iteration of the planned project. While the planned project was compliant with the Zoning Ordinances, the PC postponed approval of the PSP so that the Plaintiff/Developer could address certain items listed in the CWA review.

3. Shortly thereafter, on November 12, 2019, Plaintiff entered into an Agreement of Sale conditioned on site plan approval, to purchase a 5.72 acre parcel (from the same seller as the 2.73 acre site) on the west side of Crooks Road, just north of Wattles Road, in Troy, Michigan. At that time, the subject property was zoned Neighborhood Nodes ("NN") District ("NND") (Agreement of Sale attached as **Exhibit B**).

4. The City of Troy went through exhaustive statutory procedures to adopt the Master Plan and Zoning Ordinance with regard to the NND zoning. Through the legislative process, the City determined, with input of certain residents, its staff and consultants, the appropriate uses and building forms the City desired on properties to be zoned NND. In order for a Zoning Ordinance to be adopted, it must ensure compatibility with adjacent uses of land. *See Zoning Ordinance Section 16.03.C.5.* The Michigan Municipal Planning Act (MCL 125.3807(2)(a) & (b)) states that the Master Plan is to be coordinated, adjusted, harmonious,

efficient, and economical and to consider the character of the planning jurisdiction and its suitability for particular uses, judged in terms of such factors as trends in land and population development. The Michigan Zoning Enabling Act (MCL 125.3203(1)) requires that the Zoning Ordinance be based upon a plan to ensure that uses of land shall be situated in appropriate locations and relationships. The City did not do this exercise in a vacuum. The City, in adopting the Master Plan, and in implementing that plan by adoption of the Zoning Ordinance for the subject property, established that Plaintiff/Developer's proposed and permitted use under the planned project was suitable and appropriate for the location. The City established what uses can be developed on the property and the Plaintiff/Developer, in presenting the plan, was merely operating within the strictures established by the City.

5. With the expanded site, for the second iteration of the planned project, Plaintiff's plan now called for the construction of 74 townhomes in 13 buildings, a permitted use under the Ordinance. The plan required no variances, waivers or exceptions from the Zoning Ordinance. Moreover, the planned project was modest in size and scope as it exceeded what was required. (Preliminary Site Plan and Letter from Engineering Firm dated 03/16/2020 attached as **Exhibit C**).

Consider this: Under the NND, all dimensional standards were met:

	Required	Provided	Compliance
Front (east property line)	10-foot build-to-line	15 feet	Complies
Side (north)	N/A, building may be place up to property line	40 feet	Complies
Side (south)	N/A, building may be placed up to property line	80 feet	Complies
Rear (west)	30-foot minimum setback	139 feet	Complies
Building Height	Maximum 4 stores, 55 feet, minimum 2 stories	3 stories, 37.5 feet to peak of roof	Complies
Lot Coverage (Building)	30%	19.3%	Complies

Minimum Open Space	15%	55%	Complies
Parking Location	Cannot be located in front yard	Within garages	Complies

The Zoning Ordinance in its definition of Building Heights, states that the building height for a gable and gambrel roof is measured to the mid-point of the roof. The buildings have gable and gambrel styled roofs. Further, buildings B, C and D of the planned project (the most northern buildings; the "**Transitional Buildings**") have a peak height of 36' and a mid-point height of 27'9". The other 10 buildings have a peak height of 37'4" and mid-point height of 33'1". For reference, a single-family home in an R1-B District is permitted 30' to mid-point.

6. In its review dated November 6, 2020, CWA found that the proposed use was appropriate for the site, but urged the PC to consider if the Plaintiff/Developer has provided appropriate **transition**, (CWA November 6, 2020 and January 7, 2020 reviews attached as **Exhibit D**).

7. On January 14, 2020, the PC postponed the PSP hearing in order to give Plaintiff/Developer time to digest comments made by neighbors, PC staff and to address certain items identified in CWA's review, which primarily related to "proper screening/ landscaping along adjacent residential property lines, tree removal loss due to storm water facility, and lighting impact to adjacent properties". At that same meeting, the PC approved a different developer's PCP for the first phase of his proposed Square Lake Court Townhomes ("SLC"), also zoned NN. (PC Minutes of Meeting for January 14, 2020, attached as **Exhibit E**).

8. On March 6, 2020, and again on July 30, 2020, Plaintiff and the seller reached an agreement to extend the Agreement of Sale, as it was set to be terminated according to its terms, (First and Second Amendments to Agreement of Sale attached as **Exhibit F**).

9. The Plaintiff/Developer made changes to the site plan based on the comments of the PC and the public. After review, CWA found that the proposed use was appropriate for the site, however, they suggested that the PC pay close attention to the NN design standards (Section 5.06 E of the Zoning Ordinance and the site plan review design standards (Section 8.06 of the Zoning Ordinance) (Section 5.06 of the Zoning Ordinance attached as **Exhibit Q**).

10. On November 10, 2020, the PC denied Plaintiff's revised PSP, citing a "lack of compatibility and inadequate transition." (PC Minutes of November 10, 2020 Meeting of the PC attached as **Exhibit G**).

11. It is important to note that, behind the scenes, Defendant actively pursued amending the text of the Zoning Ordinance only as it applied to NNDs. In a memorandum directed to the PC, its Director, and the City Manager dated October 15, 2019, a principal of CWA, Benjamin R. Carlisle, proposed amending the Zoning Ordinance, but only as to NNDs. The proposed amendment (ultimately adopted on May 24, 2021), *inter alia*, limited building heights on parcels abutting residentially zoned parcels to 30' in height, not to exceed 2.5 stories. (CWA Memo to PC dated 10/15/2019 attached as **Exhibit H**). (Troy City Council Agenda dated 05/13/2021 attached as **Exhibit I**). On information and belief, this will prove to be of particular significance because, between October 15, 2019, and May 24, 2021, the PC approved several site plans for other developer's NNDs, while surreptitiously pursuing the Ordinance change while improperly denying Plaintiff's application.

12. The seller directed a Notice of Termination of the Agreement of Sale to the Plaintiff. In order to have standing to appeal, on November 20, 2020, the Plaintiff and the seller of the subject property, reached agreement to amend the Agreement of Sale for the third time.

(Notice of Termination of Agreement of Sale and Third Amendment of Agreement of Sale attached as **Exhibit J**).

13. On December 8, 2020, the PC approved its November 10, 2020 Meeting Minutes, thereby memorializing its denial of the PSP.

14. On December 11, 2020, the Plaintiff filed a timely application with the City of Troy, Zoning Board of Appeals ("ZBA"). Having extended the Agreement of Sale, the seller of the subject property joined in the application. (ZBA Application attached as **Exhibit K**).

15. Despite the fact that the site plan information required by the Zoning Ordinance was in full compliance with MCL 125.3501 (Michigan Zoning Enabling Act) and MCL 125.3102(s), state and federal statutes and the PC's own standards, at a meeting held on January 19, 2021, the ZBA, by a 4-3 vote, failed to reverse the PC's determination by approving the PSP. (Minutes of ZBA Meeting of January 19, 2021 attached as **Exhibit L**.) This continued failure to comply with the Zoning Ordinance took place despite the holdings in *Hessee Realty, Inc. v Ann Arbor*, 61 Mich App 319 (1975), and *Keating Int'l Corp v Orion Township*, 51 Mich App 122 (1974), *aff'd* 395 Mich 539 (1975), that in the event of full compliance, the plan must be approved.

16. After a seven-month negotiation, on June 18, 2021, Plaintiff/Developer and the seller finally negotiated and entered into a Fourth Amendment to the Agreement of Sale, providing the Plaintiff with a sufficient interest in the conditional purchase agreement to ensure a vigorous prosecution of his rights. (Fourth Amendment to Agreement of Sale attached hereto as **Exhibit M**).

JURISDICTION AND VENUE

17. This Court has jurisdiction under MCR 2.605, MCR 3.305(A)(2), and MCR 3.305(C). MCR 3.305(A)(2) permits an action for mandamus to be brought in Circuit Court and MCR 3.305(C) provides that a plaintiff may make a motion for immediate action in the Complaint and the Circuit Court may issue an order to show cause why an order should not be entered.

STANDING

18. Under the circumstances described in this Complaint, the Plaintiff has standing to pursue this matter under MCR 7.122(A); MCL 125.3605; *Detroit Fire Fighters Ass'n v City of Detroit*, 449 Mich 629 (1995); *Donaldson v Alcona Cty Bd of Cty Rd Comm's*, 219 Mich App 718, 722 (1996); *Lansing School Education Ass'n v Lansing Bd of Educ*, 487 Mich 349 (2010) (whenever a litigant meets the requirements of MCR 2.605); *Rodney Lockwood & Co. v Southfield*, 93 Mich App 206 (1979); *Willingham v Dearborn*, 359 Mich 7 (1960); *Keating Int'l Corp. v Orion Twp*, 51 Mich App 122 (1974), *aff'd* 395 Mich 539 (1975); *Knopf v Sterling Heights*, 391 Mich 139 (1974); (substantive due process) *United States v Moore*, 543 F3d 891, 896 (7th Cir) (2008) (Ct holding that to be considered similarly situated, Plaintiff and his comparators "must be *prima facie* identical in all relevant respects or directly comparable in all material respects); and *Brown v East Lansing Zoning Bd of Appeals*, 109 Mich App 688 (1981).

PARTIES

19. The Plaintiff, Safet "Sam" Stafa, is a resident of the City of Troy, and is the Purchaser under a conditional sales contract to purchase the subject property (see **Exhibits B, F, J and K**).

20. The Defendant, City of Troy, is a municipal corporation organized and existing under the laws of the State of Michigan.

WRIT OF MANDAMUS

21. MCR 3.305 permits an action for mandamus to be brought in the Circuit Court. Furthermore, MCR 3.305(C) provides that a plaintiff may make a motion for immediate action, and the Circuit Court may issue an order to show cause as to why an order should not be entered. MCR 3.305(C) also provides that a motion of this type may be made in the Complaint.

22. To obtain a writ of mandamus in Michigan, a plaintiff must prove all of the following: (1) The plaintiff has a clear, legal right to performance of the specific duty sought; (2) the defendant has a clear legal duty to perform; (3) the act is ministerial (meaning that the duty to act is so clearly defined by law that it leaves no room to use discretion or judgment); and (4) no other adequate legal or equitable remedy exists that might achieve the same result). See *Rental Props Owners Ass'n of Kent Co. v Kent Co. Treasurer*, 308 Mich App 498, 518 (2014).

23. The Plaintiff had a clear legal right to have his site plan approved under the NND classification of the Zoning Ordinance because it met the requirements of MCL 125.3501(5) and MCL 125.3102(s). Under the *Hessee* and *Keating* cases, *supra*, if a site plan contains the information required by the Zoning Ordinance, other local unit of government planning documents, and state and federal statutes, IT MUST BE APPROVED. Action on a site plan should also be timely. Where a planning commission repeatedly tabled or postponed action on a site plan over an 11-month period (similar to the situation at hand), where all objections to its approval had been addressed by the applicant, the court ordered the site plan approved. *Keating, supra*.

24. The PC and the ZBA did not have the discretion to deny the site plan on concerns and criteria that were not listed in the Zoning Ordinance.

25. On November 10, 2020, the PC denied the PSP for the planned project for the following reasons: "lack of compatibility and inadequate transition". The reasons provided for denial are without reference to a specific section in the Zoning Ordinance and were not supported by competent, material or substantial evidence on the record. Whatever scant reasoning that was offered, was vague, arbitrary and capricious. Considering that CWA wrote: "Overall, we find the proposed use to be appropriate for the site" and, during the January 14, 2020 PC meeting, the City Attorney was quoted as saying: "The proposed development is permitted by right on the project property," the decisions of the PC and the ZBA were without legal basis.

26. The Zoning Ordinance, with regard to compatibility and transition standards, is vague as: (a) it lacks the standards needed to govern the PC's discretion; (b) is so indefinite that it permits unstructured and unlimited discretion to be exercised by the PC to determine whether the law has been violated; (c) fails to give the Developer reasonable notice of the prohibited conduct, is vague, overboard, lacking definite standards; and (d) is incapable of being rationally administered.

27. To reiterate, the PC Determination was arbitrary and capricious, was based on erroneous findings of fact, constituted an abuse of discretion and was an erroneous interpretation of the Zoning Ordinance.

**COMPATIBILITY IS NOT REQUIRED AND, EVEN IF IT WERE,
THE PLANNED PROJECT IS COMPATIBLE WITH ADJACENT PROPERTIES.**

28. The PC Determination did not provide any findings of fact to support the allegation that the planned project lacked compatibility with adjacent zoning or uses. Moreover,

the PC's Determination is flawed because it applied a compatibility standard where there is no basis to do so and it failed to consider facts that support compatibility.

29. **Compatibility is Not Required in the Neighborhood Nodes District.** Nowhere in the 15 pages of text of the NND in the Zoning Ordinance (Section 5.06) is the word "compatible" or "compatibility" present. The obvious reason is that the NND is form-based zoning, such that the ultimate use of and building forms permitted on a property in that district are based upon the size of the site and street type. There is no reason to require a use in a NND to be compatible with adjacent properties because Defendant, City of Troy, made that determination when it adopted the NND.

30. **Compatibility in the Site Plan Review Guidelines is misapplied, and even so, the planned project satisfies its Requirements.** Section 8.06.A of the Zoning Ordinance contains the following language with regard to compatibility (emphasis added):

SECTION 8.06 SITE PLAN REVIEW DESIGN STANDARDS

These design standards are intended to enhance the overall character of Troy by building upon patterns of development that create or enhance sense of place and have well-defined and vibrant design context.

The following general standards and any standards established for a specific use shall be applied when considering a site plan application:

- A. Development shall ensure compatibility to existing commercial districts and provide a transition between land uses through application of the following requirements:

31. This design standard is inapplicable to the planned project. As written, "compatibility" is limited to existing commercial districts. There being no existing commercial districts adjacent or near the subject property, this design standard is inapplicable. To apply this

design standard and its requirements was a misapplication and misinterpretation of the Zoning Ordinance.

32. **The Application of a Compatibility Standard to the Project is Arbitrary, Capricious and Unequal.** On April 28, 2020, the PC approved a PSP for a very similar project in a NND on the south side of East Square Lake Road and west of Dequindre Road (the “**SLC Project**”); (see PC Minutes for April 28, 2020 Meeting attached as **Exhibit N**). The SLC Project totaled 62 units in 13 townhome styled buildings with a building height of 34’10” (to the mid-line for a hip roof). This project abuts a single-family neighborhood with single-family zoning and commercial use in an NND. (See CWA review for SLC Project dated April 6, 2020 attached as **Exhibit O**).

33. As compared to the planned project, the SLC Project: is 23% more dense with density at 16 units per acre; has buildings that are taller; has smaller setbacks; less open space; and more lot coverage. In every objective way, the SLC Project is more developed and intense than the planned project; however, the PC never raised or considered the issue of “compatibility” in approving the SLC Project, even though it abuts single family residential. The PC’s denial of the PSP for the planned project is arbitrary, capricious and unequal because the PC applied a standard of compatibility to the planned project that it did not apply to a similarly situated project, especially considering that the planned project is less intense than the SLC Project.

34. The SLC Project approval was preceded by approval of another similarly situated project by the name of Long Lake Square (“LLSq”). A prominent builder had applied for a Conditional Re-Zoning which **Up-Zoned** the parcel to NND just prior to Plaintiff’s first iteration of a plan for the subject property. On February 20, 2019, the PC unanimously considered and approved a higher density development with less open space, and adjacent to a high-end single

family neighborhood. (CWA Conditional Re-Zoning Review LLSq dated January 24, 2019, attached as **Exhibit P**).

35. While the general rule is that a court will apply the ordinance in effect at the time the court renders its decision (see *Grand/Sakwa of Northfield, LLC v Township of Northfield*, 304 Mich App 137 (2010)), it will apply the ordinance in effect at the time of the court's decision when it finds that an amendment was passed is in bad faith (see *Lockwood, supra*). The handling of Plaintiff's PSP application and the approval of other PSPs in NNDs during the period when the NND amendment was being considered and ultimately passed, meets the *Lockwood* definition of bad faith.

36. The Court should consider the timing of the Ordinance amendment in relationship to the Plaintiff's application, the significance of the amendment in relationship to the expressed goal of the community, the application of the amendment to similar property owners, the reach of the regulation beyond the litigation, and the relationship of the Ordinance amendment to a view of the total circumstances, among other things. The fact that the property owner's application motivated the change is not, in itself, dispositive of the question. The issue of bad faith is factual and will be determined by the trier of fact after consideration of all relevant factors. *Willingham v Dearborn*, 359 Mich 7 (1960).

37. **The Planned Project as a Residential Use is Compatible with Adjacent Residential Uses and the Neighborhood Node Zoning to the South.** The planned project is adjacent to a vacant parcel zoned NND to the south. The planned project seeks to use the subject property pursuant to the NND zoning, so it is compatible with that Zoning and future use under the NND zoning.

38. The planned project is also compatible with the adjacent properties to the north and west that are zoned R1-B and are currently used for single family housing. First, the planned project is residential, contained in townhome style buildings resembling houses. Moreover, the buildings are set back 138' and 40' from the west and north subject property lines, respectively. Simply, given the distance and type of use, there is no conflict in compatibility with the property to the west and north of the subject property.

39. Not only is the subject property for a residential use, the buildings in the planned project will have an upgraded facade compared to the adjacent single-family homes. The Plaintiff/Developer committed to using brick and cement board siding (a/k/a Hardie Board) for the facades. One PC Member stated that he drove the adjacent neighborhood and noted vinyl siding on some of the homes and therefore considered this planned project to be an upgrade.

40. **The PC's Improper Application of a "Compatibility" Standard Required the ZBA to Reverse the PC's Determination and Approve the PSP.** As stated above, the ZBA can reverse an administrative decision being appealed if ANY one (1) or more of the following requirements are met:

- (a) The administrative decision was arbitrary or capricious;
- (b) The administrative decision was based on an erroneous finding of material fact;
- (c) The administrative decision constituted an abuse of discretion; or
- (d) The administrative decision was based on erroneous interpretation of the Zoning Ordinance or zoning law.

41. In this case, reversal by the ZBA was fully supported based on each and all of the requirements.

- (1) **The decision of the PC and ZBA to deny the PSP was arbitrary and capricious.**

The PC applied the standard of compatibility to the planned project, when no such standard is application to this planned project. Further, it applied the compatibility standard to

the planned project, even though it did not apply such a standard in approving the similarly situated SLC Project and LLSq that were both more intense than the planned project. By these actions, singularly and collectively, the SLP and LLSq projects' Determination were arbitrary and capricious.

- (2) The decision of the PC and ZBA to deny the PSP was based on an erroneous finding of material fact.

First, there was no finding of any facts by the PC. The approval motion merely stated a "lack of compatibility" without any findings of fact to support that conclusion. To the contrary, the PC ignored numerous facts to support the planned project being compatible to its adjacent properties, including the fact that the City of Troy, through its Master Plan and Zoning Ordinance, already determined the use proposed by the planned project to be compatible and the fact that the planned project sought to use the subject property for a residential use, similar to adjacent properties to the north and west. Therefore, the PC Determination was based on an erroneous finding of material fact.

- (3) The Decision of the PC and ZBA to Deny the PSP constituted an abuse of Discretion

As stated above, the PC applied a compatibility standard to the planned project that is not found in the NND and is inapplicable to the planned project under the Site Plan Ordinance. Even so, by applying a subjective standard, not itemizing facts to support the alleged incompatibility and ignoring facts supporting compatibility, the PC abused its discretion.

- (4) The Decision of the PC and ZBA to Deny the PSP was based on an erroneous interpretation of the Zoning Ordinances.

As stated above, the NND does not contain any compatibility standard and the design guideline contained in Section 8.06 of the Zoning Ordinance, does not apply to the planned project. The PC, by applying a compatibility standard, interpreted the Zoning Ordinance in

error, for if the PC had correctly interpreted the Zoning Ordinance, denial could not be based upon lack of compatibility. The PC's application of a compatibility standard upon the planned project and the action of the ZBA in endorsing that application, is an erroneous interpretation of the Zoning Ordinance.

(a) **The Planned Project Provides Adequate Transition.** Without identifying how the planned project lacked "transition" or articulating what would be an adequate transition for the subject property, the PC ignored all the Design Features (as listed below) being provided by the Plaintiff/Developer that make the planned project an appropriate transition between existing and future adjacent uses. The concept of transition in NND for this subject property identified as an NN:B site is provided for in Section 5.06.E.3 of the Zoning Ordinance.

(b) While not always present between NN:A sites and residential neighborhoods and, when possible or preferable based on the parcel arrangement and existing circumstances, the NN:B category allows the Node to develop in a tiered manner, with more intense developments and uses permitted within the core of the Node, and less intense projects providing a buffer for the residential area.

(c) This planned project did exactly what the NND Ordinance required: a moderate density multi-family project of townhomes of modest heights, with significant setbacks and built with high quality materials that provide a transitional buffer to the residential area to the north from the future more intense uses that will be developed to the south of the planned project in adjacent NND parcels. Under the Ordinance, the future development to the south could be 4-story medical office buildings or commercial uses in one or more developments down to Wattles Road.

(d) The NND Ordinance provides a design standard for “transitional features” in Section 5.06.E.3 of the Zoning Ordinance. However, the Determination states “lack of transition” not lack of “transitional features”. The PC ignored the NND Ordinance concerning transitional features¹ and ostensibly relied upon language from Section 8.06.A of the Site Plan Ordinance where it states with regard to transition (emphasis supplied):

SECTION 8.06 SITE PLAN REVIEW DESIGN STANDARDS

These design standards are intended to enhance the overall character of Troy by building upon patterns of development that create or enhance sense of place and have well-defined and vibrant design context.

The following general standards and any standards established for a specific use shall be applied when considering a site plan application:

(A) Development shall ensure compatibility to existing commercial districts and provide a transition between land uses through application of the following requirements:

- (1) Building design shall enhance the character of the surrounding area in relation to building and parking placement, landscape and streetscape features, and architectural design.
- (2) Street fronts shall provide a variety of architectural expression that is appropriate in its context and prevents monotony.
- (3) Building design shall achieve a compatible transition between areas with different height, massing, scale, and architectural style.

¹ The NND Ordinance provides a design standard for “transitional features” in Section 5.06.E.3 (Exhibit Q):

E. Design Standards. In addition to standards set forth in this Ordinance, all proposed development shall comply with the standards set forth herein.

3. Transitional Features.

- a. Transitional features are architectural elements, site features, or alterations to building massing that are used to provide a transition between higher intensity uses and low- or moderate-density residential areas. These features assist in mitigating potential conflicts between those uses. Transitional features are intended to be used in combination with landscape buffers or large setbacks.
- b. Intensity. A continuum of use intensity, where moderate intensity uses are sited between high-intensity uses and low-intensity uses, shall be developed for multi-building developments. An example would be an office use between commercial and residential uses.
- c. Height and Mass. Building height and mass in the form of building step-backs, recess lines or other techniques shall be graduated so that structures with higher intensity uses are comparable in scale with adjacent structures of lower intensity uses.
- d. Orientation. Primary building facades shall be placed away from the residential use.
- e. Architectural Features. Similarly sized and patterned architectural features such as windows, doors, arcades, pilasters, cornices, wall offsets, building materials, and other building articulations included on the lower-intensity use shall be incorporated in the transitional features.

(A) **The Building Design of The Project Does Enhance the Character of The Surrounding Area.**

The planned project's building design incorporates several features to enhance the character of the surrounding area ("**Design Features**"):

- a) Building facades are to be constructed with high quality materials of brick and cement board siding;
- b) Building heights of 27'9" and 33'1" are comparable to existing single family uses and zoning heights of 30'; especially considering that the subject property has a lower elevation than the properties to the north;
- c) All resident parking for the planned project is enclosed within garages, such that the only hardscape is for the drives and guest parking;
- d) The planned property does not require any tree mitigation as tree preservation and replacement exceed City Ordinances.
- e) There is a 138' setback to the west and a 40' setback to the Woodlands of Troy Subdivision;
- f) The 13 Buildings are residential townhomes with gabled roofs with 2 different sizes spread out in a campus-like setting;
- g) The planned project provides for 55% Open Space, which is more than three times the minimum amount of 15% required by the Zoning Ordinance; and
- h) Lot Coverage (Building) is less than 20%, a third less than the 30% maximum required by the Zoning Ordinance.

These Design Features are undisputed. The PC made no findings of fact to the contrary.

A. **The Street Front of the Planned Project is Appropriate for the Use and is Not Monotonous.**

Along Crooks Road, the planned project provided for three 5-unit buildings, split by the access boulevard. This design is appropriate for the use and is not monotonous.

B. **Building Design for the Planned Project Provided a Compatible Transition Between Areas with Different Height, Massing, Scale, and Architectural Style.**

The planned project, through its residential use and Design Features, provides an appropriate transition both within the NND and between the NND and the adjacent single family uses. The NND contemplates that uses of land will intensify moving toward the core of the NND and will lessen moving away from the NND core. The subject property represents the farthest parcel of this particular Neighborhood Node; therefore, it has to accommodate a use that will be more intense to the south. Similarly, it must and does provide a buffer to the existing single family uses to the north.

A moderate multi-family townhouse development spread out over 13 buildings with comparable heights to single family homes, landscaped buffers, increased setbacks and open space represents the most optimal transition that could be envisioned for the subject property.

C. The PC's Improper Denial of the PSP Based on "Inadequate Transition" Should Have Been Reversed by the ZBA.

As stated above, the ZBA can reverse an administrative decision being appealed if ANY one (1) or more of the following requirements are met:

- (a) The administrative decision was arbitrary or capricious;
- (b) The administrative decision was based on an erroneous finding of material fact;
- (c) The administrative decision constituted an abuse of discretion; or
- (d) The administrative decision was based on erroneous interpretation of the Zoning Ordinance or zoning law.

In this case, reversal by the ZBA was fully supported.

- (a) The decision of the PC and ZBA to deny the PSP was arbitrary and capricious.

The PC applied the transition standard to the planned project, but did not apply such a standard in approving the similarly situated projects that are more intense than the planned project. By this action, the PC Determination was arbitrary, capricious and unequal.

- (b) The decisions of the PC and the ZBA to deny the PSP were based on erroneous finding of material fact.

First, there was no finding of any facts by the PC. The approval motion merely stated there was “inadequate transition” without any findings of fact to support that conclusion. To the contrary, the PC ignored all the Design Features which support the planned project as being an appropriate transition between its adjacent properties. Therefore, the PC Determination and the action of the ZBA, were based on an erroneous finding of material fact.

- (c) The decision of the PC and ZBA to deny the PCP constituted an abuse of discretion.

By applying a subjective standard, not itemizing facts to support the alleged incompatibility and ignoring facts supporting an adequate transition, the PC and ZBA abused their discretion.

- (d) The decision of the PC and the ZBA to deny the PSP constituted a violation of Plaintiff's Equal Protection Rights under the Fourteenth Amendment of the U.S. Constitution. Plaintiff was treated differently than others in similar circumstances.

Federal appellate courts have held that to be considered similarly situated, the Plaintiff and his comparators “must be *prima facie* identical in all relevant respects or directly comparable . . . in all material respects”. *United States v Moore*, 543 F3d 891, 896 (7th Cir 2008). Plaintiff clearly met the test of *Moore*.

(e) Under MCR 2.605, this Court has the power to adjudicate the matters at issue and enter its judgment declaring the rights to all parties to this action.

(f) Under the facts as stated above, there is an actual controversy of sufficient immediacy between the parties, and a multiplicity of litigation will be avoided if all of these issues are determined by this Court at one time.

(g) Plaintiff has exhausted all available administrative remedies and has no adequate remedy other than the remedy sought by this Complaint.

WHEREFORE, Plaintiff respectfully requests the following relief from the Court:

- A. Declaratory judgment that Plaintiff has standing to pursue this matter;
- B. Declaratory judgment that the Zoning Ordinance with regard to NND compatibility and transition standards is vague, overbroad, lacking definite standards and is incapable of being rationally administered;
- C. Declaratory judgment that Plaintiff's proposed site plan was in total compliance with the Zoning Ordinance, other local units of government planning documents, state and federal statutes, and, as an administrative, ministerial action, must be approved;
- D. Declaratory judgment that the decisions of the PC and the ZBA were arbitrary and capricious, were based on an erroneous finding of material fact, and constituted an abuse of discretion;
- E. Declaratory judgment that the Defendant's actions deprived the Plaintiff of his Fourteenth Amendment Rights of Equal Protection under the Law;
- F. Declaratory judgment that the amended ordinance adopted on May 24, 2021, was enacted in bad faith;
- G. Issue a Writ of Mandamus directing the City of Troy to approve the site plan under the ordinance in effect as of the date of Plaintiff's application, or to appear before the Court to Show Cause as to why they have not done so, and after a hearing, issue a peremptory Writ of Mandamus commanding Defendant to issue the PSP.

H. Such other relief as the Court may deem just and proper.

Respectfully submitted,

Dated: July 15, 2021

Henry N. Sandweiss, PLLC
/s/ Henry N. Sandweiss
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STATE OF MICHIGAN)
COUNTY OF OAKLAND)

Safet "Sam" Stafa, being sworn says:

1. I am the Plaintiff in this action and have personal knowledge of myself, my activities and my intentions as set forth in the foregoing Complaint.
2. The facts alleged in this Complaint are true except those stated on information and belief, which I believe are true, and, if called to testify, I would competently testify to the matters stated herein.

Safet Stafa
Safet "Sam" Stafa

Subscribed and sworn to before me,
on July 15, 2021.

Careen Eagle
Careen Eagle, Notary Public
Notary Public, Oakland County, Michigan
My Commission Expires: 2.3.26
Acting in Oakland County

This case has been designated as an eFiling case, for more information please visit
www.oakgov.com/efiling.

STATE OF MICHIGAN
OAKLAND COUNTY CIRCUIT COURT

SAFET "Sam" STAFA,
Plaintiff,

2021-189046-AW
JUDGE JEFFERY S. MATIS

V

THE CITY OF TROY,
Defendant.

EXHIBITS A THROUGH C

VERIFIED COMPLAINT FOR DECLARATORY RELIEF, WRIT OF
MANDAMUS AND EX PARTE MOTION TO SHOW CAUSE WHY SITE
PLAN APPROVAL SHOULD NOT BE GRANTED PURSUANT TO MCR
3.305(C)

EXHIBIT A

Legal Description

SCHEDULE C
Legal Description

Land situated in the City of Troy, County of Oakland, State of MI described as follows:

Parcel 1:

The North 1/2 of Lot 3 except the East 27 feet taken for Crooks Road, Supervisor's Plat of Troy Farmsites, as recorded in Liber 56, Page 59 of Plats, Oakland County Records.

Parcel 2:

The South 1/2 of Lot 3, except the East 27 feet taken for road purposes, SUPERVISOR'S PLAT OF TROY FARMSITES, as recorded in Liber 56, Page 59, Oakland County Records.

Parcel 3:

Part of Lot 4, more particularly described as: Beginning at a point distant South 89° 42' 00" West 351.80 feet and North 00° 05' 55" East 284.38 feet from the Southeast Section corner, thence North 00° 05' 55" East 145.22 feet, thence North 89° 42' 00" East 290.87 feet, thence South 00° 01' 30" East 145.22 feet, thence South 89° 42' 00" West 291.18 feet to beginning, SUPERVISOR'S PLAT OF TROY FARMSITES, as recorded in Liber 56, Page 59, Oakland County Records.

EXHIBIT B

Agreement of Sale

AGREEMENT OF SALE

The undersigned, hereinafter designated as the Purchaser, hereby offers and agrees to purchase land and premises situated in the City of Troy, County of Oakland, State of Michigan described as follows: 4115 Crooks Rd., 4095 Crooks Rd., and a sliver of land, plus or minus 10,000 sq. ft, contiguous to 4095 Crooks Rd. (the properties") The Tax IDs for these properties are 20-17-476-013, 20-17-476-014, and 20-17-476-055 respectively. Upon acceptance of this Offer, a full legal description of the premises is to be attached hereto and become a part hereof.

The Purchaser shall be responsible for the costs of surveying the properties.

Together with all improvements and appurtenances, if any; the Purchaser agrees to pay therefore the sum of:

Two Million, Four Hundred Thousand and 00/100 (\$2,400,000.00) Dollars, pursuant to the terms and conditions stated in a purchase money Mortgage and Note which provides for a down payment of One Million Five Hundred Thousand and 00/100 (\$1,500,000.) Dollars, and payment of the balance on or before June 1, 2020, plus interest at the rate of nine (9%) percent per annum, interest to start on the date of closing. As security for payment of the Note, the Purchaser shall execute and deliver a first priority mortgage on the premises being conveyed. The sale is further subject to existing restrictions of record, easements for public utilities and driveways, and zoning ordinances, if any, which shall be reviewed and approved by Purchaser.

IMPORTANT CONTINGENCY:

Notwithstanding anything contained herein to the contrary, the Seller and the Purchaser mutually understand and agree that: 1) There is currently a valid Agreement of Sale in force, entered into between the parties relating to 4165 and 4115 Crooks Road, Troy, MI which, among other salient terms, provides for a \$50,000. earnest money Deposit. On the condition that the Seller herein, timely accepts this Agreement of Sale, the Agreement of Sale mentioned above will be considered null and void and of no further effect except that the \$50,000. earnest money Deposit shall be released by the title company holding it and re-applied as part of the earnest money Deposit under this Agreement of Sale. See Deposit Authorization, section 8 below.

THE SALE IS TO BE CONSUMMATED IN THE FOLLOWING MANNER:

Delivery of the usual warranty deed conveying a marketable title, subject to permitted exceptions and free and clear of any and all mortgages and security interests, but subject to (I) easements and rights of public utilities, as evidenced by the Title Commitment, (II) covenants, conditions, private easements and restrictions, (III) real estate taxes and assessments for the then current year as are not due and payable as of the date of Closing, and (IV) encumbrances or exceptions to title shown on the title commitment to which Purchaser does not object or which with Purchaser's consent are waived and accepted or insured over and, (V) the use restriction. The Seller agrees to be responsible for the payment of all transfer payments.

COMMITMENT FOR TITLE POLICY:

1. The Seller shall deliver to the Purchaser as soon as the contingency period expires, a complete commitment for a policy of title insurance issued by a mutually acceptable title insurance corporation, for an amount not less than the purchase price hereunder, guaranteeing title in the condition required herein, bearing date later than the acceptance hereof which will be accepted as sufficient showing of title.

TIME OF CLOSING - PURCHASER'S DEFAULT:

2. If this Offer is accepted by the Seller, and if title can be conveyed in the condition required hereunder, the Purchaser agrees to complete the sale on or before February 1, 2020. In the event of default by the Purchaser hereunder, the Seller may, as his sole remedy, declare a forfeiture hereunder and retain the deposit(s) as liquidated damages.

TITLE and/or SURVEY OBJECTIONS - SELLER'S DEFAULT:

3. If reasonable objection to the title or matters of survey is made, based upon a written opinion of Purchaser's attorney that either of them is not in the condition as reasonably required for performance hereunder, the Seller shall have thirty (30) days from the date he is notified in writing of the particular defects claimed, to either (1) remedy the title; (2) obtain title insurance as required above; or (3) refund the deposit in full termination of this Agreement if unable to remedy the title or obtain title insurance. If the Seller remedies the title or shall obtain such title policy within the time specified, the Purchaser agrees to complete the sale within ten (10) days of written notification thereof. If the Seller fails to remedy the title or obtain such title insurance or to give the Purchaser the above written notification within said thirty (30) days, the deposit(s) shall be refunded forthwith in full termination of this agreement. Title to the properties shall be deemed reasonably satisfactory to Purchaser if the condition of title does not have a material adverse effect on Purchaser's intended use of the properties as a multi-family development. In no event shall Purchaser object to utility easements of record. Any consensual liens may be discharged by Seller from the proceeds of sale at Closing.

POSSESSION:

4. The Seller shall deliver and the Purchaser shall accept possession of said property at the time of closing, subject to the right of tenants as follows: No tenants unless mutually agreed to by Seller and Purchaser.

OWNER OCCUPIED:

5. If the Seller occupies the property or any part thereof, it shall be vacated on or before date of closing unless mutually agreed upon by Purchaser and Seller. Further, the Seller agrees to pay a usage fee of \$-0- per day, from the date of closing to date of vacating the property.

ENCUMBRANCE REMOVAL:

6. Any existing encumbrances upon the premises which the Seller is required to remove under this Offer may be paid and discharged with the purchase money at the time of the consummation of the sale, or if the Purchaser elects, assumed with abatement of the purchase price.

TAXES; PRORATED ITEMS:

7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller except that, current taxes, if any, shall be prorated and adjusted as of the date of closing.

DEPOSIT AUTHORIZATION:

8. Upon full execution of this Agreement, First American Title Company is hereby authorized to pay over to Seller the deposit money in the amount of \$50,000. that it currently holds under their file number 259080. Subject only to section 3 herein, this deposit money shall then be non-refundable to Purchaser but shall be credited upon the purchase price if the sale is completed. On December 1, 2019, Purchaser agrees to deposit with the Seller an additional deposit in the amount of \$100,000. which sum shall also be non-refundable to Purchaser subject to section 3 herein, but shall be applied to the purchase price when the sale is consummated.

ACCEPTANCE TIME:

9. For valuable consideration, the Purchaser agrees that this Offer is irrevocable for five (5) days from the date hereof, and if it is not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser.

CLOSING PLACE:

10. The closing of this sale shall take place at the office of the title company or at any other mutually acceptable location.

NOTICES:

11. All notices, deliveries or tenders given or made in connection herewith shall be deemed completed and legally sufficient, if mailed or delivered to the respective party for whom the same is intended at his address herein set forth.

12. Payment of the purchase money shall be made at closing in cash or certified check.

13. The pronouns and relative words herein used are written in the masculine and singular only. If more than one join in the execution hereof as Seller or Purchaser, or either be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, personal representative, administrators, executors, assigns and successors of the respective parties.

14. It is understood that this property is being purchased in its present condition and that it will be delivered by the Seller to the Purchaser in substantially the same condition as when this Offer was made.

ADDITIONAL CONDITIONS:

15. Seller represents and warrants that there are no pending or existing lawsuits and is not aware of any lawsuits or litigation covering the subject property and further holds Purchaser harmless from the same.

16. "Superfund" Act: To the best of Seller's knowledge, no land fill exists on the Property and no hazardous waste or material has been deposited on the property and the property is free from any environmental problems as set forth in the Comprehensive Environmental Response Compensation and Liability Act ("Superfund"). Seller hereby agrees to indemnify and to hold Purchaser harmless from and against any and all loss, liability, damage or expense (including reasonable attorney's fees) resulting from any breach of warranty or misrepresentation under this Section 16. This warranty, representation and agreement of indemnity shall not be affected or limited by any inspection made by the Purchaser pursuant to Section 16 and shall survive the closing of this Agreement.

16. Representation: Seller warrants and represents that it has the authority to accept this Agreement of Sale and that it now holds the title to the property to be conveyed.

17. Additional Documents: Each party agrees to execute any additional documents reasonably requested by the other to carry out the intent of this Agreement.

18. Hold Harmless and Indemnification: The Purchaser agrees to indemnify and hold Seller harmless from any claims, suits, damages, costs, losses and any expenses resulting and arising from and out of Purchaser's or its officers, directors, agents and/or employees occupancy, possession, use and ownership of the property herein during the time the Purchase Agreement is in existence. The Seller agrees to indemnify and hold Purchaser harmless from any claims, suits, damages, costs, losses and any expenses resulting and arising from and out of the negligence of its officers, directors, agents and/or employees during the time the Purchase Agreement is in existence.

19. Survival of Representation and Warranties: The representations and warranties as set forth in this Agreement shall be continuing and survive the Closing.

20. Date of this Agreement: For the purposes of the transaction contemplated by this Agreement, the "Date of this Agreement" is acknowledged to be November 1, 2019.

21. Headings: The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

22. Saturdays, Sundays and Holidays: Whenever in this Agreement it is provided that notice must be given or an act performed or payment made on a certain date, and if such date falls on a Saturday, Sunday or holiday, the date of the notice of performance or payment shall be the next following business day.

23. Waiver: No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

24. **No adverse Information:** Seller represents and warrants that it has no adverse information with regard to the real estate which it has not disclosed to Purchaser and that there are no judicial or administrative proceedings pending or threatened against the real estate and Seller is not aware of any facts which might result in any action, suit or other proceedings.

25. **Eminent Domain:** If before closing all or any part of the real estate is taken by eminent domain, Purchaser may terminate this Agreement. If Purchaser terminates, neither Seller nor Purchaser shall have any further obligation to the other and the earnest money deposit will be promptly returned to Purchaser. If Purchaser does not terminate, this Agreement will remain in effect and Seller will assign to Purchaser all of Seller's rights to receive any awards that may be made for such taking.

26. **Cooperation:** The parties hereto agree to cooperate with each other in every reasonable way in carrying out the transaction contemplated hereby, in obtaining and delivering all required closing documents, and obtaining the required governmental approvals, and agree to use their best efforts to expeditiously accomplish same. In addition, Seller agrees to cooperate in the platting of said property including, but not limited to, its signature when required and providing existing documents.

27. **Risk:** All risk of loss or damage to the property shall be upon Seller until closing is made therefore.

28. **Access:** Seller represents and warrants that there exists access to the properties for vehicular and pedestrian ingress and egress from public roads and there does not exist any fact or condition which would result in the termination or impairment of that access.

29. **No representation or recommendation** is made by any party as to the legal sufficiency, legal effect or tax consequences of this Offer to Purchase or the transaction relating thereto; the parties shall rely solely upon the advice of their own legal counsel as to the legal and tax consequences of this Offer to Purchase. All Purchasers of real estate should have their title examined by an attorney.

30. **Non-Circumvention Agreement:** Purchaser is aware that the Seller has been attempting to acquire certain Properties (exhibit A) Purchaser agrees that for a period of 10 years from the Closing or the expiration or termination of this Agreement, Purchaser will not in any manner, directly or indirectly seek to acquire any legal, equitable or beneficial interest in the Adjacent Property. Purchaser acknowledges and agrees that Seller would not have entered into this Agreement without the undertakings of Purchaser under this Paragraph 30. Purchaser agrees to execute a more formal and comprehensive non-circumvention agreement within five (5) days of a written demand by Seller.

31. **Special Condition:** Seller has advised Purchaser that one of the properties located at 4095 Crooks Road is being acquired by Choice Development Corporation ("CDC"), pursuant to a Purchase Agreement dated October 4, 2019 with the Mildred G. Gnevy Living Trust u/a/d March 26, 1996 (the "4095 Agreement"). It shall be a condition to obligations of each party under this Agreement that CDC acquire the property described in the 4095 Agreement (the "4095 Property"). CDC shall exercise reasonable efforts to acquire the 4095 Property in accordance with the terms of the 4095 Agreement. Purchaser shall have the right to conduct due diligence on the 4095 Property on behalf of and with the reasonable cooperation of CDC. Purchaser acknowledges that the proceeds from the sale of the properties will be used by CDC to acquire the 4095 Property. If for any reason other than a default by CDC under the 4095 Agreement, the seller refuses to close the sale of the 4095 Agreement either on the terms set forth in the 4095 Agreement or such other terms as may be acceptable to CDC in its sole

discretion, then either party shall have the right to terminate this Agreement and the Deposit shall be returned to Purchaser.

32. Ownership of Properties: Purchaser acknowledges that the properties are owned by Kamal H. Shouhayib ("KHS"), individually and CDC as more particularly described in the title commitment to be provided. The agreements made by KHS and CDC under this Agreement are only as to that portion of the properties owned by KHS and CDC respectively.

PURCHASER: Sam Stafa on behalf of an
entity to be formed



Name: Sam Stafa

Address: 550 Stephenson Hwy.

Troy, Michigan 48063

Phone: 248-890-8421

SELLER'S ACKNOWLEDGMENT OF DEPOSIT:

Received from the above named Purchaser the deposit money above mentioned which will be returned forthwith if the foregoing Offer is not accepted within the time above set forth.

By: Kamal Shouhagib
Its: President

**ACCEPTANCE OF OFFER:**

TO THE ABOVE NAMED PURCHASER:

The foregoing Offer is hereby accepted and the Seller agrees to sell said premises upon the terms stated.

By the execution of this instrument, the Seller acknowledges the receipt of a copy of this Agreement.

SELLERS:

Choice Development Corporation
a Michigan corporation

By Kamal H. Shouhavi, President

Address: 2265 Livernois Road, Suite 500
Troy, Michigan 48083

Kamal H. Shouhaviib, Individually

PURCHASER'S RECEIPT OF ACCEPTED OFFER:

The Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.

IN THE PRESENCE OF:

PURCHASER: Sam Stafa or an
Entity to be Formed.

Name: Sam Stafa

Its: _____

Address: 550 Stephenson Hwy.
Troy, Michigan 48083

Phone: _____

(print name)

Exhibit A

**1070 W Wattles -Current Owner William Nielson
3941 Crooks- Current Owner Dan O Sullivan, Trust
3905 Crooks- Current Owner Richard Parkinson
811 W. Wattles- Current Owner Rodney Harris**

EXHIBIT C

**Preliminary Site Plan
and letter from Engineering Firm dated 03/16/2020**

CITY OF TROY, OAKLAND COUNTY, MICHIGAN

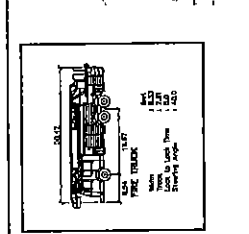
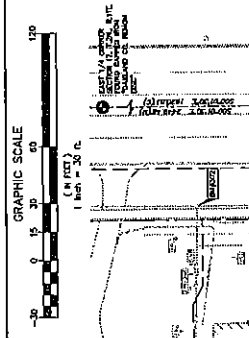
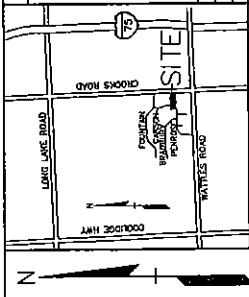
PEA, INC.
7927 NEMCO WAY, SUITE 115
BRIGHTON, MI 48116
CONTACT: LYNN WHIPPLE, PLA
PHONE: (517) 546-8583 EXT. 1203
FAX: (517) 546-8973
EMAIL: LWHIPPLE@PEAINC.COM



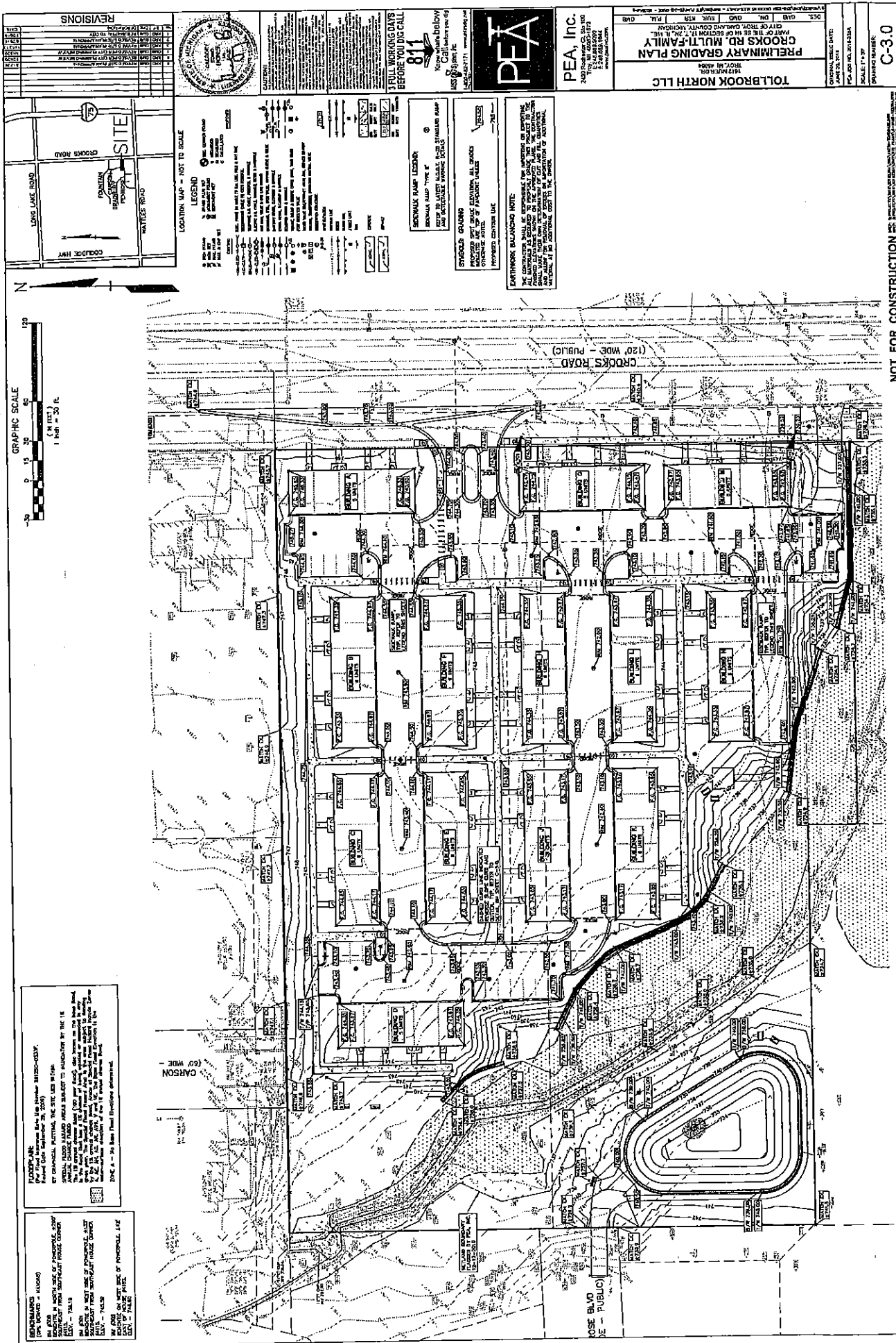
A-1	UNIT PLANS - BUILDINGS A & E-N
A-2	UNIT PLANS - BUILDINGS B, C & D
A-3	UNIT ELEVATIONS - FRONTS AND SIDE BUILDINGS A & E-N
A-4	UNIT REAR ELEVATIONS - BUILDINGS A & E-N
A-5	UNIT ELEVATIONS - FRONTS AND SIDE BUILDINGS B, C & D
A-6	UNIT REAR ELEVATIONS - BUILDINGS B, C & D
A-7	5 UNIT BUILDING PLANS - BUILDINGS A & E-N
A-8	5 UNIT BUILDING ELEVATIONS - BUILDINGS A & E-N
A-9	5 UNIT BUILDING PLANS - BUILDINGS A & E-N
A-10	5 UNIT BUILDING ELEVATIONS - BUILDINGS A & E-N
A-11	5 UNIT BUILDING PLANS - BUILDINGS B, C & D
A-12	5 UNIT BUILDING ELEVATIONS - BUILDINGS B, C & D
A-13	6 UNIT BUILDING PLANS - BUILDINGS B, C & D
A-14	6 UNIT BUILDING ELEVATIONS - BUILDINGS B, C & D
A-15	PAVILION PLANS AND ELEVATION

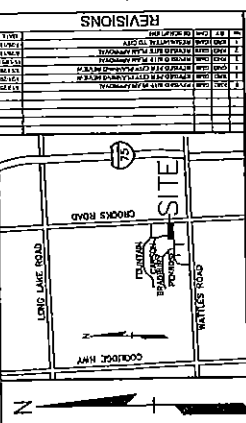
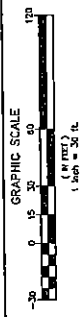
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NO.	DATE	REVISIONS
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2	10/1/00	REVISED PLAN
3	10/1/00	REVISED PLAN
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99	10/1/00	REVISED PLAN
100	10/1/00	REVISED PLAN



LEGAL DESCRIPTION
 (For reference only, not to be used for recording)
 The parcel is located in the City of Los Angeles, California, and is described as follows:
 Parcel 10, 20, 30, 40, 50, 60, 70, 80, 90, 100, 110, 120, 130, 140, 150, 160, 170, 180, 190, 200, 210, 220, 230, 240, 250, 260, 270, 280, 290, 300, 310, 320, 330, 340, 350, 360, 370, 380, 390, 400, 410, 420, 430, 440, 450, 460, 470, 480, 490, 500, 510, 520, 530, 540, 550, 560, 570, 580, 590, 600, 610, 620, 630, 640, 650, 660, 670, 680, 690, 700, 710, 720, 730, 740, 750, 760, 770, 780, 790, 800, 810, 820, 830, 840, 850, 860, 870, 880, 890, 900, 910, 920, 930, 940, 950, 960, 970, 980, 990, 1000, 1010, 1020, 1030, 1040, 1050, 1060, 1070, 1080, 1090, 1100, 1110, 1120, 1130, 1140, 1150, 1160, 1170, 1180, 1190, 1200, 1210, 1220, 1230, 1240, 1250, 1260, 1270, 1280, 1290, 1300, 1310, 1320, 1330, 1340, 1350, 1360, 1370, 1380, 1390, 1400, 1410, 1420, 1430, 1440, 1450, 1460, 1470, 1480, 1490, 1500, 1510, 1520, 1530, 1540, 1550, 1560, 1570, 1580, 1590, 1600, 1610, 1620, 1630, 1640, 1650, 1660, 1670, 1680, 1690, 1700, 1710, 1720, 1730, 1740, 1750, 1760, 1770, 1780, 1790, 1800, 1810, 1820, 1830, 1840, 1850, 1860, 1870, 1880, 1890, 1900, 1910, 1920, 1930, 1940, 1950, 1960, 1970, 1980, 1990, 2000, 2010, 2020, 2030, 2040, 2050, 2060, 2070, 2080, 2090, 2100, 2110, 2120, 2130, 2140, 2150, 2160, 2170, 2180, 2190, 2200, 2210, 2220, 2230, 2240, 2250, 2260, 2270, 2280, 2290, 2300, 2310, 2320, 2330, 2340, 2350, 2360, 2370, 2380, 2390, 2400, 2410, 2420, 2430, 2440, 2450, 2460, 2470, 2480, 2490, 2500, 2510, 2520, 2530, 2540, 2550, 2560, 2570, 2580, 2590, 2600, 2610, 2620, 2630, 2640, 2650, 2660, 2670, 2680, 2690, 2700, 2710, 2720, 2730, 2740, 2750, 2760, 2770, 2780, 2790, 2800, 2810, 2820, 2830, 2840, 2850, 2860, 2870, 2880, 2890, 2900, 2910, 2920, 2930, 2940, 2950, 2960, 2970, 2980, 2990, 3000, 3010, 3020, 3030, 3040, 3050, 3060, 3070, 3080, 3090, 3100, 3110, 3120, 3130, 3140, 3150, 3160, 3170, 3180, 3190, 3200, 3210, 3220, 3230, 3240, 3250, 3260, 3270, 3280, 3290, 3300, 3310, 3320, 3330, 3340, 3350, 3360, 3370, 3380, 3390, 3400, 3410, 3420, 3430, 3440, 3450, 3460, 3470, 3480, 3490, 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LEGEND

LOCATION MAP - NOT TO SCALE

REVISIONS

NO.	DATE	DESCRIPTION
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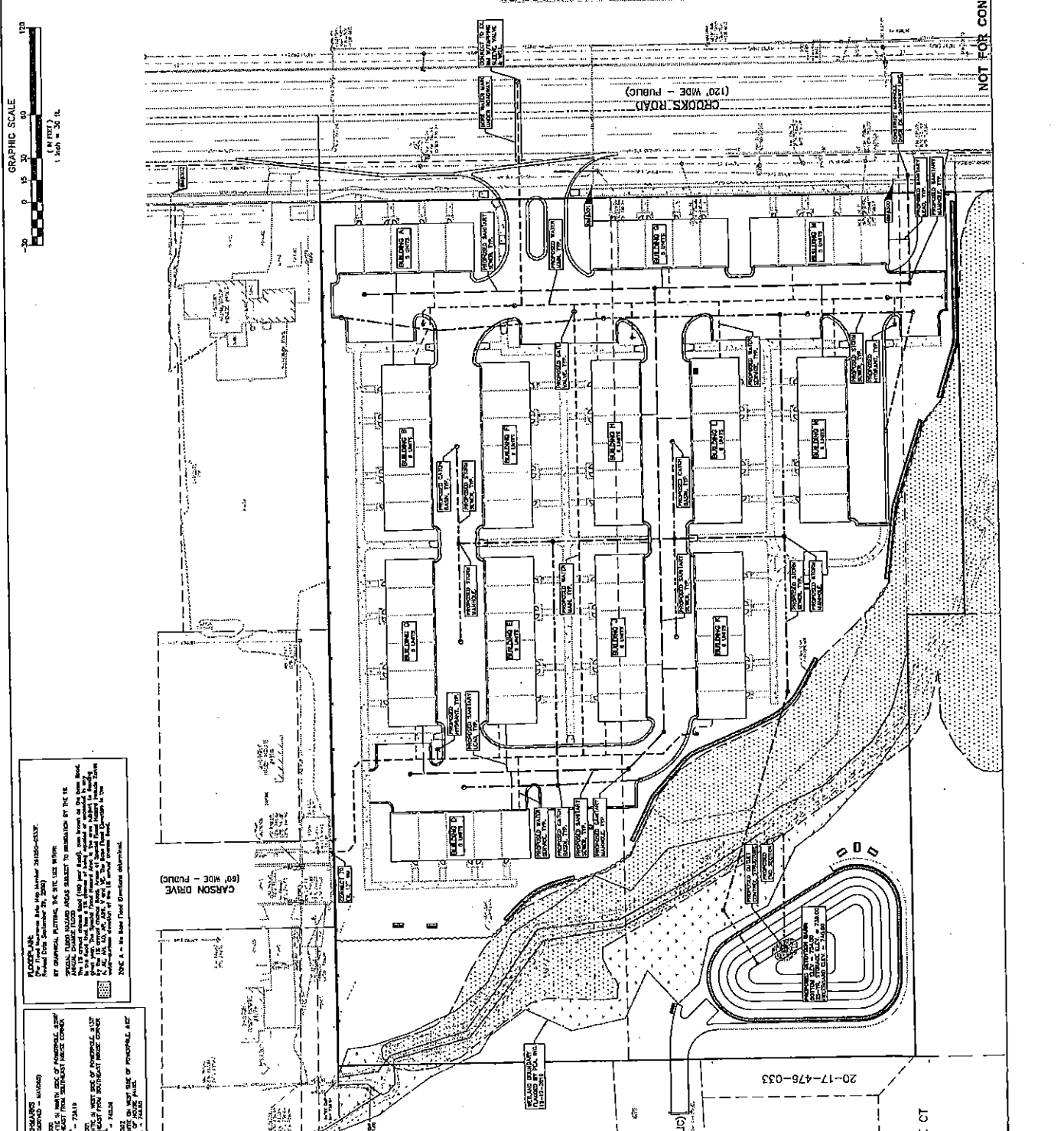
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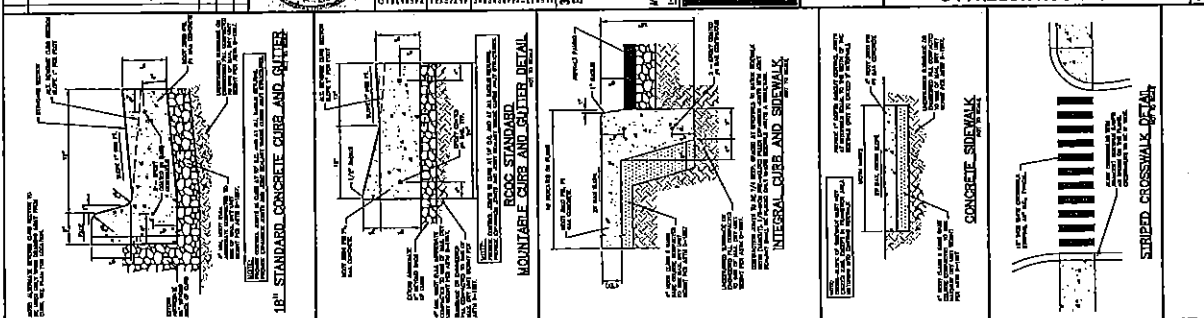
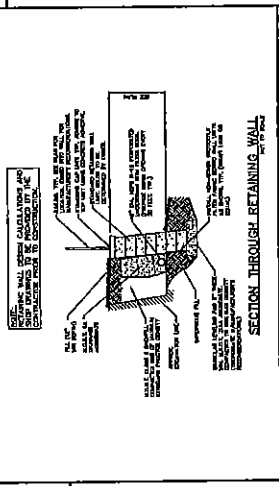
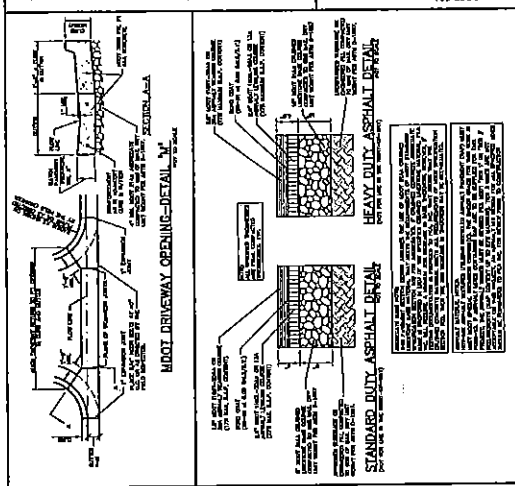
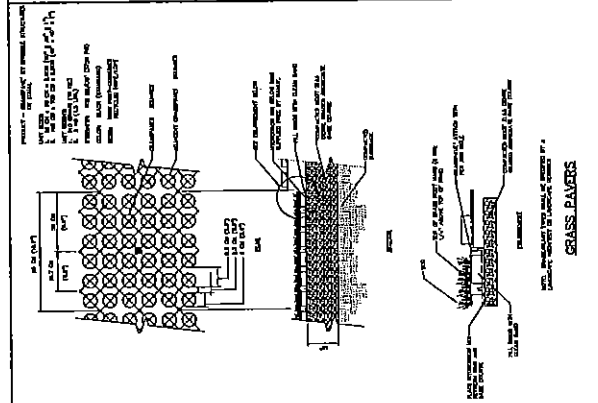
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REVISIONS

NO.	DATE	DESCRIPTION
1		
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811

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Ft. Worth, TX 76104
817.448.8000
www.pea.com

TOLLBROOK NORTH LLC

NOTES AND DETAILS

CROOKS RD. MOUNTAIN COUNTRY

1614 ALBERTA DR.
FORT WORTH, TX 76104

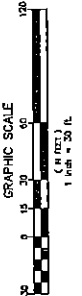
DESIGNED BY: [Signature]
CHECKED BY: [Signature]
DATE: 04/15/2019

SCALE: 1/2" = 1'-0"

DRAWING NUMBER: C-5.0

NOT FOR CONSTRUCTION

WOODLAND TREES		WOODLAND TREES REMOVED		REPLACE AT 10% OF REMOVED 2000	
447	104	354	104	354	104
WOODLAND TREES REMOVED	WOODLAND TREES REMOVED	WOODLAND TREES REMOVED	WOODLAND TREES REMOVED	WOODLAND TREES REMOVED	WOODLAND TREES REMOVED
223	72.5	140	223	140	223
0	0	0	0	0	0
TOTAL REQUIRED FOR WOODLAND REPLACEMENT		TOTAL REQUIRED FOR WOODLAND REPLACEMENT		TOTAL REQUIRED FOR WOODLAND REPLACEMENT	
LANDMARK TREES		LANDMARK TREES REMOVED		REPLACE AT 10% OF REMOVED 2000	
104	104	104	104	104	104
LANDMARK TREES REMOVED	LANDMARK TREES REMOVED	LANDMARK TREES REMOVED	LANDMARK TREES REMOVED	LANDMARK TREES REMOVED	LANDMARK TREES REMOVED
17	17	17	17	17	17
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TOTAL SHALL BE QUOTED FOR REPLACEMENT		TOTAL SHALL BE QUOTED FOR REPLACEMENT		TOTAL SHALL BE QUOTED FOR REPLACEMENT	

[illegible]

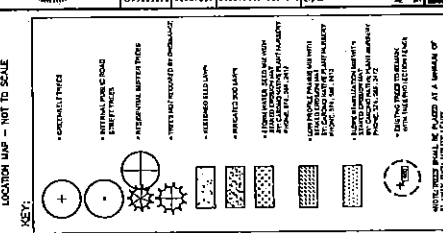
811
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1-800-4-A-DIG
KSS 811.com, Inc.

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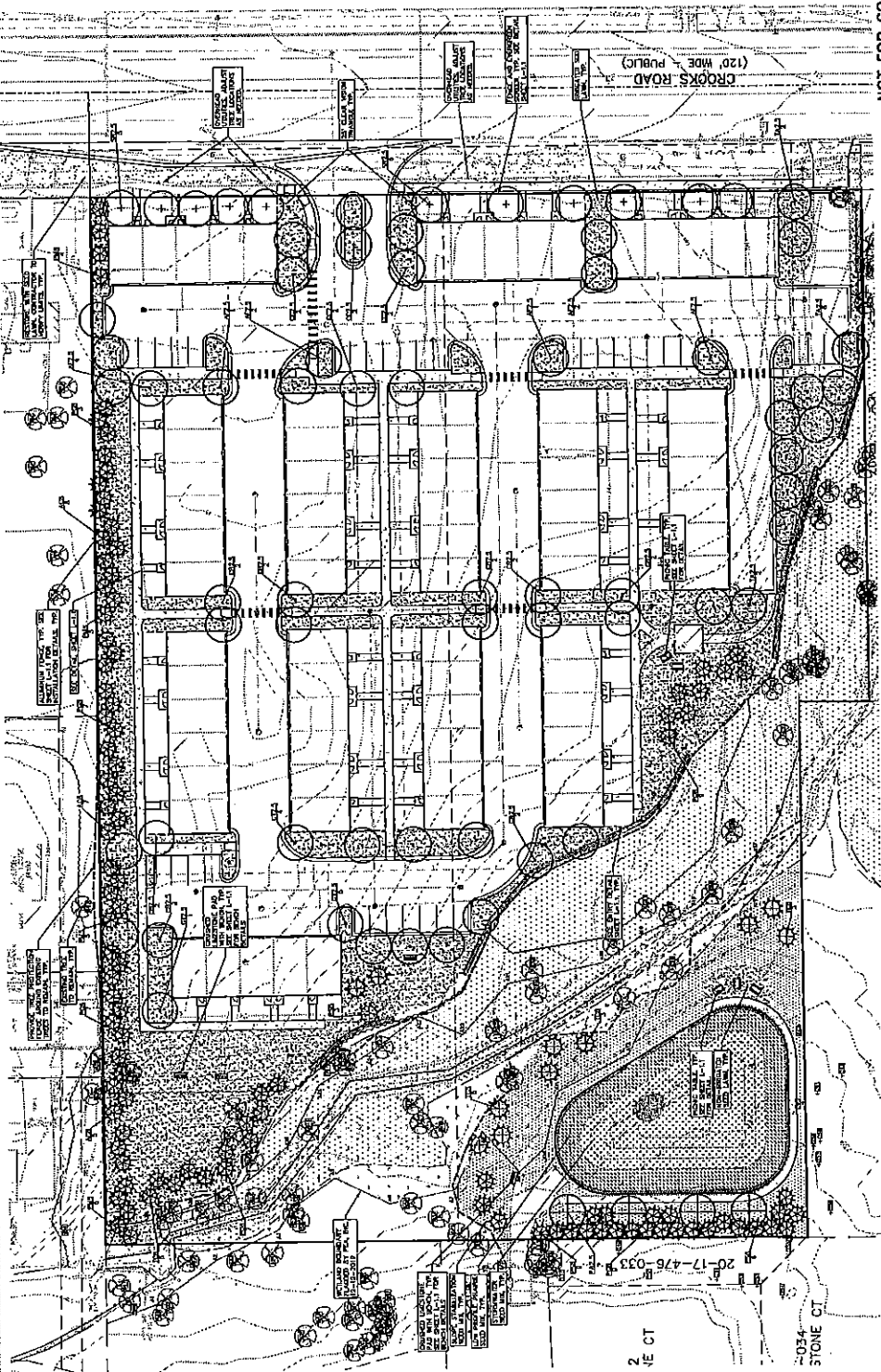
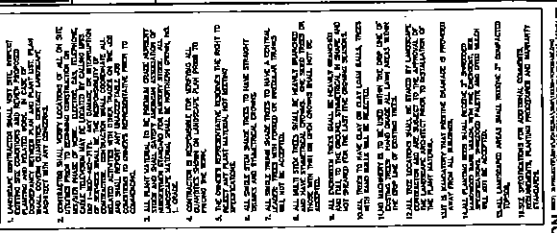
PEA, Inc.
2430 Rochester Ct. Ste 100
Troy, MI 48063-1872
C: 248.688.5090
F: 248.252.1046
www.peakinc.com

TOLLBROOK NORTH LLC 1610 HURST DR. TROY, MI 48064		PRELIMINARY LANDSCAPE PLAN CROOKS RD. MULTI-FAMILY PART OF THE SE 1/4 OF SECTION 17, 2N, 1E, 11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN		DES	WT	NO	SUR	KTR	PA	QAD
DRAWING NUMBER: L-1.0 SCALE: 1" = 30' PLOT, CITY OF TROY, MI DATE: 07/20/2010										

ANAL FOR CONSTRUCTION



GENERAL PLANTING NOTES:

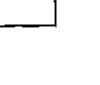


QUANTITY NUMBER
L-1.1

SCALE: 1" = 3'-0"

NOT FOR CONSTRUCTION

DESIGNED BY: J. R. HARRIS, P.E.
CHECKED BY: J. R. HARRIS, P.E.
DATE: 10/1/2011



[illegible]

REVISIONS	
NO. 1	DATE
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LOCATION MAP - NOT TO SCALE

[illegible]

3 FULL WORKING DAYS

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TOLLBROOK NORTH LLC
1817 HANCOCK RD.
THOBY, MI 48064

TREE PRESERVATION LIST
CROOKS RD, MULTIFAMILY
PART OF THE S/4 OF SECTION 17, T. 2N, R. 11E,
CLINT OF COUNTY, JACKSON

DWS AS DH, 3/2, SWS, N/4, P/4, Q/4

ORIGINAL ISSUE DATE:
JUNE 26, 2010

SEA LOG NO.: 2010-238A

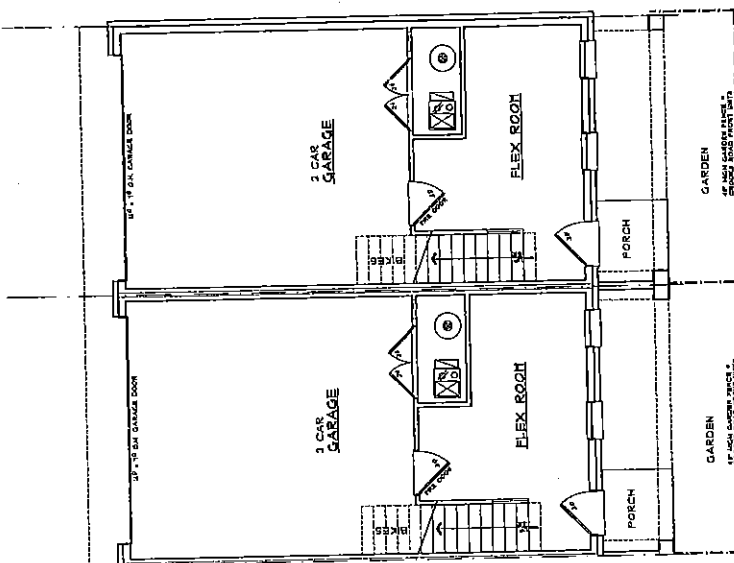
SCALE: 1" = 32'

DRAWING NUMBER:
T-1.1

NOT FOR CONSTRUCTION

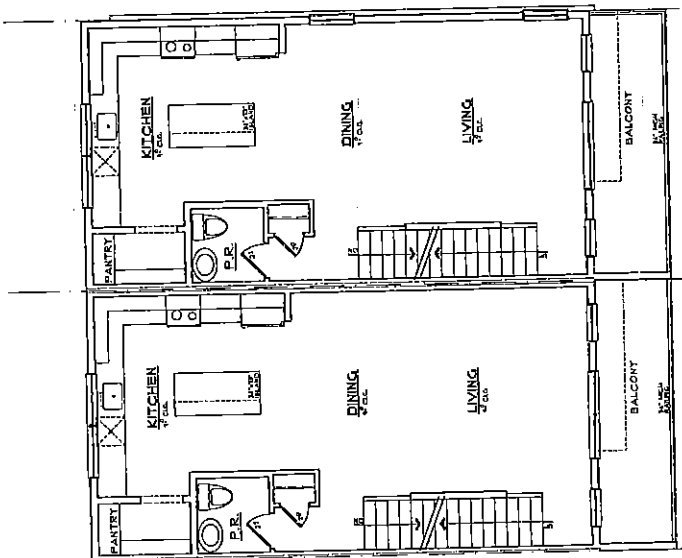
END UNIT 'A'

LOWER LEVEL PLAN



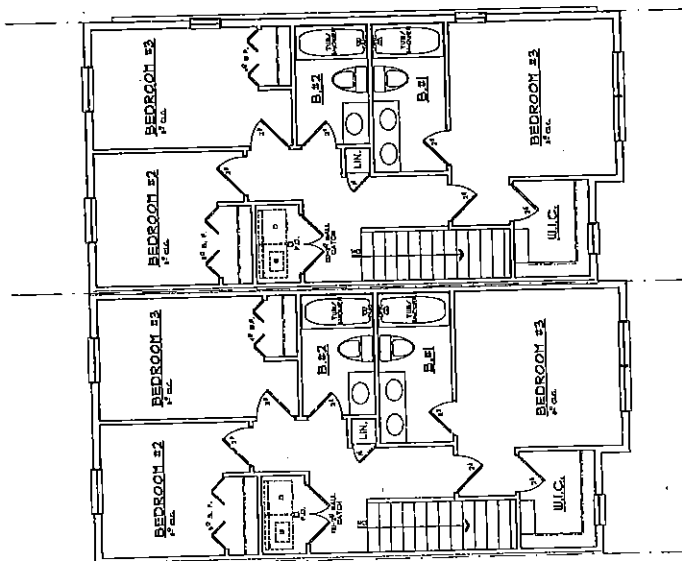
END UNIT 'A'

'B' / 'C'
FIRST FLOOR PLAN



END UNIT 'A'

B7C
SECOND FLOOR PLAN



SQUARE FOOTAGE	
LOWER LEVEL	146 SQ FT
1ST FLOOR	171 SQ FT
2ND FLOOR	101 SQ FT
TOTAL	1544 SQ FT

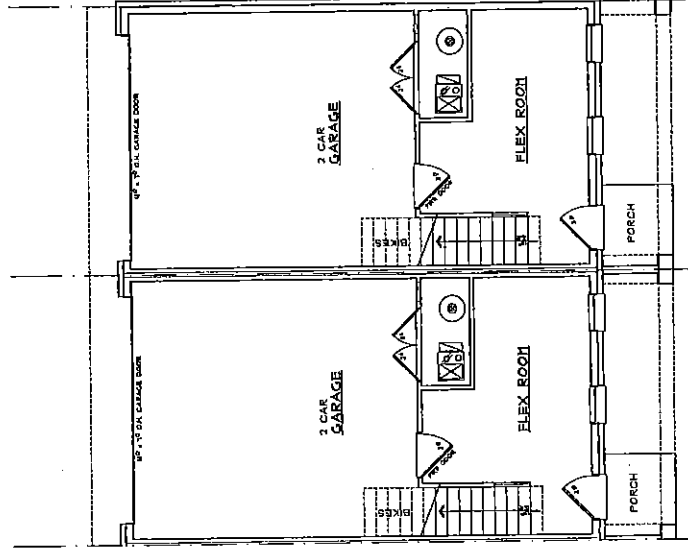


BRIAN KNEPPER ARCHITECTURE P.C.
DESIGN - PLANNING - INTERIORS
2330 S. 10TH AVE. SUITE 200
TROY, MICHIGAN 48060
BRIANKNEPPER.COM
248.259.1704

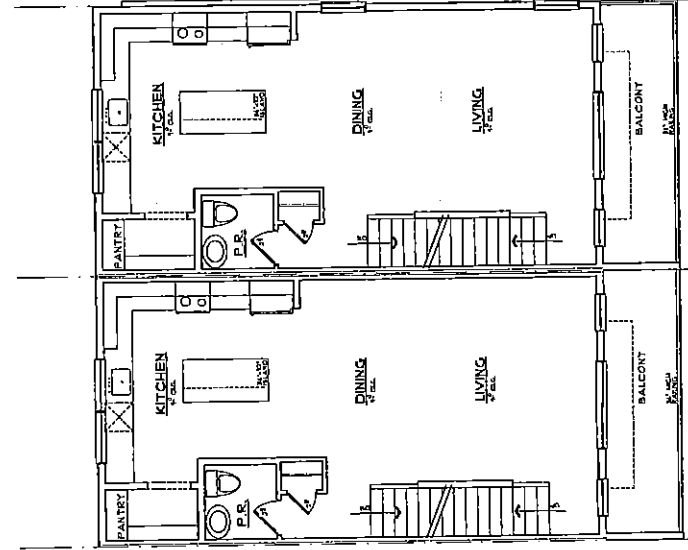
UNIT PLANS
BUILDINGS B, C & D
S.P.A.

TOLLBROOK NORTH LLC
CROOKS ROAD TOWNHOMES
TROY, MICHIGAN

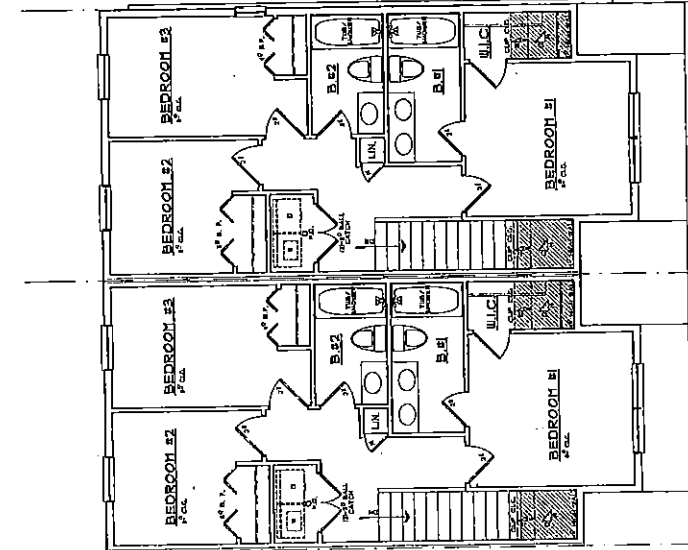
PROJECT NO.	110-10
DATE	11-10-10
DESIGNED BY	BR/K
CHECKED BY	BR/K
DATE	11-10-10
PROJECT NAME	TOLLBROOK NORTH LLC
PROJECT ADDRESS	CROOKS ROAD TOWNHOMES
CITY	TROY, MI
STATE	MI
COUNTY	DADE
ZIP	33133
OWNER	TOLLBROOK NORTH LLC
ARCHITECT	BRIAN KNEPPER ARCHITECTURE P.C.
SCALE	1/4" = 1'-0"
SHEET NO.	A-2



END UNIT 'A'
'B'/'C'
LOWER LEVEL PLAN
BUILDINGS B, C & D
SCALE: 1/4" = 1'-0"

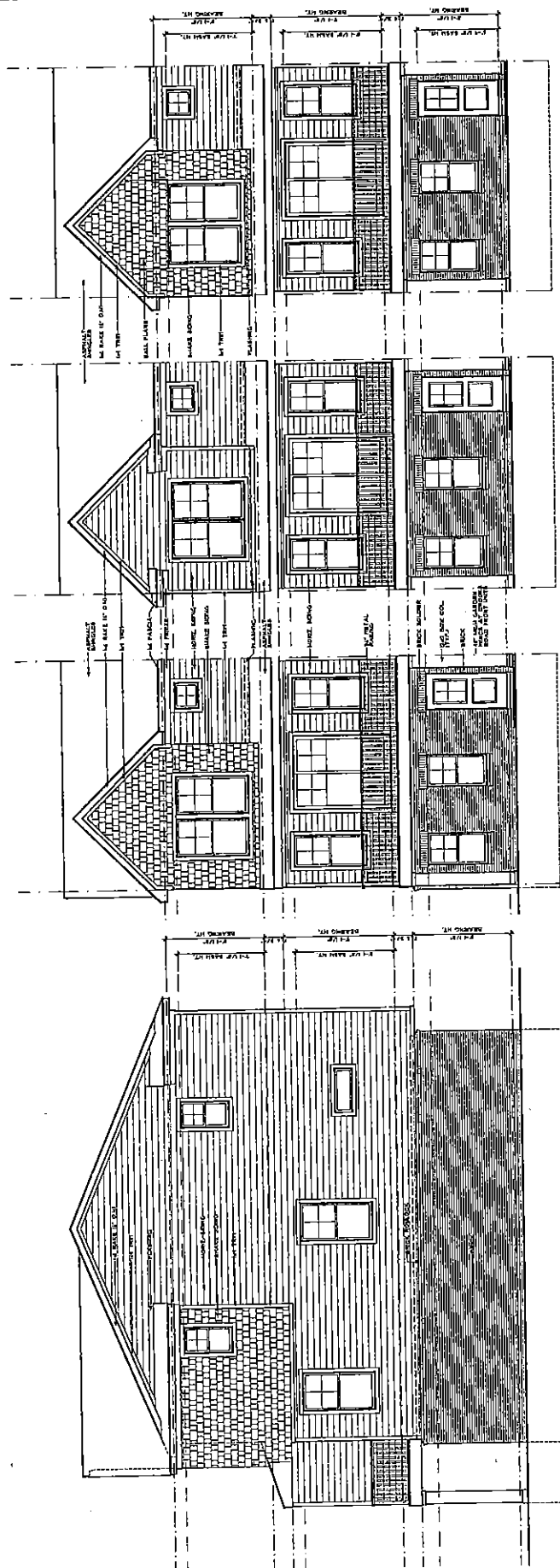


END UNIT 'A'
'B'/'C'
FIRST FLOOR PLAN
BUILDINGS B, C & D
SCALE: 1/4" = 1'-0"



END UNIT 'A'
'B'/'C'
SECOND FLOOR PLAN
BUILDINGS B, C & D
SCALE: 1/4" = 1'-0"

SQUARE FOOTAGE	
LOWER LEVEL	814 SQ. FT.
1ST FLOOR	471 SQ. FT.
2ND FLOOR	530 SQ. FT.
TOTAL	1,815 SQ. FT.



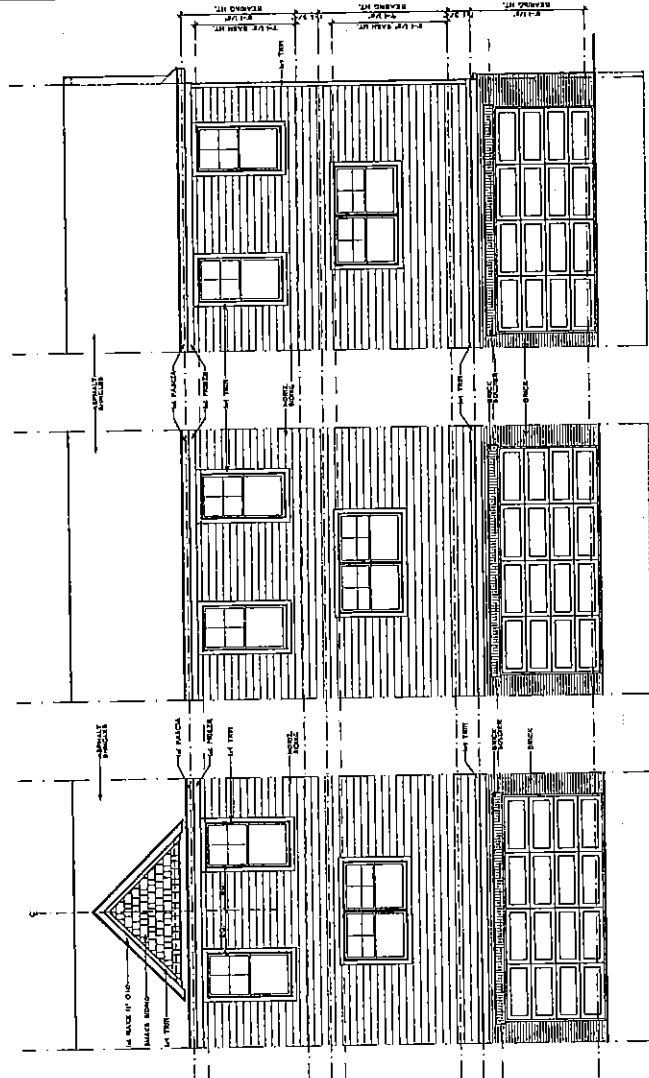
A-4



REAR ELEVATION 'A'
END UNIT BUILDING AT 64' SCALE: 1/4" = 1'-0"

REAR ELEVATION 'B'
BUILDING AT 64' SCALE: 1/4" = 1'-0"

REAR ELEVATION 'C'
BUILDING AT 64' SCALE: 1/4" = 1'-0"



TOLLBROOK NORTH LLC
CROOKS ROAD TOWNHOMES
TROY, MICHIGAN

UNIT REAR ELEVATIONS
BUILDINGS A & B-N
S.P.A.

BRIAN NEEPER ARCHITECTURE P.C.
DESIGN • PLANNING • INTERIORS
820 N. HARTLAND AVENUE, SUITE 100
TROY, MICHIGAN 48064
248.259.1794





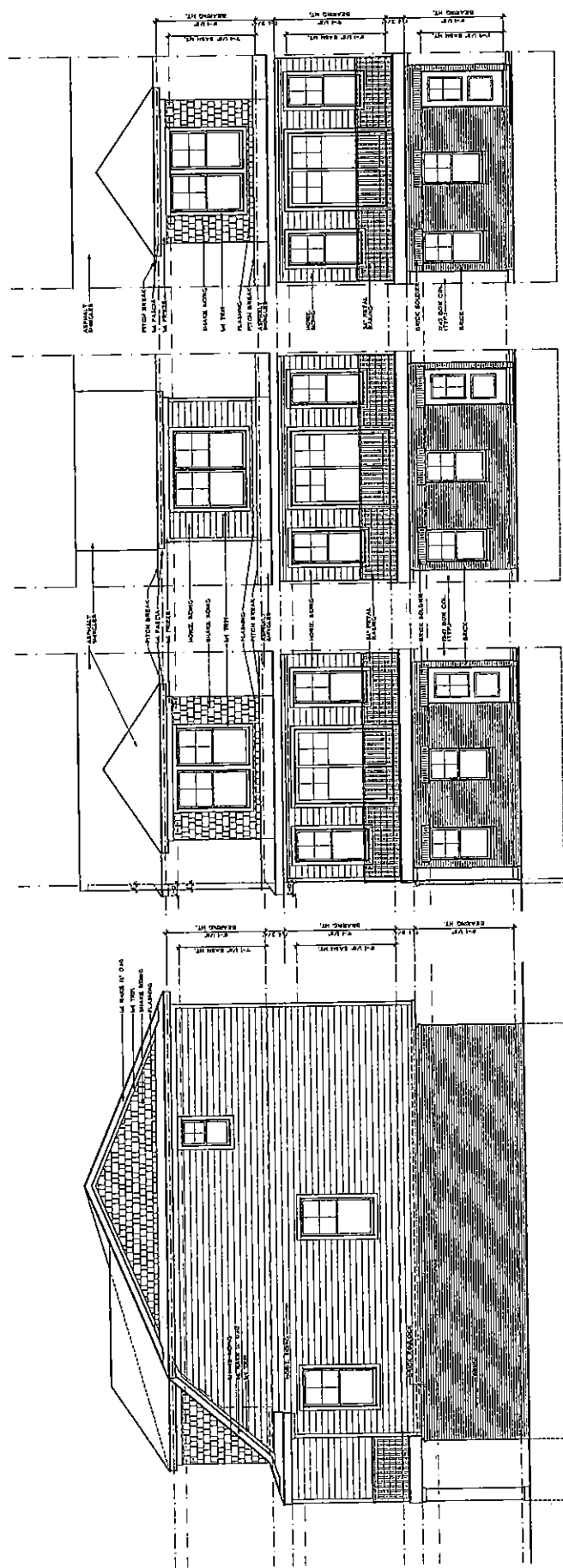
A-5

ELEVATION 'C'
BUILDINGS B, C & D
SCALE: 1/4" = 1'-0"

ELEVATION 'B'
BUILDINGS B, C & D
SCALE: 1/4" = 1'-0"

ELEVATION 'A'
BUILDINGS B, C & D
SCALE: 1/4" = 1'-0"

RIGHT SIDE ELEVATION
LEFT SIDE ELEVATION - OPPOSITE - SULAR
SCALE: 1/4" = 1'-0"

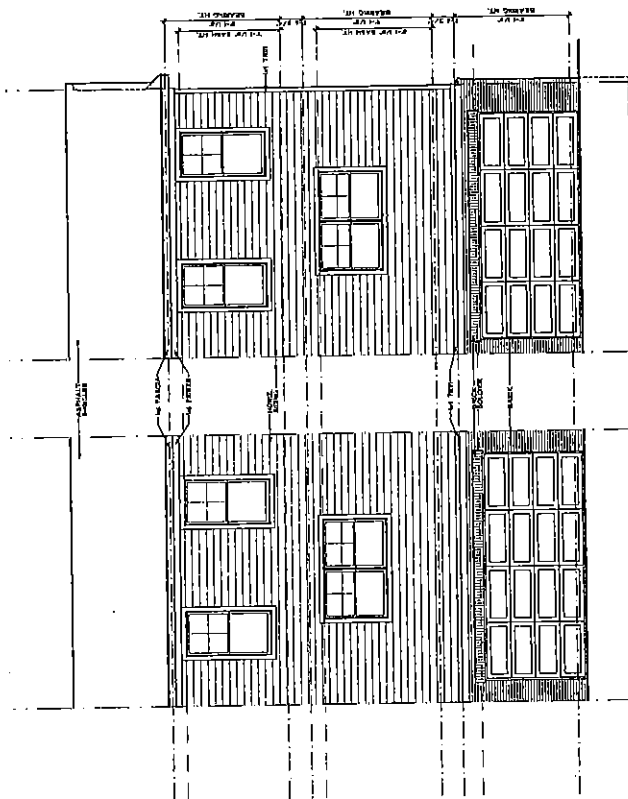


TOLBROOK NORTH LLC
CROOKS ROAD TOWNHOMES
TROY, MICHIGAN

UNIT ELEVATIONS
BUILDINGS B, C & D
S.P.A.

BRIAN KIEPER ARCHITECTURE P.C.
DESIGN - PLANNING - INTERIORS
42000 CROOKS ROAD, SUITE 201
TROY, MICHIGAN 48063
248.289.1734







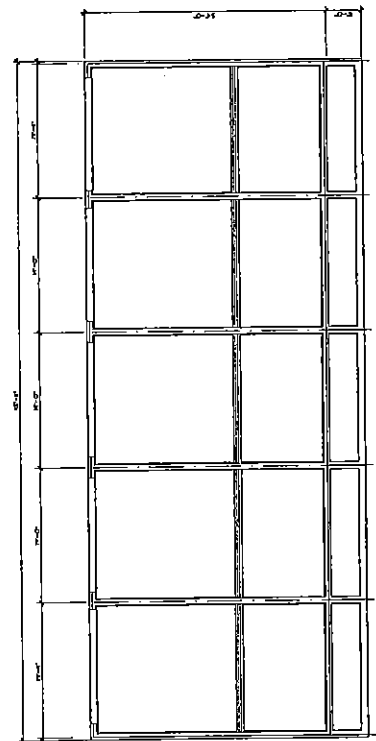
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DATE	01/11/11
BY	BRN
CHECKED	BRN
DATE	01/11/11

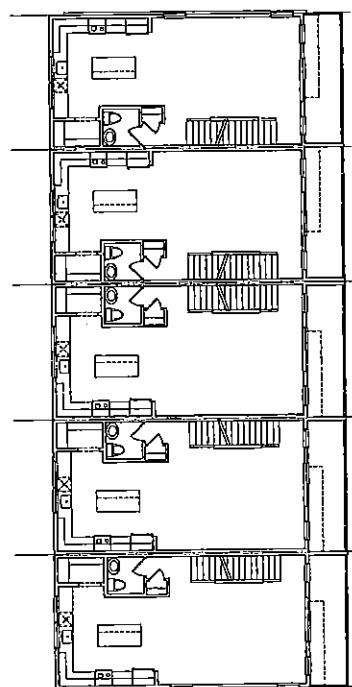
PROJECT / PROJECT
TOLLEBROOK NORTH LLC
CROOKS ROAD TOWNHOMES
TROY, MICHIGAN

UNIT 101
5 UNIT BUILDING PLANS
BUILDINGS A I E-N
S.P.A.

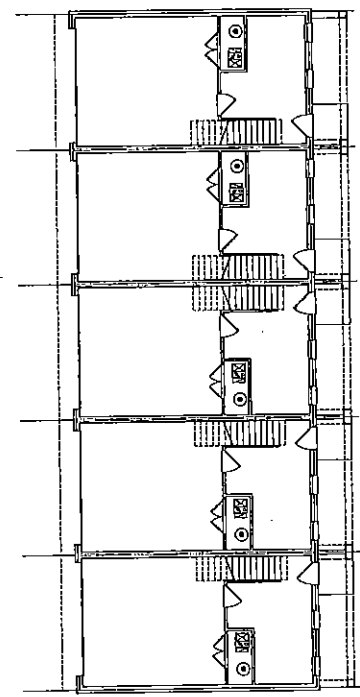
BRIAN KEEPER ARCHITECTURE P.C.
DESIGN • PLANNING • INTERIORS
10000 WOODLAND BLVD. #201
TROY, MICHIGAN 48068
248.259.1784
BRIANKEEPER.COM



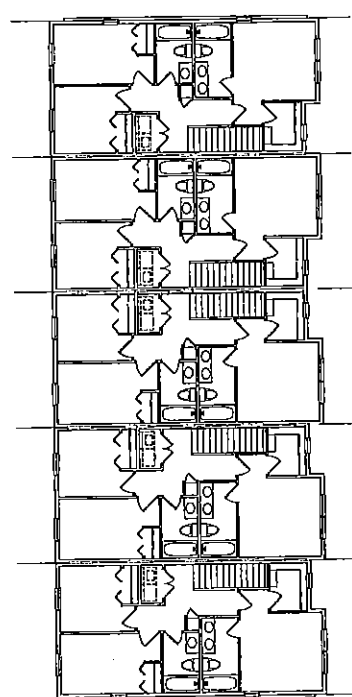
FOUNDATION PLAN
5 UNIT BUILDING
SCALE: 1/8" = 1'-0"



FIRST FLOOR PLAN
5 UNIT BUILDING
SCALE: 1/8" = 1'-0"



LOWER LEVEL PLAN
5 UNIT BUILDING
SCALE: 1/8" = 1'-0"



SECOND FLOOR PLAN
5 UNIT BUILDING
SCALE: 1/8" = 1'-0"

** EXISTING SECOND FLOOR UNIT LAYOUT OPTIONS WITH DEVELOPER



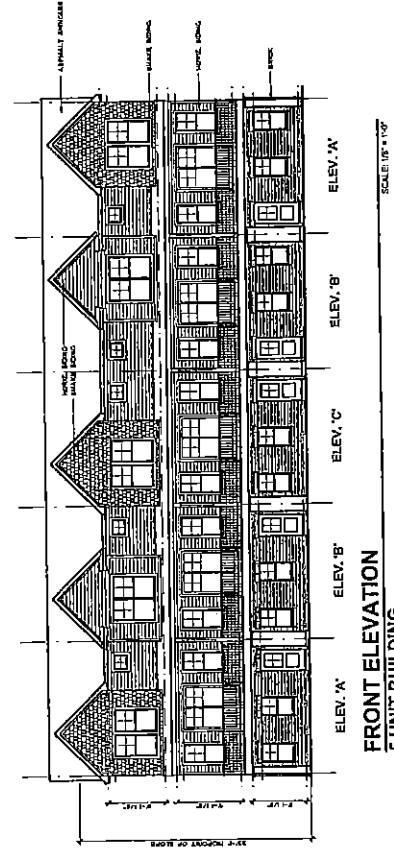
A-8

DATE: 12/1/14
DRAWN BY: BNP
CHECKED BY: BNP
PROJECT: 14-001

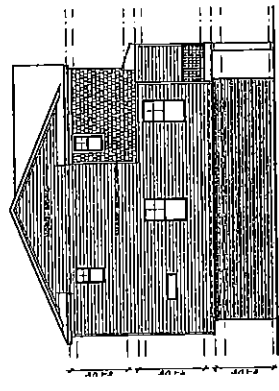
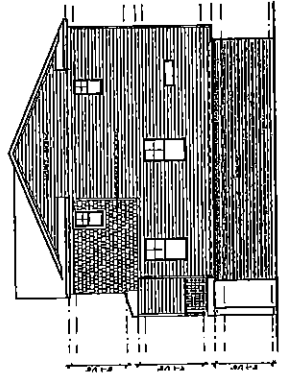
PROJECT: 14-001
SHEET: 14-001
TOLBROOK NORTH LLC
CROOKS ROAD TOWNHOMES
TROY, MICHIGAN

5 UNIT BUILDING ELEVATIONS
BUILDINGS A & E-N
S.P.A.

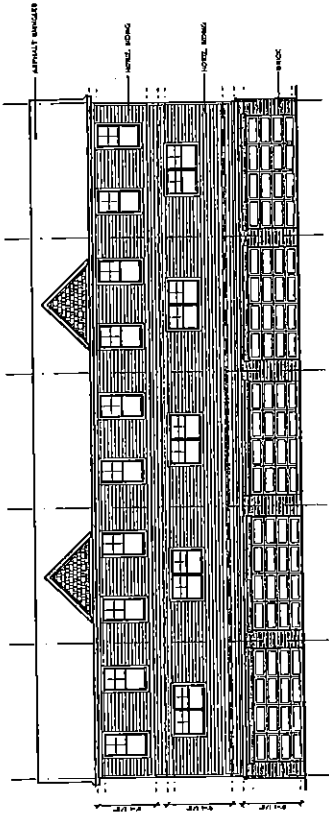
BRIAN NEPPER ARCHITECTS P.C.
DESIGN - PLANNING - INTERIORS
248.258.1784
ANN ARBOR, MICHIGAN



RIGHT SIDE ELEVATION
SCALE 1/8" = 1'-0"



LEFT SIDE ELEVATION
SCALE 1/8" = 1'-0"

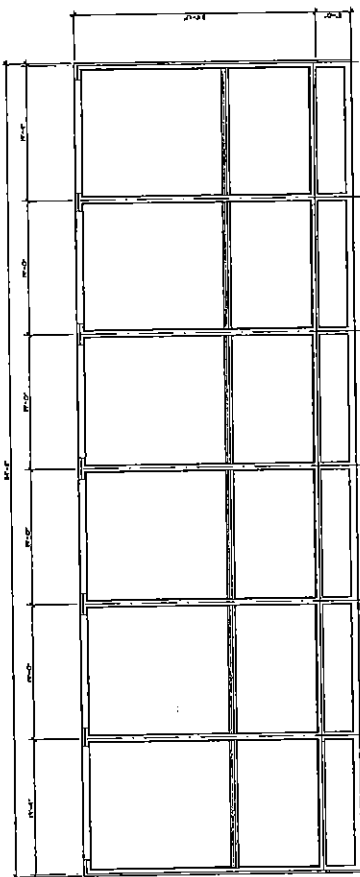


REAR ELEVATION
5 UNIT BUILDING
SCALE 1/8" = 1'-0"

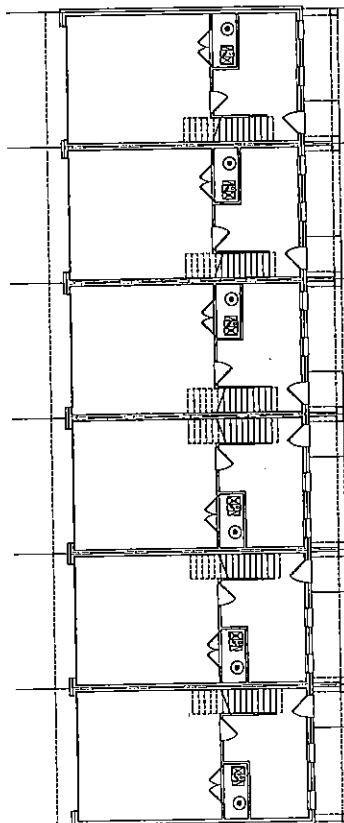
A-9



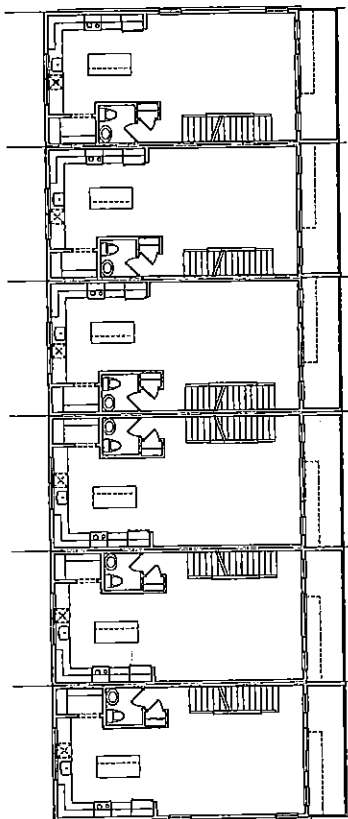
FOUNDATION PLAN
6 UNIT BUILDING



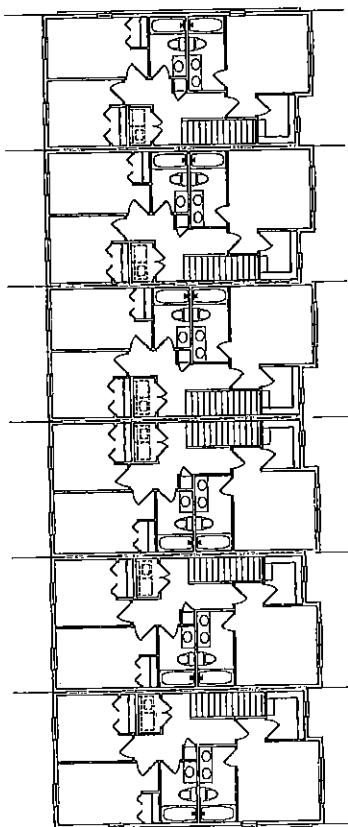
LOWER LEVEL PLAN
6 UNIT BUILDING



FIRST FLOOR PLAN
6 UNIT BUILDING



SECOND FLOOR PLAN
6 UNIT BUILDING



SCALE: 1/8" = 1'-0"

SCALE: 1/8" = 1'-0"

TOLLBROOK NORTH LLC
CROOKS ROAD TOWNHOMES
TROY, MICHIGAN

4 UNIT BUILDING PLANS
BUILDINGS A I E-N

BRIAN NEPPER ARCHITECTURE P.C.
DESIGN - PLANNING - INTERIORS
348. 259. 1764
BRIANNE@BNA.COM
348. 259. 1764





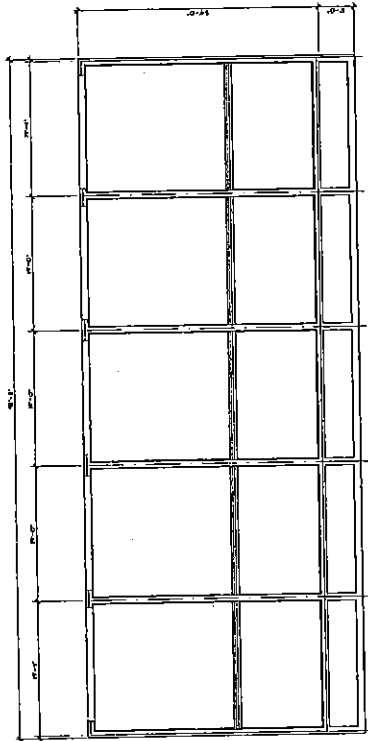
A-11

PROJECT NO.	11-011
DATE	11-01-11
DESIGNER	BRJ/JF
CHECKER	BRJ/JF
DATE	11-01-11

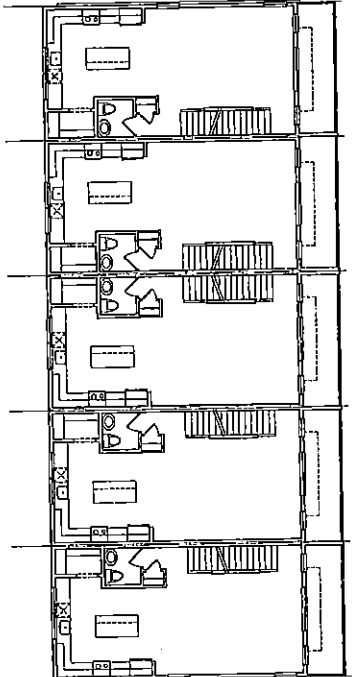
CLIENT: TOLLBROOK NORTH LLC
PROJECT: CROOKS ROAD TOWNHOMES
TROY, MICHIGAN

5 UNIT BUILDING PLANS
BUILDINGS B, C & D
S.P.A.

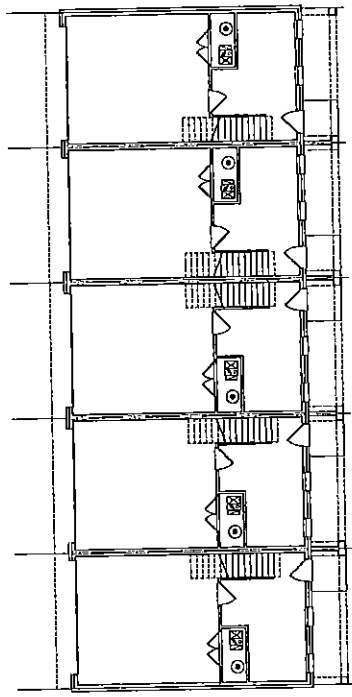
BRIAN NEEPER ARCHITECTURE P.C.
DESIGN • PLANNING • INTERIORS
840 SOUTH TOWNHOMES, TROY, MI 48068
248.259.1784



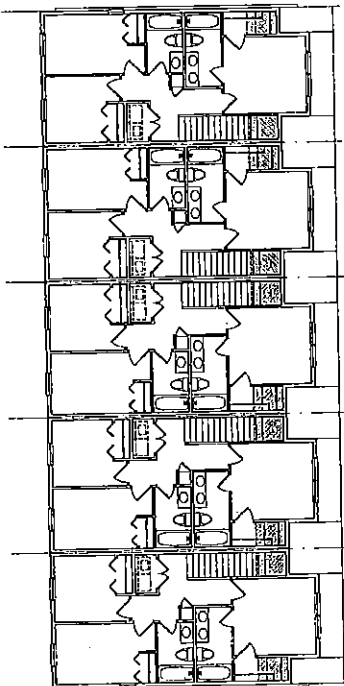
FOUNDATION PLAN
5 UNIT BUILDING
SCALE: 1/8" = 1'-0"



FIRST FLOOR PLAN
5 UNIT BUILDING
SCALE: 1/8" = 1'-0"



LOWER LEVEL PLAN
5 UNIT BUILDING
SCALE: 1/8" = 1'-0"



SECOND FLOOR PLAN
5 UNIT BUILDING
SCALE: 1/8" = 1'-0"

* CONCRETE SLABED FLOOR UNIT LAYERS SHOWN WITH REINFORCING



A-12

DATE: 11/13/18

BY: [Signature]

PROJECT: 11113-18

CLIENT: TOLLBROOK NORTH LLC

LOCATION: CROOKS ROAD TOWNHOMES

DATE: 11/13/18

BY: [Signature]

PROJECT: 11113-18

CLIENT: TOLLBROOK NORTH LLC

LOCATION: CROOKS ROAD TOWNHOMES

DATE: 11/13/18

BY: [Signature]

PROJECT: 11113-18

CLIENT: TOLLBROOK NORTH LLC

LOCATION: CROOKS ROAD TOWNHOMES

DATE: 11/13/18

BY: [Signature]

PROJECT: 11113-18

CLIENT: TOLLBROOK NORTH LLC

LOCATION: CROOKS ROAD TOWNHOMES

DATE: 11/13/18

BY: [Signature]

PROJECT: 11113-18

CLIENT: TOLLBROOK NORTH LLC

LOCATION: CROOKS ROAD TOWNHOMES

DATE: 11/13/18

BY: [Signature]

PROJECT: 11113-18

CLIENT: TOLLBROOK NORTH LLC

LOCATION: CROOKS ROAD TOWNHOMES

DATE: 11/13/18

BY: [Signature]

PROJECT: 11113-18

CLIENT: TOLLBROOK NORTH LLC

LOCATION: CROOKS ROAD TOWNHOMES

DATE: 11/13/18

BY: [Signature]

PROJECT: 11113-18

CLIENT: TOLLBROOK NORTH LLC

LOCATION: CROOKS ROAD TOWNHOMES

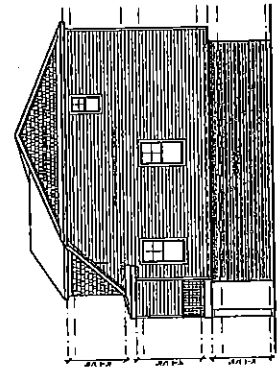
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BY: [Signature]

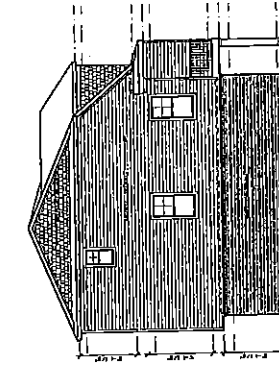
PROJECT: 11113-18

CLIENT: TOLLBROOK NORTH LLC

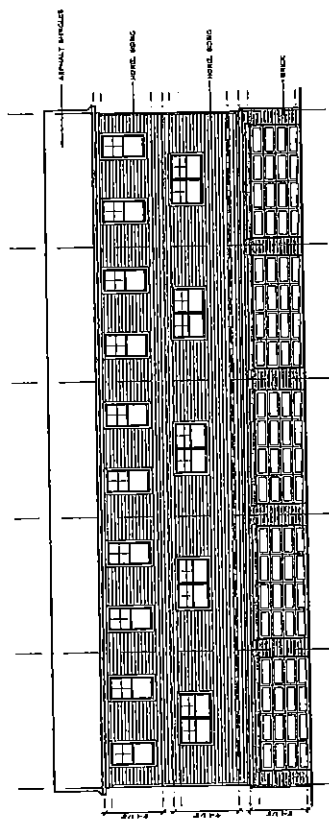
RIGHT SIDE ELEVATION
SCALE: 1/8" = 1'-0"



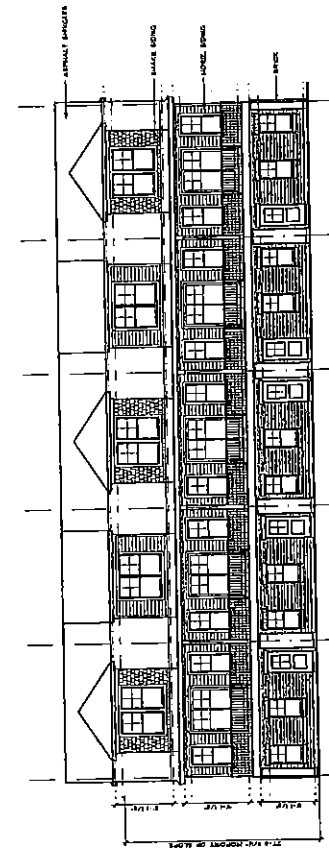
LEFT SIDE ELEVATION
SCALE: 1/8" = 1'-0"



REAR ELEVATION
5 UNIT BUILDING
SCALE: 1/8" = 1'-0"



FRONT ELEVATION
5 UNIT BUILDING
SCALE: 1/8" = 1'-0"



BRIAN KEEPER ARCHITECTURE P.C.
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1400 North Main Street, Suite 200
Troy, Michigan 48060
248.259.1784
bkeeper@bkeeperarch.com



5 UNIT BUILDING ELEVATIONS
BUILDINGS B, C & D
S.P.A.

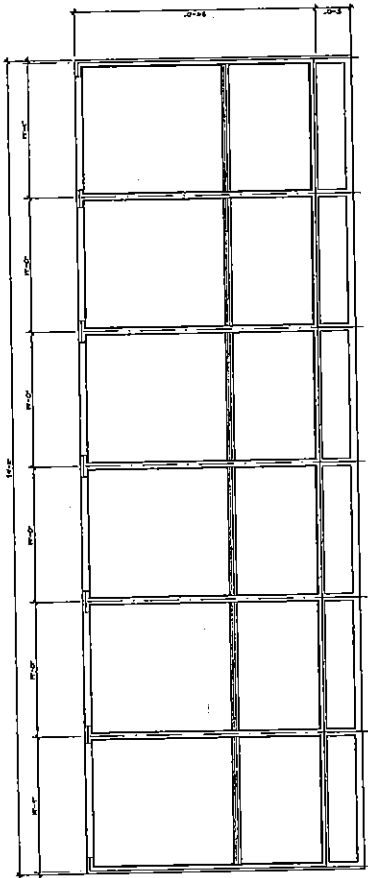
TOLLBROOK NORTH LLC
CROOKS ROAD TOWNHOMES
TROY, MICHIGAN

A-13



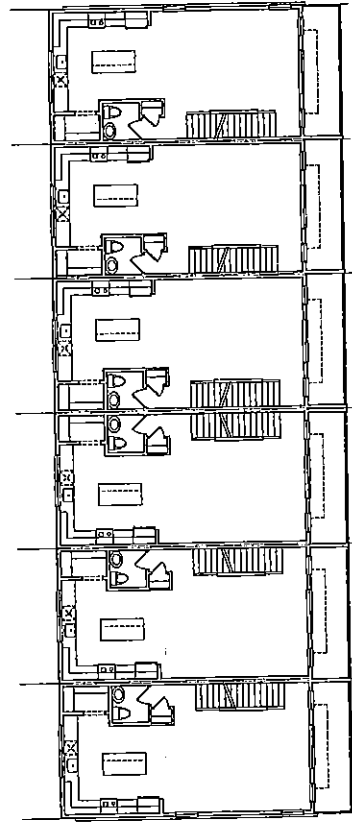
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FOUNDATION PLAN
6 UNIT BUILDING



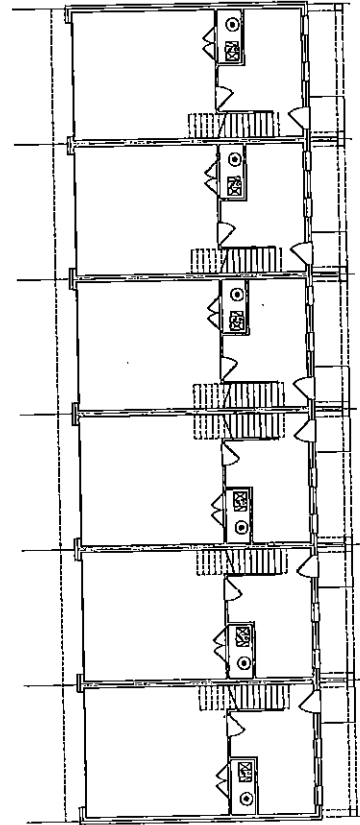
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FIRST FLOOR PLAN
6 UNIT BUILDING



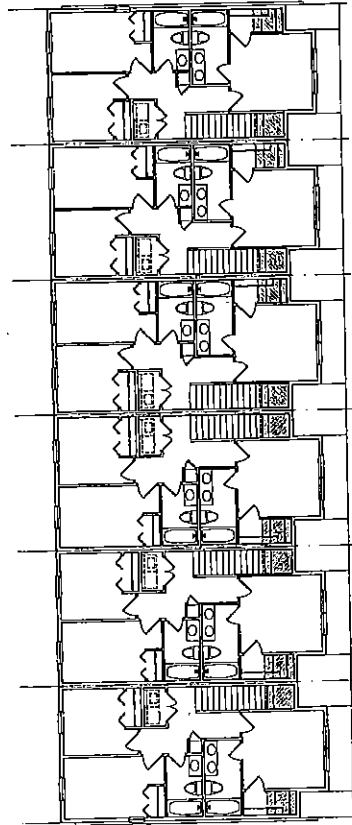
SCALE 1/8" = 1'-0"

LOWER LEVEL PLAN
6 UNIT BUILDING



SCALE 1/8" = 1'-0"

SECOND FLOOR PLAN
6 UNIT BUILDING



BRIAN NEPPER ARCHITECTURE P.C.
DESIGN - PLANNING - INTERIORS
3800 PARKWAY 500
TROY, MICHIGAN 48064
248.269.1784

TOLBROOK NORTH LLC
CROOKS ROAD TOWNHOMES
TROY, MICHIGAN

6 UNIT BUILDING PLANS
BUILDINGS B, C & D
S.P.A.

CLIENT / PROJECT
DATE
DRAWN
CHECKED
REVISIONS
PROJECT

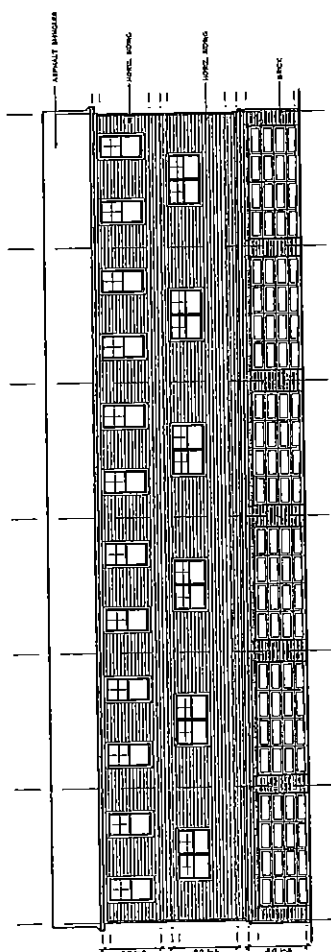
ARCHITECT
DATE
DRAWN
CHECKED
REVISIONS
PROJECT

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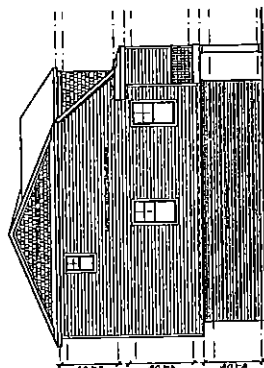
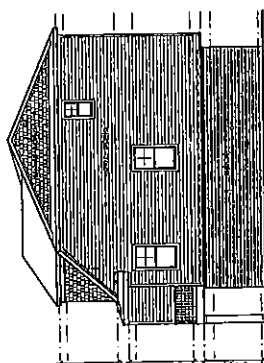
TOLBROOK NORTH LLC
CROOKS ROAD TOWNHOMES
TROY, MICHIGAN

6 UNIT BUILDING ELEVATIONS
BUILDINGS B, C 1 D
S.P.A.

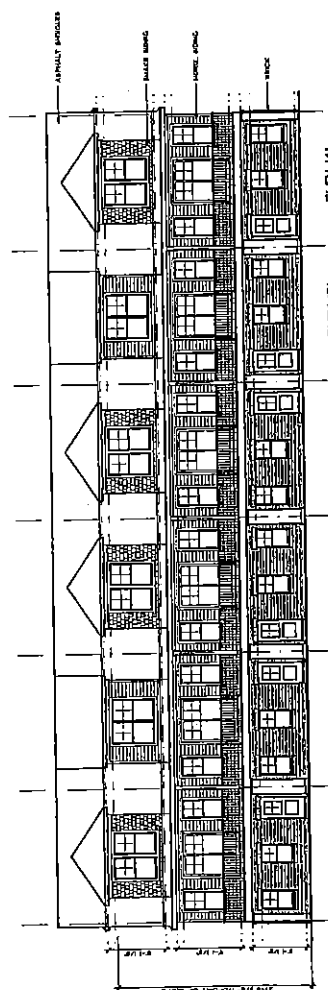
BRIAN KEEPER ARCHITECTURE P.C.
 DESIGN • PLANNING • INTERIORS
 600 North Old Woodward Blvd. 203
 Birmingham, AL 35203
 BRIANKEEPER.COM
 248.259.1784



REAR ELEVATION
6 UNIT BUILDING



LEFT SIDE ELEVATION



FRONT ELEVATION
6 UNIT BUILDING

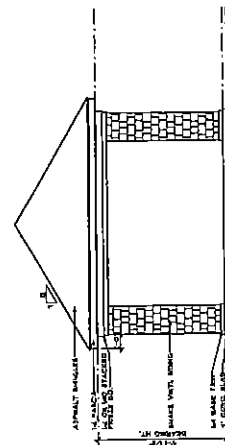


DATE	11-12-18
SHEET NUMBER	
PROJECT NAME	
LOCATION	
DRAWN BY	
CHECKED BY	
SCALE	
TITLE	
REVISIONS	
APPROVED BY	
DATE	
PROJECT NO.	
DESIGNER'S NAME	
CLIENT'S NAME	
PROJECT ADDRESS	
PROJECT CITY	
PROJECT STATE	
PROJECT ZIP	
PROJECT PHONE	
PROJECT FAX	
PROJECT EMAIL	
PROJECT WEBSITE	
PROJECT SOCIAL MEDIA	
PROJECT VIDEO	
PROJECT PHOTOGRAPHY	
PROJECT DOCUMENTATION	
PROJECT ARCHITECTURE	
PROJECT INTERIOR DESIGN	
PROJECT LANDSCAPE ARCHITECTURE	
PROJECT CIVIL ENGINEERING	
PROJECT MECHANICAL ENGINEERING	
PROJECT ELECTRICAL ENGINEERING	
PROJECT PLUMBING	
PROJECT HEATING AND COOLING	
PROJECT SANITARY	
PROJECT SAFETY	
PROJECT SECURITY	
PROJECT ACCESSIBILITY	
PROJECT SUSTAINABILITY	
PROJECT WELLNESS	
PROJECT COMMUNITY ENGAGEMENT	
PROJECT PUBLIC RELATIONS	
PROJECT MARKETING	
PROJECT FINANCE	
PROJECT LEGAL	
PROJECT TAX	
PROJECT INSURANCE	
PROJECT RETIREMENT	
PROJECT ESTATE PLANNING	
PROJECT CHARITABLE GIVING	
PROJECT FOUNDATION SETTING	
PROJECT NON-PROFIT ORGANIZATION	
PROJECT GOVERNMENT AFFAIRS	
PROJECT POLITICAL CAMPAIGN	
PROJECT LIAISON OFFICE	
PROJECT ADVISORY BOARD	
PROJECT CONSULTANTS	
PROJECT SUBCONTRACTORS	
PROJECT VENDORS	
PROJECT SUPPLIERS	
PROJECT MANUFACTURERS	
PROJECT DISTRIBUTORS	
PROJECT INSTALLERS	
PROJECT MAINTENANCE PERSONNEL	
PROJECT OPERATORS	
PROJECT TRAINING PERSONNEL	
PROJECT SUPPORT STAFF	
PROJECT VOLUNTEERS	
PROJECT DONORS	
PROJECT SPONSORS	
PROJECT PARTNERS	
PROJECT ALLIATES	
PROJECT ASSOCIATES	
PROJECT COLLEAGUES	
PROJECT FRIENDS	
PROJECT FAMILY	
PROJECT PETS	
PROJECT HOBBIES	
PROJECT TRAVEL	
PROJECT FOOD AND BEVERAGE	
PROJECT SHOPPING	
PROJECT RECREATION	
PROJECT EDUCATION	
PROJECT HEALTHCARE	
PROJECT ARTS AND CULTURE	
PROJECT SCIENCE AND TECHNOLOGY	
PROJECT ENVIRONMENTAL CONSERVATION	
PROJECT HISTORIC PRESERVATION	
PROJECT ANTIQUARIAN	
PROJECT COLLECTOR	
PROJECT INVESTOR	
PROJECT ENTREPRENEUR	
PROJECT BUSINESS OWNER	
PROJECT EMPLOYER	
PROJECT SUPERVISOR	
PROJECT MANAGER	
PROJECT DIRECTOR	
PROJECT VICE PRESIDENT	
PROJECT SENIOR EXECUTIVE	
PROJECT C-SUITE EXECUTIVE	
PROJECT BOARD MEMBER	
PROJECT ADVICE GIVER	
PROJECT MENTOR	
PROJECT COACH	
PROJECT TRAINER	
PROJECT FACILITATOR	
PROJECT MEDIATOR	
PROJECT ARBITRATOR	
PROJECT LITIGANT	
PROJECT DEFENDANT	
PROJECT PLAINTIFF	
PROJECT WITNESS	
PROJECT JUROR	
PROJECT JUDGE	
PROJECT PROSECUTOR	
PROJECT ATTORNEY AT LAW	
PROJECT PARALEGAL	
PROJECT COURT REPORTER	
PROJECT TRANSLATOR	
PROJECT INTERPRETER	
PROJECT NOTARY PUBLIC	
PROJECT REALTOR	
PROJECT REAL ESTATE AGENT	
PROJECT REAL ESTATE BROKER	
PROJECT REAL ESTATE DEVELOPER	
PROJECT REAL ESTATE INVESTOR	
PROJECT REAL ESTATE ANALYST	
PROJECT REAL ESTATE APPRAISER	
PROJECT REAL ESTATE AUCTIONEER	
PROJECT REAL ESTATE BROKERAGE	
PROJECT REAL ESTATE COMPANY	
PROJECT REAL ESTATE FIRM	
PROJECT REAL ESTATE GROUP	
PROJECT REAL ESTATE NETWORK	
PROJECT REAL ESTATE ASSOCIATION	
PROJECT REAL ESTATE COUNCIL	
PROJECT REAL ESTATE INSTITUTE	
PROJECT REAL ESTATE SOCIETY	
PROJECT REAL ESTATE UNION	
PROJECT REAL ESTATE ORDER	
PROJECT REAL ESTATE FRANCHISE	
PROJECT REAL ESTATE BRAND	
PROJECT REAL ESTATE STYLE	
PROJECT REAL ESTATE TREND	
PROJECT REAL ESTATE MOVEMENT	
PROJECT REAL ESTATE REVOLUTION	
PROJECT REAL ESTATE TRANSFORMATION	
PROJECT REAL ESTATE DISRUPTION	
PROJECT REAL ESTATE INNOVATION	
PROJECT REAL ESTATE CREATION	
PROJECT REAL ESTATE DESTRUCTION	
PROJECT REAL ESTATE REDEMPTION	
PROJECT REAL ESTATE RESURRECTION	
PROJECT REAL ESTATE RENAISSANCE	
PROJECT REAL ESTATE RENOVATION	
PROJECT REAL ESTATE RESTORATION	
PROJECT REAL ESTATE REPAIR	
PROJECT REAL ESTATE REBUILD	
PROJECT REAL ESTATE RECONSTRUCT	
PROJECT REAL ESTATE REFORM	

TOLLBROOK NORTH LLC
CROOKS ROAD TOWNHOMES
TROY, MICHIGAN

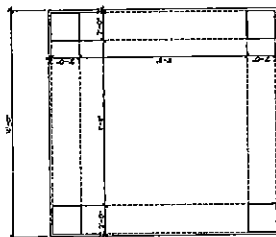
PAVILION
PLANS AND ELEVATION
S.P.A.

DESIGN • PLANNING • INTERIORS
BRIAN NEFF ARCHITECTURE LTD.
600 North Dixie Highway, Suite 201
Boca Raton, FL 33431
BRIANNEFF.COM
248.259.1704



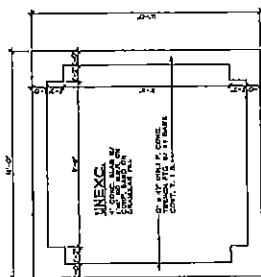
PAVILION ELEVATION

SCALE: 1/4" = 1'-5"



PAVILION PLAN

SCALE: 1/4" = 1'-0"



PAVILION FOUNDATION

SCALE 1/4" = 1'-0"



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Corporate Office: 2430 Rochester Court • Suite 100 • Troy, MI 48063
t: 248.689.9090 • f: 248.689.1044 • www.peainc.com

March 16, 2020

Brent Savidant
City of Troy
Planning Department
500 W. Big Beaver
Troy, MI 48084

RE: Crooks Road Townhomes
Preliminary Site Plan Submittal – Architectural Design Statements (Revised)

Dear Mr. Savidant:

The following are revised responses to the requested statements in item #6 on the site plan application:

A. Description of context of site and how project responds to character of the area:

The site is located at the Northern most edge of Neighborhood Node I on Crooks near Wattles. According to the zoning ordinance the Neighborhood Nodes should draw people and should be visually distinguished from the surrounding area because of their greater intensity, density and design. The intent for this site is to build a 74-unit townhouse condominium project that will begin to increase pedestrian activity in this node within a distinctive architecturally designed community. We have added various amenities to the site including a pavilion, foot trail along with benches and picnic tables.

B. Description of the project's design concept:

The Design concept of the community is a townhome with full balconies facing the green spaces, thoughtful sidewalk placement for safe pedestrian and cycle activity as well as conservation and protection of the existing natural existing features the site. We aim to provide our future residents all the benefits of living in the area while maintenance free social lifestyle.

C. Description of how the project achieves the design concept:

We are proposing modern open interior floor plans, each home to have a traditional 2-car side by side garage. We are also, protecting many of the on-site natural features and many existing trees as well as, proposing the addition of a combination many of new deciduous trees within the community and evergreen trees along the northern and western property lines. The exterior architecture focuses on breaking down the 3-story building mass through delineating the individual homes. The Townhome fronts maximize the connection to outdoor space with the Townhome fronting on landscaped green spaces and landscaped court yards. All homes will have large second floor balcony and ground level porches which flow into a professionally landscaped tree lined green spaces and courtyards. The site design connects these unit front garden spaces through interconnected walks creating a social walkable neighborhood that seeks to be connected to the future developments of the node.

D. Description of the development program (intended uses, known or possible tenants, etc.):

Our Proposed Condominium Development will have a target market that will include:

- Young adults moving out of their parents' house and living on their own
- Younger adults recently married or in a co-habitant relationship
- Younger adults starting families and/or with younger children
- Empty nesters looking to downsize, eliminate maintenance responsibilities, and live close to nice restaurant and shopping destinations.

E. Description of how the building materials enhance the design concept:

The building materials have been chosen based on their qualities of durability, sustainability, longevity, traditional appearances and low maintenance. The bases of the buildings are grounded by the use of a dark earth tone brick as a foundation material. The building fronts rise into 3 distinctive gabled elevations clad in shake, horizontal and vertical fiber cement siding which allude to patterns of existing nearby residential facades. The use of traditional materials in a modern expression of traditional pure forms will create a transitional yet timeless architectural feel. The generous amounts of windows allow for a strong connection to the outside and a modern expression on the façade.

F. If the project is in a form-based district, provide a description of how the project meets the transparency requirements:

The units that front Crooks Road will be provided with a private garden space partially enclosed by a 48" tall garden fence screen and landscape hedge green screening as a buffer to the street front, this would account for 42% of the first floor fronting the right of way. The first-floor building façade includes an additional 28% glazing transparency.

G. Note any other important elements, features or design concepts not covered above that will help the planning commission understand how the project fosters excellence in design of the built environment:

Our revised plans have greatly taken into consideration the past comments from Planning Commission Board Members and adjacent Neighbors. We have worked on concerns that were expressed at the September 24th, 2019 and January 14th, 2020 Planning Commission Meeting. Important design elements and features are as follows:

- We have completely reoriented the design of the townhomes with the revised layout.
- We have doubled the land area for the development by acquiring a property to the south of the original proposed project, which has allowed us to accommodate the following:
 - Re-orient the townhomes and revise the overall layout of the development
 - Reduce the unit density, in terms of building lot coverage, from 32% to 19.3%.
 - Increase the overall green space, in terms of open space area, from 43.2% (~51,000 sf on 2.73 acres) to 55.0% (~131,000 sf on 5.72 acres) and very minimal disturbance of existing natural features on the property. (Storm system/Detention pond construction only)
 - Increase on-site guest parking to 34 spaces.
 - Increase the setback along northern property line (adjacent single-family) to 40 feet.
 - Provide 20 feet of green belt area as well as the required 1 large evergreen per 10 feet.
- We are proposing an 8-foot decorative black aluminum fence along the northern property line.

- To create a transition adjacent to the single-family residential subdivision, we reduced the ordinance-measured height for Buildings "B", "C", and "D" to 27'-8 11/16" tall and 2 ½ stories, which is actually lower than permitted height of single family residential R1A- R1E at 30 ft.
- To address neighbor concerns about the location of the Emergency Vehicle Access (EVA), we have eliminated the connection to Carson Drive, which will therefore keep Carson Drive as a quiet dead-end street. The EVA has been relocated to the southern portion of the site, connecting to Crooks Rd. south of Building
- There was concern from the residents on Carson Dr. about the possibility of future residents/guests from our proposed community parking on Carson Drive and accessing their units. We have addressed these concerns by providing items mentioned previously (additional guest parking, 8-foot fence, landscape buffer/green belt area, and elimination of EVA at Carson Dr.)

If you should have any questions or require any additional information, please feel free to contact this office.

Sincerely,

PEA, Inc.

Gregory Bono, P.E.
Project Coordinator

July 20, 2020

Brent Savidant City of Troy Planning Department 500 W. Big Beaver Troy, MI 48084

RE: Crooks Road Townhomes Preliminary Site Plan Submittal – Architectural Design Statements

Dear Mr. Savidant:

The following are responses to the requested statements in item #6 on the site plan application:

A. Description of context of site and how project responds to character of the area:

The site is located at the Northern most edge of Neighborhood Node I on Crooks near Wattles. According to the zoning ordinance the Neighborhood Nodes should draw people and should be visually distinguished from the surrounding area because of their greater intensity, density and design. The intent for this site is to build a 74-unit townhouse project that will begin to increase pedestrian activity in this node within a distinctive architecturally designed community.

We have added various amenities to the site including a pavilion, foot trail along with benches and picnic tables.

B. Description of the project's design concept:

The Design concept of the community is a townhome with full balconies facing the green spaces, thoughtful sidewalk placement for safe pedestrian and cycle activity as well as conservation and protection of the existing natural existing features the site. We aim to provide our future residents all the benefits of living in the area while maintenance free social lifestyle.

C. Description of how the project achieves the design concept:

We are proposing modern open interior floor plans, each home to have a traditional 2-car side by side garage. We are also, protecting many of the on-site natural features and many existing trees as well as, proposing the addition of a combination many of new deciduous trees within the community and evergreen trees along the northern and western property lines. The exterior architecture focuses on breaking down the 3-story building mass through delineating the individual homes. The Townhome fronts maximize the connection to outdoor space with the Townhome fronting on landscaped green spaces and landscaped court yards. All homes will have large second floor balcony and ground level porches which flow into a professionally landscaped tree lined green spaces and courtyards. The site

design connects these unit front garden spaces through interconnected walks creating a social walkable neighborhood that seeks to be connected to the future developments of the node.

D. Description of the development program (intended uses, known or possible tenants, etc.):

Our Proposed Development will have a target market that will include:

- Young adults moving out of their parents' house and living on their own
- Younger adults recently married or in a co-habitant relationship
- Younger adults starting families and/or with younger children
- Empty nesters looking to downsize, eliminate maintenance responsibilities, and live close to nice restaurant and shopping destinations.

E. Description of how the building materials enhance the design concept:

The building materials have been chosen based on their qualities of durability, sustainability, longevity, traditional appearances and low maintenance. The bases of the buildings are grounded by the use of a dark earth tone brick as a foundation material. The building fronts rise into 3 distinctive gabled elevations clad in shake, horizontal and vertical fiber cement siding which allude to patterns of existing nearby residential facades. The use of traditional materials in a modern expression of traditional pure forms will create a transitional yet timeless architectural feel. The generous amounts of windows allow for a strong connection to the outside and a modern expression on the façade.

F. If the project is in a form-based district, provide a description of how the project meets the transparency requirements:

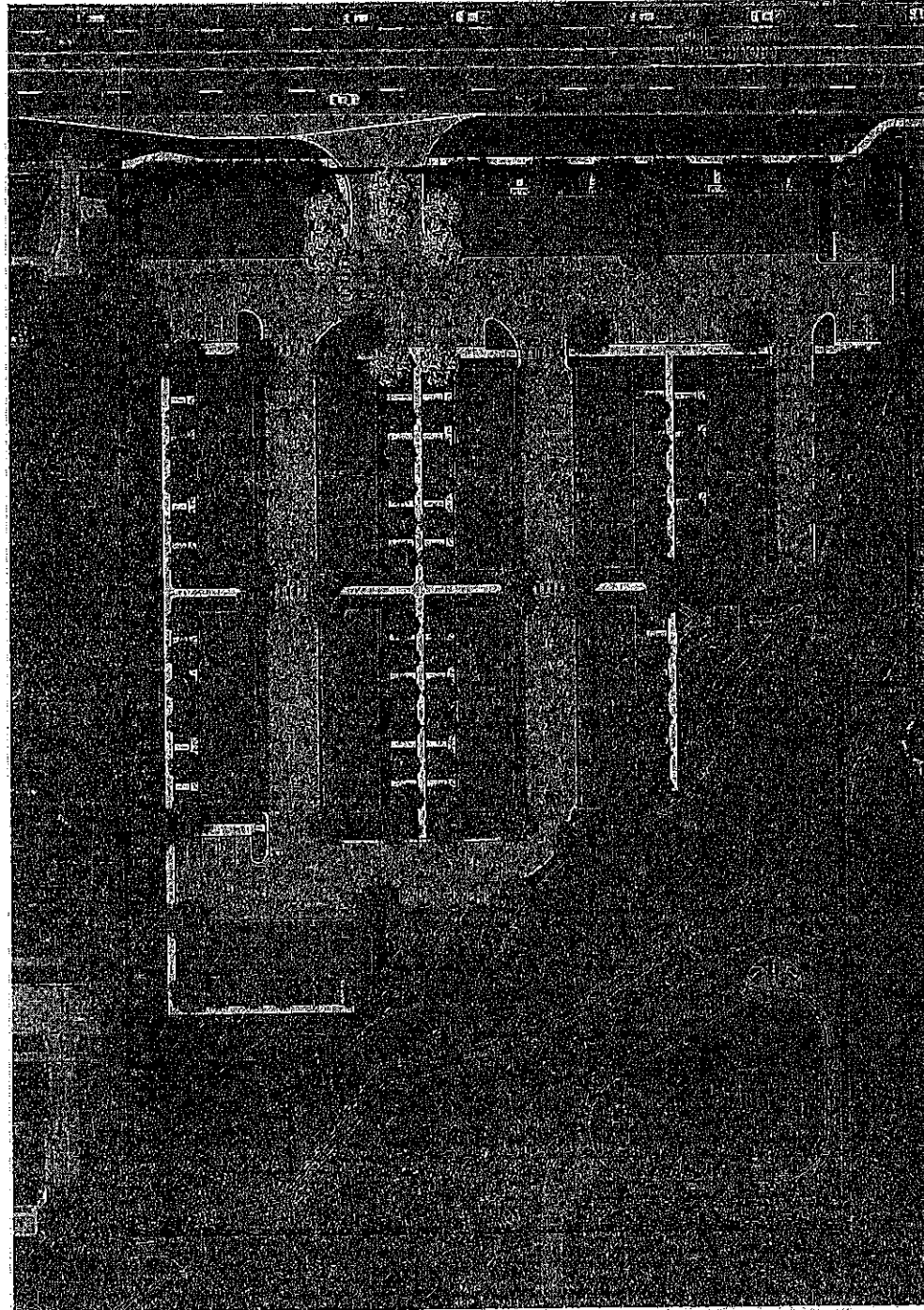
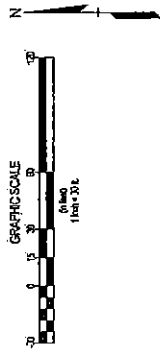
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G. Note any other important elements, features or design concepts not covered above that will help the planning commission understand how the project fosters excellence in design of the built environment:

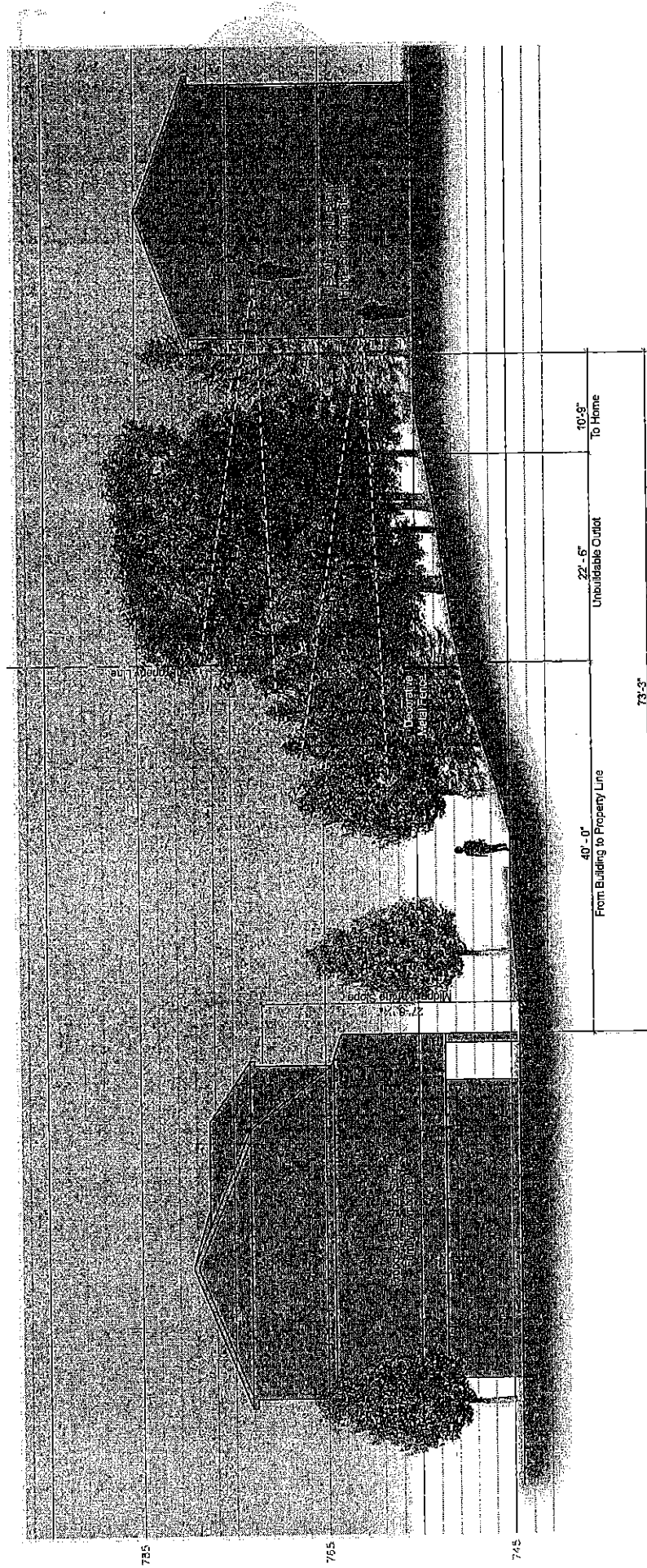
Our revised plans have greatly taken into consideration the past comments from Planning Commission Board Members and adjacent Neighbors. We have worked on concerns that were expressed at the September 24th, 2019 and January 14th, 2020 Planning Commission Meeting.

We have completely reoriented the design of the townhomes, layout and have doubled the land by acquiring a property to the south of the original proposed project, decreased density, increased green space and protection of existing natural features on the property and greatly increased on site guest parking. Regarding the northern property line and adjacent single family to the north, we have increased the setback to 40 feet, provided 20 feet of a green belt as well as the required 1 large evergreen per 10 feet. In addition to this, we are also proposing a 6-foot decorative black aluminum fence along the entire northern property line. To create transition we dropped the height in Building "B", "C", "D" which are adjacent to single family residential to 27'-8 11/16" tall and 2 ½ stories which is actually lower than permitted height of single family residential R1A- R1E at 30 ft.

Our updates were done to address neighbor concerns which were centered around visual impact and the removal of the initially proposed "EVA" Emergency Vehicular access to maintaining Carson Drive as a quiet dead-end street. There was also concern from the residents on Carson about the possibility of future residents on our proposed community parking on Carson Drive and then walking over to our proposed community. In response to this, we have addressed these concerns by providing ample guest parking, proposing placement of a 6ft. privacy fence along the entirety of the northern property as well as, landscape buffer and green belt. In addition to that, in our most updated plans we remove our previously proposed "EVA" Emergency Vehicular Access. This will ensure that Carson Drive remains a permanent quiet dead end and prohibit any parking and walking over on Carson Drive from the potential future residents on our proposed Project as well as, provides a nice green belt, tree screening, privacy fence and large setbacks.



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10275 Laramie Way, Suite 110
Denver, Colorado 80231
Tel: 303.733.4400
Fax: 303.733.4401
www.pea.com



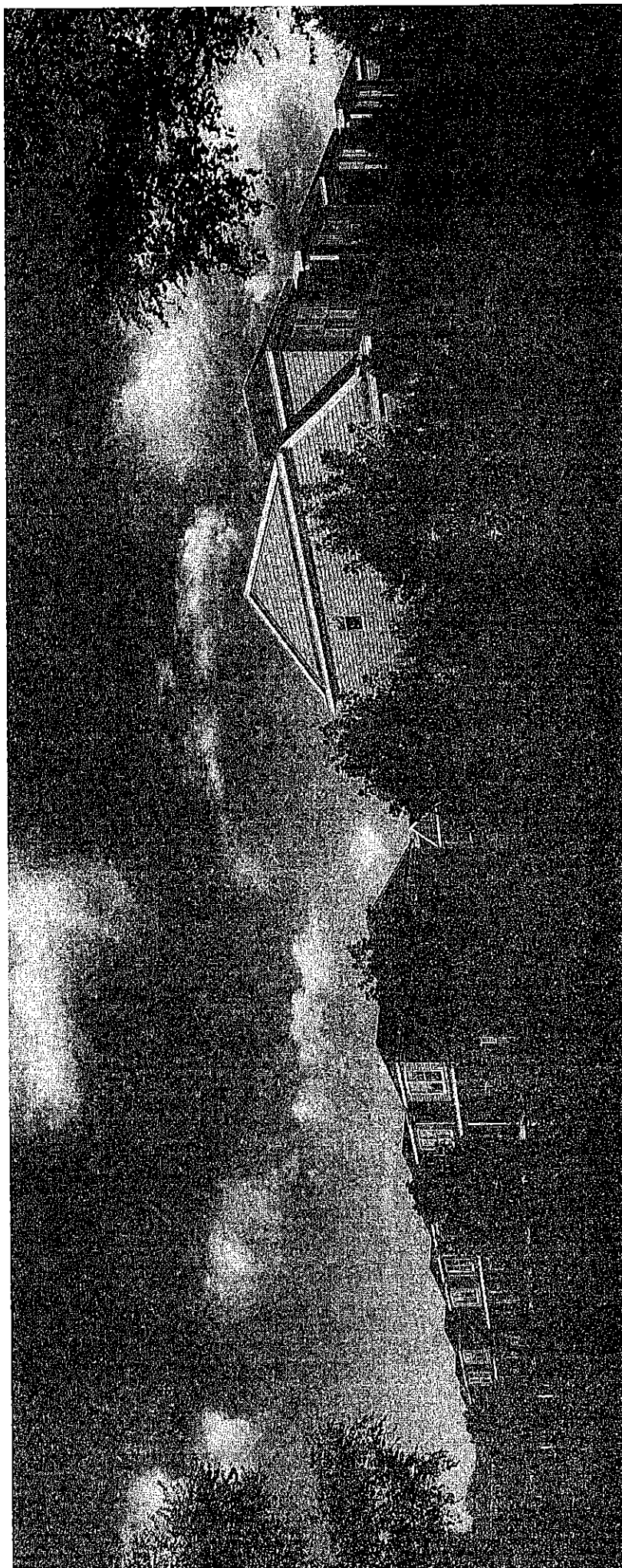
PEA, Inc.
7827 Nichols Way, Ste 115
Troy, Michigan 48063
T 917.546.4383
F 917.546.4870
www.pea.com

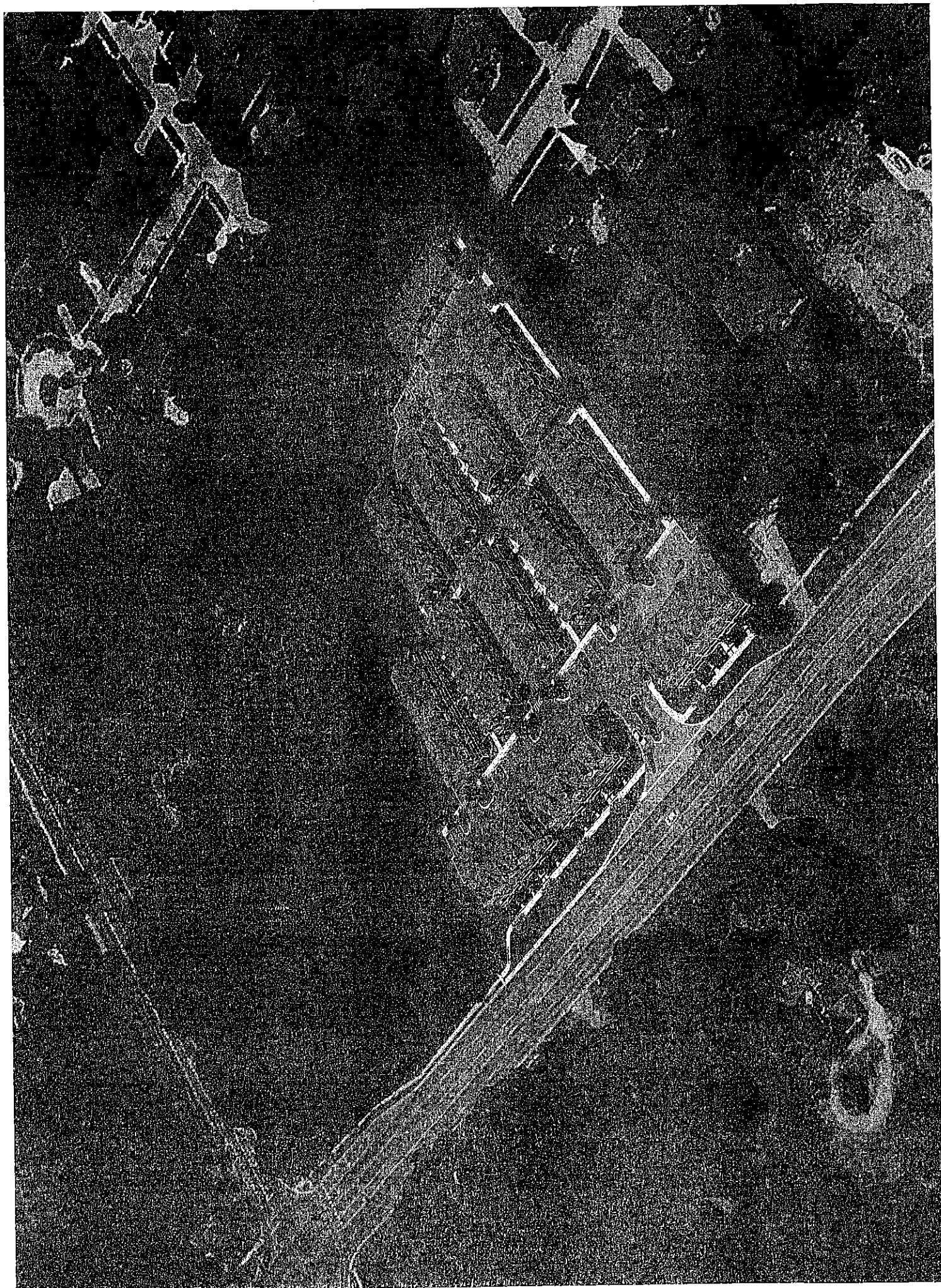
Crooks Rd Townhomes

Troy, Michigan

March, 2020







This case has been designated as an eFiling case, for more information please visit
www.oakgov.com/efiling.

STATE OF MICHIGAN

OAKLAND COUNTY CIRCUIT COURT

SAFET "Sam" STAFSA,
Plaintiff,

2021-189046-AW

JUDGE JEFFERY S. MATIS

V

THE CITY OF TROY,
Defendant.

EXHIBIT D

**VERIFIED COMPLAINT FOR DECLARATORY RELIEF, WRIT OF
MANDAMUS AND EX PARTE MOTION TO SHOW CAUSE WHY SITE
PLAN APPROVAL SHOULD NOT BE GRANTED PURSUANT TO MCR
3.305(C)**

EXHIBIT D

**CWA Preliminary Site Plan Reviews
Dated January 7, 2020 and November 6, 2020**



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

Date: September 17, 2019
January 7, 2020
November 6, 2020

**Preliminary Site Plan Review
For
City of Troy, Michigan**

Applicant: Tollbrook North LLC

Project Name: Crooks Road Townhomes

Plan Date: March 12, 2020

Location: Between Wattles Road and Long Lake Road, on the East side of Crooks Road

Zoning: Neighborhood Node (NN) – I

Action Requested: Preliminary Site Plan Approval

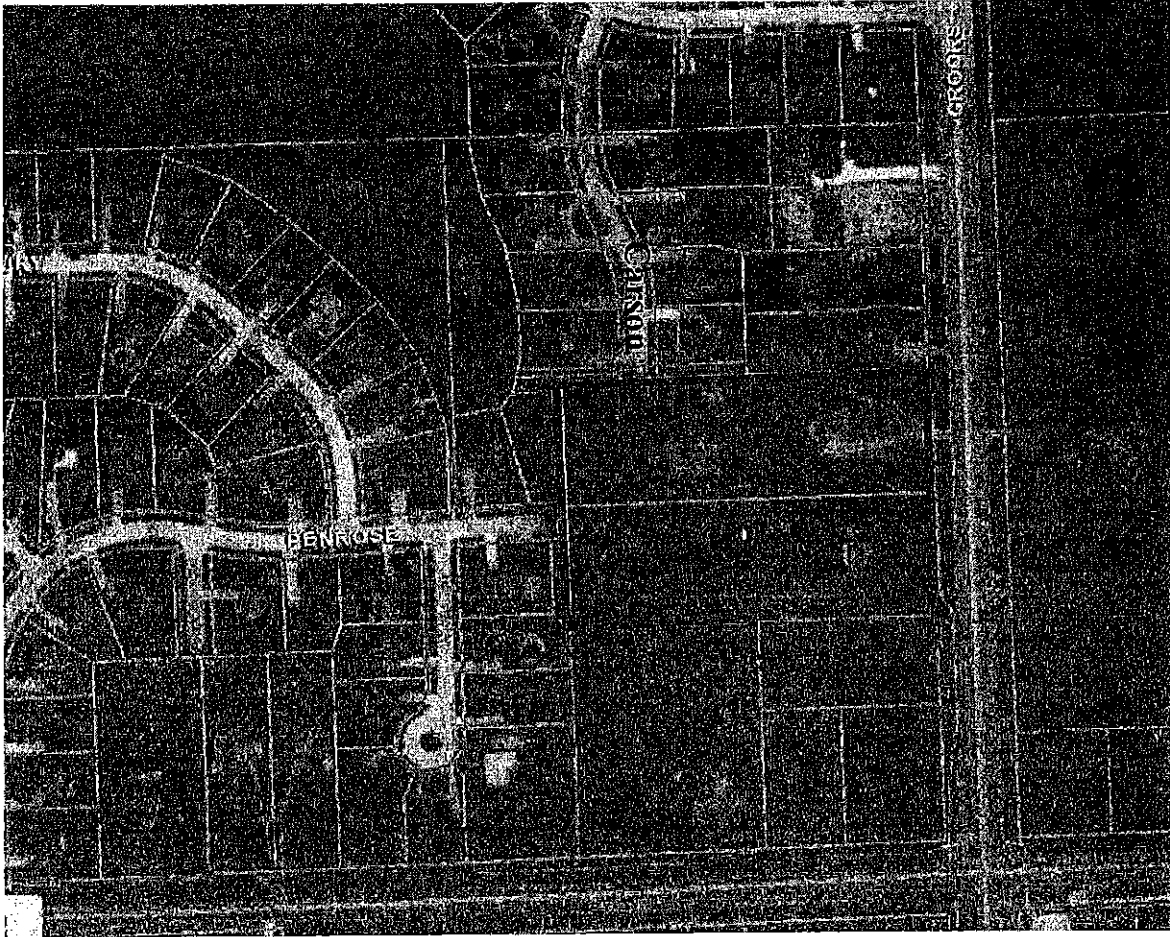
SITE DESCRIPTION

The subject site is located on the east side of Crooks Road, between Wattles Road and Long Lake Road. The approximate 5.73-acre site is improved with two single-family homes. The two houses will be removed if the proposed development is approved.

The applicant proposes to develop the site as a 74-unit townhome project, grouped into a total of thirteen (13) buildings. Access to the site is via Crooks Road.

Buildings A, H, and R front on Crooks Road, and all other buildings front on interior drives. The number of units in each building vary from 5 to 6. All units are three (3) stories in height and accompanied by a 2-car tandem garage.

A list of full changes is included on Page 4 of this report. All housing development will be on the east side of the drain, and the site's detention pond will be on the west side of the drain.



Size of Subject Property:

The parcel is 5.72 net acres

Proposed Uses of Subject Parcel:

Seventy-four (74) townhome units

Current Use of Subject Property:

The subject property is currently improved with a single-family home

Current Zoning:

The property is currently zoned NN, Neighborhood Node District

Surrounding Property Details:

Direction	Zoning	Use
North	R1-B, Single Family	Single Family Residential
South	NN, Neighborhood Node	Vacant/Single Family Residential
East	R1-B, Single Family	Single Family Residential
West	R1-B, Single Family	Single Family Residential

NATURAL FEATURES

Topography: A topographic survey has been provided on sheet C-1.0 and shows that the site has a slightly higher elevation in the northwest portion of the property. Elevations decrease heading toward its south and southwest boundaries. Grading will occur on the west side of the drain to accommodate the stormwater facility.

Wetlands: The applicant completed a wetland delineation on December 12, 2019. The applicant has confirmed that an EGLE regulated wetland does exist on the site. The applicant is proposing grading and tree planting within wetland. Any impact upon wetland requires a permit from EGLE. Wetland mitigation details are not provided. Final wetland permit is required with final engineering review; however, applicant should confirm wetland mitigation plan.

Floodplain: The Lane Drain, and associated floodplain is located at the southwest corner of the site. The preliminary plans show that no development and grading within the floodplain. However, the applicant will be required to confirm the floodplain and obtain any necessary permits for floodplain impact as part of the final engineering review.

Woodlands: A tree inventory has been provided on sheet T-1.1. The applicant has identified a total of 69 woodland trees and 6 landmark trees on site. Of the 69 woodland trees, the applicant is removing 49 and preserving 20. Of the 6 landmark trees, the applicant is removing 5 and preserving 1.

Replacement Details		
Protected Tree	Inches Removed	Replacement Required
Landmark	108 inches	108 inches
Woodland	447 inches	224 inches
Preservation/Mitigation	Inches Preserved	Credit
Landmark	13 inches	26 inches

Woodland	225 inches	450 inches
Protected Replacement Required	332 Inches	
Preservation Credit	426 Inches	
Total	+ 94-inch credit	
Total Tree Mitigation	Zero. The number of inches preserved and credited exceed the mitigation required.	

The noted tree removal is the same as in previous plans where access to the stormwater facility was unclear. The applicant should confirm tree removal as a result of access to the stormwater pond.

Items to be addressed: 1). Provide wetland mitigation plan; and 2). Confirm tree removal as a result of access to stormwater plan.

PREVIOUS PLANNING COMMISSION REVIEW

The application was last considered in January 2020. Action on the site plan was postponed. Staff and Planning Commission discussion included:

- *Compatibility and transition*
- *Neighborhood node districts as relates to Master Plan*
- *Access to stormwater facility*
- *Tree removal and loss of screening due to installation of stormwater facility.*
- *Access and EVA to Crooks Road.*
- *Pedestrian connections*
- *Increased screening*
- *Architecture and materials*

There were a number of residents who spoke in opposition to the project. These comments include:

- Grading difference at relates to drainage and engineering design process.
- Stormwater management
- Wetlands and floodplain, as relates to EGLE and engineering design process
- Compatibility and transition to residential, as relates to landscape buffer, building height, line of vision, building materials
- Line of vision scale and elevations
- Neighborhood node districts as relates to Master Plan
- Traffic impact study
- Density
- Engagement with neighbors
- Intent of Master Plan
- Joint meeting with City County to discuss intent of Neighborhood Node

SITE PLAN CHANGES

Based on the discussion from the Planning Commission, staff, and the public, the applicant has made changes their site plan. There were no major changes to the plan since the last Planning Commission review; however, changes include:

- Added Emergency Vehicle Access point on Crooks as requested by Fire Department
- Internally connected units via sidewalks.
- Provided access to the stormwater detention facility via Penrose Boulevard. This access is only for stormwater facility and does not connect to the rest of the site.
- Provided pedestrian path and picnic tables around stormwater facility via Penrose Boulevard.
- Indicated tree removal and loss of existing screening on western property line as result of installation of stormwater facility and access via Penrose Boulevard.
- Applicant confirmed presence of state regulated wetland. Revised plan shows grading within wetland.
- Added additional landscape screening along western property line.
- Added community pavilion.
- Replaced vinyl fence with aluminum fence along northern property line.

SITE ACCESS AND CIRCULATION

Vehicular access to the site is via Crooks Road. The applicant has removed the Emergency Vehicle Access (EVA) connection at Carson Drive, and added an EVA on Crooks. The applicant has connected all units via an internal pedestrian sidewalk network.

The Fire and Engineering Department confirms that access and circulation is sufficient.

Items to be addressed: None

AREA, WIDTH, HEIGHT, SETBACKS

Table 5.03.B.3, Building Form C of Section 5.03, Standards Applicable to All Districts of the Zoning Ordinance establishes the dimensional requirements for the NN, Neighborhood Node District. The requirements and proposed dimensions are shown in the following table.

	Required	Provided	Compliance
Front (east property line)	10-foot build-to-line	15 feet	Complies. Planning Commission can grant up to a 30-foot building placement.
Side (north)	N/A, building may be placed up to property line	40-feet	Complies

Side (south)	N/A, building may be placed up to property line	80 feet	Complies
Rear (west)	30-foot minimum setback	139 feet	Complies
Building Height	Maximum 4 stories, 55 feet, Minimum 2 stories	3 stories, 37.5 feet to peak of roof (as indicated on building elevations)	Complies
Lot Coverage (Building)	30%	19.3%	Complies
Minimum Open Space	15%	55.0%	Complies
Parking Location	Cannot be located in front yard	Within garages	Complies

Items to be addressed: None

TRAFFIC

The city's traffic engineering consultant OHM has been asked to review the plan from a traffic impact standpoint. At the time of writing this memo, the review has not been finalized.

Items to be Addressed: Comply with traffic findings as necessary.

PARKING

Section 13.06.G of the Zoning Ordinance requires:

	Required	Provided
Residential: 2 spaces per unit	74 Units = 148 spaces	148 garage spaces + 34 guest spaces = 182 spaces
Barrier Free	0	0
Bicycle Parking	0	Located within garages
Loading	0	0
Total	148 spaces	148 spaces within garages and 34 guest spaces

As noted by the City Engineer, ADA guest parking should be provided.

Items to be Addressed: Provide ADA guest parking.

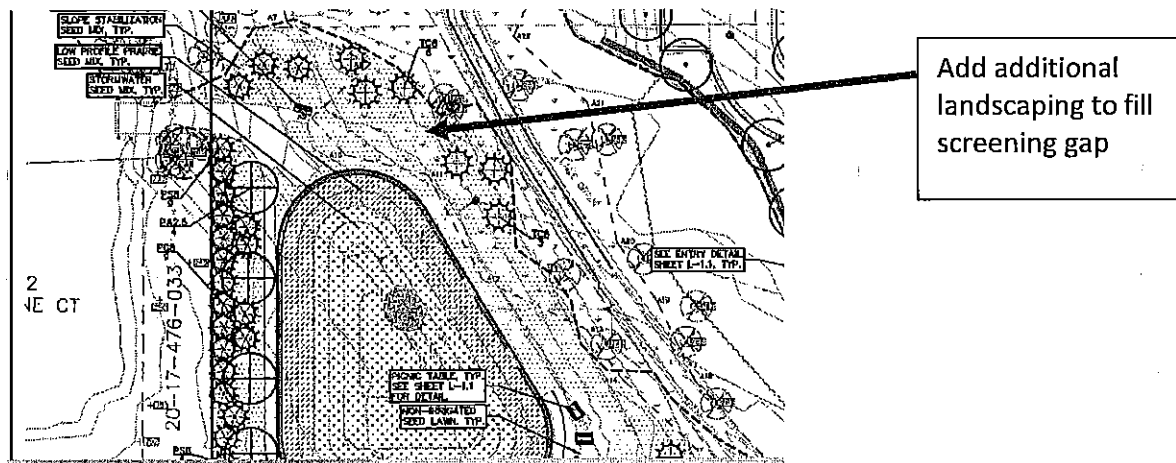
LANDSCAPING

A landscaping plan has been provided on sheet L-1.0 and are supplemented by tree protection and planting details on sheet L-1.1. The following table discusses the development's compliance with the landscape requirements set forth in Section 13.02.

	Required:	Provided:	Compliance:
North Property Line:			
<u>Landscape buffering:</u> Required buffering between two differentiating land uses. Alternative 1 or 2.	1 large evergreen every 10 feet or 1 narrow evergreen every 3 feet. = 590 feet / 10 = 59 large evergreen Or Alternative screening method may be considered by the Planning Commission.	59 large evergreen + 6-foot tall vinyl privacy fence	Planning Commission to consider the use of a aluminum fence in addition to required screening.
West Property Line:			
<u>Landscape buffering:</u>	1 large evergreen every 10 feet or 1 narrow evergreen every 3 feet. = 400 feet / 10 = 40 large evergreen	44 large evergreen	Complies
East Property Line:			
<u>(Crooks Road) Street Trees:</u> The Ordinance requires that the greenbelt shall be landscaped with a minimum of one (1) deciduous tree for every thirty (30) lineal feet, or fraction thereof, of frontage abutting a public road right-of-way.	400 feet = 14 trees	21 trees	Complies
Overall:			
<u>Site landscaping:</u> A minimum of fifteen percent (15%) of the site area shall be comprised of landscape material. Up to twenty-five	15%	55%	Complies

percent (25%) of the required landscape area may be brick, stone, pavers, or other public plaza elements, but shall not include any parking area or required sidewalks.			
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There will be significant tree removal and loss of existing screening on western property line as result of installation of stormwater facility and access via Penrose Boulevard. The applicant proposes installation of landscape screening along western property line. However, there is a gap in screening where the access road turns south. The applicant should add additional landscaping to fill in this gap.



Transformer / Trash Enclosure:

The applicant has not indicated a central trash enclosure. It is assumed that each unit will have trash bins in the garage to be rolled out for trash pickup.

Items to be Addressed: 1). Planning Commission to consider the use of an aluminum fence in addition to required screening; and 2). Add additional landscaping to fill in gap; and 3). Confirm trash pickup.

STORMWATER

The proposed stormwater facility is located on the west side of the drain. As noted, installation of facility will require tree loss and existing screening along western property line. Applicant proposes to install a dense evergreen screen to replace screening that is lost. The public works department notes that the City will not be responsible for detention pond maintenance or underground storm system.

Items to be Addressed: None

PHOTOMETRICS

A photometric plan has been provided on sheet SL-1.0, and additional details are provided on sheet SL-1.1. A total of 140 building light fixtures are proposed of two (2) varying types. Wall light fixtures placed at each unit's entrance and rear are described as having a height of six (6) feet. A note indicates that all area light fixtures are to be directed away from neighboring properties and roadways. Controlling light source is particularly important along northern and western property line.

Items to be Addressed: None

FLOOR PLAN AND ELEVATIONS

Floor plans and elevations have been provided on sheets A-1 through A-7. The elevations provided show architectural details, variations in material and pattern (brick, siding, asphalt shingles and wood trim wrapped with aluminum), as well as general color scheme. The applicant provided an electronic material board.

Items to be Addressed: None

DESIGN STANDARDS and SITE PLAN REVIEW STANDARDS

The Neighborhood Node design standards as well as Site Plan review standards provide the Planning Commission with direction when reviewing the proposed site plan and design features of this development.

Section 5.06.E. outlines Design Standards:

1. *Building Orientation and Entrance*
2. *Ground Story Activation*
3. *Transitional Features*
4. *Site Access, Parking, and Loading*

Please see Section 5.06.E for standard details

Section 8.06 outlines Site Plan Review Design Standards.

1. *Development shall ensure compatibility to existing commercial districts and provide a transition between land uses.*
2. *Development shall incorporate the recognized best architectural building design practices.*
3. *Enhance the character, environment and safety for pedestrians and motorists.*

Please see Section 8.06 for standard details

CWA Response: *Make site plan changes as noted, of particular importance is impact upon adjacent properties including proper screening/landscaping, stormwater detention access, confirmation of tree removal/screening, and and lighting.*

SUMMARY

A key tenet of the Master Plan and enforced in the zoning regulations of the form-base district is the protection of existing neighborhoods and providing the appropriate transition from higher intensity uses to lower or moderate-density residential areas. Section 5.06.E.3 of the Zoning Ordinance sets forth transitional features that shall be considered in the review of any development in the form-based district:

3. Transitional Features.

- a. *Transitional features are architectural elements, site features, or alterations to building massing that are used to provide a transition between higher intensity uses and low- or moderate-density residential areas. These features assist in mitigating potential conflicts between those uses. Transitional features are intended to be used in combination with landscape buffers or large setbacks.*
- b. *Intensity. A continuum of use intensity, where moderate intensity uses are sited between high-intensity uses and low-intensity uses, shall be developed for multi-building developments. An example would be an office use between commercial and residential uses.*
- c. *Height and Mass. Building height and mass in the form of building step-backs, recess lines or other techniques shall be graduated so that structures with higher intensity uses are comparable in scale with adjacent structures of lower intensity uses.*
- d. *Orientation. Primary building facades shall be placed away from the residential use.*
- e. *Architectural Features. Similarly sized and patterned architectural features such as windows, doors, arcades, pilasters, cornices, wall offsets, building materials, and other building articulations included on the lower-intensity use shall be incorporated in the transitional features.*

In combination, these transitional features assist in mitigating potential conflicts between uses.

Overall, we find the proposed use to be appropriate for the site. However, there are some site planning elements that should be considered by the Planning Commission. Though multiple-family residential is a permitted use, multiple-family residential can include a wide range of housing types, products, and scale. When considering the type of multiple-family proposed and number of units, the Planning Commission should consider if the applicant has provided the appropriate transition.

November 6, 2020

Sincerely,

A handwritten signature in cursive script, appearing to read "Ben R. Carlisle", is written over a horizontal line.

CARLISLE/WORTMAN ASSOC., INC.
Benjamin R. Carlisle, LEED AP, AICP

This case has been designated as an eFiling case, for more information please visit www.oakgov.com/efiling.

STATE OF MICHIGAN

OAKLAND COUNTY CIRCUIT COURT

SAFET "Sam" STAFA,
Plaintiff,

2021-189046-AW

JUDGE JEFFERY S. MATIS

V

THE CITY OF TROY,
Defendant.

EXHIBITS E THROUGH L

**VERIFIED COMPLAINT FOR DECLARATORY RELIEF, WRIT OF
MANDAMUS AND EX PARTE MOTION TO SHOW CAUSE WHY SITE
PLAN APPROVAL SHOULD NOT BE GRANTED PURSUANT TO MCR
3.305(C)**

EXHIBIT E

Minutes of PC Meeting of 01/14/2020

Chair Faison called the Regular meeting of the Troy City Planning Commission to order at 7:01 p.m. on January 14, 2020 in the Council Chamber of the Troy City Hall.

1. ROLL CALL

Present:

Ollie Apahidean
Karen Crusse
Carlton M. Faison
Michael W. Hutson
Tom Krent
David Lambert
Marianna Perakis
Sadek Rahman
John J. Tagle

Also Present:

R. Brent Savidant, Community Development Director
Ben Carlisle, Carlisle Wortman Associates
Julie Quinlan Dufrane, Assistant City Attorney
Jackie Ferencz, Planning Department Administrative Assistant
Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF AGENDA

Resolution # PC-2020-01-001

Moved by: Lambert
Support by: Rahman

RESOLVED, To approve the Agenda as prepared.

Yes: All present (9)

MOTION CARRIED

3. APPROVAL OF MINUTES

Mr. Krent asked the minutes to reflect a correction in the time of adjournment.

Resolution # PC-2020-01-002

Moved by: Krent
Support by: Tagle

RESOLVED, To approve the minutes of the December 10, 2019 Regular meeting as revised.

Yes: All present (9)

MOTION CARRIED

4. PUBLIC COMMENT – Items not on the Agenda

There was no one present who wished to speak.

PUBLIC HEARING

5. PUBLIC HEARING – REZONING REQUEST (File Number Z 2019-0039) – Proposed Addison Heights Subdivision Rezoning, East of Livernois, South side of Arthur (88-20-27-307-033), Section 27, From P (Vehicular Parking) District to R-1E (One Family Residential) District

Mr. Savidant explained what a rezoning request is and its approval process. He provided a history of the zoning of the property. Mr. Savidant addressed the request as relates to the Rezoning Standards and Master Plan. Mr. Savidant said the applicant wants to construct a residential home on the site. It was recommended that the Planning Commission recommends to the City Council to grant approval of the rezoning request.

The applicant Ross Martin was present.

PUBLIC HEARING OPENED

There was no one present who wished to speak.

PUBLIC HEARING CLOSED

There was discussion on:

- Ownership of adjacent parcels.
- Potential development in the future along Livernois and the right of way.

Resolution # PC-2020-01-003

Moved by: Hutson

Support by: Tagle

RESOLVED, That the Planning Commission hereby recommends to the City Council that the P (Vehicular Parking) District to R-1E (One Family Residential) District rezoning request, as per Section 16.03 of the City of Troy Zoning Ordinance, located on the south side of Arthur, East of Livernois, within Section 27, being approximately 0.24 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.

Yes: All present (9)

MOTION CARRIED

PRELIMINARY SITE PLAN APPROVALS

6. PRELIMINARY SITE PLAN REVIEW (File Number SP2019-0022) – Proposed Crooks Road Townhomes, West side of Crooks, North of Wattles, Section 17, Currently Zoned NN (Neighborhood Node "I") District

Ms. Perakis disclosed she formerly lived in the Woodlands subdivision from 2008 to 2014 and her home on Parkstone backed up to the subject property. She also disclosed that the applicant is a current neighbor of hers and she was in opposition to the applicant's proposed apartment project that was formerly considered by the City. Ms. Perakis said there is no conflict of interest and that she can be objective in her consideration of the application.

Mr. Carlisle outlined the revisions the applicant proposes to the application based on discussion from the Planning Commission, staff and the public when considered at the September 24, 2019 meeting. He noted the site plan revisions are identified on page 5 of his report dated January 7, 2020. Mr. Carlisle reported there are significant outstanding site plan items on the revised site plan, as relates to screening/landscaping along adjacent residential property lines, tree removal loss due to the stormwater facility and lighting impact to adjacent property.

Mr. Carlisle recommended to postpone the application to allow the applicant to address site plan items.

Present were Carmine Avantini, AICP, of Community Image Builders, Arvin Stafa, Brandon Bronikowski, James Butler and Greg Bono, both of Professional Engineering Associates (PEA).

Mr. Avantini presented a PowerPoint presentation and addressed the additional acreage, decrease in density, increase in guest parking, traditional two-car garages, increased setback, screening and buffer to residential, building height, line of sight visual, grade difference, location of EVA, parking and pedestrian traffic. Mr. Avantini indicated several site plan issues identified by the Planning Consultant have been addressed. He asked for a favorable vote conditioned on the remaining issues that could be administratively addressed through engineering and final site plan processes.

Mr. Stafa addressed building height, grading, outlots and public engagement. Mr. Bronikowski addressed building materials and circulated building material samples. Mr. Bono addressed stormwater management. Mr. Butler said concerns relating to floodplain and wetlands would be addressed through the engineering process.

Chair Faison opened the floor for public comment.

The following spoke in opposition, voicing concerns with grade difference, drainage, flooding, compatibility, property values, application process, no public engagement, traffic impact and safety.

- James Chang, 4397 Bender
- Latish Adnani, 4219 Crooks
- Tom Reiss, 1400 Bradbury
- Jerry Rauch, 4187 Penrose
- Doug and Linda Gerard, 4197 Carson
- Mike and Laura Lipinski, 4233 Carson
- Thomas Mikulski, 4408 Cahill
- Daphne (Ntiri) and Jean-Claude Quenum, 4198 Carson
- JinMing Xu, 4179 Carson
- Bob Laudicina, 1286 Fountain
- Paul Balas, 4087 Parkstone
- Nadwa Gowda, 4412 Lehigh (*illegible*)
- Trevor Babi, 4537 Cahill
- Jeff Silagy, Whisper Way
- Raghav Kashi, 4420 Cahill

David Donnellon, architect and municipal planner; represented the seller of the property. He stated the development is permitted by right in the Neighborhood Node zoning district and addressed the balance between the Neighborhood Node and Single Family Residential zoning districts.

Chair Faison closed the floor for public comment.

There was discussion on:

- Grading difference, as relates to drainage and engineering design process.
- Stormwater management.
- Outlots; ownership, potential to build, property lines.
- Wetland and floodplain, as relates to MDEQ and engineering design process.
- Compatibility and transition to residential, as relates to landscape buffer, building height, line of vision, building materials.
- Line of vision scale and calculations.
- Neighborhood Node districts as relates to Master Plan, philosophy.
- Traffic impact; study.
- "Real" density.
- Engagement with neighbors; strongly encouraged.
- Intent of Master Plan.
- Joint meeting with City Council to discuss Neighborhood Node zoning districts.

Ms. Dufrane interjected the discussion to state the proposed development is permitted by right on the subject property.

Mr. Avantini asked the Board's consideration to postpone the item to allow an opportunity to respond to and investigate comments made this evening and to possibly gain insight from the joint meeting.

Resolution # PC-2020-01-004

Moved by: Krent

Support by: Lambert

RESOLVED, That Preliminary Site Plan Approval, pursuant to Article 8 of the Zoning Ordinance, as requested for the proposed Crooks Road Townhomes, located on the west side of Crooks, North of Wattles, Section 17, within the NN (Neighborhood Node "I") District, be postponed, for the following reasons:

1. Allow the applicant time to digest comments made by residents, Planning Commission and staff and to address the site plan items identified in the Planning Consultant report and staff review.

Yes: Apahidean, Crusse, Lambert, Faison, Krent, Rahman, Tagle

No: Hutson, Perakis

MOTION CARRIED

Chair Faison called for a recess at 9:33 p.m. The meeting reconvened at 9:50 p.m.

7. PRELIMINARY SITE PLAN REVIEW (File Number SP JPLN2019-0040) – Proposed Square Lake Court Townhomes, South side of Square Lake Road, West of Dequindre, Section 12, (88-20-12-200-025), Currently Zoned NN (Neighborhood Node "N") District

Mr. Carlisle reviewed the Preliminary Site Plan application for Square Lake Court Townhomes. He addressed the need for a dedicated guest parking area, a cross-access easement along the southern property line, additional trees along the west property line, shielding light fixtures and architectural detail on elevations.

Mr. Carlisle recommended to postpone the Preliminary Site Plan application to allow the applicant to address the guest parking, architectural detailing and other site plan concerns identified in his report dated January 7, 2020.

Present were Renis Nushaj, Erion Nikolla of Eureka Building Company and James Butler of Professional Engineering Associates (PEA).

Mr. Butler addressed the outstanding site plan issues relating to the photometric plan, landscaping and guest parking. He said the additional trees would be added and the light fixture shielded. Mr. Butler indicated 10 to 12 parallel spaces could be dedicated for guest parking along the southern property line.

Mr. Nikolla addressed design and architectural features of the elevations, building materials and colors. Building material samples were circulated.

Mr. Nushaj addressed the City's requirement for a cross-access easement. Mr. Nushaj believes a cross-access easement agreement should be a private contract among involved parties, not a requirement of the City, and views the City's requirement as an encumbrance on private property.

There was discussion on:

- Guest parking; accommodation and layout.
- Ownership of property to south.
- Cross-access easement and EVA requirements.
- Traffic circulation; no comments from Engineering review.
- Recent revisions to site plan.

Ms. Dufrane referenced Zoning Ordinance sections that relate to the requirement of a cross-access easement and exceptions to that requirement; i.e., if it is demonstrated that there are either physical limitations or functional circumstances that prevent such access from being installed.

Mr. Carlisle said the EVA is noted on the site plan; the cross-access easement is not noted on the site plan.

Mr. Savidant stated that both the Fire Department and Engineering Department recommend a cross-access easement, but it is the authority of the Planning Commission to place a cross-access easement on a property.

Resolution # PC-2020-01-005

Moved by: Krent

Seconded by: Crusse

RESOLVED, That Preliminary Site Plan Approval, pursuant to Article 8 of the Zoning Ordinance, as requested for the proposed Square Lake Court Townhomes, 14 units, located on the South side of Square Lake, West of Dequindre (PIN 88-20-12-200-025), Section 12, Zoned NN (Neighborhood Node "N"), be granted, subject to the following:

1. Add dedicated guest parking.
2. Provide cross-access easement along southern property line.
3. Add additional trees along west property line.
4. Replace light fixture with shielded one.
5. Identify all materials.
6. Add additional architectural details to the side elevations.

Yes: Crusse, Lambert, Faison, Krent, Rahman, Tagle

No: Apahidean, Hutson, Perakis

MOTION CARRIED

OTHER BUSINESS**8. PLANNING COMMISSION 2020 MEETING SCHEDULE – REVISION**

Mr. Savidant asked for the Board's consideration to revise the 2020 Planning Commission meeting calendar by removing the March 10, 2020. He explained an election is being held that day and there could be a conflict in reserving a meeting room.

Resolution # PC-2020-01-006

Moved by: Lambert

Seconded by: Rahman

RESOLVED, To revise the 2020 Planning Commission Schedule and remove the March 10, 2020 date.

Yes: All present (9)

MOTION CARRIED**9. ELECTION OF OFFICERS**

Chair Faison opened the floor for nominations of Chair. Ms. Crusse nominated Mr. Faison. Mr. Hutson nominated Mr. Krent. There were no further nominations placed on the floor.

Mr. Faison said he would be happy to serve another year or happy to step down to allow the opportunity to another member.

Mr. Krent accepted the nomination.

Roll call vote on the nomination of Mr. Faison for Chair

Yes: Crusse, Lambert, Faison, Rahman

No: Apahidean, Hutson, Krent, Perakis, Tagle

MOTION FAILED**Roll call vote on the nomination of Mr. Krent for Chair**

Yes: Apahidean, Lambert, Faison, Hutson, Krent, Perakis, Rahman, Tagle

No: Crusse

MOTION CARRIED

Mr. Krent is the newly elected Chair.

Chair Faison opened the floor for nominations of Vice Chair. Mr. Tagle nominated Mr. Lambert. There were no further nominations placed on the floor.

Mr. Lambert accepted the nomination and is the newly elected Vice Chair.

There was discussion on the role, structure and formation of the Planning Commission representative to the Zoning Board of Appeals; consideration might be given to making revisions.

Chair Faison opened the floor for nominations of Zoning Board of Appeals (ZBA) Representative. Mr. Apahidean nominated Mr. Rahman. There were no further nominations placed on the floor.

Mr. Rahman accepted the nomination and is the newly elected ZBA Representative.

10. PUBLIC COMMENT

There was no one present who wished to speak.

11. PLANNING COMMISSION COMMENT

There were general Planning Commission comments, some relating to:


- Compatibility, transition of Neighborhood Nodes to single family residential.
- Opening the floor for public comment following a Public Hearing.
- 2020 Michigan Regional Future City Competition at Novi Showplace on January 28.

Chair Faison was acknowledged and thanked for a good job as Chair!

A warm welcome was extended to Ms. Perakis.

The Regular meeting of the Planning Commission adjourned at 11:19 p.m.

Respectfully submitted,


FOR CARLTON FAISON
Carlton Faison, Chair


FOR KATHY CZARNECKI
Kathy L. Czarnecki, Recording Secretary

EXHIBIT F

First and Second Amendments to Agreement of Sale

FIRST AMENDMENT TO AGREEMENT OF SALE

THIS FIRST AMENDMENT TO AGREEMENT OF SALE ("First Amendment") is entered into as of this 14 day of March, 2020 (the "Effective Date"), by and between SAM STATA, on behalf of any entity to be formed ("Purchaser") and CHOICE DEVELOPMENT CORPORATION, a Michigan corporation and KAMAL H. SHOUHAYIB, individually (collectively, "Seller").

Recitals

The facts underlying the execution of this First Amendment are as follows:

A. On November 12, 2019 Purchaser and Seller entered into a Purchase Agreement (the "Original Agreement"), relating to the purchase and sale of real property located in the City of Troy, Michigan as more particularly described in the Original Agreement (the "Property").

B. The Original Agreement required Purchaser to complete the sale on or before February 1, 2020 (the "Original Closing Date"). Purchaser has requested that the closing be extended to a date reasonably acceptable to the parties not later than May 20, 2020 (the "Outside Closing Date").

C. Seller is willing to extend the Closing date up to the Outside Closing Date but only on the terms set forth in this First Amendment including Purchaser's agreement to consummate an escrow closing on before May 13, 2020 (the "Escrow Closing Date").

Agreement

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. Closing Date. Purchaser and Seller hereby agree and acknowledge that the Closing Date shall be extended from the Original Closing Date to the Outside Closing Date. Time is of the essence with respect to every term, obligation, promise, and covenant set forth within the Agreement as amended hereby.

2. Purchaser's Satisfaction of Closing Conditions. Purchaser acknowledges and agrees that Purchaser has satisfied or waived any conditions precedent to Closing set forth in the Agreement including, without limitation, all title, survey, environmental and governmental approval matters. Seller's only remaining obligation shall be to convey the Property to Purchaser in the manner described in the Original Agreement.

3. Special Agreement Relating to 4095 Crooks Road. Purchaser has been advised by Seller that the owner of that portion of the property defined as the 4095 Property in the

Original Agreement has the right to remain in occupancy of the 4095 Property for a period of up to sixty (60) days from Closing pursuant to the following provision:

Temporary Occupancy Agreement. Seller shall have the right to remain in occupancy of the Property for a period of 60 days from Closing. Seller shall not be required to pay rent but shall maintain the Property in the same condition existing as of the Closing and shall pay for all utilities and maintain liability insurance in favor of Purchaser during such temporary occupancy period. Seller shall indemnify, defend and hold Purchaser harmless from and against any damages, losses, claims and expenses (including reasonable attorney's fees), relating to events occurring on the Property during the period of Seller's occupancy, except to the extent caused by Purchaser. Seller and Purchaser shall enter into a Temporary Occupancy Agreement at Closing reasonably satisfactory to both parties.

4. Ratifications. Except as specifically herein amended, all terms, provisions, conditions and exhibits contained in the Original Agreement are hereby confirmed, ratified and restated and shall remain unmodified and in full force and effect. In the event that any provision of this First Amendment shall conflict with the terms, provisions, conditions, and exhibits of the Original Agreement, the terms of this First Amendment shall govern and control. Purchaser acknowledges and agrees that Seller has performed all of its obligations under the Original Agreement through the Effective Date.

5. Counterparts; Signatures. This First Amendment may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts put together shall constitute but one and the same First Amendment. Signatures to this First Amendment transmitted by PDF, electronic mail or other electronic means shall be treated as originals in all respects for purposes of this First Amendment.

6. Successors and Assigns. This First Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meanings attributed to them in the Original Agreement.

8. Escrow Closing. Purchaser acknowledges and agrees that the proceeds from the closing of the sale of the Property pursuant to the Original Agreement as amended hereby, will be used by Seller to consummate the purchase of the 4095 Property (the "4095 Closing"). In order to assure Seller that Seller will have adequate funds to consummate the 4095 Closing, the Closing shall take place through an escrow with the Title Company, on the Escrow Closing Date (the "Escrow Closing"). At the Escrow Closing, the parties shall execute and deliver into escrow with the Title Company, all Closing documents, certificates deeds, closing statements and other agreements required to consummate the Closing in accordance with the Original Agreement as hereby amended. At the Escrow Closing Purchaser shall deposit the balance of the Purchase Price with the Title Company plus or minus any prorations required under the Original Agreement, as amended. Seller shall prepare the escrow agreement which shall be subject to Purchaser's reasonable comments.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE TO FIRST AMENDMENT TO PURCHASE AGREEMENT

PURCHASER:

Sam Stafa on behalf of an entity to be formed

By: 

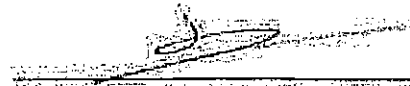
Sam Stafa

SELLER:

Choice Development Corporation,
a Michigan corporation

By: 

Kamal H. Shouhayib, President


Kamal H. Shouhayib, Individually

SECOND AMENDMENT TO AGREEMENT OF SALE

THIS SECOND AMENDMENT TO AGREEMENT OF SALE ("Second Amendment") is entered into as of this 30th day of July, 2020 (the "Effective Date"), by and between SAM STAFA, on behalf of an entity to be formed ("Purchaser") and CHOICE DEVELOPMENT CORPORATION, a Michigan corporation and KAMAL H. SHOUHAYIB, individually (collectively "Seller").

Recitals

A. On November 12, 2019, Purchaser and Seller entered into a Purchase Agreement (the "Original Agreement"), relating to the purchase and sale of real property located in the City of Troy, Michigan, as more particularly described in the Original Agreement (the "Property").

B. The Original Agreement required Purchaser to complete the sale on or before February 1, 2020 (the "Original Closing Date"). The First Amendment to Agreement of Sale dated March 6, 2020 ("First Amendment"), among other things, extended the closing to a date not later than May 20, 2020 (the "Outside Closing Date"). The Original Agreement, as modified by the First Amendment, is collectively referred to as the "Agreement".

C. Seller is willing to extend the Outside Closing Date, but only on the terms set forth in this Second Amendment, including Purchaser's agreement to consummate an escrow closing on or before the earlier of (i) September 30, 2020, or (ii) ten (10) business days following approval by the City of Troy Michigan Planning Commission that of Purchaser's intended development of the Property as a multi-family residential project ("Purchaser's Proposed Development") has been granted subject only to reasonable or customary conditions ("City Approval").

D. As used in this Second Amendment, Purchaser's Proposed Development means the development described in the Site Plan submitted by Purchaser to the City of Troy with the following modifications (the "Site Plan"):

(i) the height of the 17 units located in buildings B, C and D shall be reduced from 33.1' to 27'8-11/16" (as measured to the midpoint of the slope); and

(ii) as amenities to Purchaser's Proposed Development, Purchaser shall add a pathway by the proposed detention pond, along with a pavilion and picnic area.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. Purchaser and Seller hereby agree that the Outside Closing Date shall be extended to September 30, 2020. Purchaser acknowledges and agrees that except as provided in Paragraph h5 of this Second Amendment, Seller is under no obligation to extend the Outside Closing Date beyond September 30, 2020 and as part of the First Amendment, Purchaser acknowledged and agreed that all deposits and fees paid by Purchaser had been irrevocably forfeited as liquidated damages. If the closing fails to occur on or before September 30, 2020 (except as a result of a material default by Seller) and Outside Closing Date is not extended pursuant to Paragraph 5 hereof, Seller may by written notice to Purchaser, immediately terminate the Agreement, as amended. If Purchaser fails to close on or before the Outside Closing Date, as the same may be extended, then unencumbered marketable title to the Site Plan and all of Purchaser's due diligence materials including engineering studies, architectural drawings, surveys, environmental reports and soils studies shall be deemed immediately and unconditionally assigned and sold to Seller and this Second Amendment shall be deemed an assignment and bill of sale as to such assigned and sold due diligence materials. Seller shall be added as a co-applicant with respect to obtaining City Approval for Purchaser's Proposed Development but unless the Agreement is terminated as a result of Purchaser's failure to close by the Outside Date, as the same may be extended, Purchaser, at his sole expense, shall be solely responsible for obtaining City Approval.

2. Purchaser acknowledges and agrees that (i) Seller has performed all of Seller's obligations under the Agreement through the date hereof and (ii) Purchaser has satisfied or waived any conditions precedent to Closing set forth in the Agreement including, without limitation, all title, survey, environmental and governmental approval matters. Seller's only remaining obligation shall be to convey the Property to Purchaser.

3. All other terms, provisions and conditions of the Agreement, as amended by this Second Amendment to Agreement of Sale, shall continue to remain in full force and effect, except as hereinabove modified. In the event of any conflict or inconsistency between the terms of the Agreement and this Second Amendment, the terms of this Second Amendment shall control.

4. Purchaser shall, at its sole expense, exercise its best efforts to obtain City Approval as soon as possible; provided, however, that City Approval is not a condition to Purchaser's obligations under the Agreement as modified hereby. Purchaser shall provide Seller with copies of all communications with the City of Troy and a schedule for obtaining City Approval.

5. As long as Purchaser is not in default under the Agreement as hereby amended, Purchaser shall have the right to extend the Outside Closing Date as follows:

(a) If Purchaser delivers written notice to Seller, on or before September 26, 2020 of Purchaser's election to extend the Outside Closing Date and delivers an extension fee of \$10,000.00 to Seller (in immediately available funds), then the Outside Closing Date shall be extended to November 8, 2020 or 10 days of the date Purchaser obtains City Approval, whichever occurs first.

(b) If Purchaser delivers written notice to Seller, on or before October 31, 2020 of Purchaser's election to further extend the Outside Closing Date and delivers an

extension fee of \$15,000.00 to Seller (in immediately available funds), then the Outside Closing Date shall be extended to December 16, 2020 or 10 days of the date Purchaser obtains City Approval, whichever occurs first.

(c) Any extension fees shall be non-refundable, shall be paid directly to Seller by federal wire transfer and shall not be applicable against the purchase price. Seller shall be under no obligation to further extend the Outside Closing Date.

6. The purchase price shall be paid in full in immediately available funds which shall be wire transferred to the Title Company before noon local time on the date of Closing. The Title Company shall in turn wire the closing proceeds to Seller. There shall be no purchase money note and mortgage.

PURCHASER:

Sam Stafa 07-15-20 20
Sam Stafa, on behalf of an entity
to be formed

SELLER:

Choice Development Corporation, a
Michigan corporation

By: *[Signature]*
Kamal H. Shouhayib, President

[Signature]
Kamal H. Shouhayib, Individually

EXHIBIT G

Minutes of PC Meeting of 11/10/2020

Chair Krent called the virtual Regular meeting of the Troy City Planning Commission to order at 7:03 p.m. on November 10, 2020. Chair Krent introduced the procedure to be followed for a remote meeting.

1. ROLL CALL

Present:

Ollie Apahidean
Karen Crusse
Carlton M. Faison
Michael W. Hutson
Tom Krent
David Lambert
Marianna Perakis
Sadek Rahman
John J. Tagle (audibly only)

Also Present:

R. Brent Savidant, Community Development Director
Ben Carlisle, Carlisle Wortman Associates
Julie Quinlan Dufrane, Assistant City Attorney
Jackie Ferencz, Planning Department Administrative Assistant
Kathy L. Czarnecki, Recording Secretary

2. SUSPENSION OF PLANNING COMMISSION BYLAWS

Resolution # PC-2020-11-027

Moved by: Rahman

Support by: Perakis

WHEREAS, the Michigan Department of Health and Human Services (MDHHS) Director Robert Gordon issued an Order on October 5, 2020 under MCL 333.2253 restricting indoor gathering sizes to protect public health and safety, and

WHEREAS Public Act 228 of 2020 permits public meetings to be held by electronic means where an in-person meeting could detrimentally increase exposure of board members and the general public to COVID-19,

THEREFORE BE IT RESOLVED, That as allowed by Planning Commission Rules of Procedure Article IV, Section 6, the Troy Planning Commission hereby **TEMPORARILY SUSPENDS** the requirement of holding a meeting at the Troy City Hall and **ALLOWS** all Troy Planning Commission Members to electronically participate in any Planning Commission meeting through December 31, 2020.

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, As allowed by Planning Commission By-laws and Rules of Procedure Article X, the Troy Planning Commission hereby **TEMPORARILY SUSPENDS AND MODIFIES** the By-laws and Rules of Procedure concerning the Order of the Agenda, as set forth in Article V, Section 3, to consolidate the Public Comment sections of the meeting for any meeting held through December 31, 2020.

RESOLVED, As allowed by Planning Commission By-laws and Rules of Procedure Article X, the Troy Planning Commission hereby **TEMPORARILY SUSPENDS AND ALLOWS** two methods of receiving Public Comment for virtual meetings. Public comments can be submitted for the Planning Commission meeting by sending an email to: planning@troymi.gov. Emails received prior to 4:00 pm on the day of the Planning Commission meeting, will be read at the meeting and made part of the public record. Public comments can also be submitted by calling the following phone number and leaving a voicemail message: (248) 524-1305. Recorded voicemail messages received prior to 4:00 pm on the day of the Planning Commission meeting will be played at the meeting. For emails and recorded messages received after the deadline, reasonable efforts will be made to read emails and play recorded messages received during the meeting. Email and voicemail public comments will be limited to three minutes each.

Yes: All present (9)

MOTION CARRIED

3. APPROVAL OF AGENDA

Resolution # PC-2020-11-028

Moved by: Perakis

Support by: Apahidean

RESOLVED, To approve the Agenda as prepared.

Yes: All present (9)

MOTION CARRIED

4. APPROVAL OF MINUTES

Mr. Lambert asked that the draft minutes reflect that Resolution # PC-2020-10-026 was moved by him and not Mr. Tagle.

Resolution # PC-2020-11-029

Moved by: Lambert

Support by: Rahman

RESOLVED, To approve the minutes of the October 27, 2020 Regular meeting as revised.

Yes: All present (9)

MOTION CARRIED

5. PUBLIC COMMENT – For Items Submitted via Email or Telephone Message

Email messages received after the online posting of the agenda, in response to Agenda item #6.

- Carl Koenig, 4393 Cahill; oppose
- Jan Walsh, 4318 Bender Court; oppose
- Omar Shouhayib, 2265 Livernois, Choice Development; in support
- Laura Lipinski, 4233 Carson; oppose
- Ken McCabe, no address; oppose
- Thomas and Patricia Reiss, 1400 Bradbury; oppose
- Charlotte MacPherson, no address; oppose
- Senthil Kumar, 4073 Parkstone; oppose
- Lisa Paglino, 1061 Redding; oppose
- Neal and Paulette Shaw, 3861 Jennings; oppose
- Linda Baatz, no address; oppose
- Anirudh Sure, no address; oppose
- Daryl and Denise Jamison, no address; oppose
- Yumin and Zhang Ying Sheng, 4678 Tifton; oppose
- Tom Shaw, 4040 Glencastle; oppose
- John and Shelly Shallcross, 1059 Fountain; oppose
- Vivian Zoma, no address; oppose
- Sathya Dev, no address; oppose
- Maureen Cash, 4278 Lehigh; oppose
- Bonnie Jeffrey, no address; oppose
- Maureen Pickard, no address; oppose
- Celine T (concerned citizen), no address; oppose
- Faina Temkin, no address; oppose
- Larry and Jennifer Patton, 1417 Fountain; oppose
- Srinivasan Ravindran, no address; oppose
- Medha Tripathi, no address; oppose
- Angela He, 1347 Fountain; oppose
- Natarajan Athreya, 4089 Glencastle; oppose
- No name (Boots2344), 1310 Fountain; oppose
- Jonathan Maksabo, no address; oppose
- Ralph Schick, 4117 Penrose; oppose
- Amy Hirina, 4234 Carson; oppose
- Shalin Shah, no address; oppose
- No name, no address; oppose
- Harshini Chandrasekaran, no address; oppose
- Varun Aravapally, no address; oppose
- Ayesha Khan, no address; oppose
- Aryamaan Gaddam, no address; oppose
- Andrea Noble, Treasurer Woodlands of Troy HOA; oppose
- Rose Marie Ialapi, no address; oppose

- Matt Parowski, 240 W. Wattles; oppose
- Sanjay Shah and Bela Shah, no address; oppose
- June Yount, no address; oppose
- Aashit Shah, 4088 Parkstone; oppose
- Aashka Shah, no address; oppose
- Abbassieh Sobh, no address; oppose
- Amy Leigh Talarico, no address; oppose
- Arushi Mahajan, no address; oppose
- L. Xiaob (Bob), no address; oppose
- Brian Bartkowiak, 4278 Lehigh; oppose
- Brian Conolly; no address; oppose
- Carl Koenig, 4393 Cahill; oppose
- Carmen Franco, no address; oppose
- Carol Kohut, no address; oppose
- Cynthia Desmon, no address; oppose
- Cindy Sweeney, 4037 Glencastle; oppose
- Dan Raubinger, no address; President Woodlands of Troy HOA; oppose
- Daphne Ntiri, 4198 Carson; oppose
- Daryl Dickhudt, 4143 Glencastle; oppose
- David and Claudette Rusing, 1425 Bradbury; oppose
- Deanna Vetrone, no address; oppose
- Debbie A. Knauss, 3897 Meadowbrook; oppose
- Devinder Singh, 2452 Claymont; oppose
- Edmund Jaskulka, 4291 Lehigh; oppose
- Geeta Desai, 1844 Rolling Woods; oppose
- Geomy George, 4025 Glencastle; oppose
- James and Sharon Murray, 1267 Bradbury; oppose
- Jayashree Rao, 4415 Wintergreen; oppose
- Jenn-Tser and Jin-Feng Pan, 4059 Parkstone; oppose
- Jenny Chang, no address; oppose
- Jinming Xu, 4179 Carson; oppose
- John Bridge, 4089 Penrose; oppose
- Gerald and Judith Holmberg, no address; oppose
- Thomas and Karen Shaw, 4040 Glencastle; oppose
- Katherine Mikulski, 4408 Cahill; oppose
- Kosta and Carol Hardaloupas, no address; oppose
- Kristen Rondeau, 5090 Longview; oppose
- Les and Liz Kobylak, 1938 Canary; oppose
- Lisa Paglino, no address; oppose
- Lopa Rana, no address; oppose
- Mark and Diane Paul, 3844 Root; oppose
- Mary Kay Michaels, 4535 Hycliffe; oppose
- Mary Kennedy, no address; oppose
- Masood Siddiqui, no address; oppose

-
- Mike Lipinski, 4233 Carson; oppose
 - Praveen Gomer, 1062 Whisper Way; oppose
 - Pat Baker, no address; oppose
 - Paul Pabian, no address; oppose
 - Priti Gupta, no address; oppose
 - Ringo Zhang, no address; oppose
 - Robert Laudicina, 1286 Fountain; oppose
 - Robert Marku, no address; oppose
 - Scott and Claudia Leman, 1075 Fountain; oppose
 - Sujith Nair, 1337 Bradbury; oppose
 - Susan Turpin, 4216 Carson; oppose
 - Xiao Min Chen, 975 Emerson; oppose
 - Jerry Rauch, 4187 Penrose; oppose
 - Xiaoqing Yu, 1260 Bradbury; oppose
 - Yi Guo and Zhe Xu, 1192 Provincial; oppose
 - Yongpeng Zhang, no address; oppose
 - Zachary Reed, 1395 Fountain; oppose
 - Kevin Zhou, no address; oppose
 - Shelley Stenger, no address; oppose
 - Aditi Mahajan, no address; oppose
 - Atika Singh, no address; oppose
 - Dorothy Shetler, 4558 Rivers Edge; oppose
 - Fred Tarazi, 4388 Cahill; oppose
 - Jayne and Rick Smith, no address; oppose
 - Jean-Claude Quenum, 4198 Carson; oppose
 - Jigna Shah, 4088 Parkstone; oppose
 - Kelly Coval, no address; oppose
 - Kristi Roncelli, no address; oppose
 - Mary Branch, no address; oppose
 - Michael and Peggy O'Shaughnessey, no address; oppose
 - Mike Temkin, no address; oppose
 - Patricia Orlowski, 1381 Bradbury; oppose
 - Paul Balas, 4087 Parkstone; oppose
 - Ravi, no address; oppose
 - Renee Weiss, no address; oppose
 - Rhea Sautter, no address; oppose
 - Rose Wright and James Laherty, 1269 Autumn; oppose
 - Lisa Paglino, 1061 Redding; oppose
 - Sumit Mathur, 4426 Hycliffe; oppose
 - Ashish and Swati Mody, 4752 Rivers Edge; oppose

Chair Krent called a recess at 9:32 p.m. The meeting reconvened at 9:38 p.m.

Voicemail messages received in response to Agenda Item #6.

- Aashit Shah, 4088 Parkstone; oppose
- Thomas Mikulski, 4408 Cahill; oppose
- Edmund Jaskulka, 4291 Lehigh; oppose
- Praveen Gomer, 1062 Whisper Way; oppose
- David Rusing, 1425 Bradbury; oppose
- Indiscernible name; oppose
- Joyce Barnett, 3448 Tothill; oppose
- Deepak Parekh, 2956 Devonwood; oppose
- Indiscernible name; oppose
- Robert Marku, 3394 Kilmer; oppose
- Tim Dryzga, 4642 Bentley; oppose
- Jigna Shah, 4088 Parkstone; oppose
- Gloria Vanevery, 2140 Charnwood; oppose
- Resident, Woodlands of Troy; oppose
- Victor Nowak, 1132 Fountain; oppose
- Michael Walsh, 4318 Bender Court; oppose
- Heena Shah, 1701 Caliper; oppose
- Deborah Louzecky, 6327 Donaldson; oppose
- Carol Quigley, 2489 Tall Oaks; oppose
- (first name indiscernible) Raghavulu, 4020 Penrose; oppose
- Henry Bzdziuch, 2337 Valleyview; oppose

PRELIMINARY SITE PLAN APPROVAL

6. **PRELIMINARY SITE PLAN REVIEW (File Number SP JPLN2019-0022)** – Proposed Crooks Road Townhomes, West side of Crooks Road, North of Wattles Road, Section 17, Currently Zoned NN (Neighborhood Node "I") District

Mr. Savidant gave a history of the Preliminary Site Plan application from its initial submission on June 28, 2019. He indicated a public hearing is not required for the application but at two previous Planning Commission meetings, the Chair opened the floor for public comment. At the September 24, 2019 meeting, 30 people spoke and 82 email messages were received. At the January 14, 2020 meeting, 18 people spoke and 59 email messages were received.

Mr. Savidant indicated the applicant has brought back the application with minor modifications after meeting with representatives of the abutting neighborhood. He said the administration notified the Woodlands Homeowners Association with a link to the agenda packet posted online this past Friday afternoon, which generated the public comment presented this evening. Mr. Savidant said the applicant has a right to due process by law to be heard by the Planning Commission.

Mr. Carlisle gave a review of the Preliminary Site Plan application identifying the recent modifications to the plan since last reviewed by the Planning Commission and as identified in his report dated November 6, 2020. He shared the renderings provided by the applicant.

Mr. Carlisle reported the proposed use is appropriate for the site and multiple family residential is a permitted use in the neighborhood node. He asked the Planning Commission to take into consideration the type of multiple family residential proposed, the number of units proposed, and transitional features as set forth in Section 5.06.E.3 of the Zoning Ordinance.

Discussion among members and administration:

- Building height permitted in Neighborhood Node districts.
- Pedestrian path and picnic area.
 - Amenity for development or adjacent Penrose residents; question for applicant.
 - Access; no physical vehicular or pedestrian connection.
- Community Image Builders communication; some valid points, some points not related specifically to Troy.
- Stormwater management; review during final site plan process by City Engineering Department, as well State permits required.
- No applications on file for proposed development on remaining corners of Wattles and Crooks.

Present were Attorney Greg Obloy of Carson Fischer, Carmine Avantini of Community Image Builders, James Butler and Gregory Bono of Professional Engineering Associates and the applicant Arban Stafa of Tollbrook North LLC.

Mr. Obloy said the applicant met with representatives of the abutting residential neighborhood after the Planning Commission meeting in January and resubmitted the plan in March with revisions to address transition and Planning Consultant review comments. Mr. Obloy clarified the picnic area is intended as an amenity for the neighborhood to the west. Mr. Obloy said the application complies with all requirements of the Zoning Ordinance and respectfully requested action this evening to approve the Preliminary Site Plan.

Mr. Avantini gave a PowerPoint presentation. He addressed a reduction in building height, elevation difference between uses, amenities and building material. Mr. Avantini said building material is brick and cement fiber board, no vinyl. He noted trash collection would be internally for individual townhomes with no dumpsters on site. Mr. Avantini's presentation showed various renderings and a three-dimensional view of the development in context to neighboring homes.

There was discussion on:

- Neighborhood meeting on January 23, 2020 at City Hall Library; applicant indicated no compromise reached.
- Pedestrian path and picnic area.
- Elevation and grading differences; approximate 5-foot difference, accuracy of information provided by applicant.
- Transitional features and compatibility with surrounding neighbors.
 - Interpretation(s) of design standards subjective.
- Application as relates to Zoning Ordinance requirements and Master Plan.
- Traffic study dated January 14, 2020; same data and conclusion for revised application.
- Department reviews of application; no outstanding issues cited.
- Recent legal matter received in City Attorney office.

Resolution # PC-2020-11-

Moved by: Lambert

Support by:

RESOLVED, That Preliminary Site Plan Approval, pursuant to Article 8 of the Zoning Ordinance, as requested for the proposed Crooks Road Townhomes, located on the west side of Crooks, North of Wattles, Section 17, within the NN (Neighborhood Node "I") District, be DENIED, for the following reason(s):

1. That the applicant has not provided the appropriate transition.
2. That it does not meet the design standards, does not enhance the character, environment and safety of pedestrian and motorists through the requirements of the Zoning Ordinance.

Reason #2 offered by Ms. Perakis prior to support on the motion.

Ms. Perakis shared concerns about the safety of children in the context of lack of sidewalks and internal traffic circulation with respect to pedestrians and vehicles.

Ms. Dufrane encouraged further discussion if Ms. Perakis believes there is a safety issue.

Chair Krent stated there appears to be plenty of sidewalks; the open issue is whether the application meets transition and compatibility standards.

Mr. Savidant responded to the concerns expressed by Ms. Perakis about safety. He said the application was submitted to appropriate City departments for review. Mr. Savidant said the traffic professionals and the Fire Department cited no safety concerns with the development. Mr. Savidant said there is nothing dangerous about the project and that the Planning Department does not forward applications to the Planning Commission to act upon if there are any safety concerns.

EXHIBIT H

CWA Memo to PC dated 10/15/2019



Carlisle | Wortman

ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

MEMORANDUM

TO: City of Troy Planning Commission
Mark Miller, AICP, City Manager
R. Brent Savidant, AICP, Planning Director

FROM: Benjamin R. Carlisle, AICP

DATE: October 15, 2019

RE: Transitions and Increasing Square Footage Cap in a Cluster Development

The Planning Commission has recently held discussions regarding two potential zoning amendments to address ongoing topics: 1. Transitions, particularly adjacent to single family residential; and 2). Increasing the maximum square footage cap to qualify for a density bonus in the cluster development option.

1. Transitions

The Planning Commission recently discussed transitions and frictions points between intense uses adjacent to single-family uses. At that meeting a number of options were presented for the Planning Commission to consider. The direction of the Planning Commission was to consider zoning amendments to ensure an appropriate intensity, height, and bulk transition between areas of potential friction. Due to the uniqueness of Big Beaver zoning, we recommend that right now we only focus on Neighborhood Nodes.

Based upon the direction from the Planning Commission, we offer the following amendments for consideration. These amendments would only apply to Neighborhood Nodes.

Development height, setback, and greenbelt provisions for any non-single family development in Neighborhood Nodes.

1. Height:

- a. *Any building, or portion of a building, on a parcel abutting a one-family residentially zoned parcel shall not exceed 2.5-stories, 30 feet in height.*
- b. *Any building, or portion of a building, on a parcel that is not abutting a one-family residentially zoned parcel shall not exceed 3-stories, 38 feet in height.*

2. Setback and Greenbelt:

- a. *When a parcel is abutting a one-family residential zoned parcel the building setback from the property line of the one-family residential zoned parcel shall be no less than the height of the proposed building or twenty (20) feet, whichever is greater.*
- b. *When a parcel is abutting a one-family residential zoned parcel a minimum 20-foot landscaped greenbelt shall be maintained from the property line of the one-family residential zoned parcel. The greenbelt shall be landscaped and screened in accordance with 13.02.B.*
- c. *The Planning Commission may deviate from these setback and greenbelt provisions in the course of its site plan review process; however, the Planning Commission shall not permit a setback or greenbelt that is less than required in the building form or Section 13.02.B. In the review of the deviation, the Planning Commission shall consider the following standards:*
 - i. *The deviation will not adversely impact public health, safety, and welfare.*
 - ii. *The deviation maintains compatibility with adjacent uses.*
 - iii. *The deviation is compatible with the Master Plan and in accordance with the goals and objectives of the Master Plan and any associated subarea and corridor plans.*
 - iv. *The deviation will not adversely impact essential public facilities and services, such as: streets, pedestrian or bicycle facilities, police and fire protection, drainage systems, refuse disposal, water and sewage facilities, and schools.*
 - v. *The deviation will be in compliance with all other zoning ordinance standards.*
 - vi. *The deviation will not adversely impact any on-site or off-site natural features.*

2. Housing Diversity and Options

The Planning Commission has questioned why the development community has not taken advantage of the housing diversity and option density bonus for smaller homes. Input from the development community notes that 1,500 sq/ft is too small to consider construction even with the associated density bonus. The Planning Commission has been told that a slight increase to 1,700 sq/ft would greatly assist in utilizing the density bonus. As such, we have proposed revised language to increase the maximum size to receive the density bonus from 1,500 to 1,700 sq/ft.

Revised Language:

Housing Diversity and Options. A bonus above the base yield number of units established in 10.04.C.1 may be provided for a development that provides a diverse variety of housing types or

provides a type of housing that is desired, but not currently offered in the city. The following requirements shall be met for the all bonus unit in excess of the base yield number of units:

- a. Maximum home square footage shall not exceed ~~1,500~~ 1,700 sq/ft; and*
- b. Master first floor bedroom and bathroom shall be provided.*

Based upon discussion and direction of the Planning Commission, we can put this in ordinance form and prepare for a public hearing.

I look forward to discussing this further.

Sincerely,



CARLISLE/WORTMAN ASSOC., INC.
Benjamin R. Carlisle, LEED AP, AICP

9. PUBLIC HEARING – ZONING ORDINANCE TEXT AMENDMENT (File Number ZOTA 255)
– Transitions in NN (Neighborhood Node) Zoning District

Mr. Carlisle reviewed the proposed text amendment to address the transition between intense use of Neighborhood Node development adjacent to single family residential through the site plan review process.

There was discussion on:

- Northwest corner of Dequindre and Wattles zoned Neighborhood Node.
- Restrictions applicable only to sites abutting single family residential.

PUBLIC HEARING OPENED

- Jerry Rauch, 4187 Penrose; thanked the Board with their follow-through on addressing density associated with Neighborhood Nodes, referenced his letter provided to the Board with respect to taking under consideration related Zoning Ordinance requirements.
- Laura Lipinski, 4233 Carson; addressed density, transition and traffic impact associated with development adjacent to single family residential.
- Dan Raubinger, 4083 Penrose; representing Woodlands of Troy Homeowners Association, expressed strong support of the text amendment changes, addressed effect of the changes to Wattles and Crooks Neighborhood Node.

PUBLIC HEARING CLOSED

Resolution # PC-2019-12-089

Moved by: Lambert

Support by: Fowler

RESOLVED, That the Planning Commission hereby recommends to the City Council that Article 10 of Chapter 39 of the Code of the City of Troy, which includes provisions related to height and setback in the NN Neighborhood Node Zoning District, be amended as printed on the proposed Zoning Ordinance Text Amendment.

Yes: All present (9)

MOTION CARRIED

EXHIBIT I

Troy City Council Agenda dated 05/13/2021



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: May 13, 2021

To: Mark F. Miller, City Manager

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

Subject: PUBLIC HEARING – ZONING ORDINANCE TEXT AMENDMENT (File Number ZOTA 255)
– Transitions in NN (Neighborhood Node) Zoning District

This item was initiated by Staff based on conversations with the Planning Commission and developers. The intent of the amendment is to protect single family residential property values by ensuring smooth transitions between multi-family and commercial development and single family residential neighborhoods.

The provision mandates that maximum height for a building abutting a one-family residentially zoned parcel shall not exceed 2.5 stories, 30 feet in height. Further, when a parcel abuts a one-family residential zoned parcel the building setback from the property line of the one-family residential zoned parcel shall be no less than the height of the proposed building or twenty (20) feet, whichever is greater.

The Planning Commission considered this item on December 10, 2019 and recommended approval of the text amendment by a 9-0 vote.

A City Council public hearing has been scheduled for May 24, 2021.

Attachments:

1. Draft text amendment.
2. Memo prepared by Carlisle/Wortman Associates, Inc., dated October 15, 2019.
3. Minutes from December 10, 2019 Planning Commission Regular meeting (excerpt).

CITY OF TROY
AN ORDINANCE TO AMEND
CHAPTER 39 OF THE CODE
OF THE CITY OF TROY
CITY COUNCIL PUBLIC HEARING DRAFT

The City of Troy ordains:

Section 1. Short Title

This Ordinance shall be known and may be cited as an amendment to Chapter 39, Zoning Ordinance, of the Code of the City of Troy.

Section 2. Amendment

Chapter 39 of the Code of the City of Troy is amended as follows:

Revise Section 5.06.E.3 to read as follows:

Height and mass. Building height and mass in the form of building step-backs, recess lines or other techniques shall be graduated so that structures with higher intensity uses are comparable in scale with adjacent structures of lower intensity uses.

- c. ~~Height and Mass. Building height and mass in the form of building step-backs, recess lines or other techniques shall be graduated so that structures with higher intensity uses are comparable in scale with adjacent structures of lower intensity uses.~~
 - i. Any building, or portion of a building, on a parcel abutting a one-family residentially zoned parcel shall not exceed 2.5-stories, 30 feet in height.
 - ii. Any building, or portion of a building, on a parcel that is not abutting a one-family residentially zoned parcel shall not exceed 3-stories, 38 feet in height.
- d. Setback and Greenbelt:
 - i. When a parcel is abutting a one-family residential zoned parcel the building setback from the property line of the one-family residential zoned parcel shall be no less than the height of the proposed building or twenty (20) feet, whichever is greater.
 - ii. When a parcel is abutting a one-family residential zoned parcel a minimum 20-foot landscaped greenbelt shall be maintained from the property line of the one-family residential zoned parcel. The greenbelt shall be landscaped and screened in accordance with 13.02.B.
 - iii. The Planning Commission may deviate from these setback and greenbelt provisions in the course of its site plan review process; however, the Planning Commission shall not permit a setback or greenbelt that is less than required in the building form or Section 13.02.B. In the review of the deviation, the Planning Commission shall consider the following standards:

- i. The deviation will not adversely impact public health, safety, and welfare.
- ii. The deviation maintains compatibility with adjacent uses.
- iii. The deviation is compatible with the Master Plan and in accordance with the goals and objectives of the Master Plan and any associated subarea and corridor plans.
- iv. The deviation will not adversely impact essential public facilities and services, such as: streets, pedestrian or bicycle facilities, police and fire protection, drainage systems, refuse disposal, water and sewage facilities, and schools.
- v. The deviation will be in compliance with all other zoning ordinance standards.
- vi. The deviation will not adversely impact any on-site or off-site natural features.

d e. ~~Orientation. Primary building facades shall be placed away from the~~ Buildings shall be oriented in such a way as to minimize the impact on abutting residential uses.

e f. Architectural Features. Similarly sized and patterned architectural features such as windows, doors, arcades, pilasters, cornices, wall offsets, building materials, and other building articulations included on the lower-intensity use shall be incorporated in the transitional features.

Section 3. 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 4. 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 5. Effective Date

This amendment to the Zoning Ordinance shall take effect seven (7) days after publication, which shall be published within 15 days of adoption, as required the Michigan Zoning Enabling Act (Act 110 of 2006).

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 _____, 2020.

Ethan Baker, Mayor

Aileen Dickson, City Clerk

EXHIBIT J

Notice of Termination; Third Amendment to Agreement of Sale

DENNIS M. GANNAN, PLLC

Professional Limited Liability Company

2265 Livernois Road, Suite 500

Troy, Michigan 48083

Telephone: 248.362.3870

Facsimile: 248.362.4154

gannanlaw@aol.com

November 3, 2020

***Via Overnight Mail and Email --
Sstafa3@gmail.com***

Mr. Sam Stafa
550 Stephenson Hwy.
Suite 440
Troy, Michigan 48083

Re: Notice of Termination of Purchase Agreement between Sam Stafa as Purchaser ("Purchaser") and Kamal H. Shouhayib and Choice Development Corporation (collectively, "Seller"), dated November 12, 2019 ("Original Agreement"), as amended by a First Amendment to Agreement of Sale dated March 6, 2020 ("First Amendment") and a Second Amendment to Agreement of Sale dated July 30, 2020 (the "Second Amendment") (the Original Agreement, as so amended is referred to as the "Agreement")

Dear Mr. Stafa:

I am writing to you as attorney and authorized representative of Seller. As you are aware, under the Second Amendment, Purchaser was unconditionally required to close the acquisition of the property described in the Agreement by September 30, 2020. Purchaser had the option of extending the Outside Closing Date (as defined in the Agreement) by notifying the Seller in writing, on or before September 26, 2020 of Purchaser's intention of extending the Outside Closing Date to November 8, 2020 and paying Seller an extension fee of \$10,000. Purchaser failed to exercise the option to extend the Outside Closing Date and failed to close on September 30, 2020. Accordingly, as a consequence of Purchaser's default, the Agreement is terminated and pursuant to the Agreement (a) all deposits made by Purchaser are unconditionally forfeited, (b) all of Purchaser's due diligence materials are the property of Seller and (c) Seller has the right to become the applicant under Purchaser's application for site plan approval with the City of Troy. Seller

Mr. Sam Stafa
November 3, 2020
Page Two

will notify the City of Troy that Purchaser no longer has rights in the subject property and to remove your application from the Planning Commission agenda. Please turnover all due diligence materials to Seller within five (5) days of the date hereof.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Dennis M. Gannan', is written over the word 'Sincerely,'.

Dennis M. Gannan

DMG/jd

cc: Henry Sandweiss, Esq. (via email – hsandweiss@yaho.com)

Mr. Kamal H. Shouhayib (via email – kshouhayib@aol.com)

Mr. Omar Shouhayib (via email – omarshouhayib@gmail.com)

THIRD AMENDMENT TO AGREEMENT OF SALE

THIS THIRD AMENDMENT TO AGREEMENT OF SALE ("Third Amendment") is entered into as of the 30th day of November, 2020 (the "Effective Date"), by and between SAM STAFSA, on behalf of an entity to be formed ("Purchaser"), and CHOICE DEVELOPMENT CORPORATION, a Michigan corporation, and KAMAL H. SHOUHAYIB, individually (collectively "Seller").

Recitals

A. On November 12, 2019, Purchaser and Seller entered into a Purchase Agreement (the "Original Agreement"), relating to the purchase and sale of real property located in the City of Troy, Michigan, as more particularly described in the Original Agreement (the "Property").

B. The Original Agreement required Purchaser to complete the sale on or before February 1, 2020 (the "Original Closing Date"). The First Amendment to Agreement of Sale dated March 6, 2020 ("First Amendment"), among other things, extended the closing to a date not later than May 20, 2020 (the "Outside Closing Date").

C. On July 30, 2020, Purchaser and Seller entered into a Second Amendment to Agreement of Purchase and Sale which among other things extended the Outside Closing Date to September 30, 2020, and provided for additional extensions upon Buyer's satisfaction of certain conditions. The conditions for additional extensions were not satisfied, and Seller issued a Notice of Termination of the Original Agreement, as amended. The Original Agreement, as modified by the First Amendment and Second Amendment is collectively referred to as the "Agreement".

D. Purchaser is engaged in an effort to obtain City Approval for Purchaser's Proposed Development. Purchaser has advised Seller that Purchaser's Proposed Development was rejected by a vote of the City of Troy Planning Commission on November 4, 2020. Purchaser believes that Purchaser's Proposed Development satisfied applicable Troy zoning requirement and should have been approved by the Planning Commission. Purchaser has requested an extension of the Outside Closing Date for the sole purpose of appealing the decision of the Planning Commission to the Troy Board of Zoning Appeals ("ZBA").

E. Seller is willing further to extend the Outside Closing Date, but only on the terms set forth in this Third Amendment.

F. Defined terms with initial capitalization used herein have the meanings assigned in the Agreement, except as modified by this Third Amendment.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. The Agreement is hereby reinstated and modified as stated in this Third Amendment. Simultaneously with the signing of this Third Amendment, Purchaser shall pay Seller Fifteen Thousand Dollars (\$15,000) as an Extension Fee. The Extension Fee shall not be refundable, except by reason of Seller's uncured material default, and shall not be applied against the purchase price.

2. Purchaser and Seller hereby agree that the Outside Closing Date shall be extended to the earlier of February 28, 2021, or ten (10) days after Purchaser obtains City Approval. Purchaser acknowledges and agrees that, except as provided in Paragraph 8 of this Third Amendment, Seller is under no obligation to extend the Outside Closing Date beyond February 28, 2021.

3. Purchaser acknowledges and agrees that all deposits heretofore paid by Purchaser have been irrevocably forfeited except by reason of Seller's uncured material default. Nevertheless, if closing occurs, the deposits shall be applied to the purchase price at closing. If the closing fails to occur on or before February 28, 2021 (except as a result of an uncured material default by Seller) and Outside Closing Date is not extended pursuant to Paragraph 8 hereof, Seller may by written notice to Purchaser, immediately terminate the Agreement, as amended. If Purchaser fails to close on or before the Outside Closing Date, as the same may be extended, then unencumbered marketable title to the Site Plan and all of Purchaser's due diligence materials including engineering studies, architectural drawings, surveys, environmental reports, wetlands, traffic and soils studies shall be deemed immediately and unconditionally assigned and sold to Seller and this Third Amendment shall be deemed an assignment and bill of sale as to such assigned and sold due diligence materials. Seller shall be added as a co-applicant with respect to obtaining City Approval for Purchaser's Proposed Development but unless the Agreement is terminated as a result of Purchaser's failure to close by the Outside Closing Date, as the same may be extended, Purchaser, at Purchaser's sole expense, shall be solely responsible for obtaining City Approval.

4. Purchaser acknowledges and agrees that (i) Seller has performed all of Seller's obligations under the Agreement through the date hereof, (ii) Purchaser has satisfied or waived any conditions precedent to Closing set forth in the Agreement including, without limitation, all title, survey, environmental and governmental approval matters, and (iii) the only condition to Purchaser's obligation to close is the passage of time. Seller's only remaining obligation shall be to convey the Property to Purchaser.

5. Purchaser and Seller acknowledge that the Covid-19 pandemic and the associated closings of business and government offices have imposed unexpected losses and risks upon the public generally. Purchaser and Seller agree that the First, Second and now this Third Amendment to the Original Agreement were intended to allocate such losses and risks between Purchaser and Seller in a fair and reasonable manner. Purchaser and Seller agree that such allocations were fair and reasonable. Purchaser commenced a lawsuit entitled Safet Stafa v. Choice Development Corporation, et al., Oakland County Circuit Court Case No. 2020-184539-CB (the "Lawsuit"), in which Purchaser sought equitable relief in the form of an extension of time to Close this transaction and other relief. Upon the signing of this Third Amendment by both parties, the Lawsuit will by stipulation be dismissed with prejudice and

without costs. If the Court permits, the stipulated dismissal order shall provide that the Court will retain jurisdiction to enforce the terms of this Third Amendment. Purchaser covenants that if Purchaser is unable or unwilling to Close this transaction by the Outside Closing Date in strict conformity with the Agreement as amended hereby for any reason (excepting an uncured material default by Seller in the performance of Seller's express obligations under the Agreement as amended hereby), Purchaser will not institute any lawsuit to compel the refund of Purchaser's deposits or to seek additional extensions of the Outside Closing Date. Purchaser agrees to indemnify, defend and hold Seller harmless from all loss and expense, including attorney fees which Seller may incur by reason of Purchaser's breach of the foregoing covenant.

6. All other terms, provisions and conditions of the Agreement, as amended by this Third Amendment, shall continue to remain in full force and effect. In the event of any conflict or inconsistency between the terms of the Agreement and this Third Amendment, the terms of this Third Amendment shall control.

7. Purchaser shall, at Purchaser's sole expense, exercise Purchaser's best efforts to obtain the ZBA's reversal of the Planning Commission rejection of Purchaser's Proposed Development ("ZBA Approval") as soon as possible; provided, however, that ZBA Approval is not a condition to Purchaser's obligations under the Agreement as modified hereby. Purchaser shall file an application for relief to the ZBA not later than December 11, 2020, and shall proceed diligently thereafter using Purchaser's best efforts to obtain a decision by the ZBA as quickly as practicable. Purchaser shall provide Seller with copies of all communications with the City of Troy (including a copy of Purchaser's application for ZBA Approval and a schedule for obtaining ZBA Approval. Notwithstanding anything contained herein to the contrary, if (a) the ZBA denies Purchaser's appeal or otherwise refuses to consider Purchaser's appeal ("ZBA Denial") or the ZBA approves Purchaser's Proposed Development ("ZBA Approval"), then the Outside Closing Date shall be the first business day which is ten (10) days from the ZBA Denial or ZBA Approval. The decision of the ZBA whether a ZBA Denial or a ZBA Approval is sometimes referred to herein as a "ZBA Decision".

8. Purchaser agrees that the Outside Closing Date is fair and reasonable and that Purchaser's obligation is to close and pay the purchase price in accordance with the Agreement, as amended, or permit termination notwithstanding whether the ZBA Decision is delayed by reason of no meetings being held, by reason of a tabling of Purchaser's application or by reason of any other delay. Purchaser's obligations are not subject to force majeure or any other event that might excuse performance. The foregoing is agreed to be fair and reasonable in light of the history of this transaction and represents a conscious allocation of risk between the parties.

9. As long as Purchaser is not in default under the Agreement as hereby amended, and no ZBA Decision has occurred, then Purchaser shall have the right to extend the Outside Closing Date as follows:

(a) If Purchaser delivers written notice to Seller, on or before February 28, 2021, of Purchaser's election to extend the Outside Closing Date and delivers an additional Extension Fee of Fifteen Thousand Dollars (\$15,000) to Seller (in immediately available funds),

then the Outside Closing Date shall be extended to the earlier of March 31, 2021, or ten (10) days after the date a ZBA Decision has occurred.

(b) If Purchaser has timely exercised Purchaser's option to extend to March 31, 2021, and if Purchaser delivers written notice to Seller, on or before March 31, 2021, of Purchaser's election to further extend the Outside Closing Date and delivers an additional Extension Fee of Fifteen Thousand Dollars (\$15,000) to Seller (in immediately available funds), then the Outside Closing Date shall be extended to the earlier of April 30, 2021, or ten (10) days after the date a ZBA Decision has occurred.

(c) Any Extension Fees shall be non-refundable, shall be paid directly to Seller by federal wire transfer and shall not be applicable against the purchase price. Seller shall be under no obligation to further extend the Outside Closing Date.

10. Purchaser shall not exercise any remedy for default by Seller unless Purchaser has first notified Seller of the claimed default in reasonable detail and Seller has not cured such default within ten (10) business days after receipt of such notice.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto execute this Third Amendment as of the Effective Date.

PURCHASER:

Sam Stafa, on behalf of an entity to
be formed

SELLER:

Choice Development Corporation, a
Michigan corporation

By: _____
Kamal H. Shouhayib, President

Kamal H. Shouhayib, Individually

EXHIBIT K

ZBA Application



CITY OF TROY | PLANNING DEPT. | 500 WEST BIG BEAVER | TROY, MI 48084 | 248-524-3364

Zoning Board of Appeals Application

planning@troymi.gov | Fee \$150.00

THE ZONING BOARD OF APPEALS MEETS THE **THIRD TUESDAY OF EACH MONTH AT 7:30 P.M. AT CITY HALL**. PLEASE FILE A COMPLETE DIGITAL APPLICATION AND FEE AT LEAST **29 DAYS BEFORE** THE MEETING DATE. PRE APPLICATION MEETING WITH PLANNING DEPARTMENT REQUIRED BEFORE FILING APPLICATION.

1. ADDRESS OF THE SUBJECT PROPERTY: 4115 Crooks Road, 4095 Crooks Road, and a sliver of land, plus or minus 10,000 square feet contiguous thereto

2. PROPERTY TAX IDENTIFICATION NUMBER(S): 2017476013, 2017476014, 2017476055

3. ZONING ORDINANCE SECTIONS RELATED TO THE REQUEST: Sections 5.06 and 8.06

4. HAVE THERE BEEN ANY PREVIOUS APPEALS INVOLVING THIS PROPERTY? If yes, provide date(s) and particulars: n/a

5. APPLICANT:

NAME Safet "Sam" Stafa

COMPANY Tollbrook North LLC

ADDRESS 550 Stephenson Hwy Suite 440

CITY Troy

STATE MI

ZIP 48083

PHONE 248-906-5400

E-MAIL arbanstafa@gmail.com

AFFILIATION TO THE PROPERTY OWNER: Purchase Agreement



CITY OF TROY | PLANNING DEPT. | 500 WEST BIG BEAVER | TROY, MI 48064 | 248-524-3364

Zoning Board of Appeals Application

6. PROPERTY OWNER:

NAME Kamal Shouhayib

COMPANY Choice Development

ADDRESS 2265 Livernois Suite 500

CITY Troy

STATE MI

ZIP 48083

TELEPHONE 248-362-4150

E-MAIL oshouhayib@choiceproperties.com

The undersigned hereby declares under penalty of perjury that the contents of this application are true to the best of my (our) knowledge, information and belief.

The applicant accepts all responsibility for all of the measurements and dimensions contained within this application, attachments and/or plans, and the applicant releases the City of Troy and its employees, officers, and consultants from any responsibility or liability with respect thereto.

I, Tollbrook North LLC (APPLICANT) HEREBY DEPOSE AND SAY THAT ALL THE ABOVE STATEMENTS CONTAINED IN THE INFORMATION SUBMITTED ARE TRUE AND CORRECT AND GIVE PERMISSION FOR THE BOARD MEMBERS AND CITY STAFF TO ENTER THE PROPERTY TO ASCERTAIN PRESENT CONDITIONS.

APPLICANT SIGNATURE

DATE 12/10/2020

PRINT NAME: Safet "Sam" Stafa, Tollbrook North LLC (Its Member)

PROPERTY OWNER SIGNATURE

DATE 12-11-2020

PRINT NAME: Choice Development - Kamal Shouhayib

Failure of the applicant or their authorized representative to appear before the Board as scheduled shall be cause for denial or dismissal of the case with no refund of fees. The applicant will be notified of the time and date of the hearing by mail. If the person appearing before the Board is not the applicant or property owner, signed permission must be presented to the Board.

Approved variances are good for a one year period.



Zoning Board of Appeals Application

STATEMENT OF PRACTICAL DIFFICULTY

In order for a variance to be granted, a practical difficulty, as determined by the Board, must be present. On a separate sheet, please clearly identify and explain the practical difficulty justifying the variance request. The practical difficulty must be clearly related to as many of the 5 standards below as possible:

- a) Exceptional characteristics of property for which the variance is sought make compliance with dimensional requirements substantially more difficult than would be the case for the great majority of properties in the same zoning district. Characteristics of property which shall be considered include exceptional narrowness, shallowness, smallness, irregular shape, topography, vegetation and other similar characteristics.
- b) The characteristics which make compliance with dimensional requirements difficult must be related to the premises for which the variance is sought, not some other location.
- c) The characteristics which make compliance with the dimensional requirements shall not be of a personal nature.
- d) The characteristics which make compliance with dimensional requirements difficult must not have been created by the current or a previous owner.
- e) The proposed variance will not be harmful or alter the essential character of the area in which the property is located, will not impair an adequate supply of light and air to adjacent property, or unreasonably increase the congestion in public streets, or increase the danger of fire or endanger the public safety, or unreasonably diminish or impair established property value within the surrounding area, or in any other respect impair the public health, safety, comfort, morals or welfare of the inhabitants of the City.



CITY OF TROY | PLANNING DEPT. | 500 WEST BIG BEAVER | TROY, MI 48064 | 248-524-3364

Zoning Board of Appeals Application

ZONING BOARD OF APPEALS APPLICATION CHECKLIST

Please provide the following in digital format. You may e-mail them to planning@troymi.gov or submit them on media such as a CD or jump drive:

- ✓ Completed application
- ✓ Statement of practical difficulty see page 3
- ✓ Plot plan or survey showing property lines, existing and proposed buildings, their dimensions and locations (height, length, width, as applicable)
- ✓ Setbacks from property lines
- ✓ Elevation drawings
- ✓ Photos as necessary to accurately describe the request, including existing and proposed property conditions
- ✓ Any other information that explains the request
- ✓ Incomplete applications cannot be accepted

EXHIBIT L

Minutes of ZBA Meeting of 01/19/2021

On January 19, 2021 at 7:31 p.m., via remote meeting using the GoTo Meeting platform, Chairman Clark called the Zoning Board of Appeals meeting to order.

1. ROLL CALL

Present:

Glenn Clark
Aaron Green
Mahendra Kenkre
David Eisenbacher
James McCauley
Michael Bossenbroek
Orestis Kaltsounis

Also Present:

Paul Evans, Zoning and Compliance Specialist
Allan Motzny, Assistant City Attorney
Jackie Ferencz, Administrative Assistant, Planning Department
Bob Laux, Information Technology
Julie DuFrane, Assistant City Attorney

2. REVISED PROCEDURE- read by Vice Chair Bossenbroek

3. MODIFICATION OF ZONING BOARD OF APPEALS RULES OF PROCEDURE

Moved by McCauley
Seconded by Green

RESOLVED, to approve resolution modifying Rules of Procedure to allow electronic meetings.

Yes: All

MOTION PASSED

4. APPROVAL OF MINUTES – December 15, 2020

Moved by Green
Seconded by Eisenbacher
RESOLVED, to approve the December 15, 2020 meeting minutes.

Yes: All

MOTION PASSED

5. APPROVAL OF AGENDA – No changes

6. HEARING OF CASES:

- A. VARIANCE REQUEST, 4928 PARK MANOR, NEETU SHARMA & AMBUJ MATHUR: A variance to allow a partially covered deck 10 feet from the rear property line where the development approval requires the deck to be no less than 25 feet from the rear property line.

Moved by Green
Second by McCauley

RESOLVED, to deny petitioner's request.

Yes: Green
Kenkre
Kaltsounis
Bossenbroek
McCauley
Clark

No: Eisenbacher

MOTION PASSED

Chair Clark called recess at 9:04pm
Meeting resumed at 9:10pm

- B. VARIANCE REQUEST, 4095-4115 CROOKS AND PROPERTY ADJACENT, SAFET "SAM" STAF: Tollbrook North, LLC ("Developer") appeals the November 10, 2020 decision of the City of Troy's Planning Commission ("PC") to deny the Preliminary Site Plan ("PSP") for its Crooks Road Townhomes project to the City's Zoning Board of Appeals ("ZBA"). The Developer requests that the ZBA reverse the PC's decision and grant PSP approval.

Moved by Eisenbacher
Second by Bossenbroek

RESOLVED: That the ZBA finds that the decision by the Planning commission was arbitrary and capricious and the ZBA modifies the Planning Commission resolution to set it aside and the ZBA sends this Site Plan back to the Planning Commission to provide a more thorough and detailed resolution.

Member McCauley CALLS THE QUESTION

Yes: Kenkre
Eisenbacher
McCauley
Green
Bossenbroek
Clark

No: Kaltsounis

Vote on proposed resolution

Yes: Eisenbacher
Clark
Bossenbroek

No: Kaltsounis
Green
McCauley
Kenkre

MOTION Fails

Moved by Green
Second by McCauley

RESOLVED That the ZBA affirm the Planning Commission's decision on this matter.

Member Bossenbroek CALLS THE QUESTION

Yes: Bossenbroek
Kenkre
McCauley
Kaltsounis

No: Clark
Eisenbacher
Green

Vote on proposed resolution

Yes: Green
Kenkre
McCauley
Kaltsounis

No: Bossenbroek
Eisenbacher
Clark

MOTION Passes

7. COMMUNICATIONS: None

8. MISCELLANEOUS BUSINESS: Mr. Evans advised the Board that staff is working on a future ZBA training.

9. PUBLIC COMMENT: None

10. ADJOURNMENT: The Zoning Board of Appeals meeting ADJOURNED at 11:42pm.

Respectfully submitted,



Glenn Clark, Chairman



Paul Evans, Zoning and Compliance Specialist

G:\ZONING BOARD OF APPEALS\Minutes\2021\Final\2021 01 19 ZBA Minutes FINAL.doc

This case has been designated as an eFiling case, for more information please visit
www.oakgov.com/efiling.

STATE OF MICHIGAN

OAKLAND COUNTY CIRCUIT COURT

SAFET "Sam" STAFA,
Plaintiff,

2021-189046-AW
JUDGE JEFFERY S. MATIS

V

THE CITY OF TROY,
Defendant.

EXHIBITS M THROUGH Q

**VERIFIED COMPLAINT FOR DECLARATORY RELIEF, WRIT OF
MANDAMUS AND EX PARTE MOTION TO SHOW CAUSE WHY SITE
PLAN APPROVAL SHOULD NOT BE GRANTED PURSUANT TO MCR
3.305(C)**

EXHIBIT M

Fourth Amendment to Agreement of Sale

FOURTH AMENDMENT TO AGREEMENT OF SALE

THIS FOURTH AMENDMENT TO AGREEMENT OF SALE ("Fourth Amendment") is entered into as of the 4th day of June, 2021 (the "Effective Date"), by and between SAM STAFSA ("Purchaser"), and CHOICE DEVELOPMENT CORPORATION, a Michigan corporation, and KAMAL E. SHOUBAYIB, individually (collectively "Seller").

Recitals

A. On November 12, 2019, Purchaser and Seller entered into a Purchase Agreement (the "Original Agreement"), relating to the purchase and sale of real property located in the City of Troy, Michigan, as more particularly described in the Original Agreement (the "Property").

B. The Original Agreement required Purchaser to complete the sale on or before February 1, 2020 (the "Original Closing Date"). The First Amendment to Agreement of Sale dated March 6, 2020 ("First Amendment"), among other things, extended the closing to a date not later than May 20, 2020 (the "Outside Closing Date").

C. On July 30, 2020, Purchaser and Seller entered into a Second Amendment to Agreement of Purchase and Sale which among other things extended the Outside Closing Date to September 30, 2020, and provided for additional extensions upon Buyer's satisfaction of certain conditions. The conditions for additional extensions were not satisfied, and Seller issued a Notice of Termination of the Original Agreement, as amended.

D. On November 20, 2020, Purchaser and Seller entered into a Third Amendment to Agreement of Purchase and Sale which among other things extended the Outside Closing Date to February 28, 2021. The Original Agreement, as modified by the First Amendment, Second Amendment and Third Amendment is collectively referred to as the "Agreement".

E. Purchaser is engaged in an effort to obtain approval from the City of Troy, Michigan (the "City"), for a 74-unit residential condominium project which is more particularly described in Purchaser's site plan which was rejected by the City of Troy Board of Zoning Appeals on January 19th, 2021 (the "Final Site Plan"). The condominium development described in the Final Site Plan is hereafter referred to as "Purchaser's Amended Development". Purchaser has requested an extension of the Outside Closing Date for the sole purpose of obtaining a writ of mandamus or other non-monetary judicial order or other judicial relief from the Oakland County Circuit Court (the "Court"), requiring the City to approve Purchaser's Proposed Amended Development ("Judicial Relief").

F. Purchaser represents to Seller that Purchaser has exhausted all administrative remedies and that Purchaser's only available remedy to develop the Property in accordance with Purchaser's Proposed Amended Development is to obtain Judicial Relief. Purchaser represents to Seller that Purchaser's Amended Development satisfies applicable City zoning requirements and should have been approved by the City. Seller is willing further to extend the Outside

Closing Date in order to allow Purchaser to obtain Judicial Relief, but only on the terms set forth in this Fourth Amendment.

G. Defined terms with initial capitalization used herein have the meanings assigned in the Agreement, except as modified by this Fourth Amendment.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. The Agreement, to the extent terminated by the terms of the Third Amendment, is hereby reinstated and modified as stated in this Fourth Amendment. Simultaneously with the signing of this Fourth Amendment, Purchaser shall pay Seller Twenty-Five Thousand Dollars (\$25,000) as an extension and reinstatement fee (the "New Extension Fee"). The New Extension Fee shall not be refundable, except by reason of Seller's uncured material default, but shall not be applied against the Purchase Price if a Closing occurs.

2. Purchaser and Seller hereby agree that the Outside Closing Date shall be extended to the earlier of (a) June 1, 2022, (b) twenty (20) days after Purchaser obtains Judicial Relief or (c) twenty (20) days following the occurrence of an Acceleration Event (as hereinafter described) (the "New Outside Closing Date"). Purchaser acknowledges and agrees that Seller is under no legal or equitable obligation to further extend the New Outside Closing Date.

3. Purchaser acknowledges and agrees that all deposits and extensions heretofore paid by Purchaser have been irrevocably forfeited. Nevertheless, if Closing occurs and as long as Purchaser is not in default under the Agreement as modified by this Fourth Amendment, Purchaser shall be entitled to a credit against the Purchase Price of \$175,000.00 in consideration of the deposits previously made and forfeited including the New Extension Fee. If the closing fails to occur on or before the New Outside Closing Date (except as a result of an uncured material default by Seller) or if Purchaser is in default under the Agreement, as hereby amended, Seller may by written notice to Purchaser, immediately terminate the Agreement, as amended. Purchaser acknowledges and agrees that pursuant to the Third Amendment, the Site Plan and all of Purchaser's due diligence materials including engineering studies, architectural drawings, surveys, environmental reports, wetlands, traffic and soils studies (collectively, the Due Diligence Materials") were unconditionally assigned and sold to Seller. Notwithstanding the foregoing, as long as Purchaser is not in default under the Agreement, as hereby amended, Purchaser shall have a license to use the Due Diligence Materials and if a Closing occurs, the Due Diligence Materials shall be deemed reassigned to Purchaser.

4. Purchaser acknowledges and agrees that (i) Seller has performed all of Seller's obligations under the Agreement through the date hereof, (ii) Purchaser has satisfied or waived any conditions precedent to Closing set forth in the Agreement including, without limitation, all title, survey, environmental and governmental approval matters, and (iii) the only

condition to Purchaser's obligation to close is the passage of time. Seller's only remaining obligation shall be to convey the Property to Purchaser at closing.

5. Purchaser covenants that if Purchaser is unable or unwilling to Close this transaction by the New Outside Closing Date in strict conformity with the Agreement as amended hereby for any reason (excepting an uncured material default by Seller in the performance of Seller's express obligations under the Agreement as amended hereby), Purchaser will not institute any lawsuit to compel the refund of Purchaser's deposits or to seek additional extensions of the New Outside Closing Date. Purchaser agrees to indemnify, defend and hold Seller harmless from all loss and expense, including attorneys' fees which Seller may incur by reason of Purchaser's breach of the foregoing covenant.

6. All other terms, provisions and conditions of the Agreement, as amended by this Fourth Amendment, shall continue to remain in full force and effect. In the event of any conflict or inconsistency between the terms of the Agreement and this Fourth Amendment, the terms of this Fourth Amendment shall control.

7. Purchaser shall, at Purchaser's sole expense, exercise Purchaser's best efforts to obtain Judicial Relief as soon as possible; provided, however, that Judicial Relief is not a condition to Purchaser's obligations under the Agreement as modified hereby. Purchaser shall file a complaint for Judicial Relief (the "Complaint"), within twenty-one (21) days of the Effective Date and shall proceed diligently thereafter using Purchaser's best efforts to obtain Judicial Relief as quickly as practicable. Purchaser shall provide Seller with a copy of the Complaint at least three (3) business days prior to filing with the Court. Purchaser shall immediately provide Seller with copies of all communications with the City relating to Purchaser's Proposed Amended Development and all pleadings and other filings with the Court. Purchaser shall also provide Seller with prior written notice of all Court hearings relating to the Complaint and Seller or its counsel shall be given an opportunity to attend such hearings. Notwithstanding anything contained herein to the contrary, if (a) the Court denies Judicial Relief in whole or substantial part or otherwise dismisses the Complaint or (b) Purchaser otherwise obtains approval from the City of Purchaser's Proposed Amended Development through non-judicial means ("City Approval") (each an "Acceleration Event"), then the Closing shall be the first business day which is twenty (20) days from the Acceleration Event but not later than the New Outside Closing Date.

8. Purchaser agrees that the New Outside Closing Date is fair and reasonable and that Purchaser's obligation is to close and pay the purchase price in accordance with the Agreement, as hereby amended, or permit termination notwithstanding of the Agreement whether Purchaser fails to obtain Judicial Relief or City Approval prior to the New Outside Closing Date is reasonable and has been specifically bargained for and agreed to by the parties. Purchaser's obligations are not subject to force majeure or any other event that might excuse performance. The foregoing is agreed to be fair and reasonable in light of the history of this transaction and represents a conscious allocation of risk between the parties.

9. If Purchaser obtains Judicial Relief or City Approval, then Purchaser and Seller shall close the purchase of the Property on or before the New Extended Closing

Date, then due to the unique circumstances involved in this transaction, Seller may in addition to any other right or remedy available to Seller under the Agreement or under law, seek specific performance of Purchaser's obligations under the Agreement as hereby amended and Purchaser shall be responsible for all costs of enforcing specific performance by Seller including reasonable attorneys' fees, expert witness fees and court costs. Purchaser has knowingly and willingly agreed to the remedy of specific performance after first having consulted with Purchaser's counsel.

10. Purchaser shall not assign this Agreement prior to Closing. Notwithstanding the foregoing, Purchaser may with the prior written consent of Seller, which consent shall not be unreasonably withheld, assign the Agreement as modified hereby, subject to the following conditions: (a) the assignee is a Michigan limited liability company, which at all times shall be majority owned and controlled by Sam Stafa; (b) Purchaser is not then in default under the Agreement, as hereby amended; (c) the assignment will not delay obtaining Judicial Relief or the Closing; and (d) at least 10 days prior to the date of such assignment, Purchaser shall provide Seller with the name of the members of the assignee entity. Notwithstanding the foregoing, any such assignment shall not relieve Purchaser, individually of his obligations under the Agreement as hereby amended.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto execute this Fourth Amendment as of the
Effective Date:

PURCHASER:

Sept 1984 "Sam"
Sam Stafa, individually

SELLER:

Choice Development Corporation, a
Michigan corporation

By:

[Signature]
Kamal H. Shouhayib, President

[Signature]
Kamal H. Shouhayib, Individually

EXHIBIT N

Minutes of PC Meeting of 04/28/2020

Chair Krent called the remotely-conducted Regular meeting of the Troy City Planning Commission to order at 7:00 p.m. on April 28, 2020. Chair Krent introduced the procedure to be followed for a remote meeting.

1. ROLL CALL

Present:

Ollie Apahidean
Karen Crusse
Carlton M. Faison
Michael W. Hutson
Tom Krent
David Lambert
Marianna Perakis
Sadek Rahman
John J. Tagle

Also Present:

R. Brent Savidant, Community Development Director
Ben Carlisle, Carlisle Wortman Associates
Julie Quinlan Dufrane, Assistant City Attorney
Jackie Ferencz, Planning Department Administrative Assistant
Kathy L. Czarnecki, Recording Secretary

2. SUSPENSION OF PLANNING COMMISSION BYLAWS

Resolution # PC-2020-04-016

Moved by: Krent

Support by: Lambert

WHEREAS, On March 16, 2020, the Troy City Council declared an emergency under Troy's City Charter and State Law, specifically the Emergency Management Act, MCL 30.401, (Resolution 2020-03-048) which allowed for, among other matters, the cancellation of meetings when necessary, and,

WHEREAS, On April 13, 2020, the Troy City Council extended its declared emergency under Troy's City Charter and State Law, specifically the Emergency Management Act, MCL 30.401, (Resolution 2020-04-055) which allowed for, among other matters, moving forward remotely and virtually with necessary meetings such as Planning Commission meetings, and,

WHEREAS, Governor Gretchen Whitmer issued Executive Order 2020-48 (EO 2020-48) on April 14, 2020 which temporarily suspends strict compliance with physical-place and physical-presence requirements of the Open Meetings Act in order to allow electronic meetings.

THEREFORE, BE IT RESOLVED, That as allowed by Planning Commission Rules of Procedure Article IV, Section 6, the Troy Planning Commission hereby **ALLOWS** all Troy Planning Commission Members to electronically participate in any Planning Commission meeting during the pendency of the declared State of Emergency. However, consistent with State of Michigan Executive Directive 2020-02 and Executive Order 2020-48, Planning Commission Members shall not use email, texting, instant messaging, or any other internet communication during the meeting.

RESOLVED, As allowed by Planning Commission By-laws and Rules of Procedure Article X, the Troy Planning Commission hereby **AMENDS** the By-laws and Rules of Procedure for the duration of the declared state of emergency to modify the Order of the Agenda, as set forth in Article V, Section 3, to consolidate the Public Comment sections of the meeting.

RESOLVED, As allowed by Planning Commission By-laws and Rules of Procedure Article X, the Troy Planning Commission hereby **AMENDS** the By-laws and Planning Commission Rules of Procedure for the duration of the declared emergency to provide for two methods of receiving Public Comment for virtual meetings. During this time, public comments can be submitted for the Planning Commission meeting by sending an email to: planning@troymi.gov. Emails received prior to 4:00 pm on the day of the Planning Commission meeting, will be read at the meeting and made part of the public record. Public comments can also be submitted by calling the following phone number and leaving a voicemail message: (248) 524-1305. Recorded voicemail messages received prior to 4:00 pm on the day of the Planning Commission meeting will be played at the meeting, in compliance with the Rules of Procedure. For emails and recorded messages received after the deadline, reasonable efforts will be made to read emails and play recorded messages during the meeting.

Yes: All present (9)

MOTION CARRIED

3. APPROVAL OF AGENDA

Resolution # PC-2020-04-017

Moved by: Tagle

Support by: Perakis

RESOLVED, To approve the Agenda as prepared.

Yes: All present (9)

MOTION CARRIED

4. APPROVAL OF MINUTES

Resolution # PC-2020-04-018

Moved by: Perakis

Support by: Lambert

RESOLVED, To approve the minutes of the February 25, 2020 Regular meeting as submitted.

Yes: Apahidean, Crusse, Hutson, Krent, Lambert, Perakis, Rahman, Tagle
Abstain: Faison

MOTION CARRIED

5. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA – For Items Submitted via Email or Telephone Message

Ms. Ferencz reported no email or telephone messages were received.

PRELIMINARY SITE PLAN APPROVALS

6. PRELIMINARY SITE PLAN REVIEW (File Number SP JPLN2019-0038) – Proposed Timbercrest Drive Extension, South of East Wattles, West of Dequindre (88-20-24-201-015), Zoned R-1C (One Family Residential) District

Mr. Carlisle reviewed the Preliminary Site Plan application for Timbercrest Drive Extension. He said the proposed request is permitted by right. Mr. Carlisle addressed the site layout, access of existing single family home and proposed two new homes, landscaping, floor plans and elevations. Mr. Carlisle said the application meets all requirements of the Zoning Ordinance and recommended the Planning Commission grant Preliminary Site Plan approval.

Carol Thurber of Nowak & Fraus Engineers was present to represent the property owner Bismack Designs.

There was discussion on:

- Existing house; to remain as-is.
- Potential future extension of Timbercrest; no plans to extend, property to the south not under petitioner ownership.
- Stormwater management; studies conducted, capacity to tie-in to existing detention basin.
- Elevations; typical representation of homes built by petitioner, review by Building Department.

Ms. Ferencz reported there were no comments on the application received by email or voicemail.

Resolution # PC-2020-04-019

Moved by: Faison

Support by: Rahman

RESOLVED, That Preliminary Site Condominium Approval, pursuant to Article 8 and Section 10.02 of the Zoning Ordinance, as requested for Timbercrest Drive Extension, 3 units/lots, South of East Wattles, West of Dequindre, Section 24, Currently Zoned R-1C (One Family Residential) District, be granted.

Yes: All present (9)

MOTION CARRIED

At 7:21 p.m., Chair Krent was remotely unconnected, at which time the meeting paused. Chair Krent remotely connected to the meeting at 7:24 p.m. Also at this time, it appeared Mr. Hutson was remotely connected audibly (intermittently) but not visibly.

7. PRELIMINARY SITE PLAN REVIEW (File Number SP JPLN2020-0004) – Proposed Square Lake Court Phase II, South of Square Lake, West of Dequindre (88-20-12-200-027), Zoned NN (Neighborhood Node “N”) District

Mr. Carlisle reviewed the Preliminary Site Plan application for Square Lake Court Phase II, noting that Phase I was considered and granted approval by the Planning Commission on January 14, 2020. He said the petitioner acquired the parcel to the south and is proposing 48 units. Mr. Carlisle said approval of Phase I was subject to a cross access easement to the south parcel. He noted the petitioner might combine both phases into one project which would terminate the need for a cross access easement and two homeowner associations.

Mr. Carlisle addressed site access one of which is shared with a retail site on Dequindre, rear-accessed garages, cluster of buildings, building height, floor plans and elevations. He identified site plan concerns relating to removal of two guest parking spaces, landscaping to break up long rows of guest parking and sidewalk connections.

Mr. Carlisle recommended that the Planning Commission grant Preliminary Site Plan approval with the conditions as identified in his report dated April 6, 2020.

Present were property owner Erion Nikolla and James Butler of Professional Engineering Associates (PEA).

Mr. Nikolla said if Phase 2 is granted approval, his intent is to merge both phases of the project dependent on construction target dates.

There was discussion on:

- Combining Phase 1 and Phase 2 as one project.
- Guest parking; number of spaces, landscaping to break up rows.
- Cross access easement; recorded agreement with retail for Phase 1. If phases are combined to one project, cross access easement is mute and no longer a Phase 1 requirement.

Ms. Ferencz reported there were no comments on the application received by email or voicemail.

Resolution # PC-2020-04-020

Moved by: Lambert

Support by: Faison

RESOLVED, That Preliminary Site Plan Approval, pursuant to Article 8 of the Zoning Ordinance, as requested for the proposed Square Lake Court Townhomes, 48 units, located South of Square Lake, West of Dequindre (PIN 88-20-12-200-025), Section 12, Zoned NN (Neighborhood Node "N"), be granted, subject to the following:

1. Remove the two (2) spaces that are termination of the access drive off Dequindre.
2. Provide necessary easement to Dequindre.
3. Increase all sidewalks to five (5) feet in width.
4. Provide continuous sidewalk around the perimeter of the site (connect the walk between Buildings H and J, Buildings K and L, and add a walk along easterly edge of site.
5. Add direction connection between Buildings J and K, G and F, D and E, and A and B to Square Lake.
6. Break up the two (2) long rows of parking with landscape peninsula and tree.

Yes: Apahidean, Crusse, Faison, Hutson, Krent, Lambert, Perakis, Rahman, Tagle

Note: Mr. Hutson remotely connected audibly but not visibly.

MOTION CARRIED

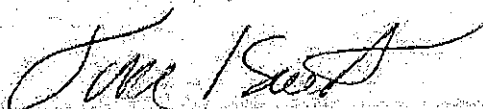
OTHER ITEMS

8. PLANNING COMMISSION COMMENT

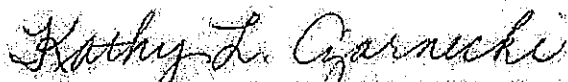
There were general Planning Commission comments. An all around thanks was given to the Information Technology and Cable departments for their technical assistance to conduct the remote meeting.

The remotely-conducted Regular meeting of the Planning Commission adjourned at 7:43 p.m.

Respectfully submitted,



Tom Krent, Chair



Kathy L. Czarniecki, Recording Secretary

EXHIBIT O

CWA Review dated 04/06/2020 – SLC Project



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

Date: April 6, 2020

Preliminary Site Plan Review For City of Troy, Michigan

Applicant: Eureka Builders

Project Name: Square Lake Court

Plan Date: February 6, 2020

Location: South side of E. Square Lake, west of Dequindre

Zoning: NN, Neighborhood Node

Action Requested: Preliminary Site Plan Approval

SITE DESCRIPTION

The subject site is located on the south side of E. Square Lake, west of Dequindre. The 3.0-acre site is Phase 2 of the recently approved Square Lake Court development. Phase 1 was approved on January 14 and included 14 units on 0.87 acres. The Planning Commission approval for Phase 1 included cross-access and guest parking. Phase 2 is immediately south of Phase 1 and incorporates those conditions of Phase 2.

Phase 2 includes a total of 48 units in 4 and 6-unit buildings, with the same architecture as approved as part of Phase 1. If approved, it is assumed that Phase 1 and Phase 2 will be combined into one project. Combining into one project will eliminate the need for cross-access easements and two separate homeowners' associations. Applicant should confirm if Phase 1 and Phase 2 will be combined into one project.

The property is zoned NN, Neighborhood Node residential and the proposed site condominium use is permitted by-right. The site will be accessed by one point on E. Square Lake, through Phase 1, and one point on Dequindre, through the existing shopping center. All forty-eight (48) units are served with parking in rear-accessed garages.



Size of Subject Property:

The parcel is 3.0 acres

Proposed Uses of Subject Parcel:

Forty-eight (48) attached townhomes

Current Use of Subject Property:

The subject property is currently unimproved and vacant.

Current Zoning:

The property is currently zoned NN, Neighborhood Node District

Surrounding Property Details:

Direction	Zoning	Use
North	NN, Neighborhood	Vacant
South	R1-C, Single-Family	Church
East	NN, Neighborhood Node	Neighborhood Commercial
West	R1-C, Single Family	Single Family Residential

NATURAL FEATURES

- Topography:** A topographic survey has been provided on sheet C-1.0 and shows that the site has a generally flat landscape.
- Wetlands:** There are no wetlands on site.
- Floodplain:** There are no floodplains onsite.
- Woodlands:** The applicant has identified a total of 20 woodland trees on the site, all of which will be removed.

Replacement Details		
Protected Tree	Inches Removed	Replacement Required
Landmark	0 inches	0 inches
Woodland	203 inches	102 inches
Preservation/Mitigation	Inches Preserved	Credit
Landmark	0 inches	0 inches
Woodland	0 inches	0 inches
Protected Replacement Required	102 Inches	
Preservation Credit	0 Inches	
Total	102 inches	
Total Tree Mitigation	102 inches = Forty-one 2.5 inch trees or thirty-four 3 inch trees.	

Items to be addressed: None.

BUILDING ARRANGEMENT

The site configuration consists of forty-eight (48) townhomes in eleven (11) building clusters. Building clusters include four (4) and six (6) units. All townhomes are served with garages. We find the proposed configuration suitable for the type and size of the development proposed.

Items to be addressed: None.

AREA, WIDTH, HEIGHT, SETBACKS

Table 5.03.B.3, Building Form C of Section 5.03, Standards Applicable to All Districts of the Zoning Ordinance establishes the dimensional requirements for the NN, Neighborhood Node District. The requirements and proposed dimensions are shown in the following table.

	Required	Provided	Compliance
Side (east)	N/A, building may be placed up to property line	16 feet	Complies
Rear (west)	30-foot minimum setback	35 feet	Complies
Rear (south)	30-foot minimum setback	35 feet	Complies
Building Height	Maximum 4 stories, 55 feet, Minimum 2 stories	3 stories, 34'-10"	Complies
Lot Coverage (Building)	30%	21%	Complies
Minimum Open Space	20%	37%	Complies
Parking Location	Cannot be located in front yard	Within garages	Complies

Items to be addressed: None.

PARKING

Section 13.06.G of the Zoning Ordinance requires:

	Required	Provided
Residential: 2 spaces per unit	48 Units = 96 spaces	96 garage spaces + 24 guest spaces = 120 spaces
Barrier Free	0	0
Bicycle Parking	0	0
Loading	0	0
Total	96 spaces	96 spaces within garages and 24 guest spaces

For Phase 2 the applicant is providing 2-car garages for a total of 96. In addition, the applicant is providing 24 guest spaces. Traffic Engineering has requested the applicant remove the two (2) spaces that are termination of the access drive off Dequindre. It is not desirable to have vehicles maneuvering into/out of parking spaces in this area.

For Phase 1 and Phase 2 there are a total of 38 guest spaces for the combined 54 units of Phase 1 and 2. Even with the loss of two (2) spaces, guest parking is sufficient.

Items to be Addressed: Remove the two (2) spaces that are termination of the access drive off Dequindre.

SITE ACCESS AND CIRCULATION

The site will be served with two access points. Point 1 is via a vehicular connection to Phase 1, which has a direct connection to E. Square Lake Road. A secondary point of access is through the existing stripmall on Dequindre. A cross-access easement will be required for access to Dequindre.

The fire department has reviewed the application and finds access and circulation sufficient. However, improved internal pedestrian circulation should be provided:

1. Sidewalks should be five (5) feet in width;
2. Provide continuous sidewalk around the perimeter of the site (connect the walk between Buildings H and J, Buildings K and L, and add a walk along easterly edge of site; and
3. Add direction connection between Buildings J and K, G and F, D, and E, and A and B to Square Lake.

Items to be addressed: 1). Provide necessary easement to Dequindre. 2. Sidewalks should be five (5) feet in width; 3). Provide continuous sidewalk around the perimeter of the site (connect the walk between Buildings H and J, Buildings K and L, and add a walk along easterly edge of site; and 4). Add direction connection between Buildings J and K, G and F, D, and E, and A and B to Square Lake.

LANDSCAPING

A landscaping plan has been provided on sheet L-1.0 and are supplemented by tree protection and planting details on sheet L-1.1. The following table discusses the development's compliance with the landscape requirements set forth in Section 13.02.

	Required:	Provided:	Compliance:
<u>Landscape buffering (east property line)</u>	1 large evergreen every 10 feet or 1 narrow evergreen every 3 feet. $330 / 10 = 33$ trees	33 evergreen screening trees	Complies
<u>Landscape buffering (south property line)</u>	Not Applicable	Existing Wall	Complies
<u>Landscape buffering (west property line)</u>	Not Applicable	Deciduous Trees	Complies
<u>Parking Lot Trees</u>	1 per 8 spaces = 38 spaces / 8 = 5 trees	5 trees but located on perimeter of parking spaces	Complies with Planning Commission approval.
<u>Site landscaping:</u> A minimum of twenty percent (20%) of the site area shall be comprised of landscape material. Up to twenty-five percent (25%) of the required	20%	30%	Complies

landscape area may be brick, stone, pavers, or other public plaza elements, but shall not include any parking area or required sidewalks.			
<u>Mitigation:</u>	Applicant is providing the required 34 replacement trees on site.		

Though the applicant complies with the number of parking lot trees, there are two (2) long rows with parking, one on Phase 1 and the other as part of Phase 2, that should be broken up with landscape peninsula and tree.

Transformer / Trash Enclosure:

The applicant has not indicated a central trash enclosure. It is assumed that each unit will have trash bins in the garage to be rolled out for trash pickup.

Items to be Addressed: Break up the two (2) long rows of parking with landscape peninsula and tree.

PHOTOMETRICS

A photometric plan has been provided. All photometrics and fixture meet ordinance requirements.

Items to be Addressed: None.

FLOOR PLAN AND ELEVATIONS

Floor plans and elevations have been provided. The primary material for the elevations are hardi board siding and a brick material.

The applicant has provided a bird eye view but they should provide additional 3D models to review the site in context. In addition, the applicant should bring a material samples to the meeting.

Items to be Addressed: 1). Provide additional 3D models to review the site in context; and 2). Bring physical material samples to the meeting.

DESIGN STANDARDS and SITE PLAN REVIEW STANDARDS

The Neighborhood Node design standards as well as Site Plan review standards provide the Planning Commission with direction when reviewing the proposed site plan and design features of this development.

Section 5.06.E. outlines Design Standards:

1. Building Orientation and Entrance
2. Ground Story Activation
3. Transitional Features
4. Site Access, Parking, and Loading

Please see Section 5.06.E for standard details.

We find that the design standards have been met. The applicant is providing a hardi board and brick product with architectural details on all elevations.

Section 8.06 outlines Site Plan Review Design Standards.

1. *Development shall ensure compatibility to existing commercial districts and provide a transition between land uses.*
2. *Development shall incorporate the recognized best architectural building design practices.*
3. *Enhance the character, environment and safety for pedestrians and motorists.*

Please see Section 8.06 for standard details

The applicant is providing a medium density multiple family residential project. As far as site layout, access, and circulation the site plan meets the site plan review standards.

RECOMMENDATION

Applicant should confirm if Phase 1 and Phase 2 will be combined into one project, and provide additional 3D models to review the site in context; and bring physical material samples to the meeting.

We recommend that the Planning Commission grant preliminary site plan approval with the following conditions:

1. *Remove the two (2) spaces that are termination of the access drive off Dequindre.*
2. *Provide necessary easement to Dequindre.*
3. *Increase all sidewalks to five (5) feet in width.*
4. *Provide continuous sidewalk around the perimeter of the site (connect the walk between Buildings H and J, Buildings K and L, and add a walk along easterly edge of site.*
5. *Add direction connection between Buildings J and K, G and F, D, and E, and A and B to Square Lake.*
6. *Break up the two (2) long rows of parking with landscape peninsula and tree.*
7. *Make any additional architecture changes based on Planning Commission input.*

Sincerely,



CARLISLE/WORTMAN ASSOC., INC.
Benjamin R. Carlisle, LEED AP, AICP

EXHIBIT P

**CWA Conditional Re-Zoning, Site Plan Review
of Long Lake Square dated 01/24/2019**



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

Date: November 29, 2018
January 24, 2019

**Conditional Rezoning, Site Plan Review
and Special Use Approval (Building Form)
For
City of Troy, Michigan**

Applicant:	Robertson Brothers
Project Name:	Long Lake Square
Location:	Southside of Long Lake Road, west of Livernois
Plan Date:	January 18, 2019
Current Zoning:	R1-B, One Family Residential
Requested Zoning:	NN, Neighborhood Node
Action Requested:	Conditional Rezoning, Preliminary Site Plan Approval, and Special Use (building form) Approval

BACKGROUND

The applicant is seeking a conditional rezoning, site plan approval, and special use (building form) approval to develop a twenty-seven (27) unit site condominium development. The 1.88-acre site is currently two (2) separate parcels, zoned R1-B. All units will be accessed off one curb cut on Long Lake Road.

This is the same site that was proposed for a self-storage facility and small retail building. The self-storage facility and small retail building was recommended for approval by the Planning Commission but was denied by the City Council.

The applicant is seeking the following approvals:

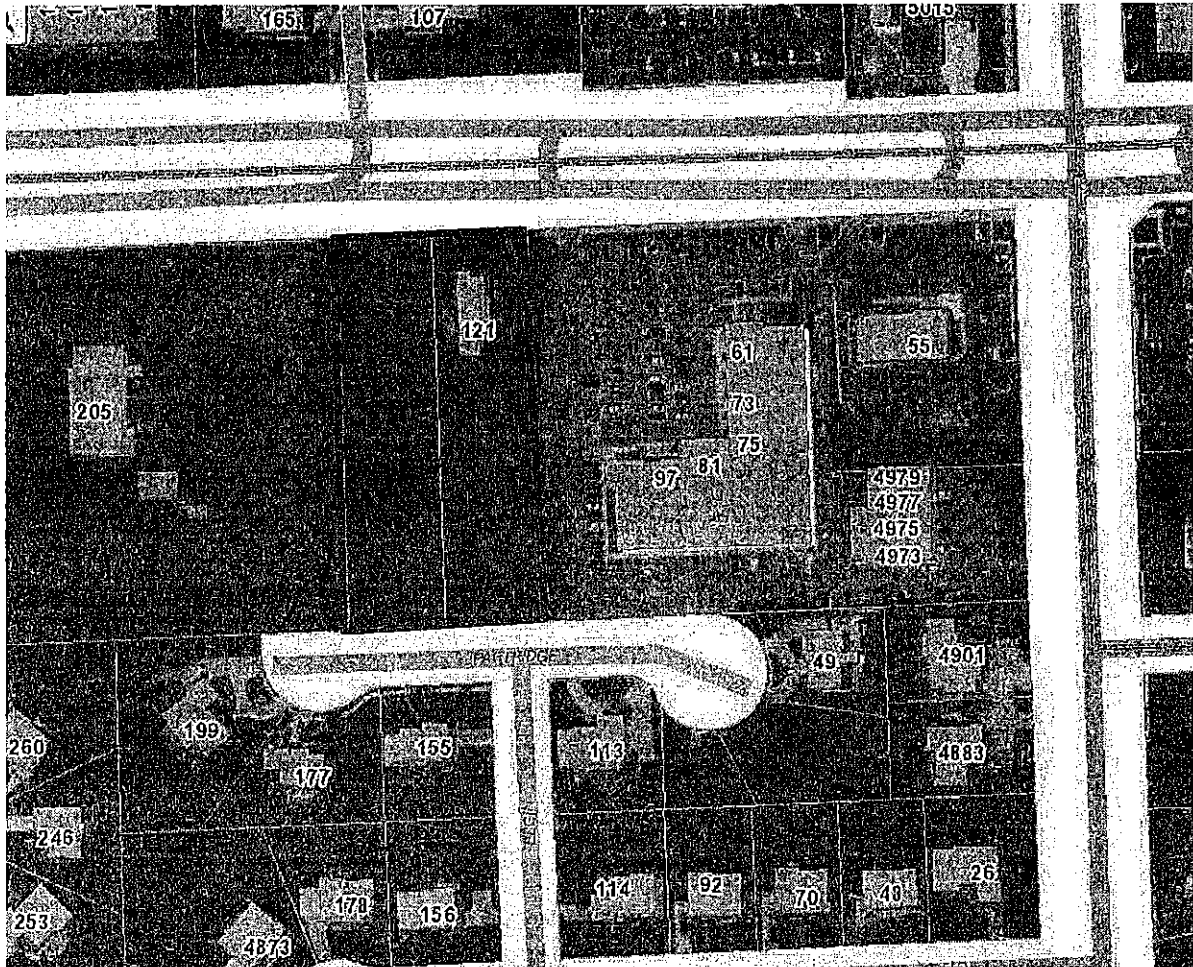
- Conditionally rezone the parcels to Node M, NN, Neighborhood node, Site Type A. A condition of approval is the site plan.

Long Lake Square
January 24, 2019

- Preliminary Site Plan
- Special Use for Building Form C. Building Form C, attached residential, requires a Special Use in this neighborhood node.

Location of Subject Property:

Southside of Long Lake Road, west of Livernois



Size of Subject Property:

The total development is 1.88 acres in area.

Current Use of Subject Property:

The subject site is currently improved with one (1) single-family home.

Current Zoning:

R1-B, One Family Residential

Surrounding Zoning and Uses:

A table summarizing zoning and uses of the adjacent properties is as follows:

Direction	Zoning	Use
North	RT One Family Attached	Medium Density Residential
South	R-1B	Single Family Residential
East	Neighborhood Node M	General Business
West	R-1B	Single Family Residential, Community Facilities

MASTER PLAN

The site is located within the area designated as Neighborhood Node in the Master Plan. Neighborhood Nodes are the concentrated commercial and mixed-use centers situated at major intersections of Troy thoroughfares that serve as the retail centers intended to serve the adjacent neighborhoods.

The Neighborhood Nodes are centered on major road intersections where commercial and office development occurs. The Neighborhood Nodes are destinations that draw people, and visually distinguished from the balance of corridor strips through greater density and scale. The nodes provide uses and spaces that attract and welcome neighborhood residents.

Nodes should be generally confined to a 1,000-foot radius from a major intersection. Variation in building height will often be used to separate the node from the surrounding area but will not be so extreme as to visually overpower abutting neighborhoods.

For Neighborhood Node M specifically: *M should remain, predominantly commercial, catering to local needs and regional traffic, new development and redevelopment should be mostly commercial and should serve to further enhance this successful commercial area. Opportunities for integrated residential or office development should be considered only when clearly secondary to commercial development.*

As noted, this is the same site that was proposed for a self-storage facility and small retail building. The self-storage facility and small retail building was recommended for approval by the Planning Commission but was denied by the City Council.

While the Master Plan for this specific node notes a desire for development and redevelopment as commercial, in public hearing discussions, a number of neighbors expressed that if developed, it should be developed as residential.

PREVIOUS PLANNING COMMISSION REVIEW

The item was last considered by the Planning Commission on December 11, 2018. Please see our November 29, 2018 memo to see a detailed review. At the Planning Commission meeting based on our review and public comments, the Planning Commission discussed:

- Height, density, site arrangement, architectural design.
- Compatibility with existing neighborhood.
- Transitional use as relates to Master Plan.
- Lack of site amenities.
- Snow removal.
- Connectivity between development and existing single family residential.

The item was postponed to allow the applicant to address identified issues, specifically proposed height, overall site arrangement, and lack of open space.

CHANGES SINCE LAST REVIEW

Since the last review, the applicant has made the following changes to the plan:

- Reduced the proposed number of units from 30 to 27
- Reconfigured site by shifting townhomes that were perpendicular to parallel to the western property line
- Removed driveway along the southern property line
- Increased rear yard building setback
- Preserved wetland and provide open space in southwest corner of site
- Added community gathering space
- Reduced proposed height to 30-feet
- Provided a complete tree survey
- Added two additional guest parking spaces

We find that the applicant's revised plans address the concerns raised in our previous review and Planning Commission comments including reducing height, reconfiguring site, and adding project open space and amenities.

PROPOSED DEVELOPMENT VS. BY-RIGHT

The applicant is seeking to rezone from R-1B, One Family Residential to NN, Neighborhood Node in order to develop a denser, more urban style of development.

The stated intent of the NN, Neighborhood Node is as follows:

SECTION 5.06 NEIGHBORHOOD NODE DISTRICT

The Neighborhood Nodes (NN) District is derived from the 2008 City of Troy Master Plan, which specifically identifies 21 specific intersections that play a critical role in the daily function, image, quality of life, and continued viability of the City. These nodes vary widely in character, but share common characteristics.

Neighborhood Nodes are meant to serve as the core of the "economic neighborhoods" of Troy identified in the Master Plan. Economic neighborhoods are destinations created as "go to" places that take on a social role, serving both as a place to meet basic needs of the community and as 21st century village centers, which can include integrated residential development.

The Neighborhood Nodes should draw people and should be visually distinguished from the surrounding area because of their greater intensity, density and design. Design techniques such as the variation of building height shall be encouraged by these regulations to help separate the Node from the surrounding area. Such variations, however, will respect the adjacent neighborhoods and will not be so extreme as to visually overpower transitional or residential areas.

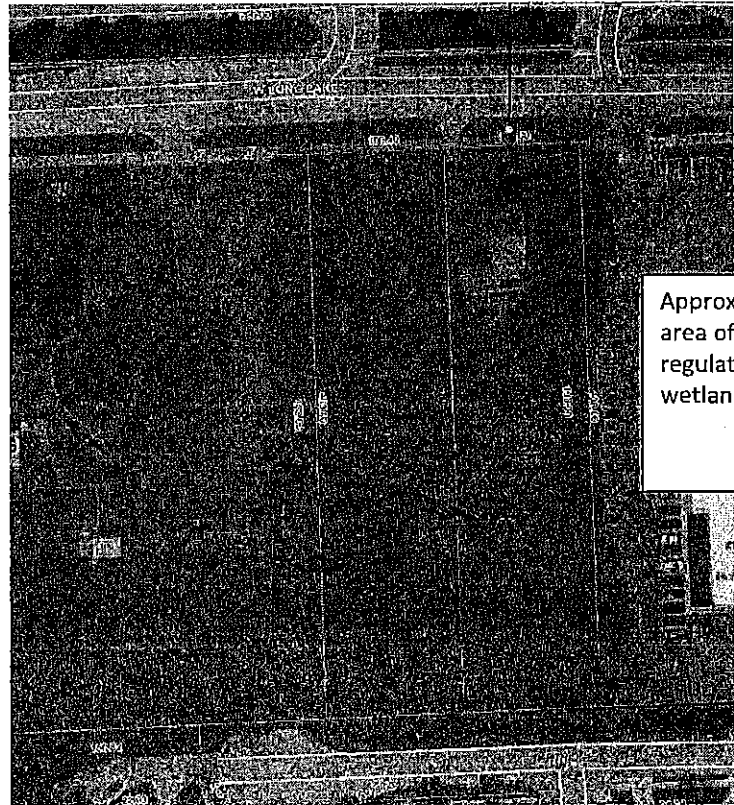
The table below outlines the development differences of the proposed plan versus what could be done by-right under the current zoning:

	By-Right R-1B Zoning	Proposed by applicant if rezoned to NN Zoning
Density	15,000 sq/ft per unit (2.9 units an acre).	1.88 acres / 27 units = 14.36 units an acre
Height	2.5 stories or 30 feet	2.5 stories, 30 feet
Setbacks	Front: 40 feet Sides: 10 feet Rear: 45 feet	Front: 30 feet Sides: 15 feet Rear: 45 feet

NATURAL FEATURES

Wetland

The site includes two non-regulated wetlands. Wetland A is approximately 10,000 sq/ft and Wetland B is approximately 1,000 sq/ft. the applicant proposes to preserve a significant portion of Wetland A. Wetland B will be removed. Much of Wetland A will be maintained.



Tree Mitigation

The site has significant tree cover. However, most of the trees are identified as invasive and non-regulated such as American Elm, Silver Maple, and Cottonwood. The applicant has identified a total of three (3) landmark trees and they propose to remove all three (3).

Replacement Details		
Protected Tree	Inches Removed	Replacement Required
Landmark	61 inches	61 inches
Woodland	41 inches	41 inches
Preservation/Mitigation	Inches Preserved	Credit
Landmark	0 inches	0 inches
Woodland	0 inches	0 inches
Protected Replacement Required	102 Inches	
Preservation Credit	0 Inches	
Total	102 inches	

Total Tree Mitigation	Requires 102 inches = 41 trees at 2.5-inch caliper

The required trees are provided on site.

Items to be Addressed: None

SITE ARRANGEMENT

The development is arranged to accommodate twenty-seven (27) attached residential units. As required the buildings are placed at the Long Lake build-to-line in order to create a unified streetwall and better screen the parking and circulation areas.

Items to be Addressed: None

AREA, WIDTH, HEIGHT, SETBACKS

Required and Provided Dimensions:

Table 5.03.B.3 establishes the requirements for Building Form C. The requirements and the proposed dimensions are as follows:

	<u>Required / Allowed:</u>	<u>Provided:</u>	<u>Compliance:</u>
Front build-to-line	10 feet	30 feet	Planning Commission may grant a setback up to 30-feet
Rear	30 feet	45 feet	Complies
Side	0-feet	15 feet	Complies
Maximum Height	4 stories, 55 feet	30 feet	Complies
Maximum Lot Area Covered by Buildings	30%	Unknown %	Complies

The development meets all Building Form C dimensional requirements.

Items to be Addressed: None

SITE ACCESS AND CIRCULATION

All units are accessed off a new private driveway off Long Lake Road. Vehicular circulation and access have been reviewed and approved by the Engineering Department and Fire Department. The applicant has added internal walks along the western side of the eastern most buildings.

Items to be Addressed: None

PARKING

Section 13.06.G of the Zoning Ordinance requires:

Residential	Required	Provided
2 Spaces per unit	2 spaces x 27 units= 54 spaces	27 spaces in 2 car garages and 14 guest spaces = 68 spaces

The applicant has provided the necessary parking.

Items to be Addressed: None

LANDSCAPING

Site condominium and subdivision landscaping are regulated by Section 13.02.F.2.

	Required	Provided	Compliance
Long Lake Screening	One evergreen tree for every 30 lineal feet. 200 feet = 7 trees	9 trees on Long Lake	Compliant
Partridge Drive screening	One evergreen tree for every 30 lineal feet. 200 feet = 7 trees	19 (4 existing and 15 new)	Complaint
Site landscaping:	15% = 12,283 sq/ft	26,000 sq/ft (33%)	Compliant

Transformer / Trash Enclosure:

The applicant has indicated that each unit will have trash bins in the garage and roll out for trash pickup.

Items to be Addressed: None

STORMWATER DETENTION

The applicant is proposing an unground stormwater detention within the parking lot.

Items to be Addressed: None.

ELEVATIONS

The applicant has submitted elevations, floor plans and color renderings. A list of exterior materials is included in the application.

The applicant has provided a site perspective from Long Lake to better visualize the proposed development in context of the surrounding areas.

Items to be Addressed: *Submit elevations*

TRAFFIC STUDY

The applicant has submitted a traffic study which was reviewed by the City's traffic consultant, OHM. IN their review OHM recommends approval of the rezoning traffic study.

OHM notes that *the traffic study shows that the proposed 30-unit multi-family development will generate slightly more traffic than would be expected if the site were to remain R-1B zoning. During the PM peak hour ("evening rush hour"), it is expected the conditional rezoning would result in an additional 14 trips compared to the existing zoning.*

Items to be addressed: *None*

PHOTOMETRICS

The applicant is proposing building lights. The fixtures and photometrics meet all ordinance requirements.

Items to be Addressed: *None*

DESIGN STANDARDS

The Neighborhood Node design standards provide the Planning Commission with direction when reviewing the proposed design features of this development:

Building Orientation and Entrance

- a. *Primary Entrance: The primary building entrance shall be clearly identifiable and useable and located in the front façade parallel to the street.*

The entrance is indefinable and useable form Long Lake Road

- b. *Recessed Doorways. Where the building entrance is located on or within five (5) feet of a lot line, doorways shall be recessed into the face of the building.*
- c. *Residential Dwellings. Entrances for all residential dwellings shall be clearly defined by at least one (1) of the following:*
 - i. *Projecting or recessed entrance. A recessed entrance is required if the building entrance is located on or within five (5) feet of the lot line.*
 - ii. *Stoop or enclosed or covered porch.*
 - iii. *Transom and/or side light window panels framing the door opening.*
 - iv. *Architectural trim or unique color treatments framing the door opening*

Residential entrances use a covered porch and architectural trim to identify the entrance.

Ground Story Activation

- a. *The first floor of any front façade facing a right-of-way shall be no less than fifty (50) percent windows and doors, and the minimum transparency for facades facing a side street, side yard, or parking area shall be no less than 30 percent of the façade. Transparency alternatives are permitted up to 80% of the 50% total along the front of buildings, and up to 100% of the sides of buildings. The minimum transparency requirement shall apply to all sides of a building that abut an open space, including a side yard, or public right-of-way. Transparency requirements shall not apply to sides which abut an alley.*

The applicant should provide the transparency calculation on the elevations.

Transitional Features

- a. *Transitional features are architectural elements, site features, or alterations to building massing that are used to provide a transition between higher intensity uses and low- or moderate-density residential areas. These features assist in mitigating potential conflicts between those uses. Transitional features are intended to be used in combination with landscape buffers or large setbacks.*

The applicant proposes to use a creative site layout, provision of open space and site amenities, landscaping, and architectural features on the building to serve as a transition between the single-family residential to the south and commercial to the east and Long Lake Road to the north.

Site Access and Parking

- a. *Required Parking. Off-street parking shall be provided in accordance with the standards set forth in Article 13, Site Design Standards.*

Location.

- I. *When parking is located in a side yard (behind the front building line) but fronts on the required building line, no more than fifty (50) percent of the total site's linear feet along the required building line or one hundred (100) feet, whichever is less, shall be occupied by parking.*
- II. *For a corner lot, shall be no more than fifty (50) percent of the site's cumulative linear feet along the required building lines or one hundred (100) feet, whichever is less, shall be occupied by parking. The building shall be located in the corner of the lot adjacent to the intersection.*
- III. *For a double frontage lot or a lot that has frontage on three (3) streets, the cumulative total of all frontages occupied by parking shall be no more than sixty-five (65) percent of the total site's linear feet along a required building line or one hundred and twenty-five (125) feet, whichever is less.*
- IV. *Where off-street parking is visible from a street, it should be screened in accordance with the standards set forth in Section 13.02.C.*

The applicant is providing the required parking.

STANDARDS

There are three sets of standards that the Planning Commission is to consider when reviewing the application: 1). Conditional Rezoning; 2). Special Use for Building-Form C; and 3). Form-Based District Design Standards.

Conditional Rezoning:

Conditional rezoning standards are set forth in Section 16.04.C.3:

- a. *The conditions, proposed development, and/or proposed use of the land are designed or proposed for public health, safety, and welfare purposes.*
- b. *The conditions, proposed development and/or proposed use are not in material conflict with the Master Plan, or, if there is material conflict with the Master Plan, such conflict is due to one of the following:*
 1. *A change in City policy since the Master Plan was adopted.*
 2. *A change in conditions since the Master Plan was adopted.*
 3. *An error in the Master Plan.*
- c. *The conditions, proposed development and/or proposed use are in accordance with all terms and provisions of the zoning district to which the land is to be rezoned, except as otherwise allowed in the Conditional Rezoning Agreement.*
- d. *Public services and facilities affected by a proposed development will be capable of accommodating service and facility loads caused by use of the development.*
- e. *The conditions, proposed development and/or proposed use shall insure compatibility with adjacent uses of land.*

Special Use:

Section 9.03 states that before approving any requests for Special Use Approval, the Planning Commission shall consider:

1. *Compatibility with Adjacent Uses. The Special Use shall be designed and constructed in a manner harmonious with the character of adjacent property and the surrounding area. In determining whether a Special Use will be harmonious and not create a significant detrimental impact, as compared to the impacts of permitted uses.*
2. *Compatibility with the Master Plan. The proposed Special Use shall be compatible and in accordance with the goals and objectives of the City of Troy Master Plan and any associated sub-area and corridor plans.*
3. *Traffic Impact. The proposed Special Use shall be located and designed in a manner which will minimize the impact of traffic, taking into consideration: pedestrian access and safety; vehicle trip generation (i.e. volumes); types of traffic, access location, and design, circulation and parking design; street and bridge capacity and, traffic operations at nearby intersections and access points. Efforts shall be made to ensure that multiple transportation modes are safely and effectively accommodated in an effort to provide alternate modes of access and alleviate vehicular traffic congestion.*

4. *Impact on Public Services. The proposed Special Use shall be adequately served by essential public facilities and services, such as: streets, pedestrian or bicycle facilities, police and fire protection, drainage systems, refuse disposal, water and sewage facilities, and schools. Such services shall be provided and accommodated without an unreasonable public burden.*
5. *Compliance with Zoning Ordinance Standards. The proposed Special Use shall be designed, constructed, operated and maintained to meet the stated intent of the zoning districts and shall comply with all applicable ordinance standards.*

We find that the application has meet the required standards for the following reasons:

1. The use of the site for residential is not contrary to the Master Plan and was an expressed use publicly by adjacent neighbors.
2. The applicant proposes to use a creative site layout, provision of open space and site amenities, landscaping, and architectural features on the building to serve as a transition between the single-family residential to the south and commercial to the east and Long Lake Road to the north.
3. The site can be served by public services.
4. The proposed condition of the site plan insures compatibility to adjacent uses of land and provides guarantee of the future use of the site.
5. The proposed development shall have minimum impacts on traffic.

SUMMARY OF FINDINGS

We find that the applicant's revised plans address the concerns raised in our previous review and Planning Commission comments including reducing height, reconfiguring site, and adding project open space and amenities. As such we find that the required standards have been met.

We recommend that the Planning Commission recommend rezoning, special use, and preliminary site plan approval.



CARLISLE/WORTMAN ASSOC., INC.

Benjamin R. Carlisle, LEED AP, AICP

EXHIBIT Q

Section 5.06 of the Zoning Ordinance

BACK

FORWARD

Article 5
Form-Based Districts

SECTION 5.06**NEIGHBORHOOD NODES DISTRICT**

- A. Intent. The Neighborhood Nodes (NN) District is derived from the 2008 City of Troy Master Plan, which specifically identifies 21 specific intersections that play a critical role in the daily function, image, quality of life, and continued viability of the City. These nodes vary widely in character, but share common characteristics.

Neighborhood Nodes are meant to serve as the core of the "economic neighborhoods" of Troy identified in the Master Plan. Economic neighborhoods are destinations created as "go to" places that take on a social role, serving both as a place to meet basic needs of the community and as 21st century village centers, which can include integrated residential development.

The Neighborhood Nodes should draw people, and should be visually distinguished from the surrounding area because of their greater intensity, density and design. Design techniques such as the variation of building height shall be encouraged by these regulations to help separate the Node from the surrounding area. Such variations, however, will respect the adjacent neighborhoods and will not be so extreme as to visually overpower transitional or residential areas.

The success of the Neighborhood Nodes will play a critical role in the protection and cultivation of a high quality of life in Troy.

B. Regulating Plan.

1. The regulating plan, as set forth in Figure 5.06.1, identifies allowable uses and permissible development within the District based on location.
2. The regulating plan is based on two (2) factors: Site Type and Street Type. Site Types, as described in Section 5.06.B.3, are determined by lot size, location, and relationship to neighboring sites. Street Types, as set forth in Section 5.06.B.4, recognize that street patterns within the City of Troy are established. Streets range from primary corridors which carry a large volume of traffic to local streets which convey lower volumes of neighborhood traffic.
3. Site Types. The regulating plan includes two (2) different site types, described as follows:
 - a. Site Type NN:A (high intensity, predominantly commercial, regionally visible) – These sites are predominantly located directly on major arterial roads, have larger acreage than their Site Type NN:B counterparts, and have established driveways, cross access, and larger square footage existing buildings with commercial uses. The NN:A category is meant to accommodate the most ambitious redevelopment within the Nodes, as they typically have the prime

location and the size to allow for the most creative solutions for mixed use and node-specific development as outlined in the Master Plan.

While the established and intended character of each Node is distinct, the NN:A sites remain more similar to one another than do the NN:B sites, which are far more diverse in terms of use, acreage, and existing buildings. While the NN:B sites are intended primarily to provide a transition between the Node and the adjacent residential areas, the NN:A sites are intended to house the destination retail, service, and employment uses that are central to the economic neighborhoods outlined by the Master Plan. These NN:A sites may also often incorporate higher-density residential development on upper floors when possible, to incubate a compact, walkable environment at the Node and to diversity the City's housing base.

- b. Site Type NN:B (transitional smaller scale, employment based, mixed use)
– Site Type NN:B consolidates the smaller, diverse sites at and around Nodes throughout the City. They are located both in support of NN:A sites as transitional areas between more intense Nodes and the adjacent neighborhoods, and on their own, covering an entire Node, for those Nodes identified in the Master Plan as less intense, smaller scale Nodes with a direct connection to a residential area.

While not always present between NN:A sites and residential neighborhoods, when possible or preferable based on the parcel arrangement and existing circumstances, the NN:B category allows the Node to develop in a tiered manner, with more intense developments and uses permitted within the core of the Node, and less intense projects providing a buffer for the residential area.

NN:B sites may contain a variety of uses, including residential at grade, in a higher-density arrangement, but may also include small scale retail and service or office uses. A strong focus on transitional landscaping and a suitable connection to the neighboring residential areas is of critical concern for the NN:B sites, as they will often serve as the primary zone through which residents in a social neighborhood, as identified in the Master Plan, engage the Node, which serves as the core of the economic neighborhood.

4. Street Types. The regulating plan includes two (2) different Street Types, described as follows:

- a. Street Type NN:A (Arterials) – Category NN:A is meant for the main north-south and east-west roads that intersect at each of the twenty-one (21) neighborhood nodes. These roads are characterized by high traffic volumes and few individual residential curb cuts. They accommodate the majority of the regional traffic through Troy, connect Troy with its adjacent communities, and serve as the primary framework for circulating throughout the City.

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The intersections of these arterial roads present opportunities to cultivate highly visible, highly used areas that connect the various elements of the City, and bridge the gap between the residential portions of Troy with the major corridors, commercial areas, employment centers, and adjacent communities of Troy.

These roads will evolve over time to form "complete streets" which continue to accommodate regional traffic, but also cater to the emerging neighborhood nodes at their intersections. These roads and intersections will have well-defined crosswalks, and will make use of a series of features intended to protect pedestrians by establishing equity between pedestrians and motorists through effective design. Raised walks of high-quality materials, signage, landscaping, and pedestrian respite islands are several options that may be found within Category NN:A.

Arterial Roads will also be characterized by strong landscaping designed to mitigate the negative impacts of high traffic volumes from adjacent residential areas which provide a unique and memorable visual character for the roadway.

- b. Street Type NN:B (Local/Collector) – Category NN:B roads are those roads tying together smaller areas and connecting various parts of individual developments within the Nodes. Either as public or private streets, NN:B streets will have a more varied and localized character than larger roads, depending on their context within predominantly office, retail, or residential areas.

They act as the connection between the Node and adjacent neighborhoods. Very few examples of streets identified as NN:B streets exist in Troy, but they can also be developed as part of a larger project in the NN District, which may require new streets to be created to adequately and successfully implement the project. It is likely that any new road in the NN District will be a Category NN:B road.

Category NN:B roads will be very welcoming of non-motorized users and will have defined pedestrian rest areas and other amenities whenever possible. Their scale will be similar to that of a main road within a conventional subdivision or industrial park, and their width will be determined primarily on their purpose. A Category NN:B road within an industrial area may be required to be wider than one in a residential area, although their purpose is similar.

Category NN:B roads will have a much higher frequency of curb cuts than Category NN:A roads, and will often provide direct rear or side yard access to retail centers, office complexes, or high density residential projects.

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Sufficient width should be retained on either side of the roadway whenever possible to allow for on-street parking to ensure that a variety of local parking options exist to directly serve the Nodes without requiring significant surface lots on private property.

C. Authorized Use Groups. Authorized use groups, as set forth in Section 5.03.A and in Table 5.06.C-1, are applied to the site types and street types in Neighborhood Nodes District in Table 5.06.C-1.

D. Authorized Building Forms. Authorized building forms, as set forth in Section 5.03.B and Table 5.06.C-2, is applied to the site types and street types in the Neighborhood Nodes District in Table 5.06.C-2.

E. Design Standards. In addition to standards set forth in this Ordinance, all proposed development shall comply with the standards set forth herein.

1. Building Orientation and Entrance.

- a. Primary Entrance. The primary building entrance shall be clearly identifiable and useable and located in the front façade parallel to the street.
- b. Recessed Doorways. Where the building entrance is located on or within five (5) feet of a lot line, doorways shall be recessed into the face of the building to provide a sense of entrance and to add variety to the streetscape. The entrance recess shall not be less than the width of the door(s) when opened outward.
- c. Residential Dwellings. Entrances for all residential dwellings shall be clearly defined by at least one (1) of the following:
 - i. Projecting or recessed entrance. A recessed entrance is required if the building entrance is located on or within five (5) feet of the lot line.
 - ii. Stoop or enclosed or covered porch.
 - iii. Transom and/or side light window panels framing the door opening.
 - iv. Architectural trim or unique color treatments framing the door opening.

2. Ground Story Activation.

a. Transparency.

- i. The first floors of all buildings shall be designed to encourage and complement pedestrian-scale activity and crime prevention techniques. It is intended that this be accomplished principally by the use of windows

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and doors arranged so that active uses within the building are visible from or accessible to the street, and parking areas are visible to occupants of the building. The first floor of any front façade facing a right-of-way shall be no less than fifty (50) percent windows and doors, and the minimum transparency for facades facing a side street, side yard, or parking area shall be no less than 30 percent of the façade. The Planning Commission may waive this requirement for projects requiring site plan approval when an existing building with unique or historic attributes that help define the character of the node, as determined by the Planning Commission, is being reused.

- ii. The minimum transparency requirement shall apply to all sides of a building that abut an open space, including a side yard, or public right-of-way. Transparency requirements shall not apply to sides which abut an alley.
 - iii. Windows for building sides shall be concentrated toward the front edge of the building, in locations most visible from an urban open space or public right-of-way.
- b. Transparency Alternatives. The following alternatives may be used singularly or in combination. If used in combination, they may count toward no more than eighty (80) percent of the transparency requirement set forth in Section 5.04 E-4. The wall design alternative may count toward one hundred (100) percent of the side street transparency requirement, provided the entirety of the length and height of the wall is considered.
- i. Wall Design. Wall designs that provide visual interest and pedestrian scale may count toward no more than fifty (50) percent of primary street and fifty (50) percent of side street transparency requirements. Wall designs must provide a minimum of three (3) of the following elements, occurring at intervals no greater than twenty-five (25) feet horizontally and ten (10) feet vertically:
 - (a) Expression of structural system and infill panels through change in plane not less than three (3) inches.
 - (b) System of horizontal and vertical scaling elements such as: belt course, string courses, cornice, pilasters.
 - (c) System of horizontal and vertical reveals not less than one (1) inch in width/depth.
 - (d) Variations in material module, pattern, and/or color.
 - (e) System of integrated architectural ornamentation.

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(f) Green screen or planter walls.

(g) Translucent, fritted, patterned, or colored glazing.

- ii. Outdoor Dining/Seating. Outdoor dining/seating located between the building and the primary street zone lot line may count toward no more than sixty (60) percent of the transparency requirement. Outdoor dining/seating located between the building and side street zone lot line may count toward no more than eighty (80) percent of the transparency requirement.
- iii. Permanent Art. Non-commercial art or graphic design of sufficient scale and orientation to be perceived from the public right-of-way and rendered in materials or media appropriate to an exterior, urban environment and permanently integrated into the building wall may count toward no more than forty (40) percent of the transparency requirement.

3. Transitional Features.

- a. Transitional features are architectural elements, site features, or alterations to building massing that are used to provide a transition between higher intensity uses and low- or moderate-density residential areas. These features assist in mitigating potential conflicts between those uses. Transitional features are intended to be used in combination with landscape buffers or large setbacks.
- b. Intensity. A continuum of use intensity, where moderate intensity uses are sited between high-intensity uses and low-intensity uses, shall be developed for multi-building developments. An example would be an office use between commercial and residential uses.
- c. Height and Mass. Building height and mass in the form of building step-backs, recess lines or other techniques shall be graduated so that structures with higher intensity uses are comparable in scale with adjacent structures of lower-intensity uses.
- d. Orientation. Primary building facades shall be placed away from the residential use.
- e. Architectural Features. Similarly sized and patterned architectural features such as windows, doors, arcades, pilasters, cornices, wall offsets, building materials, and other building articulations included on the lower-intensity use shall be incorporated in the transitional features.

4. Site Access, Parking, and Loading.

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- a. Required Parking. Off-street parking shall be provided for a principal use, erected, altered, or expanded after the effective date of this Ordinance in accordance with the standards set forth in Article 13, Site Design Standards.

The form-based districts are intended to encourage pedestrian- and transit-friendly design and compact mixed-use developments. Applicants are encouraged to consider the provisions for shared parking set forth in Section 13.06.E, and flexibility in application set forth in Section 13.06.F.

- b. Location.

- i. When parking is located in a side yard (behind the front building line) but fronts on the required building line, no more than fifty (50) percent of the total site's linear feet along the required building line or one hundred (100) feet, whichever is less, shall be occupied by parking.
- ii. For a corner lot, shall be no more than fifty (50) percent of the site's cumulative linear feet along the required building lines or one hundred (100) feet, whichever is less, shall be occupied by parking. The building shall be located in the corner of the lot adjacent to the intersection.
- iii. For a double frontage lot or a lot that has frontage on three (3) streets, the cumulative total of all frontages occupied by parking shall be no more than sixty-five (65) percent of the total site's linear feet along a required building line or one hundred and twenty-five (125) feet, whichever is less.
- iv. Where off-street parking is visible from a street, it should be screened in accordance with the standards set forth in Section 13.02.C.

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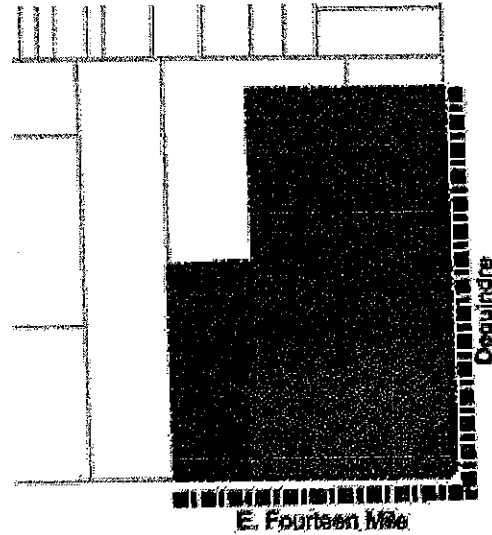
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Map 5.06.1: Neighborhood Node District Regulating Plan

Legend



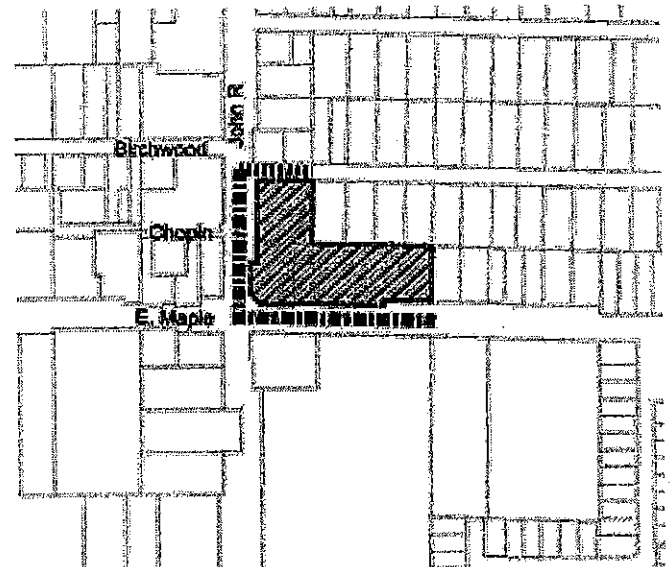
Node A



Node B

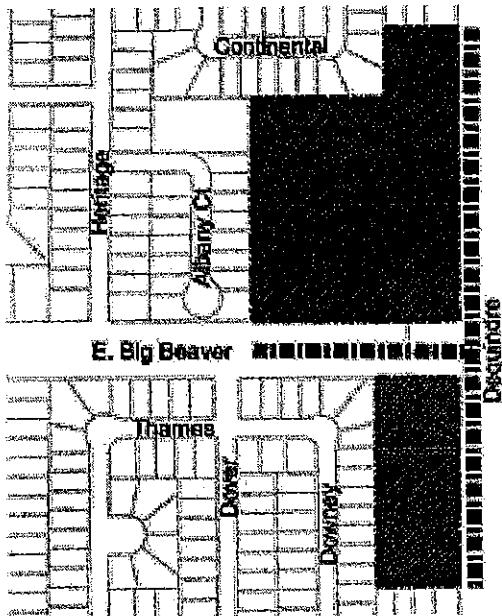


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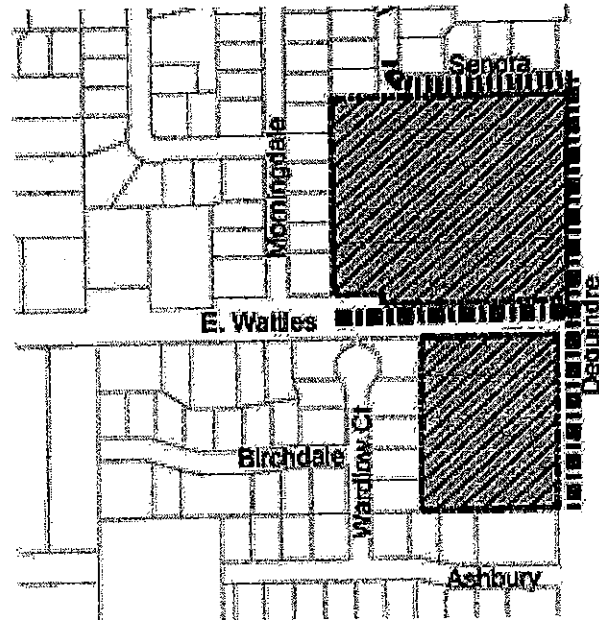


Map 5.06.1: Neighborhood Node District Regulating Plan (Continued)

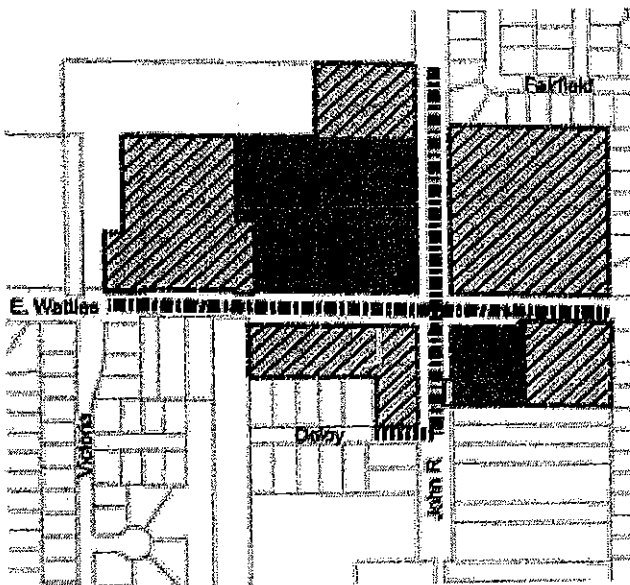
Node D



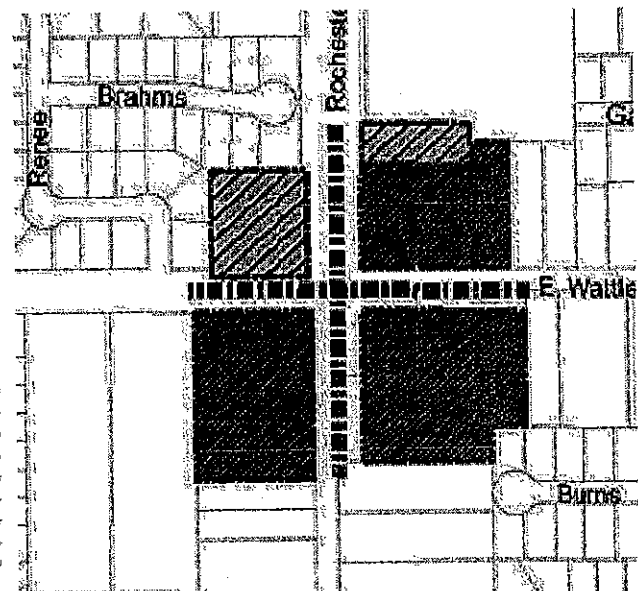
Node E



Node F

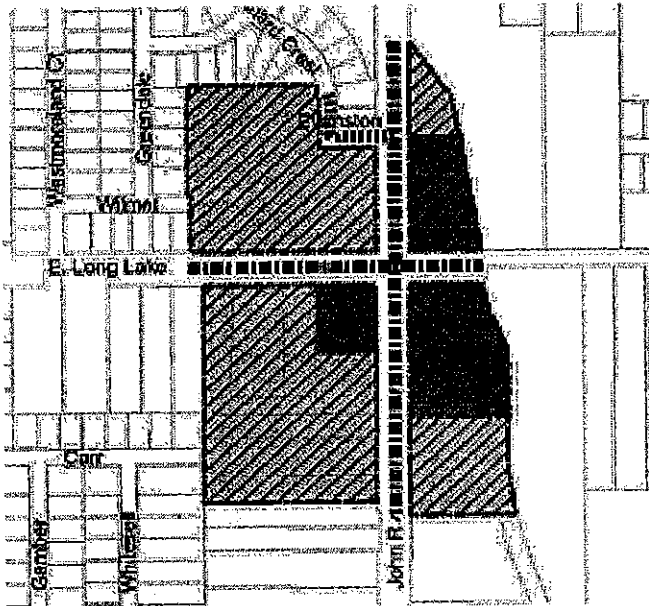


Node G

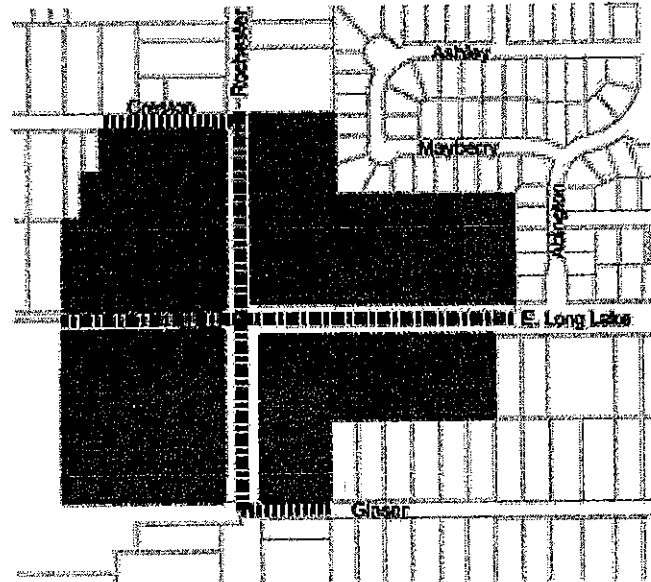


Map 5.06.1: Neighborhood Node District Regulating Plan (Continued)

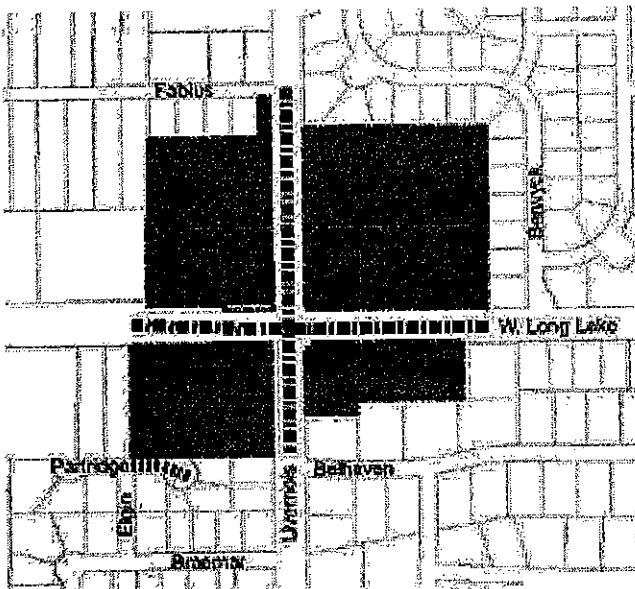
Node K



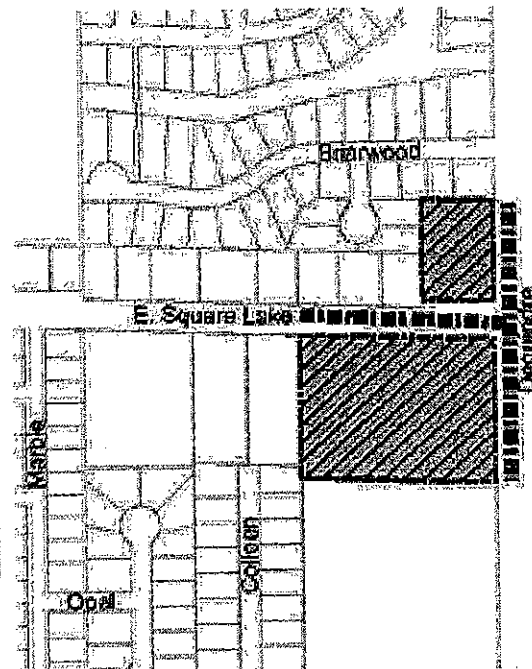
Node L



Node M



Node N

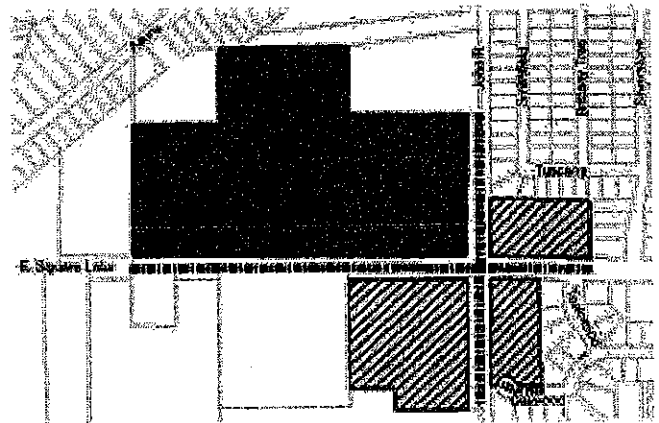


Map 5.06.1: Neighborhood Node District Regulating Plan (Continued)

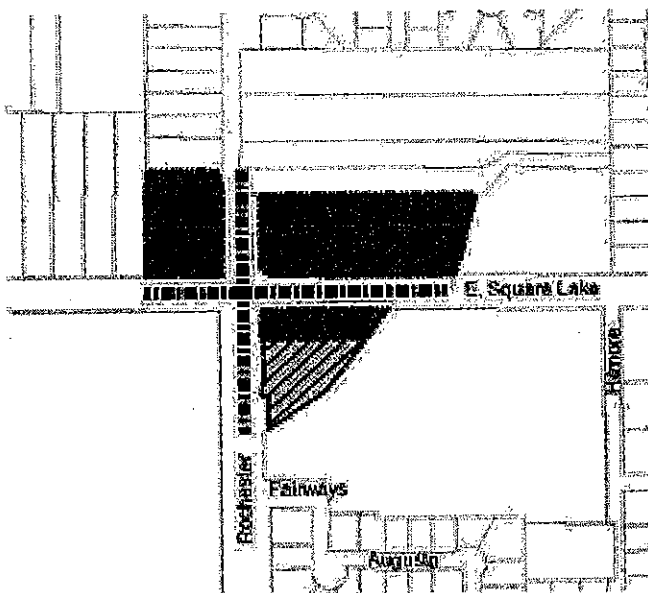
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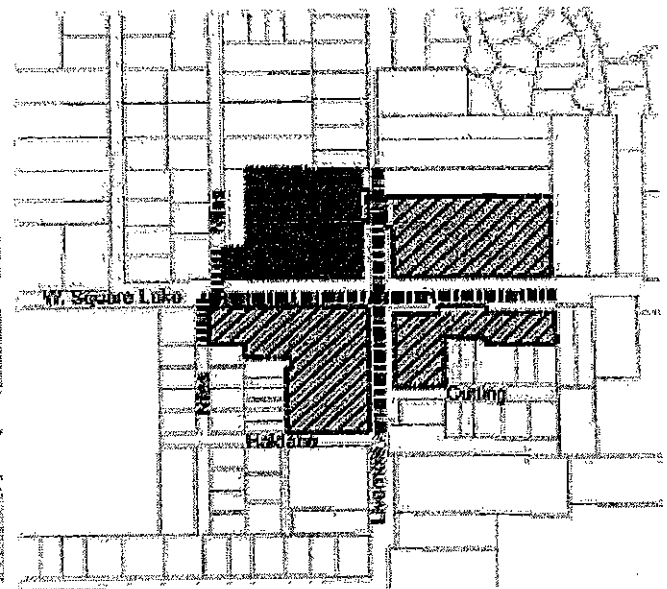
Node O



Node P



Node Q

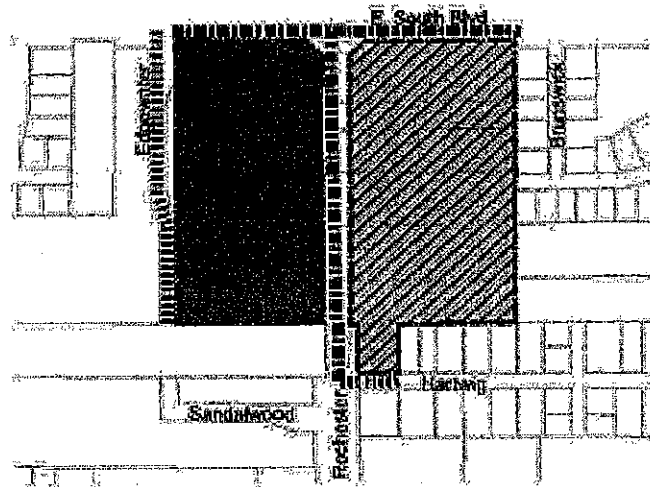


Map 5.06.1: Neighborhood Node District Regulating Plan (Continued)

Node R



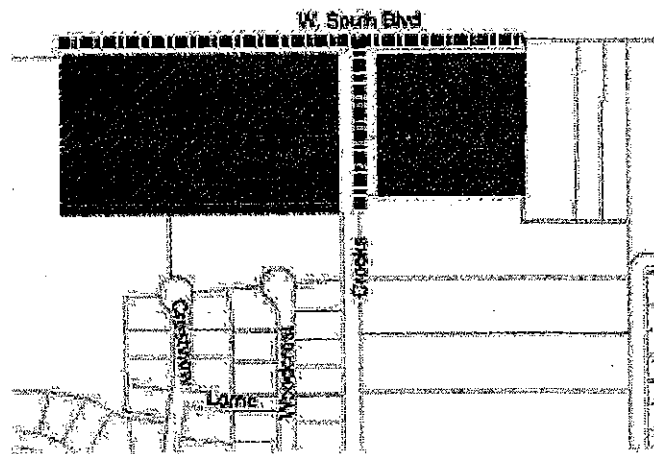
Node S



Node T



Node U



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Article 5 Form-Based Districts

	Form-Based District 1	Form-Based District 2	Form-Based District 3	Form-Based District 4
1 Residential	NP	NP	NP	NP
2* Residential/Lodging	P ¹	P ¹	P	P
3 Office/Institution	P	P	P	P
4 Auto/Transportation	S	S	NP	NP
5 Retail/Entertainment/ Service	P	P	P	P
6 Misc. Commercial	S	S	NP	NP
7 Industrial	NP	NP	NP	NP

¹ Permitted on upper floors only.

P - Permitted Use Groups
S - Special Use Approval Groups
NP - Prohibited Use Groups
* Lodging uses are permitted subject to Special Use Approval

	Form-Based District 1	Form-Based District 2	Form-Based District 3	Form-Based District 4
A: Small, single-purpose, out buildings	P	P	P	P
B: Small, multi-tenant commercial with mixed use	P	P	P	P
C: Attached residential or live/work	S	S	P	P
D: Multi-story mixed use, medium density	P	P	S	S
E: Large format com- mercial	P	S	NP	NP
F: Large format mixed- use	P	S	NP	NP

P - Permitted Building Form
S - Special Approval Building Form
NP - Prohibited Building Form



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M-02a

CITY COUNCIL AGENDA ITEM

Date: July 19, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Brian Goul, Recreation Director

Subject: Troy Racquet Club Annual Report

The Troy Racquet Club has a contract with the City to lease the space located at 3400 Civic Center Drive from the City. The contract requires monthly payments, and the Troy Racquet Club pays for all maintenance, improvements, and infrastructure.

The Troy Racquet Club is an indoor tennis facility with 8 courts, it has been in operation for over 40 years. Air structures are erected over the City of Troy outdoor tennis courts every September, giving Club members an indoor winter retreat until the bubbles come down in May. It is a first-class club featuring great lighting and background, locker rooms with showers & towels, a lounge with TV and fireplace, child care, ice & vending machines, and a filtered water bottle filler. In 2018 the courts were completely re-surfaced, and new air structures.

Attached is the Troy Racquet Club Annual Report as required by the contract.

Troy Racquet Club

June 24, 2021

Overview

Even with difficulties and closures due to the COVID pandemic, Troy Racquet Club “TRC” had a successful 2020. We quickly developed and implemented a comprehensive safety protocol following CDC and State guidelines. To comply with State of Michigan Orders, TRC officially closed from March 16 through May 31, 2020. We elected to have an additional shut down in November to ensure member safety. Credits were offered to all Members for unused court time and pre-paid clinics. The majority (98%) of all Members chose to carry the credits forward as opposed to receiving a refund; this significantly helped TRC cash flow during this difficult period.

Membership

Troy Racquet Club has approximately 756 current members; 50% are Troy residents. Membership is up more 15% since the inception of the new lease.

Improvements

TRC installed new efficient LED indoor lighting in the domes in September 2020. This significantly increased visibility and court illumination. The original outdoor lighting was replaced in 2018 but did not sufficiently fill the shadowed spaces. Additional investment has been made to further update the outdoor lighting and is expected to be installed June 29, 2021. This will further improve lighting and visibility on the middle courts.

Pickleball was introduced in 2019 and has steadily grown over the past 24 months. We now offer drop-in pickleball play, instructional lessons, and leagues.

Leagues & Lessons

Troy Racquet Club offered 12 leagues during the 2020-2021 season. The leagues use anywhere from 2 to 6 courts. Leagues are available several times a week including daytime, weekends, and evenings.

Troy Racquet Club also continues to offer several drill sessions available for sign up on a weekly basis. 5 to 8 clinics a week are available to members and non-members alike.

Troy Racquet Club Academy, led by our three Head Pros, offers a wide range of programs for players from beginners through intermediate. These lessons serve players from Troy and the surrounding communities; approximately 80% of students are Troy residents

Below is a summary of 2020-2021 attendance for rolling 8-week classes:

- Summer I 2020 - 238 students in 64 classes
- Summer II 2020 - 267 students in 52 classes
- Fall I 2020 - 374 students in 66 classes
- Indoor Session II 2020 - 321 students in 66 classes
- Indoor Session III 2021 - 323 students in 62 classes

- Indoor Session IV 2021 - 331 students in 60 classes
- Summer Session I 2021 - 548 students in 90 classes

Based on our recent summer sign ups, the academy classes are headed for record attendance in 2021/2022.

Summary

Due to increased membership, academy class growth, and pickleball diversification, TRC is poised to continue the current growth trajectory. To accommodate additional demand for members and the Troy Racquet Club Academy tennis activities, TRC management is actively exploring ways to add additional courts adjacent to our current facility. Plans are being developed for review with City of Troy Recreation Director and ultimately presentation to City Council this fall.



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M-02b

CITY COUNCIL REPORT

Date: July 20, 2021

To: Mark F. Miller, City Manager

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

Subject: Capital Project Update – Fiscal Year 2022

Through the budget process, City Council approves capital projects and then is presented with the contracts to fulfill the budgeted projects using a competitive bid process. Some capital projects are subdivided using the Facilities and Grounds Staff to manage the project in phases. The individual phases often do not meet the purchasing financial threshold to have City Council resolve on the expenditure. Therefore, this report is intended to inform City Council of the progress on these capital projects.

Capital Project 2022C0065 Park – Brinston Park Restroom Renovation

Total Project cost \$35,000

The Brinston Renovation Project will renovate and update the park restroom facility. These deficiencies were identified in the Facilities Condition Assessment. The Facilities and Grounds Division will act as the General Contractor on this project.

- Door Replacement
- Plumbing Fixture Upgrades
- Painting
- Site Work
- CMU Block Repairs
- Interior Storage
- Lighting
- Drinking Fountain Upgrade

This Project is projected to be completed by June 30, 2022.



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CITY COUNCIL REPORT

Capital Project 2022C0066 Park – Raintree Park Restroom Renovation

Total Project cost \$35,000

The Raintree Renovation Project will renovate and update the park restroom facility. These deficiencies were identified in the Facilities Condition Assessment. The Facilities and Grounds Division will act as the General Contractor on this project.

- Door Replacement
- Plumbing Fixture Upgrades
- Painting
- Site Work
- CMU Block Repairs
- Interior Storage
- Lighting
- Drinking Fountain Upgrade

This Project is projected to be completed by June 30, 2022.

Capital Project 2022C0145 Park – Firefighters Park Restroom Renovation

Total Project cost \$43,160

The Firefighters Restroom Renovation Project is a carryover from FY2020 due to COVID-19. The project will renovate and update the park restroom facility. These deficiencies were identified in the Facilities Condition Assessment. The Facilities and Grounds Division will act as the General Contractor on this project. To date the following work has taken place:

- Rollup Door Replacement
- Interior Painting

Forthcoming work to be completed:

- Door Replacement
- Plumbing Fixture Upgrades
- Painting
- Site Work
- CMU Block Repairs
- Interior Storage
- Lighting
- Drinking Fountain Upgrade

This Project is projected to be completed by June 30, 2022.



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Capital Project 2022C0144 Park – Jaycee Park Restroom Renovation

Total Project cost \$31,180

The Jaycee Park Restroom Renovation Project is a carryover from FY2020 due to COVID-19. The project will renovate and update the park restroom facility. These deficiencies were identified in the Facilities Condition Assessment. The Facilities and Grounds Division will act as the General Contractor on this project. To date the following work has taken place:

- Exterior Door Replacement
- Interior Painting
- Drinking Fountain Upgrade to South Building

Forthcoming work to be completed:

- Rollup Door Replacement
- Plumbing Fixture Upgrades
- Painting
- Site Work
- CMU Block Repairs
- Interior Storage
- Lighting

This Project is projected to be completed by June 30, 2022.

Capital Project 2022C0143 Park – Boulan Park Restroom Renovation

Total Project cost \$36,250

The Jaycee Park Restroom Renovation Project is a carryover from FY2020 due to COVID-19. The project will renovate and update the park restroom facility. These deficiencies were identified in the Facilities Condition Assessment. The Facilities and Grounds Division will act as the General Contractor on this project. To date the following work has taken place:

- Exterior Door Replacement
- Interior Painting
- Drinking Fountain Upgrade

Forthcoming work to be completed:

- Rollup Door Replacement
- Plumbing Fixture Upgrades
- Painting
- Site Work



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CITY COUNCIL REPORT

- CMU Block Repairs
- Interior Storage
- Lighting

This Project is projected to be completed by June 30, 2022.



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M-02c

MEMORANDUM

Date: July 15, 2021

To: Honorable Mayor and City Council Members

From: Mark F. Miller, City Manager
Robert J. Bruner, Assistant City Manager
William J. Huotari, City Engineer

Subject: I-75 Sound Barriers

On May 21, 2021, Troy residents James and Judith Andrews (6496 Crabapple) sent the attached email to City Council, City staff, State Representative Padma Kuppa, State Senator Mallory McMorrow, and Michigan Department of Transportation (MDOT) officials regarding roadway noise on I-75 between Adams Road and Crooks Road.

On June 7, 2021, MDOT Director Paul Ajegba sent the attached in reply. Mr. Ajegba explains there are not a sufficient number of benefitting residences in the area north of I-75 between Adams Road and Crooks Road to warrant a noise wall, or that the benefit-to-cost ratio is insufficient when considering the cost of a noise wall. The test of whether noise mitigation should be pursued rests on whether such mitigation is “feasible” and “reasonable.” The “feasible” test relates to whether mitigation is physically possible. Mr. Ajegba was referring to the “reasonable” test which addresses whether noise mitigation is cost-effective. This involves examination of how many locations benefit per dollar invested. This has been studied several times beginning in 2003.

2003: The Noise Study Report referenced in the I-75 Draft Environmental Impact Statement (DEIS) found Wall 16 located along the shoulder on the south side of I-75 to be both feasible and reasonable at that time (see Figure 4-5d).

2005: The I-75 Final Environmental Impact Statement (FEIS) added Wall 18 east of Wall 16 (see Figure 4-5d). Neither the DEIS or FEIS studied walls north of I-75 between Adams Road and Crooks Road.

2016: This study conformed to the July 2011 MDOT Noise Handbook which changed how “feasibility and reasonableness” are determined. Three walls were modeled on the northbound side of I-75 between Coolidge Highway and Crooks Road but none were found to be feasible or reasonable. Four walls were modeled on the southbound side and all were found to be feasible and reasonable (see Figure 28).

2018: No walls were modeled on the northbound side of I-75. Two walls were modeled on the southbound side of I-75 between Coolidge Highway and Crooks Road (see Figure 20). Both were found to be feasible and reasonable and have since been built.

Residents on the northbound side of I-75 say the walls on the southbound side are reflecting sound at their homes. The only way to know for sure is for MDOT to conduct another noise study.

Bob Bruner

From: Poole, Elaine A. (MDOT) <PooleE@michigan.gov> on behalf of Ajegba, Paul (MDOT) <Ajegbap@michigan.gov>
Sent: Monday, June 7, 2021 11:54 AM
To: jimweb@wowway.com; CityCouncilEmail@troymi.com; Ethan Baker; City Manager Distribution Group; PadmaKuppa@house.mi.gov; SenMMcMorrow@senate.michigan.gov; Buckner, Drew (MDOT); Frazee, Ashley (MDOT); Buck, Shirleen (MDOT)
Cc: lawhitty@aol.com
Subject: RE: I-75 road noise Crooks Road to Adams Road

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Subject: I-75 Road Noise, Crooks Road to Adams Road CAS-03674

Mr. and Mrs. James and Judith Andrews

jimweb@wowway.com

Dear Mr. and Mrs. Andrews:

Thank you for your e-mail dated May 21, 2021. The Michigan Department of Transportation (MDOT) takes pride in presenting a positive image and safe environment for our visitors and residents. I am very sorry to hear how much the freeway traffic noise has become a disturbance to you and your neighbors. I can certainly appreciate the adverse impact to your quality of life.

In your e-mail you referred to an explanation that the Return on Investment (ROI) was insufficient to warrant a noise wall adjacent to your home. An accurate assessment indicates there are not a sufficient number of benefitting residences in your neighborhood to warrant a noise wall, or that the benefit-to-cost ratio is insufficient when considering the cost of noise walls. On October 29, 2020, MDOT met with many of your neighbors in a meeting conducted by State Representative Padma Kuppa regarding the same issue. In that meeting the following items were addressed:

- 1.) There are no Federal Funds available to provide a barrier for this project.
- 2.) The request for barriers at the location in question did not meet the required criteria, and additional studies supported this.

Suggested actions presented at the meeting included:

- 1.) The City of Troy fund the construction of a barrier, to be constructed on city or subdivision property.
- 2.) The Federal Highway Administration (FHWA) will allow the construction of a barrier if it is fully State funded. The State of Michigan does not have a State funded highway noise abatement program. The State Legislature would need to approve funds for the study, design, and construction of the barrier.
- 3.) The residents could contact the FHWA in Washington to petition the policy makers.

You referred to the current discussions in the nation's capital regarding the nation's infrastructure needs. Currently, there have only been discussions to date. It is too early to say what amount of transportation infrastructure funding will be approved and for what use the funds would be approved. We at MDOT will do all that we can to ensure that any federal funds received are put to use in a manner that best benefits the residents in our great State of Michigan.

Thank you for sharing your concerns with us. If you have any questions regarding this or other transportation-related issues, please feel free to contact either me or Drew Buckner, Macomb Transportation Service Center Manager, at 586-615-4317 or bucknerd@michigan.gov.

Sincerely,

Paul C. Ajegba, P.E.

Director

Michigan Department of Transportation

From: jimweb@wowway.com <jimweb@wowway.com>

Sent: Friday, May 21, 2021 8:06 PM

To: CityCouncilEmail@troymi.com; mayorbaker@troymi.gov; citymanager@troymi.gov; PadmaKuppa@house.mi.gov; SenMMcMorrow@senate.michigan.gov; Buckner, Drew (MDOT) <BucknerD@michigan.gov>; Ajegba, Paul (MDOT) <Ajegbap@michigan.gov>; Frazee, Ashley (MDOT) <FrazeeA@michigan.gov>

Cc: lawhitty@aol.com

Subject: I-75 road noise Crooks Road to Adams Road

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov
--

To: Troy and Michigan elected and appointed officials,

We are writing to you to add our voices to the many residents living in the subdivisions on the north side of I-75 from Crooks Road to Adams Road who have complained about the huge increase in noise pollution coming from the roadway since the completion of this section of the I-75 Modernization Project.

Our home backs up to the north end of Firefighters Park, which is one half mile from I-75. Before the I-75 renovation we sometimes would hear a loud car or motorcycle "punching it" on I-75. Now, especially during morning and afternoon rush hours, it is a constant barrage of noise that can even be heard inside with all doors and windows closed. Outside sitting on our deck, we pretend it is the roar from a fictitious waterfall cascading into the Firefighters Park ponds. We can only imagine how much greater the noise pollution is for the people living in homes closer to I-75.

As you are aware, a Noise Barrier Wall was not built on the north side of I-75 from Crooks Road to Adams Road. We heard that M-DOT stated the ROI (Return On Investment) analysis for building a wall in this section of I-75 was inadequate. How do you calculate an ROI that takes into account the significant deterioration in Quality of Life for so many residents?

Improving our Country's Infrastructure is a big topic in Washington and Lansing. A lot of money will be coming to Michigan soon to do this. We ask you to please spend the money necessary to build a Noise Barrier Wall on the north side of I-75 from Crooks Road to Adams Road.

Respectfully yours,

James & Judith Andrews

jimweb@wowway.com

DRAFT ENVIRONMENTAL IMPACT STATEMENT

**I-75 from M-102 to M-59
Oakland County**



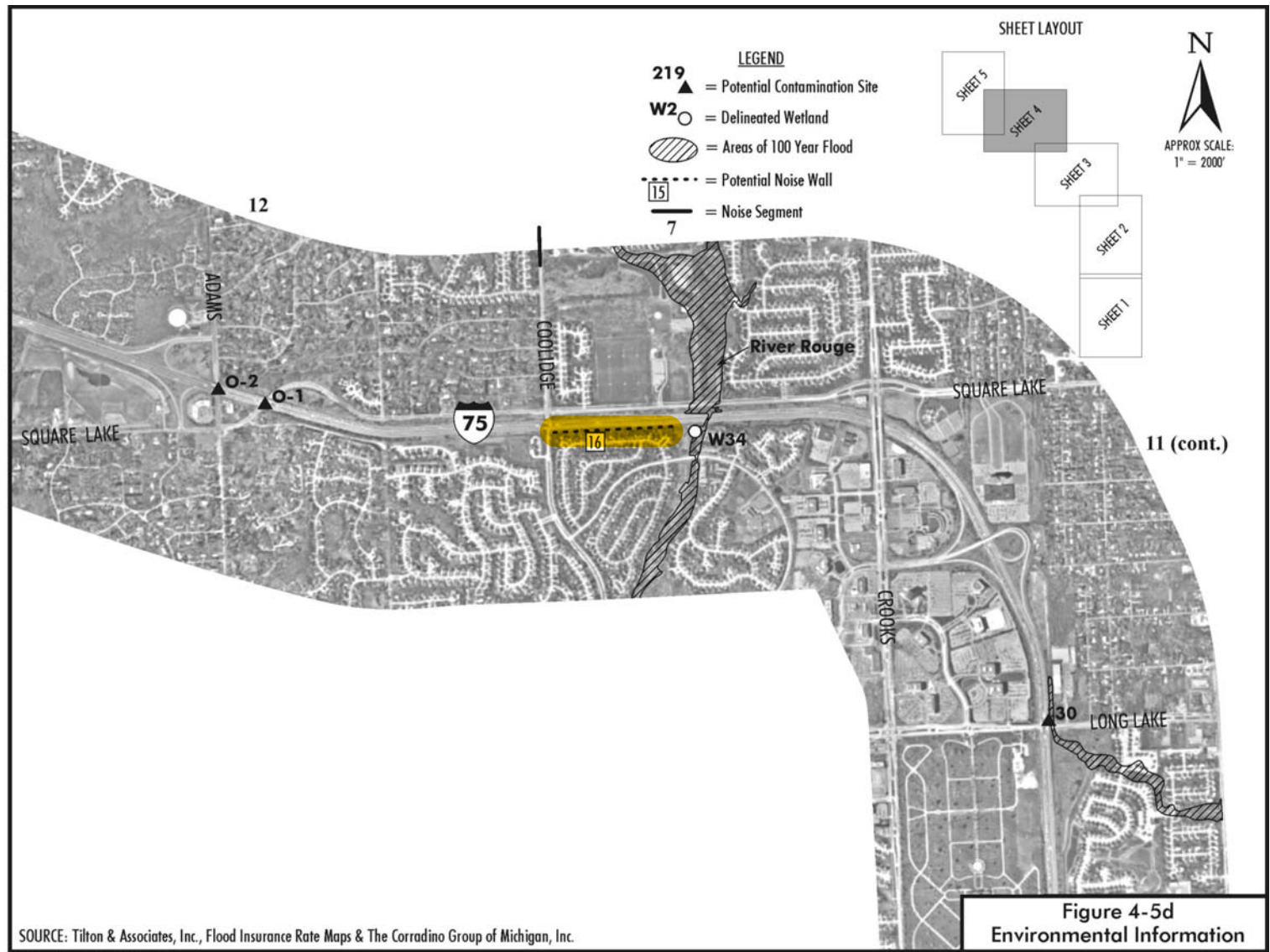
Prepared by

Michigan Department of Transportation

In Cooperation with

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION**

December 2003



FINAL ENVIRONMENTAL IMPACT STATEMENT

**I-75 from M-102 to M-59
Oakland County
Michigan**



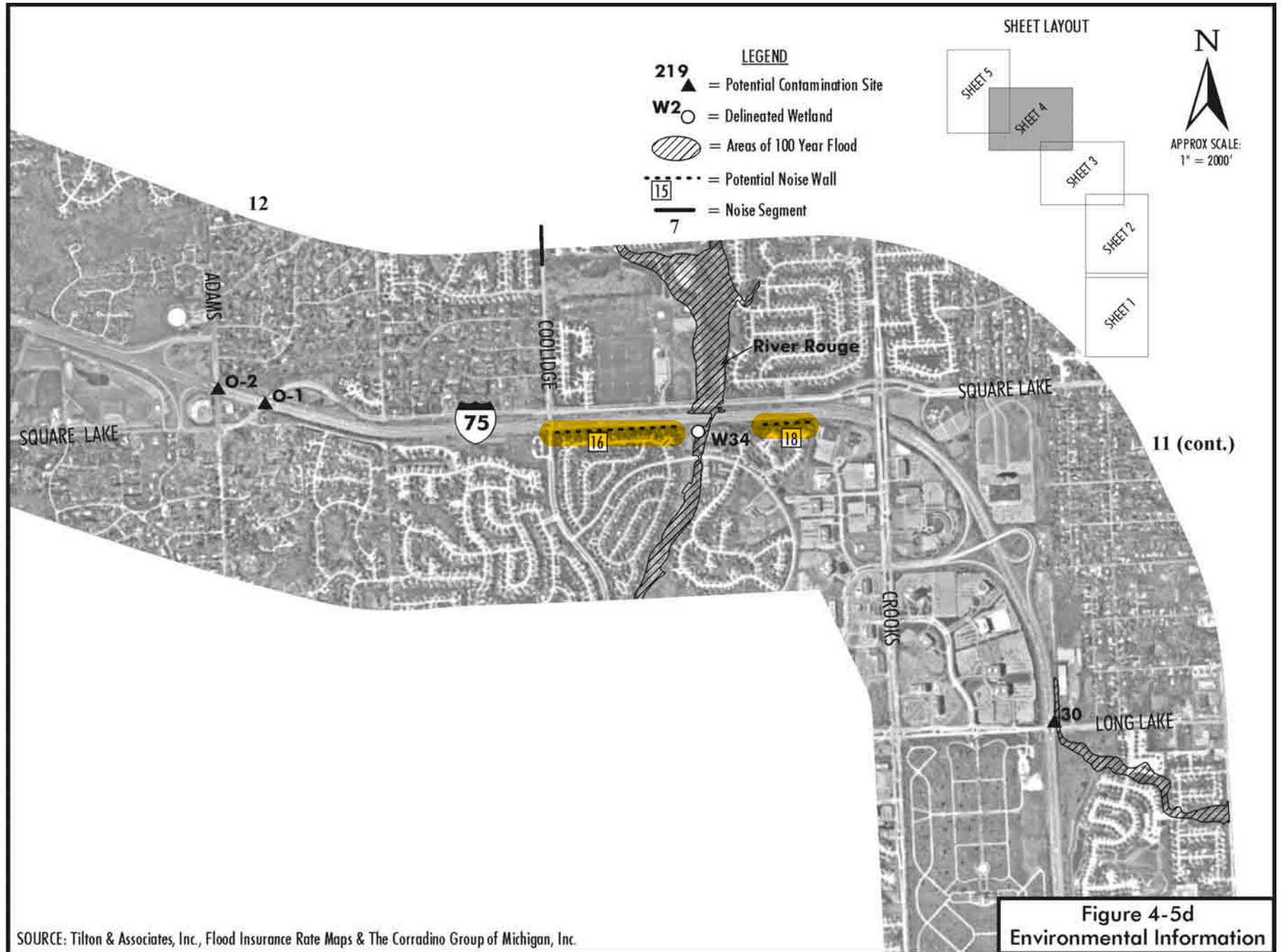
Prepared by

Michigan Department of Transportation

In Cooperation with

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION**

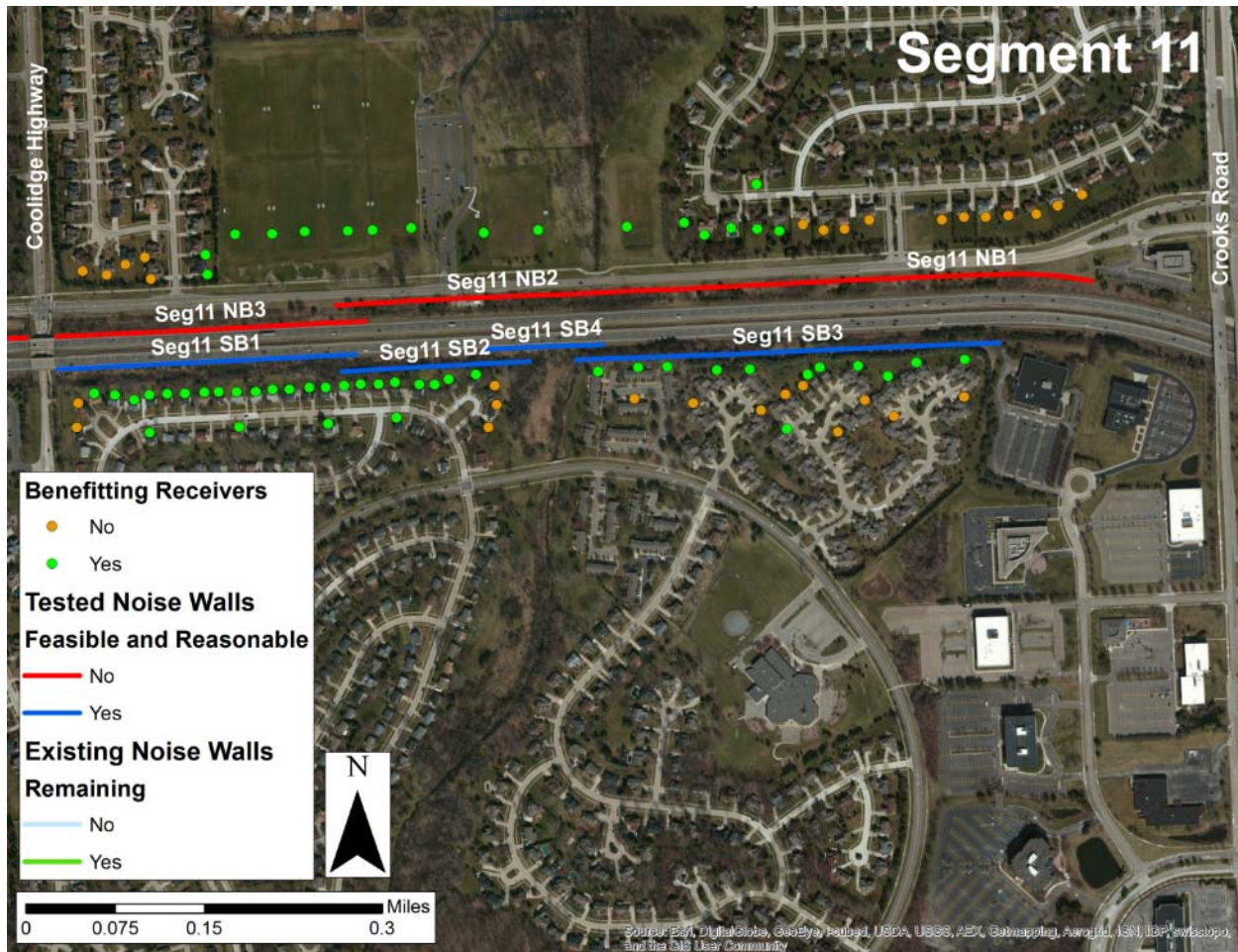
April 2005



The following noise report was created for a reevaluation study that was recently approved by the Federal Highway Administration (FHWA) in January 2016. This noise analysis was to update the original analysis completed for the Final Environmental Impact Statement that was approved in January 2006. A summary of the December 2015 noise analysis, specific to the first construction segment area only, is currently being prepared with clearer and simplified graphics and will be added when completed.

Note: February 2016

**Figure 38
Segment 11 Tested Noise Walls and Benefitting Receivers**



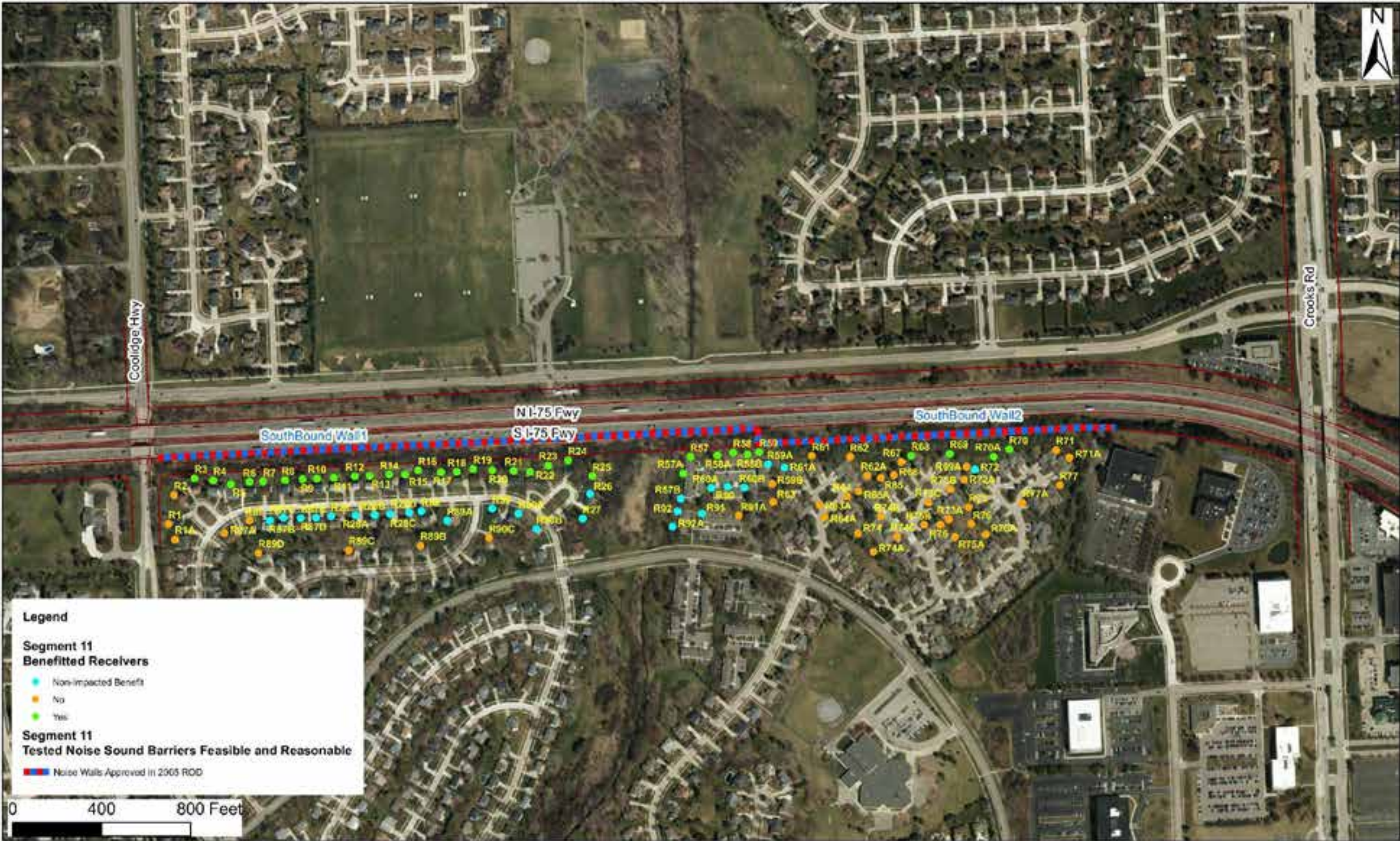
**I-75 Modernization Corridor
Construction Segment 2
Draft Noise Report**

Oakland County, Michigan

June 2018



Figure 20 – Segment 11 Sound Barrier Design Configuration for Benefitting Receivers Behind Southbound Barriers SB1 & SB2





500 West Big Beaver
Troy, MI 48084
troymi.gov

M-02d

CITY COUNCIL AGENDA ITEM

Date: July 19, 2021

To: Mark F. Miller, City Manager

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

Subject: City Clerk Aileen Dickson Named Democracy Fellow – National Conference on Citizenship

Democracy Fellows at the National Conference on Citizenship has accepted City Clerk Aileen Dickson as a fellow for the Summer 2021 cohort.

Democracy Fellows is a 3-month part-time fellowship that focuses on increasing civic participation, resident engagement, and participation in elections. Fellows from municipalities all across the United States work locally to develop action plans that can be implemented in all 50 states, and support leaders at all levels of government, with the end-goal of 100% participation. The duties include developing a comprehensive strategy to engage residents and register voters; develop Democracy Plans to help enfranchise underserved communities or members of the community; engage high school and college students to encourage registering and voting; make voting more accessible and easier to understand; break down barriers that prevent residents from participating in government; and, much more.

The National Conference on Citizenship was founded in 1946 after WWII, and chartered by Congress in 1953, as a nonpartisan organization dedicated to increasing civic involvement and community engagement. The Democracy Fellows program was founded by the NCoC in 2020.



500 West Big Beaver
Troy, MI 48084
troymi.gov

M-02e

CITY COUNCIL AGENDA ITEM

Date: July 20, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Glenn Lapin, Economic Development Specialist

Subject: Final Report – Oakland County Restaurant Relief Program

The Oakland County Board of Commissioners established the Oakland County Restaurant Relief Program to assist local restaurants and bars during the pandemic. The City of Troy entered into an Interlocal Agreement with Oakland County on February 25, 2021 to administer the program at the local level. The Troy Chamber of Commerce provided program assistance.

In Phase I of the program, the County made available to cities, villages and townships certain types of products and supplies for distribution to restaurants, bars and cafes. Supplies offered include greenhouses/igloos, propane heaters, electrostatic sprayers, disinfectant and propane tanks. Six Troy restaurants, bars and cafes received Phase I program assistance, including Loaded Dice, Season's 52, Lolo Potluck, Cucina Lab, Gran Castor and Sedona Taphouse.

Phase II of the Oakland County Restaurant Relief Program was launched in February 2021. Phase II provided for the reimbursement of limited costs (up to \$10,000) incurred by restaurants for the establishment of outdoor dining areas, PPE related items and specified business expenses. A total of \$108,339.50 was distributed to qualifying businesses. The program ended June 30, 2021.

Sixteen Troy restaurants, bars and cafes participated in the Phase II reimbursement program. An average reimbursement of \$6,771.22 was received by each business. It is estimated that these participating restaurants impact 365 jobs. The 16 businesses that received reimbursement through Phase II of the program are Sedona Taphouse, Ashoka, Aldana's Mexican Grill, Loaded Dice, Lolo Potluck, Gran Castor, Shield's, Fogo de Chao, Loccino's, Cucina Lab, Biggby Coffee, Ridley's, Neehee's, Kerby's Koney Island (2901 Crooks), Kerby's Koney Island (5407 Crooks), and Kerby's Koney Island (384 John R).

Program funds enabled these businesses to create or improve outdoor seating areas, purchase PPE and make needed technology improvements. The funds helped many of these businesses stay open and continue to operate during a critical time. The program also helped these businesses strengthen outdoor dining options, which will provide long term benefits to the business and community. We received very positive feedback from these businesses; they were grateful for the assistance.

The City of Troy initially received 23 applications from businesses interested in participating in the program (up to \$230,000 was initially approved by Oakland County for the Troy program). However, seven businesses dropped out of the program for a variety of reasons including a sale of the business, failure to provide adequate receipts, and business decisions to not proceed with program



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

purchases. In addition, although several businesses initially requested the maximum allowable amount of \$10,000, actual eligible purchases amounted to significantly less than the maximum allowable amount. Per the Interlocal Agreement, the City of Troy is refunding the difference back to Oakland County.

City of Troy staff administered this program, assisted each participating business directly and managed the grant funds. The detailed final report submitted to Oakland County is attached. Troy City Council's support of this program is greatly appreciated.



The Oakland Together Restaurant Relief Grant Program

Performance and Expenditure Report #2

Phase One Products

Phase One Products

Public Body Name: *

City of Troy

Public Body Address:

500 W Big Beaver Rd, Troy, MI 48084

Application ID Number:

10046RR

The grant allowed the community to provide the products to businesses or to maintain ownership of those products. The Public Body initially reported the status of the Phase One products in the table below (from 1st Report). Where applicable, please verify the number of products provided to businesses and the number maintained by the Public Body, DDA, other downtown or corridor management organization:

Product Description (reported values from the first submitted report)

	Products Awarded	Reported number of products provided to businesses *	Reported number of products maintained by Public Body, etc. *	Please verify the number of products provided to businesses *	Please verify the number of products maintained by Public Body, etc. *
Snap & Grow Brand 8 x 12 Greenhouse	3	3	0	3	0
Igloo - 12ft in diameter	1	1	0	1	0
Outdoor Propane Heater + Propane Tank	24	24	0	24	0
Outdoor Propane Heater + Propane Tank w/ Exchange Program	0	0	0	0	0
20 lb. Propane Tank Refill / Exchange Program	0	0	0	0	0
Victory Cordless Electrostatic Handheld Sprayer	7	7	0	7	0
One-gallon Electrostatic Disinfectant Solution	18	18	0	18	0

Enter the total number of businesses that received Phase One products: *

6

If you'd like to share information with us about the products received, please use the space below:

Troy establishments that received products through Phase I of the Restaurant Relief Program were Loaded Dice, Season's 52, Lolo Potluck, Cucina Lab, Gran Castor and Sedona Taphouse. The Phase I products enabled these establishments to create, expand and enhance their outdoor dining areas.

Public Body Acquisition and Reimbursement

Public Body Acquisition and Reimbursement

Public Body Name:

City of Troy

Public Body Address:

500 W Big Beaver Rd, Troy, MI 48084

Application ID Number:

10046RR

Did the Public Body use funds to purchase and/or reimburse itself, the DDA or other downtown/corridor management organization for products and/or services? *

☐ Yes ☒ No

Business Reimbursement

Business Reimbursement

Public Body Name:

City of Troy

Public Body Address:

500 W Big Beaver Rd, Troy, MI 48084

Application ID Number:

10046RR

Did the Public Body use funds to reimburse businesses for products and/or services? *

☒ Yes ☐ No

Business Reimbursement (Products and/or Services):

In the table below, enter the Business name and the total dollar amount reimbursed to the business. Also enter the number of products and/or services (where applicable).

Enter Business Information:

Business Name: *	Total Amount Reimbursed to this Business: *
Fogo de Chao	\$ 10,000.00
Item (product/service)	Number of Items or Yes/No *
Tents, Igloos, Greenhouses	1
Outdoor propane heaters	8
Propane refill program	1
Plastic A-Frame sidewalk signs	0
Picnic tables, outdoor tables and seating	<input type="radio"/> Yes <input checked="" type="radio"/> No
Materials for construction (e.g., platforms, railings, ramps, outdoor seating, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
Electrostatic sprayers	0
Disinfectant solution	<input type="radio"/> Yes <input checked="" type="radio"/> No
Sanitation stations (fixed and portable)	0
Refill wipes and liquid hand sanitizer for sanitation stations	<input type="radio"/> Yes <input checked="" type="radio"/> No
Foot operated door pulls	0
General Personal Protective Equipment (PPE) and supplies	<input type="radio"/> Yes <input checked="" type="radio"/> No
Installation/setup of tents, Igloos, and greenhouses	<input checked="" type="radio"/> Yes <input type="radio"/> No
Labor to construct platforms, railings, ramps, outdoor seating, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No
Labor to install fixed location sanitation stations	<input type="radio"/> Yes <input checked="" type="radio"/> No
Technology related services or fees to upgrade websites and install apps for online ordering or delivery	<input type="radio"/> Yes <input checked="" type="radio"/> No
Technology related services or fees to install point of sale systems to minimize employee – customer contact	<input type="radio"/> Yes <input checked="" type="radio"/> No
\$250 Social District Permit Fee paid by business to the State in cities, villages and townships that have established a Social District under MCL 436.1551	<input type="radio"/> Yes <input checked="" type="radio"/> No
Add Product/Service?	
<input type="checkbox"/> Yes	

Business Name: *	Total Amount Reimbursed to this Business: *
Sedona Taphouse	\$ 10,000.00
Item (product/service)	Number of Items or Yes/No *
Tents, Igloos, Greenhouses	1
Outdoor propane heaters	0
Propane refill program	0
Plastic A-Frame sidewalk signs	0
Picnic tables, outdoor tables and seating	<input type="radio"/> Yes <input checked="" type="radio"/> No
Materials for construction (e.g., platforms, railings, ramps, outdoor seating, etc.)	<input type="radio"/> Yes <input checked="" type="radio"/> No
Electrostatic sprayers	0
Disinfectant solution	<input type="radio"/> Yes <input checked="" type="radio"/> No
Sanitation stations (fixed and portable)	0
Refill wipes and liquid hand sanitizer for sanitation stations	<input type="radio"/> Yes <input checked="" type="radio"/> No
Foot operated door pulls	0
General Personal Protective Equipment (PPE) and supplies	<input type="radio"/> Yes <input checked="" type="radio"/> No
Installation/setup of tents, Igloos, and greenhouses	<input checked="" type="radio"/> Yes <input type="radio"/> No
Labor to construct platforms, railings, ramps, outdoor seating, etc.	<input type="radio"/> Yes <input checked="" type="radio"/> No
Labor to install fixed location sanitation stations	<input type="radio"/> Yes <input checked="" type="radio"/> No
Technology related services or fees to upgrade websites and install apps for online ordering or delivery	<input type="radio"/> Yes <input checked="" type="radio"/> No
Technology related services or fees to install point of sale systems to minimize employee – customer contact	<input type="radio"/> Yes <input checked="" type="radio"/> No
\$250 Social District Permit Fee paid by business to the State in cities, villages and townships that have established a Social District under MCL 436.1551	<input type="radio"/> Yes <input checked="" type="radio"/> No
Add Product/Service?	
<input type="checkbox"/> Yes	

Business Name: *	Total Amount Reimbursed to this Business: *
Ridley's	\$ 4,176.43
Item (product/service)	Number of Items or Yes/No *
Tents, Igloos, Greenhouses	0
Outdoor propane heaters	0

Propane refill program	0
Plastic A-Frame sidewalk signs	0
Picnic tables, outdoor tables and seating	<input type="radio"/> Yes <input checked="" type="radio"/> No
Materials for construction (e.g., platforms, railings, ramps, outdoor seating, etc.)	<input type="radio"/> Yes <input checked="" type="radio"/> No
Electrostatic sprayers	0
Disinfectant solution	<input type="radio"/> Yes <input checked="" type="radio"/> No
Sanitation stations (fixed and portable)	0
Refill wipes and liquid hand sanitizer for sanitation stations	<input checked="" type="radio"/> Yes <input type="radio"/> No
Foot operated door pulls	0
General Personal Protective Equipment (PPE) and supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No
Installation/setup of tents, Igloos, and greenhouses	<input type="radio"/> Yes <input checked="" type="radio"/> No
Labor to construct platforms, railings, ramps, outdoor seating, etc.	<input type="radio"/> Yes <input checked="" type="radio"/> No
Labor to install fixed location sanitation stations	<input type="radio"/> Yes <input checked="" type="radio"/> No
Technology related services or fees to upgrade websites and install apps for online ordering or delivery	<input type="radio"/> Yes <input checked="" type="radio"/> No
Technology related services or fees to install point of sale systems to minimize employee – customer contact	<input type="radio"/> Yes <input checked="" type="radio"/> No
\$250 Social District Permit Fee paid by business to the State in cities, villages and townships that have established a Social District under MCL 436.1551	<input type="radio"/> Yes <input checked="" type="radio"/> No

Add Product/Service?

☐ Yes

Business Name:*	Total Amount Reimbursed to this Business:*	
Lolo Potluck	\$ 6,059.66	
Item (product/service)		Number of Items or Yes/No*
Tents, Igloos, Greenhouses		0
Outdoor propane heaters		0
Propane refill program		0
Plastic A-Frame sidewalk signs		0
Picnic tables, outdoor tables and seating		<input checked="" type="radio"/> Yes <input type="radio"/> No
Materials for construction (e.g., platforms, railings, ramps, outdoor seating, etc.)		<input checked="" type="radio"/> Yes <input type="radio"/> No
Electrostatic sprayers		0
Disinfectant solution		<input checked="" type="radio"/> Yes <input type="radio"/> No
Sanitation stations (fixed and portable)		0
Refill wipes and liquid hand sanitizer for sanitation stations		<input type="radio"/> Yes <input checked="" type="radio"/> No
Foot operated door pulls		0
General Personal Protective Equipment (PPE) and supplies		<input type="radio"/> Yes <input checked="" type="radio"/> No
Installation/setup of tents, Igloos, and greenhouses		<input type="radio"/> Yes <input checked="" type="radio"/> No
Labor to construct platforms, railings, ramps, outdoor seating, etc.		<input type="radio"/> Yes <input checked="" type="radio"/> No
Labor to install fixed location sanitation stations		<input type="radio"/> Yes <input checked="" type="radio"/> No
Technology related services or fees to upgrade websites and install apps for online ordering or delivery		<input checked="" type="radio"/> Yes <input type="radio"/> No
Technology related services or fees to install point of sale systems to minimize employee – customer contact		<input type="radio"/> Yes <input checked="" type="radio"/> No
\$250 Social District Permit Fee paid by business to the State in cities, villages and townships that have established a Social District under MCL 436.1551		<input type="radio"/> Yes <input checked="" type="radio"/> No

Add Product/Service?

☐ Yes

Business Name:*	Total Amount Reimbursed to this Business:*	
Cucina Lab	\$ 9,983.79	
Item (product/service)		Number of Items or Yes/No*
Tents, Igloos, Greenhouses		0
Outdoor propane heaters		2
Propane refill program		0
Plastic A-Frame sidewalk signs		1
Picnic tables, outdoor tables and seating		<input checked="" type="radio"/> Yes <input type="radio"/> No
Materials for construction (e.g., platforms, railings, ramps, outdoor seating, etc.)		<input checked="" type="radio"/> Yes <input type="radio"/> No
Electrostatic sprayers		0
Disinfectant solution		<input type="radio"/> Yes <input checked="" type="radio"/> No
Sanitation stations (fixed and portable)		0
Refill wipes and liquid hand sanitizer for sanitation stations		<input type="radio"/> Yes <input checked="" type="radio"/> No

Foot operated door pulls	0
General Personal Protective Equipment (PPE) and supplies	<input type="radio"/> Yes <input checked="" type="radio"/> No
Installation/setup of tents, Igloos, and greenhouses	<input type="radio"/> Yes <input checked="" type="radio"/> No
Labor to construct platforms, railings, ramps, outdoor seating, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No
Labor to install fixed location sanitation stations	<input type="radio"/> Yes <input checked="" type="radio"/> No
Technology related services or fees to upgrade websites and install apps for online ordering or delivery	<input checked="" type="radio"/> Yes <input type="radio"/> No
Technology related services or fees to install point of sale systems to minimize employee – customer contact	<input type="radio"/> Yes <input checked="" type="radio"/> No
\$250 Social District Permit Fee paid by business to the State in cities, villages and townships that have established a Social District under MCL 436.1551	<input type="radio"/> Yes <input checked="" type="radio"/> No

Add Product/Service?

☐ Yes

Business Name: *

Ashoka

Total Amount Reimbursed to this Business: *

\$ 1,358.80

Item (product/service)	Number of Items or Yes/No *
Tents, Igloos, Greenhouses	0
Outdoor propane heaters	0
Propane refill program	0
Plastic A-Frame sidewalk signs	0
Picnic tables, outdoor tables and seating	<input type="radio"/> Yes <input checked="" type="radio"/> No
Materials for construction (e.g., platforms, railings, ramps, outdoor seating, etc.)	<input type="radio"/> Yes <input checked="" type="radio"/> No
Electrostatic sprayers	0
Disinfectant solution	<input type="radio"/> Yes <input checked="" type="radio"/> No
Sanitation stations (fixed and portable)	1
Refill wipes and liquid hand sanitizer for sanitation stations	<input checked="" type="radio"/> Yes <input type="radio"/> No
Foot operated door pulls	0
General Personal Protective Equipment (PPE) and supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No
Installation/setup of tents, Igloos, and greenhouses	<input type="radio"/> Yes <input checked="" type="radio"/> No
Labor to construct platforms, railings, ramps, outdoor seating, etc.	<input type="radio"/> Yes <input checked="" type="radio"/> No
Labor to install fixed location sanitation stations	<input type="radio"/> Yes <input checked="" type="radio"/> No
Technology related services or fees to upgrade websites and install apps for online ordering or delivery	<input type="radio"/> Yes <input checked="" type="radio"/> No
Technology related services or fees to install point of sale systems to minimize employee – customer contact	<input type="radio"/> Yes <input checked="" type="radio"/> No
\$250 Social District Permit Fee paid by business to the State in cities, villages and townships that have established a Social District under MCL 436.1551	<input type="radio"/> Yes <input checked="" type="radio"/> No

Add Product/Service?

☐ Yes

Business Name: *

Shield's

Total Amount Reimbursed to this Business: *

\$ 10,000.00

Item (product/service)	Number of Items or Yes/No *
Tents, Igloos, Greenhouses	0
Outdoor propane heaters	0
Propane refill program	0
Plastic A-Frame sidewalk signs	0
Picnic tables, outdoor tables and seating	<input checked="" type="radio"/> Yes <input type="radio"/> No
Materials for construction (e.g., platforms, railings, ramps, outdoor seating, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
Electrostatic sprayers	0
Disinfectant solution	<input type="radio"/> Yes <input checked="" type="radio"/> No
Sanitation stations (fixed and portable)	0
Refill wipes and liquid hand sanitizer for sanitation stations	<input type="radio"/> Yes <input checked="" type="radio"/> No
Foot operated door pulls	0
General Personal Protective Equipment (PPE) and supplies	<input type="radio"/> Yes <input checked="" type="radio"/> No
Installation/setup of tents, Igloos, and greenhouses	<input type="radio"/> Yes <input checked="" type="radio"/> No
Labor to construct platforms, railings, ramps, outdoor seating, etc.	<input type="radio"/> Yes <input checked="" type="radio"/> No
Labor to install fixed location sanitation stations	<input type="radio"/> Yes <input checked="" type="radio"/> No
Technology related services or fees to upgrade websites and install apps for online ordering or delivery	<input type="radio"/> Yes <input checked="" type="radio"/> No
Technology related services or fees to install point of sale systems to minimize employee – customer contact	<input type="radio"/> Yes <input checked="" type="radio"/> No

\$250 Social District Permit Fee paid by business to the State in cities, villages and townships that have established a Social District under MCL 436.1551

☐ Yes ☒ No

Add Product/Service?

☐ Yes

Business Name:*

Gran Castor

Total Amount Reimbursed to this Business:*

\$ 10,000.00

Item (product/service)

Number of Items or Yes/No*

Tents, Igloos, Greenhouses

0

Outdoor propane heaters

0

Propane refill program

0

Plastic A-Frame sidewalk signs

0

Picnic tables, outdoor tables and seating

☐ Yes ☒ No

Materials for construction (e.g., platforms, railings, ramps, outdoor seating, etc.)

☐ Yes ☒ No

Electrostatic sprayers

0

Disinfectant solution

☐ Yes ☒ No

Sanitation stations (fixed and portable)

0

Refill wipes and liquid hand sanitizer for sanitation stations

☐ Yes ☒ No

Foot operated door pulls

0

General Personal Protective Equipment (PPE) and supplies

☒ Yes ☐ No

Installation/setup of tents, Igloos, and greenhouses

☐ Yes ☒ No

Labor to construct platforms, railings, ramps, outdoor seating, etc.

☐ Yes ☒ No

Labor to install fixed location sanitation stations

☐ Yes ☒ No

Technology related services or fees to upgrade websites and install apps for online ordering or delivery

☐ Yes ☒ No

Technology related services or fees to install point of sale systems to minimize employee – customer contact

☐ Yes ☒ No

\$250 Social District Permit Fee paid by business to the State in cities, villages and townships that have established a Social District under MCL 436.1551

☐ Yes ☒ No

Add Product/Service?

☐ Yes

Business Name:*

Kerby's Koney Island - 2901 Crooks

Total Amount Reimbursed to this Business:*

\$ 5,090.00

Item (product/service)

Number of Items or Yes/No*

Tents, Igloos, Greenhouses

0

Outdoor propane heaters

0

Propane refill program

0

Plastic A-Frame sidewalk signs

0

Picnic tables, outdoor tables and seating

☒ Yes ☐ No

Materials for construction (e.g., platforms, railings, ramps, outdoor seating, etc.)

☐ Yes ☒ No

Electrostatic sprayers

0

Disinfectant solution

☐ Yes ☒ No

Sanitation stations (fixed and portable)

0

Refill wipes and liquid hand sanitizer for sanitation stations

☒ Yes ☐ No

Foot operated door pulls

0

General Personal Protective Equipment (PPE) and supplies

☒ Yes ☐ No

Installation/setup of tents, Igloos, and greenhouses

☐ Yes ☒ No

Labor to construct platforms, railings, ramps, outdoor seating, etc.

☐ Yes ☒ No

Labor to install fixed location sanitation stations

☐ Yes ☒ No

Technology related services or fees to upgrade websites and install apps for online ordering or delivery

☐ Yes ☒ No

Technology related services or fees to install point of sale systems to minimize employee – customer contact

☐ Yes ☒ No

\$250 Social District Permit Fee paid by business to the State in cities, villages and townships that have established a Social District under MCL 436.1551

☐ Yes ☒ No

Add Product/Service?

☐ Yes

Business Name:*

Kerby's Koney Island - 5407 Crooks

Total Amount Reimbursed to this Business:*

\$ 4,311.00

Item (product/service)

Number of Items or Yes/No*

Tents, Igloos, Greenhouses

0

Outdoor propane heaters

0

Propane refill program	0
Plastic A-Frame sidewalk signs	0
Picnic tables, outdoor tables and seating	<input checked="" type="radio"/> Yes <input type="radio"/> No
Materials for construction (e.g., platforms, railings, ramps, outdoor seating, etc.)	<input type="radio"/> Yes <input checked="" type="radio"/> No
Electrostatic sprayers	0
Disinfectant solution	<input type="radio"/> Yes <input checked="" type="radio"/> No
Sanitation stations (fixed and portable)	0
Refill wipes and liquid hand sanitizer for sanitation stations	<input checked="" type="radio"/> Yes <input type="radio"/> No
Foot operated door pulls	0
General Personal Protective Equipment (PPE) and supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No
Installation/setup of tents, Igloos, and greenhouses	<input type="radio"/> Yes <input checked="" type="radio"/> No
Labor to construct platforms, railings, ramps, outdoor seating, etc.	<input type="radio"/> Yes <input checked="" type="radio"/> No
Labor to install fixed location sanitation stations	<input type="radio"/> Yes <input checked="" type="radio"/> No
Technology related services or fees to upgrade websites and install apps for online ordering or delivery	<input type="radio"/> Yes <input checked="" type="radio"/> No
Technology related services or fees to install point of sale systems to minimize employee – customer contact	<input type="radio"/> Yes <input checked="" type="radio"/> No
\$250 Social District Permit Fee paid by business to the State in cities, villages and townships that have established a Social District under MCL 436.1551	<input type="radio"/> Yes <input checked="" type="radio"/> No

Add Product/Service?

☐ Yes

Business Name: *

Kerby's Koney Island - 384 John R

Total Amount Reimbursed to this Business: *

\$ 5,117.00

Item (product/service)

Number of Items or Yes/No *

Tents, Igloos, Greenhouses	0
Outdoor propane heaters	0
Propane refill program	0
Plastic A-Frame sidewalk signs	0
Picnic tables, outdoor tables and seating	<input type="radio"/> Yes <input checked="" type="radio"/> No
Materials for construction (e.g., platforms, railings, ramps, outdoor seating, etc.)	<input type="radio"/> Yes <input checked="" type="radio"/> No
Electrostatic sprayers	0
Disinfectant solution	<input type="radio"/> Yes <input checked="" type="radio"/> No
Sanitation stations (fixed and portable)	0
Refill wipes and liquid hand sanitizer for sanitation stations	<input checked="" type="radio"/> Yes <input type="radio"/> No
Foot operated door pulls	0
General Personal Protective Equipment (PPE) and supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No
Installation/setup of tents, Igloos, and greenhouses	<input type="radio"/> Yes <input checked="" type="radio"/> No
Labor to construct platforms, railings, ramps, outdoor seating, etc.	<input type="radio"/> Yes <input checked="" type="radio"/> No
Labor to install fixed location sanitation stations	<input type="radio"/> Yes <input checked="" type="radio"/> No
Technology related services or fees to upgrade websites and install apps for online ordering or delivery	<input type="radio"/> Yes <input checked="" type="radio"/> No
Technology related services or fees to install point of sale systems to minimize employee – customer contact	<input type="radio"/> Yes <input checked="" type="radio"/> No
\$250 Social District Permit Fee paid by business to the State in cities, villages and townships that have established a Social District under MCL 436.1551	<input type="radio"/> Yes <input checked="" type="radio"/> No

Add Product/Service?

☐ Yes

Business Name: *

Neehee's

Total Amount Reimbursed to this Business: *

\$ 6,402.73

Item (product/service)

Number of Items or Yes/No *

Tents, Igloos, Greenhouses	0
Outdoor propane heaters	0
Propane refill program	0
Plastic A-Frame sidewalk signs	0
Picnic tables, outdoor tables and seating	<input checked="" type="radio"/> Yes <input type="radio"/> No
Materials for construction (e.g., platforms, railings, ramps, outdoor seating, etc.)	<input type="radio"/> Yes <input checked="" type="radio"/> No
Electrostatic sprayers	0
Disinfectant solution	<input type="radio"/> Yes <input checked="" type="radio"/> No
Sanitation stations (fixed and portable)	0
Refill wipes and liquid hand sanitizer for sanitation stations	<input type="radio"/> Yes <input checked="" type="radio"/> No

Foot operated door pulls	0
General Personal Protective Equipment (PPE) and supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No
Installation/setup of tents, Igloos, and greenhouses	<input type="radio"/> Yes <input checked="" type="radio"/> No
Labor to construct platforms, railings, ramps, outdoor seating, etc.	<input type="radio"/> Yes <input checked="" type="radio"/> No
Labor to install fixed location sanitation stations	<input type="radio"/> Yes <input checked="" type="radio"/> No
Technology related services or fees to upgrade websites and install apps for online ordering or delivery	<input type="radio"/> Yes <input checked="" type="radio"/> No
Technology related services or fees to install point of sale systems to minimize employee – customer contact	<input type="radio"/> Yes <input checked="" type="radio"/> No
\$250 Social District Permit Fee paid by business to the State in cities, villages and townships that have established a Social District under MCL 436.1551	<input type="radio"/> Yes <input checked="" type="radio"/> No

Add Product/Service?

☐ Yes

Business Name: *

Bigby Coffee

Total Amount Reimbursed to this Business: *

\$ 2,370.68

Item (product/service)

Number of Items or Yes/No *

Tents, Igloos, Greenhouses	0
Outdoor propane heaters	0
Propane refill program	0
Plastic A-Frame sidewalk signs	1
Picnic tables, outdoor tables and seating	<input checked="" type="radio"/> Yes <input type="radio"/> No
Materials for construction (e.g., platforms, railings, ramps, outdoor seating, etc.)	<input type="radio"/> Yes <input checked="" type="radio"/> No
Electrostatic sprayers	0
Disinfectant solution	<input type="radio"/> Yes <input checked="" type="radio"/> No
Sanitation stations (fixed and portable)	0
Refill wipes and liquid hand sanitizer for sanitation stations	<input type="radio"/> Yes <input checked="" type="radio"/> No
Foot operated door pulls	0
General Personal Protective Equipment (PPE) and supplies	<input type="radio"/> Yes <input checked="" type="radio"/> No
Installation/setup of tents, Igloos, and greenhouses	<input type="radio"/> Yes <input checked="" type="radio"/> No
Labor to construct platforms, railings, ramps, outdoor seating, etc.	<input type="radio"/> Yes <input checked="" type="radio"/> No
Labor to install fixed location sanitation stations	<input type="radio"/> Yes <input checked="" type="radio"/> No
Technology related services or fees to upgrade websites and install apps for online ordering or delivery	<input type="radio"/> Yes <input checked="" type="radio"/> No
Technology related services or fees to install point of sale systems to minimize employee – customer contact	<input type="radio"/> Yes <input checked="" type="radio"/> No
\$250 Social District Permit Fee paid by business to the State in cities, villages and townships that have established a Social District under MCL 436.1551	<input type="radio"/> Yes <input checked="" type="radio"/> No

Add Product/Service?

☐ Yes

Business Name: *

Loccino's

Total Amount Reimbursed to this Business: *

\$ 10,000.00

Item (product/service)

Number of Items or Yes/No *

Tents, Igloos, Greenhouses	1
Outdoor propane heaters	0
Propane refill program	0
Plastic A-Frame sidewalk signs	0
Picnic tables, outdoor tables and seating	<input type="radio"/> Yes <input checked="" type="radio"/> No
Materials for construction (e.g., platforms, railings, ramps, outdoor seating, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
Electrostatic sprayers	0
Disinfectant solution	<input type="radio"/> Yes <input checked="" type="radio"/> No
Sanitation stations (fixed and portable)	0
Refill wipes and liquid hand sanitizer for sanitation stations	<input type="radio"/> Yes <input checked="" type="radio"/> No
Foot operated door pulls	0
General Personal Protective Equipment (PPE) and supplies	<input type="radio"/> Yes <input checked="" type="radio"/> No
Installation/setup of tents, Igloos, and greenhouses	<input checked="" type="radio"/> Yes <input type="radio"/> No
Labor to construct platforms, railings, ramps, outdoor seating, etc.	<input type="radio"/> Yes <input checked="" type="radio"/> No
Labor to install fixed location sanitation stations	<input type="radio"/> Yes <input checked="" type="radio"/> No
Technology related services or fees to upgrade websites and install apps for online ordering or delivery	<input type="radio"/> Yes <input checked="" type="radio"/> No
Technology related services or fees to install point of sale systems to minimize employee – customer contact	<input type="radio"/> Yes <input checked="" type="radio"/> No

\$250 Social District Permit Fee paid by business to the State in cities, villages and townships that have established a Social District under MCL 436.1551

☐ Yes ☒ No

Add Product/Service?

☐ Yes

Business Name:*

Loaded Dice

Total Amount Reimbursed to this Business:*

\$ 3,469.41

Item (product/service)

Number of Items or Yes/No*

Tents, Igloos, Greenhouses

0

Outdoor propane heaters

0

Propane refill program

0

Plastic A-Frame sidewalk signs

0

Picnic tables, outdoor tables and seating

☒ Yes ☐ No

Materials for construction (e.g., platforms, railings, ramps, outdoor seating, etc.)

☒ Yes ☐ No

Electrostatic sprayers

0

Disinfectant solution

☐ Yes ☒ No

Sanitation stations (fixed and portable)

0

Refill wipes and liquid hand sanitizer for sanitation stations

☐ Yes ☒ No

Foot operated door pulls

0

General Personal Protective Equipment (PPE) and supplies

☐ Yes ☒ No

Installation/setup of tents, Igloos, and greenhouses

☐ Yes ☒ No

Labor to construct platforms, railings, ramps, outdoor seating, etc.

☒ Yes ☐ No

Labor to install fixed location sanitation stations

☐ Yes ☒ No

Technology related services or fees to upgrade websites and install apps for online ordering or delivery

☐ Yes ☒ No

Technology related services or fees to install point of sale systems to minimize employee – customer contact

☐ Yes ☒ No

\$250 Social District Permit Fee paid by business to the State in cities, villages and townships that have established a Social District under MCL 436.1551

☐ Yes ☒ No

Add Product/Service?

☐ Yes

Business Name:*

Aldana's Mexican Grill

Total Amount Reimbursed to this Business:*

\$ 10,000.00

Item (product/service)

Number of Items or Yes/No*

Tents, Igloos, Greenhouses

0

Outdoor propane heaters

0

Propane refill program

0

Plastic A-Frame sidewalk signs

0

Picnic tables, outdoor tables and seating

☒ Yes ☐ No

Materials for construction (e.g., platforms, railings, ramps, outdoor seating, etc.)

☒ Yes ☐ No

Electrostatic sprayers

0

Disinfectant solution

☐ Yes ☒ No

Sanitation stations (fixed and portable)

0

Refill wipes and liquid hand sanitizer for sanitation stations

☐ Yes ☒ No

Foot operated door pulls

0

General Personal Protective Equipment (PPE) and supplies

☐ Yes ☒ No

Installation/setup of tents, Igloos, and greenhouses

☐ Yes ☒ No

Labor to construct platforms, railings, ramps, outdoor seating, etc.

☒ Yes ☐ No

Labor to install fixed location sanitation stations

☐ Yes ☒ No

Technology related services or fees to upgrade websites and install apps for online ordering or delivery

☐ Yes ☒ No

Technology related services or fees to install point of sale systems to minimize employee – customer contact

☐ Yes ☒ No

\$250 Social District Permit Fee paid by business to the State in cities, villages and townships that have established a Social District under MCL 436.1551

☐ Yes ☒ No

Add Product/Service?

☐ Yes

Business Reimbursement (Products and/or Services) Summary

Total dollar amount reimbursed to all businesses:

\$ 108,339.50

Funding Summary

Funding Summary

Public Body Name:

City of Troy

Public Body Address:

500 W Big Beaver Rd, Troy, MI 48084

Application ID Number:

10046RR

Acquisition and Reimbursement Funding Summary

In total, the Public Body received the following amount for acquisition and/or reimbursement.

\$ 230,000.00

Based on the information you've provided in this report, the total amount used for acquisition (purchase) and reimbursement for products and services is:

\$ 108,339.50

Please share information about the acquisition and/or reimbursement funding if your reported amount is more than the amount the Public Body received from Oakland County. Or feel free to provide additional information about the acquisition and/or reimbursement portion of the grant program.

Phase II of the Restaurant Relief Program enabled the City of Troy to provide much needed reimbursements to 16 restaurants, bars and cafes. The funds enabled these businesses to create or improve outdoor seating areas, purchase PPE and make needed technology improvements. The funds helped many of these businesses stay open and continue to operate during a critical time. The program also helped these businesses strengthen outdoor dining options, which will provide long term benefits to the business and community. We received very positive feedback from these businesses; they were very grateful for the assistance.

The City of Troy received 23 applications from businesses interested in participating in the program (23 businesses times a maximum of \$10,000 per business equals the \$230,000 initially requested). However, seven businesses dropped out of the program for a variety of reasons including a sale of the business, failure to provide adequate receipts, and business decisions to not proceed with program purchases. In addition, although several businesses initially requested the maximum allowable amount of \$10,000, actual eligible purchases amounted to less than the maximum allowable amount. The City of Troy will be refunding the difference back to Oakland County.

Community Contact

Community Contact

Public Body Name:

City of Troy

Public Body Address:

500 W Big Beaver Rd, Troy, MI 48084

Application ID Number:

10046RR

Contact information for the person submitting the report:

Name: *

Glenn Lapin

Title: *

Economic Development Specialist

Phone: *

(248) 524-3314

Email: *

g.lapin@troymi.gov

Additional Support

What additional support does your community need related to the ongoing impacts due to the pandemic?

A major concern going forward is the uncertainty related to the long term impacts of hybrid working and remote working on office properties, retail and restaurants. As leases end, it is likely that many businesses will reconsider how much office space they need, and sign leases for less space. Higher office vacancies will impact our commercial areas, and could hurt business for our retail and restaurants. Strategic thinking on how best to address these potential impacts is needed in partnership with the County and localities.







6775567
MEMBERSHIP

OPEN

Specials
2-11-2020
12:00-2:00 PM
\$5.99
2:00-4:00 PM
\$6.99
4:00-6:00 PM
\$7.99
6:00-8:00 PM
\$8.99
8:00-10:00 PM
\$9.99
10:00-12:00 AM
\$10.99

FIELD TRIP

Beth L Tashnick

Subject: FW: Water and Sewer**From:** Mark Bosler**Sent:** Monday, July 19, 2021 10:11 AM**To:** City Manager Distribution Group ;Scott J Carruthers**Subject:** Water and Sewer

To the City Manager and Operations Mgr. –

Knowing that you typically only hear from residents when there is a complaint, I thought that I would pass along a compliment that the City's drain and sewer system appears to have weathered the recent storms in the area with excellent results. I attribute this to proactive vigilance in maintaining the City's drain and sewer system, as I have noticed significant upgrades to the system near my home and also have seen city workers out with equipment regularly clearing drains. Many accolades to you for being responsive and taking the steps needed to maintain and improve the system on a regular basis and before being hit with storms that put other cities in crisis mode.

Mark Bosler