



# **CITY COUNCIL**

## **REGULAR MEETING**

### **AGENDA**

**AUGUST 30, 2021**  
CONVENING AT 7:30 P.M.

**Submitted By**  
**The City Manager**

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***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](mailto:clerk@troymi.gov) at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.***

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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](mailto: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)

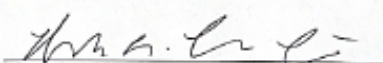
2. Any City Council member may detail a suspected violation of this Code of Ethics by another City Council member, and forward this to the Troy City Council for action. The accused City Councilmember shall have an opportunity to respond to the allegations. If after considering all of the information, 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 9<sup>th</sup> 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

August 30, 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](http://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 Legislative Update (*Presented by: Representative Padma Kuppa*) 1

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D-1 No Carryover Items 1

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E-1 No Public Hearings 1

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- I-4 Bid Waiver – Emergency Vehicle Preemption - Opticom GPS System (*Introduced by: Chuck Riesterer, Fire Chief*) 9
- I-5 Bid Waiver – Bauer Breathing Air Compressor Purchase – Fire Department (*Introduced by: Chuck Riesterer, Fire Chief*) 9
- I-6 Request to Retain Miller Canfield for Tax Issues (*Introduced by: Lori Grigg Bluhm, City Attorney*) 10
- I-7 Budget Amendment and Standard Purchasing Resolution 4: H-GAC Cooperative Purchase – Storm Water Global Pump (*Introduced by: Scott Carruthers, Streets and Drains Operations Manager*) 10
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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 #2021-08-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of \_\_\_\_\_ at the Regular City Council Meeting of August 30, 2021, due to \_\_\_\_\_.

Yes:

No:

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

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**C-1** Legislative Update (*Presented by: Representative Padma Kuppa*)

**D. CARRYOVER ITEMS:**

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**D-1** No Carryover Items

**E. PUBLIC HEARINGS:**

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**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:

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:**

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**H-1 No Postponed Items**

### **I. REGULAR BUSINESS:**

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

**a) Mayoral Appointments: None**

**b) City Council Appointments: None**

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**I-2 Board and Committee Nominations: a) Mayoral Nominations – 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 #2021-08-

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:

**Downtown Development Authority**

Appointed by Mayor  
13 Regular Members  
4 Year Term

**Current Members:**

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 2
Baker	Ethan		11/13/2023	At Large	City Council exp. 11/13/23; 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

**Nominations to the Downtown Development Authority:**

**Term Expires: 9/30/2022**

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

**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	Resigned 8/20/2021
Liu	Allison	10/1/2022	7/31/2022	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	
Swaminathan	Sharanya		7/31/2022	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:  
10/30/2022**

Term currently held by: Kaitlin Hao – Resigned 8/20/2021

**Unexpired Term Expiring:  
10/30/2023**

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

**Term Expires: 10/30/2023**

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

**Interested Applicants:**

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

**Local Development Finance Authority (LDFA)**

Appointed by Mayor  
5 Regular Members  
Staggered 4 Year Term

**Current Members:**

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 2
Baker	Ethan		11/13/2023	Alternate; City Council	City Council exp. 11/13/2023; DDA; GTAC, LDFA
Beltramini	Robin	7/17/2021	6/30/2022	Resident Member	Charter Rev Comm exp 4/30/2022
Hodorek	Ellen		11/8/2021	Alternate; City Council	City Council 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 4/30/2024
Yu	Fu-Shin	8/20/2021	

Yes:

No:

**b) City Council Nominations:**

Suggested Resolution

Resolution #2021-08-

Moved by

Seconded by

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

**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:

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### I-3 Request for Closed Session

#### Suggested Resolution

Resolution #2021-08-

Moved by

Seconded by

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

Yes:

No:

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### I-4 Bid Waiver – Emergency Vehicle Preemption - Opticom GPS System (*Introduced by: Chuck Riesterer, Fire Chief*)

#### Suggested Resolution

Resolution #2021-08-

Moved by

Seconded by

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **APPROVES** a contract for the purchase of the Opticom GPS System Equipment from the sole authorized dealer *Carrier & Gable, Inc. of Farmington Hills, MI*, for an estimated total cost of \$281,342 as detailed in quote #36568.

Yes:

No:

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### I-5 Bid Waiver – Bauer Breathing Air Compressor Purchase – Fire Department (*Introduced by: Chuck Riesterer, Fire Chief*)

#### Suggested Resolution

Resolution #2021-08-

Moved by

Seconded by

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to the only authorized distributor for Bauer compressors in Michigan, *Breathing Air Systems of Reynoldsburg, OH*, for the purchase and installation of a Bauer air compressor and fill station at Fire Station 6 for an estimated total cost of \$34,438.84.

Yes:

No:

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**I-6 Request to Retain Miller Canfield for Tax Issues (Introduced by: Lori Grigg Bluhm, City Attorney)**

Suggested Resolution

Resolution #2021-08-

Moved by

Seconded by

RESOLVED, That Troy City Council **DETERMINES** that the public interest will be best served by continuing the engagement of Miller Canfield attorneys Gary R. Glenn, at \$600 per hour, and Samantha A. Kopacz, at \$470 per hour, plus costs, to assist the City with tax analysis and strategy recommendations for future action by the Troy City Council, and due to unanticipated developments, the total cost of the engagement will exceed the \$10,000 purchasing threshold.

BE IT FURTHER RESOLVED, That the City Attorney **WILL SERVE** as the City liaison, so that the attorney work product is protected from disclosure until such time as the proposed recommendations are presented to the Troy City Council for future action.

Yes:

No:

---

**I-7 Budget Amendment and Standard Purchasing Resolution 4: H-GAC Cooperative Purchase – Storm Water Global Pump (Introduced by: Scott Carruthers, Streets and Drains Operations Manager)**

Suggested Resolution

Resolution #2021-08-

Moved by

Seconded by

RESOLVED, That the Troy City Council hereby **AWARDS** a contract to *Mersino Dewatering Inc. dba Global Pump of Davison, MI*, for the purchase of one (1) 6GST Global Standard Trash Pump for an estimated total cost of \$50,810.37 at prices detailed in the quote and as per the H-GAC Purchasing Cooperative Contract #CMO2-21.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment in the amount of \$50,900 to the Streets General Equipment Capital Fund.

Yes:

No:

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**I-8 Budget Amendment and Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Trails and Pathway Paving - Phase 3 Jaycee Park, and Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Trails and Pathway**

– **Construction Management** (*Introduced by: Kurt Bovensiepe, Public Works Director*)

Suggested Resolution

Resolution #2021-08-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **AWARDS** a contract to install the third phase of the Troy Trail in Jaycee Park to the low bidder meeting specification; *WCI Contractors, Inc. of Detroit, MI*, at unit prices contained in the bid tabulation opened August 12, 2021, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with an estimated total cost of \$856,561 and a 15% contingency not to exceed amount of \$128,484.15.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** expending budgeted capital funds to *Anderson, Eckstein, and Westrick, Inc. (AEW) of Shelby Township, MI*, for the construction management of a trail and pathway at Jaycee Park for an estimated total cost of \$97,301 not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment in the amount of \$332,400 to the Park Development- Land Improvements Trails and Pathways Capital Fund.

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

Yes:

No:

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**I-9 Budget Amendment – Town Center Open Space Roll-Over Funds From Fiscal Year 2021** (*Introduced by: Kurt Bovensiepe, Public Works Director*)

Suggested Resolution

Resolution #2021-08-

Moved by

Seconded by

RESOLVED, That the Troy City Council hereby **APPROVES** a roll over budget amendment of \$150,000 to the 2022 Fiscal Year Capital Fund- Park Development-Land Improvements Civic Center Park.

Yes:

No:

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**I-10 Award Standard Purchasing Resolution 8: Best Value Award - Retreat Facilitator** (*Introduced by: Robert J. Bruner, Assistant City Manager*)

Suggested Resolution

Resolution #2021-08-  
Moved by  
Seconded by

RESOLVED, That Troy City Council hereby **AWARDS** a contract to provide Retreat Facilitation Services to *The Leadership Group LLC of Walled Lake, MI*, as detailed in the attached proposal response and bid tabulation for a not to exceed amount of \$20,250; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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

BE IT FINALLY RESOLVED, That the Troy City Council hereby **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the Agreement; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:  
No:

## **J. CONSENT AGENDA:**

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

Suggested Resolution  
Resolution #2021-08-  
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:

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### **J-1b Address of "J" Items Removed for Discussion by City Council**

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### **J-2 Approval of City Council Minutes**

Suggested Resolution  
Resolution #2021-08-

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

- a) City Council Minutes-Draft – August 9, 2021

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### **J-3 Proposed City of Troy Proclamations:**

Suggested Resolution

Resolution #2021-08-

- a) Proclamation to Celebrate Troy Resident and Miss India USA 2021 Winner Vaidehi Dongre
- b) Proclamation for National Recovery Month – September 2021
- c) Proclamation to Declare September 2021 as National Suicide Prevention Awareness Month in the City of Troy
- d) Proclamation to Recognize Patriot Week – September 11-17, 2021
- e) Proclamation for International Day of Peace – September 21, 2021

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**J-4 Standard Purchasing Resolutions:**

- a) **Standard Purchasing Resolution 2: Award to Sole Bidder Meeting Specifications – As Needed Painting Services**

Suggested Resolution

Resolution #2021-08-

RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract with two (2) one-year renewal options to provide Painting Services on an as needed basis not to exceed budgetary limitations to the sole bidder meeting specifications; *Arisko Contracting Group, Inc. of Fraser, MI*, at unit prices contained in the bid tabulation opened August 12, 2021; a copy of which shall be **ATTACHED** to the original Minutes of this meeting; contract to expire June 30, 2024.

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.

- b) **Standard Purchasing Resolution 4: State of Michigan MiDeal Purchasing Cooperative – Felling Dump Trailer - DPW**

Suggested Resolution

Resolution #2021-08-

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *AIS Construction Equipment Company of New Hudson, MI*, for the purchase of one (1) Felling Dump Trailer model FT-12 DT HD, for an estimated total cost of \$15,473.39 as per the MiDeal Cooperative Purchasing contract #071B7700090.

- c) **Standard Purchasing Resolution 4: MiDeal Cooperative Purchasing Program – Motorola APX Radios and Accessories – Fire Department**

Suggested Resolution

Resolution #2021-08-

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *Motorola Solutions, Inc. of Schaumburg, IL* for the

purchase of Motorola APX6000XE Portable Radios and Accessories as detailed in the **ATTACHED** quote as per the MiDeal Cooperative Purchasing Contract #190000001544 for an estimated cost of \$101,656.04, and **GRANTS AUTHORIZATION** to pay \$3,250 to Oakland County/State of Michigan for user connection fees for an estimated total cost of \$104,906.04.

**d) Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Sidewalk Replacement and Installation Program, and Manhole Rehabilitation**

Suggested Resolution  
Resolution #2021-08-

RESOLVED, That in the best interest of the City, Troy City Council hereby **AWARDS** a one (1) year contract with the option to renew for two (2) additional years to the lowest qualified bidder meeting specifications, *Merlo Construction of Milford, MI*, to provide Sidewalk Replacement Services not to exceed budgetary limitations at the unit prices as detailed in the bid tabulation opened August 12, 2021, a copy of which shall be **ATTACHED** to the original Minutes of this meeting and as detailed below by year; with the contract expiring June 30, 2024.

<u>1 Year Contract</u>	<u>Amount</u>
Contract year 1	\$ 500,000.00
Year 1 Renewal	\$ 500,000.00
Year 2 Renewal	\$ 500,000.00
Total for 3-year contract	\$1,500,000.00

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

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**J-5 Fiscal Year 2022 Municipal Credit and Community Credit Contract**

Suggested Resolution  
Resolution #2021-08-

RESOLVED, That Troy City Council hereby **APPROVES** the agreement between the Suburban Mobility Authority for Regional Transportation (SMART) and the City of Troy for the Municipal Credit and Community Credit Agreement, which will be used for the Troy RYDE transportation service, and the Mayor and City Clerk are **AUTHORIZED** to execute the necessary documents; a copy of this agreement shall be **ATTACHED** to the original Minutes of this meeting.

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**J-6 Jack B. Wolfe v City of Troy**

Suggested Resolution  
Resolution #2021-08-

RESOLVED, That Troy City Council hereby **AUTHORIZES** and **DIRECTS** the City Attorney to represent the City of Troy in any and all claims and damages in the matter of *Jack B. Wolfe v Troy* (Case No. 2021-189230-CZ).

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the City Attorney to pay necessary costs and fees in the defense of the action.

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**J-7 Firework Display Permit – St. Joseph Chaldean Catholic Church “Feast of the Holy Cross Celebration**

Suggested Resolution  
Resolution #2021-08-

RESOLVED, That Troy City Council hereby **ISSUES** a firework permit to St. Joseph Chaldean Catholic Church, for the public display of consumer grade fireworks at 2442 E Big Beaver Rd., Troy, Michigan, for the annual celebration “Feast of the Holy Cross” on Tuesday September 14, 2021.

BE IT FURTHER RESOLVED, That the Troy Fire Department **WILL INSPECT** the fireworks to be displayed in advance, they **WILL REVIEW** the proposed discharge location(s) and site, and **MAY TAKE ANY ACTION** to assure safety and compliance with applicable codes and standards for such a fireworks display.

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**J-8 Firework Display Permit – 2021 Troy Family Daze Festival**

Suggested Resolution  
Resolution #2021-08-

RESOLVED, That Troy City Council hereby **ISSUES** a firework permit to *Great Lakes Fireworks, LLC of Eastpointe, Michigan*, for the public display of fireworks at 3179 Livernois, Troy, Michigan, for the annual festival celebration sponsored by North Woodward Community Foundation / Troy Family Daze Festival on Saturday September 18, 2021, with a rain date of Sunday September 19, 2021.

BE IT FURTHER RESOLVED, That the Troy Fire Department **WILL INSPECT** the fireworks to be displayed in advance, and **WILL ALSO REVIEW** the proposed discharge location(s) and site, and **MAY TAKE ANY ACTION** to assure safety and compliance with applicable codes and standards for such a firework display.

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**J-9 Contract Amendment – Website Design Services**

Suggested Resolution  
Resolution #2021-08-

RESOLVED, That Troy City Council hereby **APPROVES** an amendment to the contract with *Revize of Troy, MI*, to include the interactive fillable forms feature and site map updates for a one- time estimated cost of \$7,370 and ongoing maintenance, support, updates, and web hosting for an estimated annual cost of \$10,400.



**K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:**

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**K-1 Announcement of Public Hearings: None Submitted**

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

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**L. COUNCIL REFERRALS:**

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

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**L-1 No Council Referrals**

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**M. REPORTS:**

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**M-1 Minutes – Boards and Committees:**

- a) Election Commission-Final – January 29, 2021
  - b) Retiree Healthcare Benefits Plan & Trust-Draft – May 12, 2021
  - c) Volunteer Firefighters' Incentive Plan & Trust Board of Trustees-Final – May 12, 2021
  - d) Employees' Retirement System Board of Trustees-Final – June 9, 2021
- 

**M-2 Department Reports: None Submitted**

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**M-3 Letters of Appreciation:**

- a) From Allan Salyer Regarding Road Repairs
  - b) From Sabah Ammouri Regarding Excellent Customer Service
  - c) From Chuck Whittall Regarding Excellent Customer Service
- 

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

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**M-5 Notice of Hearing for the Gas Customers of Consumers Energy Company - Case No. U-20542**

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**M-6 Notice of Hearing for the Gas Customers of DTE Gas Company - Case No. U-20544**

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**M-7 Notice of Hearing for the Electric Customers of DTE Electric Company - Case No. U-21010**

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**N. COUNCIL COMMENTS:**

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**N-1 No Council Comments**

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**O. CLOSED SESSION**

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**O-1** Closed Session

**P. ADJOURNMENT:**

Respectfully submitted,

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

Mark F. Miller  
City Manager

**2021 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:**

November 13, 2021 ..... Special (Strategic Planning)

**2021 SCHEDULED REGULAR CITY COUNCIL MEETINGS:**

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



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

Date: August 30, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Rob Maleszyk, Chief Financial Officer  
Lisa Burnham, Controller  
Kurt Bovensiep, Public Works Director  
Richard Riesterer, Fire Chief  
Peter Hullinger, Assistant Fire Chief  
Emily Frontera, Purchasing Manager

Subject: Bid Waiver – Emergency Vehicle Preemption – Opticom GPS System

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### History

The Troy Fire Department began implementing emergency vehicle preemption (EVP) circa 1975. This was accomplished with electronic, infrared emitters on fire apparatus and staff vehicles, coupled with receivers located at traffic signals, at numerous intersections throughout the city. Additionally, EVP emitters have been added to Paramedic First Response vehicles over the last 15+ years. EVP allows emergency response vehicles, which are equipped with such emitters, to change traffic signals to green in their favor, thereby reducing the likelihood of right angle, broadside collisions. These collisions result when entering the intersection against a red signal. EVP increases the safety of our responders and the motoring public. And, it improves the response time of responders.

Since its inception, EVP in Troy has made use of the Opticom infrared (IR) technology, changing traffic signals one-at-a-time via line of sight IR light waves. While this method has proven effective over the years, the technology is limited in that there must be a clear line of sight between the vehicle emitter and the traffic signal receiver. Receivers require continual maintenance (cleaning and realignment) through efforts provided by the Road Commission for Oakland County (RCOC).

Global Traffic Technologies' Opticom Managed Services offers an improved GPS-based technology to change traffic signals. GPS radio does not require line of sight to operate effectively. It also does not require on-going maintenance to clean and realign receivers. The radio transmitters and receivers are designed to interface with GPS to determine an approaching emergency vehicle's speed. Based upon direction of travel as determined by GPS, the system can anticipate which traffic signal(s) to change next, clearing the intersection of traffic ahead of the emergency vehicle. Such technology also allows for smarter, more efficient, EVP with minimal disruption to traffic. By using the GPS based system, the RCOC is able to more quickly restore the traffic pattern, and efficiently restore traffic flow through our community.

The majority of intersections in the City of Troy have already been upgraded to the new technology, with outstanding results. This purchase would finish the city-wide upgrade from the old infrared system to the new GPS Opticom.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## **CITY COUNCIL AGENDA ITEM**

### **Purchasing**

Staff is recommending the bid process be waived to allow the purchase of the Opticom GPS equipment from *Carrier & Gable, Inc. of Farmington Hills, MI*, the only authorized dealer in Michigan for *Global Traffic Technologies*, the manufacturer of the Opticom GPS equipment, for an estimated total cost of \$281,342 as detailed in the attached quote #36568.

### **Financial**

Funds are budgeted and available in the Fire Department General Equipment Capital Fund under Project Number 2022C0018 for the 2022 fiscal year. Expenditures will be charged to account number 401.336.338.7978.035.

### **Recommendation**

City management recommends waiving the bid process and awarding a contract to *Carrier & Gable, Inc. of Farmington Hills, MI*, the sole source provider of Opticom in Michigan, for the GPS Opticom System for an estimated total cost of \$281,342.00.



# CARRIER & GABLE, INC.

24110 Research Drive  
Farmington Hills, MI 48335  
(248) 477-8700 (248) 473-0730 • FAX

[www.carriergable.com](http://www.carriergable.com)

## SALES QUOTE

Page: 1

Sales Quote 36568  
Sales Quote Date: 7/20/2021  
Expires On: 8/20/2021  
Customer ID: 2110  
SalesPerson: Terry Martin  
Terms: NET 30 DAYS

### Sell

To: TROY, CITY OF, FIRE DEPARTMENT  
PETER HULLINGER  
500 W. BIG BEAVER  
TROY, MI 48084

### Ship

To: TROY, CITY OF, FIRE DEPARTMENT  
PETER HULLINGER  
500 W. BIG BEAVER  
TROY, MI 48084

### ALL VALUES STATED IN U.S. DOLLARS

Bid Item No.:  
Shipment Within: STOCK TO 6 WEEKS ARO  
Shipping Terms:  
Project No.:  
Intersection: OPTICOM GPS CONTINUATION  
Project City:  
Project County:  
Sheet:  
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
151OPTICOMGPSMICH	OPTICOM GPS ASSEMBLY		41	6,862.00	281,342.00
100-1005	C&G TECH SERVICES - SEE DESCRIPTION BELOW		41		
151-2500	RADIO, OPTICOM GPS MDL 3100		41		
151-3500	AUXILIARY INTERFACE PANEL, MODEL 768		41		
151-0764	PHASE SELECTOR, 4 CH 764		41		
151-0760	CARD RACK, W/ P1 HARNESS 760		41		
151-3400	CABLE, GPS INSTALLATION, 500'		10		
103-7658	FOOT, WD/STL 1.25" HOLE U1158 BLK .75" MH		41		
103-9045P33	BRACKET, SOP, 36" W/REDUCER, BSH, ALM		41		
103-7616	PLUG, 1.25" FOR U1158 FOOT BLACK		41		
***** END of KIT *****					

Amount Subject to Sales Tax 0  
Amount Exempt from Sales Tax 281,342.00

**Subtotal: 281,342.00**  
Invoice Discount: 0.00  
Total Sales Tax: 0.00  
**Total: 281,342.00**



## CITY COUNCIL AGENDA ITEM

Date: August 30, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Rob Maleszyk, Chief Financial Officer  
Lisa Burnham, Controller  
Richard Riesterer, Fire Chief  
Peter Hullinger, Assistant Fire Chief  
Emily Frontera, Purchasing Manager

Subject: Bid Waiver – Bauer Breathing Air Compressor Purchase – Fire Department

---

### **Background**

Each fire station has been equipped with a stationary breathing air compressor and fill station for over 25 years. These systems are necessary to refill the breathing air cylinders of the firefighter's self-contained breathing apparatus (SCBA). Firefighters are required to wear an SCBA, for respiratory protection, whenever encountering immediately dangerous to life and health (IDLH) atmospheres. Once the cylinder of the SCBA is below a certain point, it must be refilled from an approved, certified breathing air compressor. This process ensures harmful contaminants are removed such as: carbon monoxide (CO) and nitrogen. During emergency incidents, this refilling procedure is typically performed by the department's truck-mounted mobile air compressor, better known as an air tender. Often times, however, these air cylinders are filled at the fire station after incidents, such as after car fires or training evolutions, where the air tender is not present.

These stationary breathing air compressors in the fire stations have extensive filtering and air monitoring equipment to make sure that the air meets all necessary quality air requirements. The air in these SCBA cylinders is different than "normal" breathing air. It is "compressed" to 4,500 PSI, in order to provide 20-30 minutes of breathing. It is scrubbed of contaminants, and processed through a dryer. The air must be very dry when pressurized into a cylinder. Otherwise, the residual moisture content could freeze control lines and cause the unit to fail.

The Fire Department historically has had a service contract with various vendors over the years, to maintain and repair all of our breathing air compressors. Air quality is tested, and any needed repairs and adjustments are made on a quarterly basis.

### **Purchasing**

Maintaining a breathing air compressor and fill station at each fire station is vital to our emergency operation plan. Personnel at the fire stations often train at simultaneous times/days. And due to their status as volunteers, they can train at non-standard times. These SCBA units are required to be available to firefighters 24/7/365. As previously mentioned, the air tender is not at every call where



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

### **Purchasing (continued)**

SCBA may be expended. It is important, therefore, that when a firefighter needs to refill an SCBA cylinder, they are not restricted or delayed. Maintaining breathing air compressors and fill stations at each of our fire stations ensures that SCBA will be maintained in a constant state of readiness. Extensive research was completed, and the Bauer fill station was identified as the best option. *Bauer Compressor of Norfolk, VA*, is the industry leader in breathing air compressor systems. They have an extensive track record for quality and expertise in the industry.

The Fire Department has received a quote for \$34,438.84, from *Breathing Air Systems of Reynoldsburg, OH*, to replace and install a new compressor and fill station at Fire Station #6. *Breathing Air Systems of Reynoldsburg, OH* is the authorized sole-source distributor of the Bauer fill station, and the Fire Department's current contracted service provider. A copy of the quote and the specification information is attached.

### **Financial**

Funds are budgeted and available in the Fire Department Building and Improvements Capital Fund under project number 2022C0026 for the fiscal year 2022. Expenditures will be charged to account number 401.336.344.7975.080.

### **Recommendation**

City Management recommends waiving the bid process and awarding a contract to *Breathing Air Systems of Reynoldsburg, OH* for the purchase and installation of one (1) new *Bauer* air compressor and fill station at Fire Station 6 for an estimated total cost of \$34,438.84 as detailed in the attached quote.





8855 E BROAD ST  
REYNOLDSBURG, OH 43068

## SALES & SERVICE CENTERS

SALES@BREATHINGAIR.COM | SERVICE@BREATHINGAIR.COM

OHIO - CORP HQ  
614.864.1235

INDIANA/KENTUCKY  
614.986.1025

NORTH CAROLINA  
336.674.0749

PENNSYLVANIA  
412.564.5756

FLORIDA  
352.629.7712

MICHIGAN  
517.786.4060

TENNESSEE  
423.634.3184

ILLINOIS  
217.768.4408



a Subsidiary of Breathing Air Systems

210 LABRADOR DR.  
RANDELMAN, NC 27317

WWW.BREATHINGAIR.COM

THE NATION'S LARGEST DISTRIBUTORS OF



## Quote

Page 1 of 3

Breathing Air Systems  
8855 E Broad Street  
Reynoldsburg OH 43068  
United States

**Requested By: Eric Emmons**  
**Title:**  
**Email: Eric.emmons@troymi.gov**  
**Phone: (248) 524-3417**

**Date** 07/08/2021  
**Quote #** QUO-OH3423  
**Customer ID** 700134

**Expires** 09/06/2021

**Terms** Net 30

**Shipping Method** LTL Motor Freight

**FOB**

**Est Delivery Time**

### Bill To

TROY FIRE DEPT  
500 W. BIG BEAVER  
TROY MI 48084  
United States

### Ship To

Eric Emmons  
PO2021-00000120  
TROY FIRE DEPT  
6399 JOHN R  
Troy MI 48084  
United States

Sales Rep: Patrick Linn  
Sales Rep Email: plinn@breathingair.com  
Sales Rep Phone: (614) 986-1015

A 3% CREDIT CARD CONVENIENCE FEE WILL BE ADDED TO ALL ORDERS AT TIME OF FULFILLMENT FOR ALL CREDIT CARD TRANSACTIONS EXCEEDING \$1,200.00. A WIRE FEE OF \$45.00 WILL BE ADDED TO ALL ORDERS PAID BY WIRE.

**NOTE:** Our quotes do not include the offloading, uncrating, or placement of compressors or fill stations. Customers are responsible for the wiring to or into an electrical compressor and to the electrical supply. Warranty is as proposed.

Item	Quantity	Description	Rate	Amount	Tax Rate
LEGACY-13-E3	1	<p>VERTECON 13CFM 6KPSI 10HP Bauer Open Vertical Compressor/Purifier configured for 13.0 scfm, 6000 psig, 4-stage compressor, 10 hp, three phase motor and 67,000 scf capacity purifier, integrated purification system that meets NFPA 1989 requirements for firefighting and CGA Grade E air for SCUBA, purifier includes steel mechanical separator chamber, as well as purifier safety vent port to prevent operating system w/o cartridge. Standard with Bauer long-life, well-cooled, oil-pressure lubricated compressor block with stainless steel intercoolers, high-temperature &amp; low oil pressure shutdowns. Mounted pressure gauges for oil, final stage and purifier. Includes PLC , lighted on/off switch, hour meter, emergency stop button, safety over-time timer, motor controls/protection and UL-rated electrics.</p> <p>AUTO CONDENSATE DRAIN SYSTEM -Timed automatic drain, includes silencer and collection reservoir and user display indicator if "full".</p>	22,855.00	22,855.00	



8855 E BROAD ST  
REYNOLDSBURG, OH 43068

**SALES & SERVICE CENTERS**  
**SALES@BREATHINGAIR.COM | SERVICE@BREATHINGAIR.COM**

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614.986.1025

**NORTH CAROLINA**  
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**PENNSYLVANIA**  
412.564.5756

**FLORIDA**  
352.629.7712

**MICHIGAN**  
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**TENNESSEE**  
423.634.3184

**ILLINOIS**  
217.768.4408



a Subsidiary of Breathing Air Systems

210 LABRADOR DR.  
RANDELMAN, NC 27317

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**THE NATION'S LARGEST DISTRIBUTORS OF**



## Quote

Page 2 of 3

Breathing Air Systems  
8855 E Broad Street  
Reynoldsburg OH 43068  
United States

**Date** 07/08/2021  
**Quote #** QUO-OH3423  
**Customer ID** 700134

Item	Quantity	Description	Rate	Amount	Tax Rate
		MTD INTERSTAGE PRESSURE GAUGES SECURUS PURIFIER MONITOR SYSTEM - Built-in, continuous monitor for purification cartridges. - Includes user display indicators for "safe", "high moisture", "cartridges expired" and "contact fault". - Automatic system shutdown for faults; fail-safe (can not be over-ridden); no warm up required. - Can extend the purifier cartridge's useable life.			
BAS218S	1	Monitor, Carbon Monoxide, Includes control panel and test gas	2,575.00	2,575.00	
CFS5.5-1SX4X 4	1	Fill Station - BAUER- Class 2. Independently tested containment fill station meets NFPA 1901. Fills one SCBA cylinder and has four cascade controls with valves and gauges. Features cylinder scuff guard - fill control panel with adjustable regulator - SCBA fill connection - side mounted cascade control panel - Fill hose with bleed valve and safety door interlock.	11,158.05	11,158.05	
Subtotal				36,588.05	
Discount 15%			-15.00%	-5,488.21	
Labor	20	Service Labor- per hour	119.00	2,380.00	
SLP-HP-WITH START-UP	1	Single High Pressure Air Test Kit to be taken at time of start-up by Breathing Air Service Technician.	128.00	128.00	



8855 E BROAD ST  
REYNOLDSBURG, OH 43068

**SALES & SERVICE CENTERS**  
**SALES@BREATHINGAIR.COM | SERVICE@BREATHINGAIR.COM**

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614.864.1235

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614.986.1025

**NORTH CAROLINA**  
336.674.0749

**PENNSYLVANIA**  
412.564.5756

**FLORIDA**  
352.629.7712

**MICHIGAN**  
517.786.4060

**TENNESSEE**  
423.634.3184

**ILLINOIS**  
217.768.4408



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210 LABRADOR DR.  
RANDELMAN, NC 27317

**WWW.BREATHINGAIR.COM**

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## Quote

Page 3 of 3

Breathing Air Systems  
8855 E Broad Street  
Reynoldsburg OH 43068  
United States

**Date** 07/08/2021  
**Quote #** QUO-OH3423  
**Customer ID** 700134

Item	Quantity	Description	Rate	Amount	Tax Rate

**Subtotal** 33,607.84  
**Shipping Cost (LTL Motor Freight)** 831.00  
**Total** \$34,438.84

ALL QUOTES ARE VALID FOR A MAXIMUM OF 60 DAYS.

PAYMENT TERMS: INVOICES ARE SUBJECT TO LATE CHARGES AT THE RATE OF 1.5% PER MONTH (ANNUAL 18%).

ALL PARTS RETURNS OR EXCHANGES MUST BE COMPLETED WITHIN 45 DAYS FROM INVOICE DATE. ALL RETURNS REQUIRE A RETURN MERCHANDISE AUTHORIZATION. ALL RETURNS ARE SUBJECT TO A 15% RESTOCKING FEE.

SHIPPING CHARGES WILL BE ADDED WHEN ORDERS ARE FULFILLED.

NOTE: PAYMENTS BY CREDIT CARD WILL INCUR A CONVENIENCE FEE TOTALING 3.0% OF THE INVOICE TOTAL ON ALL TRANSACTIONS EXCEEDING \$1,200.00.

Quote Approved By: \_\_\_\_\_ (Print Name)

Approved By Signature: \_\_\_\_\_

Approved Date: \_\_\_\_\_



QUO-OH3423



## CITY COUNCIL AGENDA ITEM

Date: August 24, 2021

To: Honorable Mayor and Troy City Council Members

From: Lori Grigg Bluhm, City Attorney

Subject: Request to Retain Miller Canfield for Tax Issues

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Tax law is one of those areas of practice where our office receives assistance from outside legal counsel, since this is a unique specialty of law. City Administration recently requested assistance from well- renowned and experienced tax experts from Miller Canfield to help with a complicated project to analyze and develop possible legal strategies, which once finalized, would be presented to the Troy City Council for proposed action. The employment of professional services is an exception to the competitive bid requirement, allowing for the retention of individuals who have unique and desirable attributes that will best serve the City. However, when the cost will exceed the purchasing threshold of \$10,000, City Council action is required.

Miller Canfield attorneys Gary R. Glenn and Samantha A. Kopacz have already provided invaluable analysis and advice for this project, but the project is not yet complete, because of unexpected developments. In light of the extensive work already completed, City Administration recommends the continued retention of Miller Canfield for the completion of legal analysis and strategy recommendations. In order to protect the attorney work product privilege, I am happy to continue as the City liaison.

A resolution has been proposed for your consideration.



500 West Big Beaver  
Troy, MI 48084  
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I-07

## CITY COUNCIL AGENDA ITEM

Date: August 30, 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  
Scott Carruthers, Streets and Drains Operations Manager  
Emily Frontera, Purchasing Manager

Subject: Budget Amendment and Standard Purchasing Resolution 4: H-GAC Cooperative Purchase – Storm Water Global Pump

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### **History**

- The Streets and Drains Division maintains 546 miles of storm drainage pipe and 148 storm water retention ponds for the City of Troy.
- In recent years, Troy has experienced extremely high amounts of rainfall that have overwhelmed the stormwater sewer system, causing flooding of roads and both public and private properties.
- During periods of heavy rainfall, bypass pumping is periodically required to control flooding.
- The ability to pump large amounts of water as efficiently as possible is critical in emergency flooding situations for public safety and mitigating flood concerns.
- The 6" pump the Streets and Drains Division currently uses is shared with the Water Division and is frequently needed during the same high-volume rainfall events.
- Purchasing this pump will improve our readiness to respond to flooding concerns especially with increasing occurrences of high-volume rainfall events.
- Although the Streets and Drains Division makes every effort to predict its equipment needs for the upcoming year through the budget process, this year's rain events have caused management to reconsider these needs outside of the regular budget process.

### **Purchasing**

- After careful consideration, the 6" 6GST Global Standard Trash Pump is the pump that will allow the Streets Division to effectively conduct emergency bypass pumping operations to mitigate flooding in intense storms that produce excessive rainfall amounts.
- Pricing for the 6GST Global Standard Trash Pump has been secured from *Mersino Dewatering Inc., dba Global Pump, of Davison, MI* through the Houston Galveston Area Council (H-GAC) Cooperative Purchasing Program Contract #CM02-21 for an estimated total cost of \$50,810.37 as per the attached proposal dated 8/6/2021.
- City Council authorized participation in the Cooperative Purchasing Program on November 9, 2020 (Resolution #2020-11-165-J-8)



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## CITY COUNCIL AGENDA ITEM

### **Financial**

This purchase will require a budget amendment to the Streets General Equipment Capital Fund in the amount of \$50,900 for the 2022 Fiscal year. Expenditures will be charged to account 401.447.479.7978.010 under project #2022C0033.

### **Recommendation**

City management recommends awarding a contract to *Mersino Dewatering Inc. dba Global Pump of Davison, MI* for an estimated total cost of \$50,810.37 as detailed in the attached quote and as per the H-GAC Cooperative Purchasing Contract #CM02-21. City management also requests approval of a budget amendment to the Streets General Equipment Capital Fund in the amount of \$50,900.



**CONTRACT PRICING WORKSHEET**  
For Standard Equipment Purchases

Contract  
No.:

CM02-21

Date  
Prepared:

8/6/2021

**This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.**

Buying Agency:		Contractor:	Mersino Dewatering Inc. (dba Global Pump)
Contact Person:		Prepared By:	Shawn Tandy
Phone:		Phone:	810-658-3472
Fax:		Fax:	
Email:		Email:	Shawn.Tandy@Mersino.com

Product Code:	CM21GA02	Description:	Model 6GST, 6" x 6" Automatic-priming pump, 74HP Tier 4 Kubota V3800RI74T diesel engine, Trailer
---------------	----------	--------------	--

**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** 41793.15

**B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable**  
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
GA26 - Freight	200		0
GA70 - 6" x 10' QD HD Suction Hose (QTY 3)	1143		
GA125 - 6" QD 90 Deg. Elbow (QTY 1)	108.04		
GA100 - 6" X 50' QD Red MD 2ply Layflat Hose (QTY 6)	2316.18		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	3767.22

**C. Unpublished Options - Itemize below - Attach additional sheet if necessary**  
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Hose Racks	4000		
Fitting Basket	1250		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	5250

**Check:** Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 12%

**D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)**

Quantity Ordered:	1	X Subtotal of A + B + C:	50810.37	=	Subtotal D:	50810.37
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**E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges**

Description	Cost	Description	Cost
		Subtotal E:	0

**Delivery Date:** **F. Total Purchase Price (D+E):** 50810.37





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I-08

## CITY COUNCIL AGENDA ITEM

Date: August 30, 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: Budget Amendment & Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Trail and Pathway Paving - Phase 3 Jaycee Park  
Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds - Trails and Pathway- Construction Management

---

### **History**

The City of Troy has successfully completed two different trails that highlight the natural features of the city. The two phases include a trail beginning at the P. Terry and Barbara Knight Park and another that connects the Golf Trail Subdivision to Rochester Road through Sylvan Glen Lake Park. These initiatives are consistent with both Green Space Subcommittee recommendations as well as feedback from the Parks and Recreation Master Plan.

Once the Sylvan Glen Lake Park trail was completed City Staff began preparing the Troy Trails initiative with a third phase in Jaycee Park. Staff walked the area within the park and identified a potential route that would provide a connection from Long Lake to two neighboring subdivisions to the north of the park, which is currently divided by Renshaw and Fetterly drains. Phase Three of the Troy Trail will follow previous phases in promoting the natural, wooded areas of the park. The proposed pathway is approximately .75 miles. This includes repaving an existing park pathway to increase the width to 10 feet as well as installing a new pathway through the northern end of Jaycee Park, which would include a pedestrian bridge to cross the drain. While the trail does not directly abut any residential properties, there would be a connection into a subdivision that is currently under construction. Through the resident engagement process, the city became aware that the portion of trail closest to homes at the end of Hopedale would be less impacted if the trail moved further into the woods. The design team made this adjustment and it was included in the bid proposal.

The City engaged Anderson, Eckstein, and Westrick, Inc. (AEW) of Shelby Township, MI which is one of the City's professional service engineering firms (Resolution #2017-06-105-J-4a), to complete the design and necessary engineering documents (Resolution #2020-12-182).





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## CITY COUNCIL AGENDA ITEM

### Purchasing

- On August 12, 2021 a bid opening was conducted as required by City Charter/Code for the Jaycee Park Pathway Project.
- The bid was posted on the Michigan Intergovernmental Trade Network (MITN); [www.mitn.info](http://www.mitn.info).
- Seven hundred and three (703) vendors were notified via the MITN website.
- Six (6) bid responses were received. Below is a detailed summary of potential vendors for the bid opportunity:

<b>Companies notified via MITN</b>	<b>703</b>
Troy Companies notified via MITN	14
Troy Companies notified Active email Notification	14
Troy Companies - Active Free	0
<b>Companies that viewed the bid</b>	<b>165</b>
Troy Companies that viewed the bid	2

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

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

*Active MITN non-paying members are responsible to monitor and check the MITN website for opportunities to do business with the City. Inactive MITN member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.*

- After reviewing the bid proposals with *AEW, WCI Contractors, Inc. of Detroit, MI* was the low bidder meeting all specifications and having positive references for the installation of the third phase of the Troy Trail and is being recommended.
- Although *WCI Contractors, Inc.* was not the lowest bidder, they are the low bidder meeting similar project completion requirements and having positive references.
- The lowest bidder did not meet this requirement because of past issues with similar projects while working with AEW.
- Attached is *AEW's* supporting documentation to this recommendation.
- The City of Troy has successfully used *WCI Contractors, Inc.* in the past with Redwood Pickleball Courts being the most recent project they completed for the City of Troy.

The current contract with *Anderson, Eckstein, and Westrick, Inc. (AEW)* was adopted by City Council in 2017 for engineering and design services (Resolution #2017-06-105-J-4a). Under current contract pricing, AEW's construction management services are based on 10.66% of the trail's estimated construction cost plus the cost of construction testing performed by outside parties for an estimated total cost of \$97,301 as detailed in the attached proposal.

### Financial

Funds are budgeted and available in the Parks Trails and Pathways Capital Fund, account number 401.751.770.7974.710 and associated Project Number 2022C0064 in the amount of \$750,000 for the 2022 fiscal year. The total estimated project cost of \$1,082,400 will require a budget amendment of \$332,400 to the Capital Projects Fund.



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## CITY COUNCIL AGENDA ITEM

### **Recommendation**

City Management recommends awarding a contract to install the third phase of the Troy Trail in Jaycee Park to the low bidder meeting specifications; *WCI Contractors, Inc. of Detroit, MI* at unit prices contained in the attached bid tabulation opened August 12, 2021, for an estimated total cost of \$856,561 and a 15% contingency not to exceed amount of \$128,484.15.

City Management further recommends approving expending budgeted capital funds to *Anderson, Eckstein, and Westrick, Inc. (AEW) of Shelby Township, MI*, for the construction management of the trail and pathway project at Jaycee Park for an estimated total cost of \$97,301 not to exceed budgetary limitations. It is also recommended that City Council approve a budget amendment to the Park Development- Land Improvements Trails and Pathways Capital Fund in the amount of \$332,400.



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## CITY COUNCIL AGENDA ITEM



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

51301 Schoenherr Road, Shelby Township, MI 48315  
586.726.1234 | [www.aewinc.com](http://www.aewinc.com)

August 16, 2021

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

**Reference:** Recommendation of Award  
Jaycee Park Pathway Project  
AEW Project No. 0238-0018

Dear Mr. Bovensiepe:

Anderson, Eckstein and Westrick, Inc. (AEW) prepared plans and specifications for the Jaycee Park Pathway Project. This project consists of providing a 10-foot-wide bituminous pathway through Jaycee Park from E Long Lake Road to Willow Grove Drive & Garrett Drive.

The City of Troy received bids for this project on Thursday, August 12, 2021. Six bids were received and the lowest complete bid was Anglin Civil, LLC, with a total bid amount of \$778,129.12. Anglin Civil's bid was 10% less than the next bidder or approximately \$78,000 less and 15% less than the engineer's estimate or approximately \$129,000 less. AEW has worked with Anglin Civil in the past and we have concern with awarding them the contract for the following reasons:

- We have required complete replacement of work products for other clients on multiple occasions.
- We have experienced multiple exceedances of contract time.
- We have experienced communication issues between subcontractors, material suppliers and internal personnel with them on former projects.
- Reputable contractors have refused future work with them based on past experience.

The next closest bidder was WCI Contractors, Inc, with a total bid amount of \$856,561.00. Although we have not worked with WCI in the past, AEW has contacted the references provided by WCI and based on these conversations we believe they can conduct the work included in this project.

Therefore, based upon the available funding and the necessity of completing this project, we recommend that the City of Troy contract with WCI Contractors, Inc, 20210 Conner, Detroit, MI 48234, for the above referenced project with a total bid amount of \$856,561.00.

Sincerely,

A handwritten signature in black ink, appearing to read "Taylor Sting".

Taylor Sting, PE  
Licensed Engineer

Enclosure:

cc: Kyle Seidel, PE, CFM

M:\0238\0238-0018\Gen\Letters\Recommendation of Award.docx



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



**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
**CIVIL ENGINEERS   SURVEYORS   ARCHITECTS**  
51301 Schoenherr Road  
Shelby Township, MI 48315  
586.726.1234  
www.aewinc.com

August 16, 2021

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

Reference: **Proposal for Professional Services**  
Jaycee Park Pathway

Dear Mr. Bovensiep:

Thank you for considering Anderson, Eckstein and Westrick, Inc. for providing professional engineering and surveying services for the referenced project.

### **Understanding of the Project**

We have completed the design drawings and specifications for the Jaycee Park Pathway and bids were recently opened on August 12, 2021. Per your request we are providing a proposal for construction engineering services. It is anticipated that construction of this project will start in September 2021 and end in December 2021, with final restoration possibly occurring in the spring of 2022.

### **Services to be Provided**

Based upon our conversations, we propose to provide the following services for this project.

#### Construction Management

- Review bids received and provide a recommendation of award.
- Coordinate and administer the preconstruction meeting.
- Complete Construction Administration and draw request approvals.
- Complete Construction Observation.
- Coordinate and contract with a geotechnical engineer to complete material testing.
- Construction staking.
- Provide construction updates to City.
- Address public questions and concerns.

Material testing is outside the scope of services that AEW can provide. We propose to coordinate these services to be performed by sub-consultants.



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## CITY COUNCIL AGENDA ITEM



Kurt Bovensiepe  
August 16, 2021  
Page 2

### Fee for Professional Services

The following fees will be on a lump sum (fixed fee) basis per Proposal B of our contract with the City of Troy, utilizing the percentage table for Road Projects. Based on the tentative contract award to WCI Contractors, Inc, with a bid price of \$856,561, the following are our fees. Fees provided by others include a 7.5% prime consultant markup. The actual construction cost will be utilized to adjust percentage fees and lump sum costs.

Construction Management (10.66% of Construction)	\$91,301
Construction Testing (By Others)	6,000
<b>TOTAL</b>	<b>\$97,301</b>

### Execution of the Agreement

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

We appreciate the opportunity to work with you on this project. If you have any questions or require additional information please call me.

Sincerely,

Anderson, Eckstein and Westrick, Inc.

Accepted By

**Taylor Sting**  
Digitally signed by Taylor Sting  
DN: CN=Taylor Sting,  
E=tsing@aeawinc.com, O=State of  
Michigan, C=US  
Date: 2021.08.16 08:40:41 -04'00'

Taylor Sting, PE  
Licensed Engineer

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Kyle M. Seidel  
Aug 16 2021 8:24 AM  
Kyle M. Seidel, PE, CFM  
Senior Project Engineer

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date

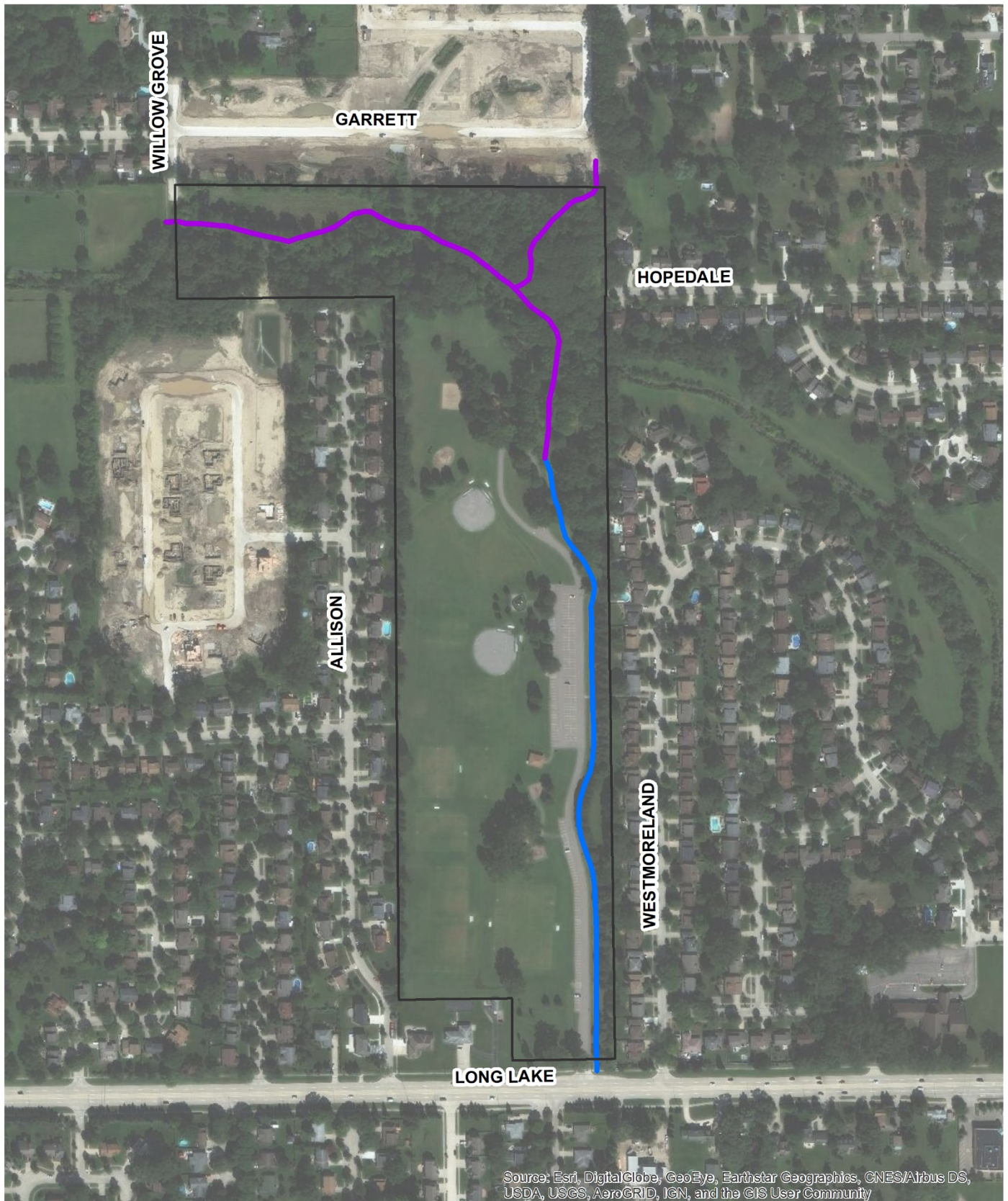
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Troy, MI 48084  
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## CITY COUNCIL AGENDA ITEM



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

BID TABULATION  
CITY OF TROY  
JAYCEE PARK PATHWAY PROJECT

Vendor Name:	Anglin Civil, LLC	Brix Corporation	Cross Construction Group
City:	Livonia	Livonia	Livonia
Check Amt:	\$10,000.00	\$10,000.00	\$10,000.00
Check #:	9469627286	2287155	9181122578

**BID PROPOSAL: JAYCEE PARK PATHWAY PROJECT**

Line	Description	Total Quantity	Units	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Bonds, Insurance & Mobilization (\$40,000 Max)	1	Ls	\$40,000.00	\$40,000.00	\$36,500.00	\$36,500.00	\$40,000.00	\$40,000.00
2	Preconstruction Audio-Visual Documentation (\$10,000 Max)	1	Ls	\$10,000.00	\$10,000.00	\$1,500.00	\$1,500.00	\$10,000.00	\$10,000.00
3	Clearing, Modified	5.0	Sta	\$1,437.50	\$7,187.50	\$3,075.00	\$15,375.00	\$275.00	\$1,375.00
4	Removal of Misc. Debris	1	Ls	\$2,300.00	\$2,300.00	\$8,405.00	\$8,405.00	\$10,000.00	\$10,000.00
5	Pavt, Rem	1,695	Syd	\$6.90	\$11,695.50	\$2.05	\$3,474.75	\$25.00	\$42,375.00
6	Shared Use Path Grading	4,202	Ft	\$18.06	\$75,888.12	\$58.94	\$247,665.88	\$23.00	\$96,646.00
7	Tree, Remove, 6 inch to 18 inch	50	Ea	\$402.50	\$20,125.00	\$768.75	\$38,437.50	\$375.00	\$18,750.00
8	Culv, Cl C, Conc, 60 inch	24	Ft	\$460.00	\$11,040.00	\$1,153.13	\$27,675.12	\$625.00	\$15,000.00
9	Culv, Cl C, Conc, 12 inch	24	Ft	\$115.00	\$2,760.00	\$394.63	\$9,471.12	\$200.00	\$4,800.00
10	Headwall, Conc	1	Ls	\$93,348.00	\$93,348.00	\$144,525.00	\$144,525.00	\$4,000.00	\$4,000.00
11	Culv, End Sect, Conc, 12 inch	2	Ea	\$862.50	\$1,725.00	\$2,460.00	\$4,920.00	\$1,250.00	\$2,500.00
12	Fence, Split Rail, Wood	1,510	Ft	\$35.42	\$53,484.20	\$25.63	\$38,701.30	\$40.00	\$60,400.00
13	Subgrade Undercutting, Type 1	500	Cyd	\$34.50	\$17,250.00	\$87.13	\$43,565.00	\$35.00	\$17,500.00
14	HMA 36A, 1.5 inch	420	Ton	\$129.44	\$54,364.80	\$128.13	\$53,814.60	\$185.00	\$77,700.00
15	HMA 4E1, 1.5 inch	420	Ton	\$125.79	\$52,831.80	\$128.13	\$53,814.60	\$185.00	\$77,700.00
16	Aggregate Base, 6 inch, 21AA	5,136	Syd	\$9.20	\$47,251.20	\$15.38	\$78,991.68	\$20.00	\$102,720.00
17	Bridge Abutments	1	Ls	\$68,250.00	\$68,250.00	\$76,875.00	\$76,875.00	\$90,000.00	\$90,000.00
18	60' Prefabricated Pedestrian Bridge	1	Ls	\$108,468.00	\$108,468.00	\$120,950.00	\$120,950.00	\$125,000.00	\$125,000.00
19	Riprap, Heavy, Modified	250	Syd	\$51.75	\$12,937.50	\$68.37	\$17,092.50	\$100.00	\$25,000.00
20	Seeding, Mixture THM	150	Lbs	\$11.50	\$1,725.00	\$10.25	\$1,537.50	\$7.00	\$1,050.00
21	Water, Seeding	20	Units	\$575.00	\$11,500.00	\$1,025.00	\$20,500.00	\$50.00	\$1,000.00
22	Fertilizer, Chemical Nutrient, Cl A	200	Lbs	\$5.75	\$1,150.00	\$2.05	\$410.00	\$6.00	\$1,200.00
23	Mulch	2,830	Syd	\$2.30	\$6,509.00	\$2.05	\$5,801.50	\$2.00	\$5,660.00
24	Topsoil Surface, Furn, 4 inch	2,830	Syd	\$4.60	\$13,018.00	\$7.18	\$20,319.40	\$7.00	\$19,810.00
25	Erosion Control, Silt Fence	3,240	Ft	\$3.45	\$11,178.00	\$4.10	\$13,284.00	\$3.00	\$9,720.00
26	Erosion Control, Inlet Protection, Fabric Drop	2	Ea	\$172.50	\$345.00	\$153.75	\$307.50	\$175.00	\$350.00
27	Erosion Control, Check Dam, Stone	15	Ft	\$115.00	\$1,725.00	\$461.25	\$6,918.75	\$35.00	\$525.00
28	Erosion Control, Sediment Trap	1	Ea	\$172.50	\$172.50	\$871.25	\$871.25	\$300.00	\$300.00
29	Maintenance Aggregate, 21AA Limestone	300	Ton	\$40.25	\$12,075.00	\$56.38	\$16,914.00	\$60.00	\$18,000.00
30	Traffic Control and Maintenance	1	Ls	\$6,325.00	\$6,325.00	\$0.00	\$0.00	\$10,000.00	\$10,000.00
31	Inspection Per Day	\$500		43	\$21,500.00	20	\$10,000.00	\$1.00	\$500.00
<b>TOTAL BID AMOUNT:</b>				<b>\$778,129.12</b>		<b>\$1,118,617.95</b>		<b>\$889,581.00</b>	

BID TABULATION  
CITY OF TROY  
JAYCEE PARK PATHWAY PROJECT

ITB-COT 21-46  
Page 2 of 4

Vendor Name:	Anglin Civil, LLC	Brix Corporation	Cross Construction Group
City:	Livonia	Livonia	Livonia
Acknowledged Receipt of addenda 1 & 2	Y or N	Y	Y
Signed acknowledging completion date:	Y or N	Y	Y
Warranty Stated:	1 year	1-year	As Specified
Bidder Questionnaire Provided:	Y or N	Y	Y
<b>Contact Information:</b> Hours of Operation:	8am-5pm	8am-5pm	7:00 AM - 4:00 PM
24 Hr. Contact Phone No.:	989-621-2175	313-965-0000	734-286-2244
Progress Payments:	Every 30 Days	30-days	Net 30
References:	Y or N	Y	Y
Insurance Requirements Met:	Y or N	Y	Y
Signature Page	Y or N	Y	Y
Exceptions:	Y or N	blank	Bridge Lead time may disrupt the schedule
Acknowledgement:	Y or N	Y	Y
Attended Pre-Bid Meeting:	Y or N	Y	Y
Forms:	Y or N	Y	Y



BID TABULATION  
CITY OF TROY  
JAYCEE PARK PATHWAY PROJECT

ITB-COT 21-46

Page 3 of 4

Vendor Name:	Gibraltar Construction	WCI Contractors, Inc	Justice Fence Acquisition Inc
City:	Trenton	Detroit	Battle Creek
Check Amt:	\$10,000.00	\$10,000.00	\$10,000.00
Check #:	516846022-7	57398891	4469744106

BID PROPOSAL: JAYCEE PARK PATHWAY PROJECT									
Line	Description	Total Quantity	Units	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Bonds, Insurance & Mobilization (\$40,000 Max)	1	Ls	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$1,500.00	\$1,500.00
2	Preconstruction Audio-Visual Documentation (\$10,000 Max)	1	Ls	\$7,750.00	\$7,750.00	\$3,000.00	\$3,000.00		\$0.00
3	Clearing, Modified	5.0	Sta	\$900.00	\$4,500.00	\$1,200.00	\$6,000.00		\$0.00
4	Removal of Misc. Debris	1	Ls	\$5,000.00	\$5,000.00	\$2,200.00	\$2,200.00		\$0.00
5	Pavt, Rem	1,695	Syd	\$1.65	\$2,796.75	\$6.00	\$10,170.00		\$0.00
6	Shared Use Path Grading	4,202	Ft	\$40.00	\$168,080.00	\$25.50	\$107,151.00		\$0.00
7	Tree, Remove, 6 inch to 18 inch	50	Ea	\$289.00	\$14,450.00	\$325.00	\$16,250.00		\$0.00
8	Culv, Cl C, Conc, 60 inch	24	Ft	\$911.00	\$21,864.00	\$700.00	\$16,800.00		\$0.00
9	Culv, Cl C, Conc, 12 inch	24	Ft	\$220.00	\$5,280.00	\$110.00	\$2,640.00		\$0.00
10	Headwall, Conc	1	Ls	\$23,700.00	\$23,700.00	\$45,100.00	\$45,100.00		\$0.00
11	Culv, End Sect, Conc, 12 inch	2	Ea	\$1,000.00	\$2,000.00	\$600.00	\$1,200.00		\$0.00
12	Fence, Split Rail, Wood	1,510	Ft	\$25.00	\$37,750.00	\$26.00	\$39,260.00	\$39.73	\$59,992.30
13	Subgrade Undercutting, Type 1	500	Cyd	\$64.00	\$32,000.00	\$69.00	\$34,500.00		\$0.00
14	HMA 36A, 1.5 inch	420	Ton	\$144.00	\$60,480.00	\$158.00	\$66,360.00		\$0.00
15	HMA 4E1, 1.5 inch	420	Ton	\$139.00	\$58,380.00	\$158.00	\$66,360.00		\$0.00
16	Aggregate Base, 6 inch, 21AA	5,136	Syd	\$15.00	\$77,040.00	\$17.50	\$89,880.00		\$0.00
17	Bridge Abutments	1	Ls	\$84,000.00	\$84,000.00	\$86,500.00	\$86,500.00		\$0.00
18	60' Prefabricated Pedestrian Bridge	1	Ls	\$103,770.00	\$103,770.00	\$101,700.00	\$101,700.00		\$0.00
19	Riprap, Heavy, Modified	250	Syd	\$122.00	\$30,500.00	\$68.00	\$17,000.00		\$0.00
20	Seeding, Mixture THM	150	Lbs	\$5.00	\$750.00	\$11.00	\$1,650.00		\$0.00
21	Water, Seeding	20	Units	\$200.00	\$4,000.00	\$200.00	\$4,000.00		\$0.00
22	Fertilizer, Chemical Nutrient, Cl A	200	Lbs	\$3.00	\$600.00	\$4.00	\$800.00		\$0.00
23	Mulch	2,830	Syd	\$0.75	\$2,122.50	\$1.25	\$3,537.50		\$0.00
24	Topsoil Surface, Furn, 4 inch	2,830	Syd	\$15.00	\$42,450.00	\$13.25	\$37,497.50		\$0.00
25	Erosion Control, Silt Fence	3,240	Ft	\$2.00	\$6,480.00	\$2.25	\$7,290.00		\$0.00
26	Erosion Control, Inlet Protection, Fabric Drop	2	Ea	\$150.00	\$300.00	\$170.00	\$340.00		\$0.00
27	Erosion Control, Check Dam, Stone	15	Ft	\$100.00	\$1,500.00	\$85.00	\$1,275.00		\$0.00
28	Erosion Control, Sediment Trap	1	Ea	\$200.00	\$200.00	\$800.00	\$800.00		\$0.00
29	Maintenance Aggregate, 21AA Limestone	300	Ton	\$49.00	\$14,700.00	\$45.00	\$13,500.00		\$0.00
30	Traffic Control and Maintenance	1	Ls	\$4,000.00	\$4,000.00	\$11,300.00	\$11,300.00		\$0.00
31	Inspection Day	\$500/Day		50	\$25,000.00	45	\$22,500.00	\$1.00	\$500.00
TOTAL BID AMOUNT:				\$881,443.25		\$856,561.00		\$61,992.30	

**Awarded Low Bidder meeting specifications**

BID TABULATION  
CITY OF TROY  
JAYCEE PARK PATHWAY PROJECT

ITB-COT 21-46  
Page 4 of 4

Vendor Name:	Gibraltar Construction	WCI Contractors	Justice Fence Acquisition LLC
City:	Trenton	Detroit	Battle Creek
Acknowledged Receipt of addenda 1 & 2	Y or N	Y	Y
Signed acknowledging completion date:	Y or N	Y	Y
Warranty Stated:	2 years	1 year per contract specifications	1 yr labor - no warranty on materials
Bidder Questionnaire Provided:	Y or N	Y	Y
<b>Contact Information:</b> Hours of Operation:	7am -5:30pm	8 am - 4 pm	9-5 M-F
24 Hr. Contact Phone No.:	734-250-1780	248-330-8663	810-599-0245
Progress Payments:	Per spec about the 20th of each month for work completed	Invoice to be submitted monthly on an AIA Application Terms net 30 days	billing for delivered materials to site final billing once completed
References:	Y or N	Y	Y
Insurance Requirements Met:	Y or N	Y	Y
Signature Page	Y or N	Y	Y
Exceptions:	Y or N	blank	blank
Acknowledgement:	Y or N	Y	Y
Attended Pre-Bid Meeting:	Y or N	Y	No
Forms:	Y or N	Y	Y
<b>Awarded Low Bidder meeting specifications</b>			

Attest:  
 (\*Bid Opening conducted via a Go-To Meeting)  
 Kurt Bovensiep  
 Ashely Levin  
 Andrew Chambliss  
 Jackie Ahlstrom  
 Heather Chomiak

\_\_\_\_\_  
 Emily Frontera  
 Purchasing Manager



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

I-09

## CITY COUNCIL AGENDA ITEM

Date: August 30, 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: Budget Amendment- Town Center Open Space Roll-Over Funds from Fiscal Year 2021  
(Introduced by: Kurt Bovensiep)

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### **History**

On May 10, 2021, City Council approved a contract with Brix Corporation and OHM to complete the Town Center Open Space Project beginning in Fiscal Year 2021 (**Resolution #2021-05-073**). The project was anticipated to be completed in the following Fiscal Year, 2022. Because the project was within two different fiscal years, \$500,000 was budgeted in Fiscal Year 2021 and \$550,000 in Fiscal Year 2022. The total project cost was approved for \$850,000. Approximately \$200,000 was expensed during Fiscal Year 2021, which resulted in the current fiscal year's budget deficient by approximately \$150,000.

The Town Center Open Space project is on track for completion in September 2021. A request for park names has been published for the space and closes September 1, 2021. The Parks and Recreation Advisory Board is scheduled to hold a public meeting on September 16, 2021, to review the proposed names and make a recommendation to City Council. It is anticipated that City Staff will forward the recommendation to City Council at the September 27, 2021, regular council meeting.

### **Financial**

Funds are requested to be rolled over from the 2021 Fiscal Year Capital Fund – Park – Civic Center Skate Park/Parking Demo in the amount of \$150,000 to the 2022 Fiscal Year Capital Fund- Park Development-Land Improvements Civic Center Park with an associated account number of 401.751.770.7974.045.

### **Recommendation**

City Management recommends approving a roll over budget amendment of \$150,000 to the 2022 Fiscal Year Capital Fund- Park Development-Land Improvements Civic Center Park.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

Date: August 25, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Rob Maleszyk, Chief Financial Officer  
Lisa Burnham, Controller  
Sarah Ames, Assistant to the City Manager  
Emily Frontera, Purchasing Manager

Subject: Award Standard Purchasing Resolution 8 – Best Value Award – Retreat Facilitator  
(Introduced by Robert J. Bruner, Assistant City Manager)

### Background

- Previously, City Council and City Staff developed a list of “strategies” each year which identified objectives for the coming fiscal year.
- The last strategy development meeting was held in February 2020. However, the global pandemic began shortly thereafter and no new strategies were formally adopted in 2020.
- City Council held special meetings in November 2020 to discuss budget priorities for the coming fiscal year. Considering priorities in November rather than February gives City staff more time to incorporate those priorities into the proposed budget.
- In June, City Management announced a new event was being planned on Saturday, November 13, 2021 and asked City Council and City staff to save the date.
- There are clear advantages to having an outside facilitator help organize and lead the new event so City staff prepared a Request for Proposals (RFP) document for retreat facilitator services.

### Purchasing

- July 9, 2021 a Request for Proposal was issued and posted on the Michigan Inter-governmental Trade Network (MITN) website; [www.mitn.info](http://www.mitn.info).
- Three hundred thirty-three firms were notified of this bid opportunity.
- July 29, 2021, a bid opening was conducted and Proposals were received as required by City Charter and Code for Medical Services. Below is a summary of potential firms:

Companies notified via MITN	333
Troy Companies notified via MITN	8
Troy Companies - Active email Notification	8
Troy Companies - Active Free	0
Companies that viewed the bid	9
Troy Companies that viewed the bid	0

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



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

### **Purchasing (continued)**

- One (1) Proposal response was received as detailed:  
The Leadership Group LLC                      Walled Lake, MI
- *The Leadership Group LLC of Walled Lake, MI* understands the Scope of Services and Deliverables, and has the qualifications and experience to provide the services as required and is therefore in the best interest of the City being recommended. The proposal response from *The Leadership Group* is attached to this memo.

### **Financial**

Funds are available in the General Fund – City Manager's Department for the 2022 fiscal year.

### **Recommendation**

City management recommends, that in the best interest of the City, to award a contract to The Leadership Group LLC for Retreat Facilitator Services as detailed in the attached proposal and bid tabulation for a not to exceed amount of \$20,250.



# Project Proposal

## City of Troy, MI

### **RFP-COT 21-45 Retreat Facilitator**

Submitted to:

City of Troy Purchasing Department  
500 W. Big Beaver Rd.  
Troy, MI 48084  
July 29, 2021

Submitted by:



Consultants:

W. Stallworth, L. Jeffries, J. Reyes

# Table of Contents

1. Project Understanding and Approach
2. Staffing Proposal
3. Similar Project Experience  
and References
4. Fee Proposal
5. Attachments

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## Proposal Requirements

1. **Project Understanding and Approach:** The City of Troy seeks professional resources to design, facilitate and execute a planning project. Participants will include the City Manager’s Office (serving as the Project Team), Leadership Team and City Council. The facilitator will use existing data, documents, and reports to inform the design of the project and the planning retreat. The Leadership Group LLC (TLG) will develop a project workplan and detailed schedule to monitor and track activities to ensure quality deliverables are on time and within the approved budget. Our approach to delivering the services above includes the following phases of activities:
  - **Organization and Task Performance:** TLG will utilize its project management expertise to organize and track the activities for each phase of the project. Based on preliminary discussions with the Project Team, TLG will draft a detailed project plan that includes major milestones, supporting activities, start and end dates, primary responsibilities, resources needed and progress status. Each activity will be tracked against the workplan to identify emerging barriers and challenges to success. Proactive and timely discussions will be held with the Project Team concerning threats to any milestone. Agreement on contingencies or necessary adjustments will be made to keep the project on track without jeopardizing quality. We see the proposed project schedule and high-level tasks to be completed in this project as (known dates are included):

Target Date	Task
By 9/6/21	1. Meet with City Mgmt. to confirm scope, workplan/timeline, and deliverables
By 10/1/21	2. Review existing documents, reports and planning data as input to the process.
By 10/31/21	3. Work with Project Team to develop agendas and inventory of General Fund Programs. Facilitate and document project meeting results (2)
11/8/21	4. Meet with City Council to identify of goals and objectives
10/29/21	5. Finalize retreat agenda, develop materials (homework), distribute to participants
11/13/21	6. Facilitate retreat discussions of goals and objectives. Capture and document results
By 11/20/21	7. Create project summary report, including strategic plan document
By 11/30/21	8. Review draft project report with Project Team.
December	9. Present Final report and plan document (goals and objectives) to City Council



Ongoing	10. Communicate and provide periodic status reports to Leadership Team/City Mgmt.
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- **Resources for Task Completion:** We plan to use existing inputs that provide understanding of the current planning environment. In addition to the inputs specified in the RFP (2020-2024 Parks & Recreation Master Plan, Capital Improvements Plan, Resident Survey Results and Budget), it would be helpful to also review the strategies and status updates of the last 2019 Strategies. Additionally, any existing data gathered during recent studies (ex: the Resident Engagement and Diversity, Equity, and Inclusion Study and the Business Plan) would bring more understanding of the current operating climate. As needed, TLG can access scholarly materials that benchmark similar municipalities for high level trends and environmental factors to consider.
- **Information Technology:** We recommend using a shared online portal (ex: Google Docs, SharePoint) for project documents to enhance the communication between TLG and the Project Team. We find the ease of storage and retrieval of project documents, agendas, tools, and notes enhances the efficiency and version control of pertinent information. Shared portals are only used for the duration of the project and TLG relinquishes access upon delivery of the final project report. Also, we are skilled in facilitating onsite and virtual meeting environments (Zoom, MS Teams, etc.) which proves valuable when alternative meeting venues are warranted.
- **Critical Milestones:** By using the Project Team approved workplan described earlier, we will monitor and track not only major milestones, but also the individual action steps that support completion of the major milestones. We work closely with our clients to anticipate, address, and resolve potential issues to avoid project derailment. We find the following items help clarify accountabilities for TLG and for the Project Team.

Project Team will:

- Identify an internal person to support scheduling of meetings, arranging for the facilities to be used for the meetings and sending/emailing invitations and receiving responses.
- If in-person meetings become safe, provide, or arrange for a location and all refreshments and materials (markers, easels, easel paper, audio-visual equipment, electrical cords, etc.) required for sessions and meetings.

TLG will:

- Duplicate and assemble all participant materials required for the sessions and meetings.
- Conduct meetings in a professional manner, bringing TLG experience to the project.

- Function as an independent contractor under this Proposal.

Project Team and TLG are jointly responsible to:

- Alert each other of anything learned that may materially affect project success.
  - Respect each other's confidentiality and proprietary materials and approaches.
  - Achieve reasonable accommodation for conflicts, unforeseen events, and other priorities.
  - Work together to develop a mutually convenient schedule of activities or meetings.
  - Follow pandemic safety requirements.
- **Addressing Contingencies:** TLG addresses contingencies by building intermediate milestones into our project schedule. Skilled in scenario planning, we identify and document task dependencies that may negatively impact task completion. By recognizing potential threats, we prepare by building in checkpoints and alternative approaches that can be easily implemented if necessary.
  - **Managing Project Schedule:** Frequent review of the work plan and timeline is needed to maintain the project schedule. TLG includes this review in all project meeting agendas, sessions, and retreats. Even at a high level, review with the project participants provides a sense of accomplishment for items completed and clarity about the next steps, deliverables, and outcomes. This review keeps everyone focused on the same priorities and aware of the project status.
  - **Ensuring Quality Control:** Organizational planning is strengthened by balanced participation and consideration of diverse perspectives. TLG facilitates quality decision making by promoting inclusive processes, reaching consensus among participants about group discussion agreements and behavioral norms. These agreements guide interaction and bracket personal agendas by focusing on accomplishing the shared project goal. We use various techniques like individual reflection, silent starts, brainstorming, polling, breakout group discussions and case studies to engage participants in the open, honest, and candid dialog necessary to plan for the future. To gauge how well participants experience our facilitation methodologies, we provide a short anonymous participant evaluation (paper or online) to gain feedback on what worked, what could have been better, and any overall comments participants would like to share. We summarize the feedback (protecting confidentiality) and share it with the client as an opportunity for joint learning and development.

Agency	Scope of Work
<p>Former Contract Manager for DRD in 2003( Jose Reyes, Principal for Prism Solutions 2001-2011) Scott Brinkman Director of Development &amp; Special Projects 313-224-6380 <a href="mailto:sbrinkma@detroitmi.gov">sbrinkma@detroitmi.gov</a></p>	<p>In preparation for City of Detroit’s five-year Michigan-DNR grant renewal, Jose Reyes/ Prism Solutions were retained by DRD. Jose led the customer/stakeholder engagement as well as the inventory of program, services, and physical assets as a means to assist in the development of the City’s master plan.</p> <p>The project scope was extended to include a peer municipality study to determine best practice in facility accessibility and management of the 33recreation center under the auspices of DRD at the time. Apr-Dec 2003</p>
<p>Wayne County Airport Authority (Jose Reyes on behalf of Compass Strategies) Bryant W. Holt, C.M., Chief Development Officer Michael Berry Administration Building (734) 942-3745</p>	<p>With over 600 million dollars in construction related contracting opportunities and an ever-shrinking pool of qualified vendors, Compass Strategies engaged Jose Reyes as project lead consultant to assist WCAA with developing and implementing an outreach and recruitment program. The goal of the initiative was to increase diversity and inclusion among Minority and Small Business Enterprises (MBE &amp; SBE) in the capital development vendor pool in Southeastern Michigan.</p>
<p>OneMacomb (Macomb County) (Lynda Jeffries) Pam Lavers (former Deputy County Executive) 586-291-6370 <a href="mailto:Pjlavers@comcast.net">Pjlavers@comcast.net</a></p>	<p>Data gathering through stakeholder interviews and community focus groups to guide facilitation of the OneMacomb DEI Steering Committee and Planning Project (2017). Outcomes included development of community partners forum operating agreements and action plans on time and within budget. <a href="https://people.macombgov.org/People-Home">https://people.macombgov.org/People-Home</a></p>

<p>Detroit Public Library (Lynda Jeffries, Wanda Stallworth) JoAnne Mondowney, Director (313)833-3997 <a href="mailto:jmondowney@detroitpubliclibrary.org">jmondowney@detroitpubliclibrary.org</a></p>	<p>Facilitation of a Planning Committee to deploy a System wide online organizational assessment, Executive Staff and Library Commission interviews followed by staff training on emotional intelligence and unconscious bias (2017-2018). TLG designed a Strategic Planning Retreat where the Commission and Executive Staff developed goals, objectives for the next 3 years. Outcomes include strategic planning and action plans for sustainability. This project was completed as scheduled and within the approved budget (2018-2019).</p>
<p>The Senior Alliance, Area Agency on Aging 1C (Lynda Jeffries, Wanda Stallworth) Tamera Kiger, Chief Executive Officer (734) 727-2014 <a href="mailto:TKiger@thesenioralliance.org">TKiger@thesenioralliance.org</a></p>	<p>Develop a multi-year strategic plan. The process revisited the organization's mission, vision, values, and their major strategic issues. Goals, objectives, and actions steps were documented using TLG's Action Planning Template® used for tracking and monitoring implementation of the plan (October 2019-March 2020). TLG was subsequently engaged in deploying a systemwide DEI survey to inform customization of training modules in TLG's Awareness to Action® model focused on emotional intelligence, unconscious bias, promoting civil discourse and problem solving and accountability. (January – June 2021)</p>

2. Staffing Proposal: The key personnel responsible for leading and staffing each phase of the project includes a group of experienced consultants with expertise in facilitating diverse groups: Wanda Stallworth, Lynda Jeffries, Ph.D., and Jose Reyes. Wanda Stallworth will serve as the lead consultant and provide monitoring, tracking, client communications and resource allocation to ensure the project completes on time and within budget. In addition, as Lead Consultant, she is authorized to represent TLG in any correspondence, negotiations, and sign any contract that may result and serve as the project manager.

All TLG consultants will share in the planning, gathering and analysis of data, facilitation of meetings and convenings, developing documents and written reports and presentations of findings. This entire core team is located in southeast tri-county Michigan.

TLG consultants, in conjunction with current projects, will devote adequate time and resources to ensure project deliverables arrive on-time and within budget.

TLG consultants for this project each have extensive experience working with other consulting firms. Also, the fact that TLG has continued for 24 years as a collaborative organization of many consultants frequently working as a team on a project demonstrates that working well with other consultants is part of our nature.

**COVID-19 Issues:**

TLG prefers in-person courses since these are more effective in opening dialog. However, due to COVID19, TLG has conducted effective virtual meetings and engagements.

TLG is concerned about the safety of its consultants and the course participants. TLG will follow all COVID-19 restrictions required by the State of Michigan or recommended by the U.S. Center for Disease Control. In any in-person meetings, TLG will expect participants also to follow these restrictions/recommendations.

A complete resume for each TLG Consultant is included in Attachments. Visit our website at [theleadershipgroup.com](http://theleadershipgroup.com)

3. Similar Project Experience and References: TLG is a team of experienced business executives who have a passion for leadership development and capacity building. We take pride in our 24-year history of bringing our expertise and team approach to provide customized client-focused consulting services. Our services include diversity/equity/inclusion, group facilitation, leadership development, executive coaching, succession planning, board development, nonprofit management, strategic planning, culture assessment fund development, mergers/acquisitions, community development, work force development and human resources management. In our engagements, we strive to model techniques to equip our clients to sustain the development and progress ongoing.

We customize our planning approaches and methodology to meet the unique needs of our clients. Our services include organizational assessments and audits based on surveys, focus groups and/or individual interviews. Our analysis and interpretation of primary data we gather and secondary data from organizational documents, benchmark studies and literature reviews help identify strategic issues and inform the development of measurable goals and objectives for action. We offer the following references for our planning work:

Former Contract Manager for DRD in 2003( Jose  
Reyes, Principal for Prism Solutions 2001-2011)  
Scott Brinkman  
Director of Development & Special Projects  
313-224-6380  
[sbrinkma@detroitmi.gov](mailto:sbrinkma@detroitmi.gov)

In preparation for City of Detroit's five-year Michigan-DNR grant renewal, Jose Reyes/ Prism Solutions were retained by DRD. Jose led the customer/stakeholder engagement as well as the

inventory of program, services, and physical assets as a means to assist in the development of the City's master plan.

The project scope was extended to include a peer municipality study to determine best practice in facility accessibility and management of the 33recreation center under the auspices of DRD at the time.

Wayne County Airport Authority (Jose Reyes on behalf of Compass Strategies)

Bryant W. Holt, C.M., Chief Development Officer

Michael Berry Administration Building

(734) 942-3745

With over 600 million dollars in construction related contracting opportunities and an ever-shrinking pool of qualified vendors, Compass Strategies engaged Jose Reyes as project lead consultant to assist WCAA with developing and implementing an outreach and recruitment program. The goal of the initiative was to increase diversity and inclusion among Minority and Small Business Enterprises (MBE & SBE) in the capital development vendor pool in Southeastern Michigan.

OneMacomb (Macomb County) (Lynda Jeffries)

Pam Lavers (former Deputy County Executive)

586-291-6370 [Pjlavers@comcast.net](mailto:Pjlavers@comcast.net)

Data gathering through stakeholder interviews and community focus groups to guide facilitation of the OneMacomb DEI Steering Committee and Planning Project (2017). Outcomes included development of community partners forum operating agreements and action plans on time and within budget. <https://people.macombgov.org/People-Home>

Detroit Public Library (Lynda Jeffries, Wanda Stallworth)

JoAnne Mondowney, Director

(313)833-3997 [jmondowney@detroitpubliclibrary.org](mailto:jmondowney@detroitpubliclibrary.org)

Facilitation of a Planning Committee to deploy a System wide online organizational assessment, Executive Staff and Library Commission interviews followed by staff training on emotional intelligence and unconscious bias (2017-2018). TLG designed a Strategic Planning Retreat where the Commission and Executive Staff developed goals, objectives for the next 3 years. Outcomes include strategic planning and action plans for sustainability. This project was completed as scheduled and within the approved budget (2018-2019).

The Senior Alliance, Area Agency on Aging 1C (Lynda Jeffries, Wanda Stallworth)

Tamera Kiger, Chief Executive Officer

(734) 727-2014 [TKiger@thesenioralliance.org](mailto:TKiger@thesenioralliance.org)

Develop a multi-year strategic plan. The process revisited the organization's mission, vision, values, and their major strategic issues. Goals, objectives, and actions steps were documented using TLG's Action Planning Template<sup>®</sup> used for tracking and monitoring implementation of the plan (October 2019-March 2020). TLG was subsequently engaged in deploying a system-wide DEI survey to inform customization of training modules in TLG's

Awareness to Action® model focused on emotional intelligence, unconscious bias, promoting civil discourse and problem solving and accountability. (January – June 2021)

#### 4. Fee Proposal

Based on our best practice experience, TLG proposes the following conservative estimate of the hours and associated costs to successfully conduct the various activities of the project. TLG's total cost for all services performed under this proposal shall not exceed \$20,250 dollars without the prior written authorization of the City Mgmt. TLG will submit four monthly invoices of \$5,062.50. All such invoices shall state the basis for the amount invoiced, including services completed and the number of hours spent. Below is the not-to-exceed fee proposal.

Tasks/Services	Key Personnel Hours *	Hourly Rate	Pricing
1. Meet with City Mgmt. to confirm scope, workplan/timeline, and deliverables	3	\$225	\$675
2. Review existing documents, reports and planning data as input to the process.	6	\$225	\$1350
3. Work with Project Team to develop agendas and inventory of General Fund Programs. Facilitate and document project meeting results.	18	\$225	\$4050
4. Meet with City Council to identify goals and objectives.	12	\$225	\$2700
5. Finalize retreat agenda, develop materials (homework), distribute to participants	6	\$225	\$1350
6. Facilitate retreat discussions of goals and objectives. Capture and document results	24	\$225	\$5400
7. Create project summary report, including strategic plan document	6	\$225	\$1350
8. Review draft project report with Project Team/City Mgmt.	3	\$225	\$675
9. Present Final report and plan document (goals and objectives) to City Council	3	\$225	\$675
10. Communicate and provide periodic status reports to Leadership Team/City Mgmt.	9	\$225	\$2025
<b>Total Cost</b>	<b>90</b>	<b>\$225</b>	<b>\$20250</b>

\* TLG Consultants: Wanda Stallworth, Lynda Jeffries, and Jose Reyes (hourly rates are the same)

COMPANY NAME: The Leadership Group LLC



Request for Proposal Retreat Facilitators

Page 1 of 1

### PRICING

Proposal shall describe service by task, type of service and personnel. Detail the cost on the pricing form below. Pricing shall be all inclusive unless indicated otherwise below.

Clearly define any/all applicable relative direct and indirect costs.

Prices submitted shall remain Firm for 60 days or bid award whichever comes first except for the successful proposer whose prices shall remain firm for the entire contract period.

Description	# of hours	Pricing
Key Personnel for proposed services	90	\$ 20,250
Fee Proposal for Professional Services proposed		\$
Additional Expenses		\$
Total Cost		\$ 20,250

Monthly Payment Proposal

\$5,062.50

Identify how travel time is handled and invoiced; *if applicable*.

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Reimbursable Expenses and Mark up; if any

\$ \_\_\_\_\_ FIRM

NAME: The Leadership Group LLC

SIGNATURE/DATE: um Hallworth 7.28.2021





Request for Proposal  
Retreat Facilitators  
Page 1 of 1

### SIGNATURE PAGE

#### PRICES

Prices quoted shall remain Firm for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain Firm from date of award through successful completion of all specified requirements of this contract.

SIGNATURE OF AUTHORIZED FIRM REPRESENTATIVE: \_\_\_\_\_

*Wanda M. Stallworth*

**NOTE:** The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this offer and is in receipt of all addendum as issued.

FIRM: The Leadership Group LLC \_\_\_\_\_

ADDRESS: 995 N. Pontiac Trail CITY Walled Lake STATE MI ZIP 48390  
Suite # 1116

TELEPHONE NUMBER (517)803-8730 FAX NUMBER ( ) \_\_\_\_\_

REPRESENTATIVE'S NAME: Wanda M. Stallworth \_\_\_\_\_

(Print)

SIGNATURE OF AUTHORIZED FIRM REPRESENTATIVE: \_\_\_\_\_

*Wanda M. Stallworth*

TERMS: \_\_\_\_\_ EMAIL: \_\_\_\_\_

COMPLETION: AS SPECIFIED IN RFP REQUIREMENTS.

#### EXCEPTIONS:

Any exceptions, substitutions, deviations, etc. from City specifications and this proposal must be stated below.

The reason(s) for the exception, substitution, and/or deviation are an integral part of this proposal offer:

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**ACKNOWLEDGEMENT:** I, Wanda M. Stallworth \_\_\_\_\_, certify that I have read the **Instructions to Proposers** (4 Pages) and that the proposal documents contained herein were

obtained directly from the City's Purchasing Department or MITN website, [www.mitn.info](http://www.mitn.info) and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED FIRM REPRESENTATIVE:

A handwritten signature in dark ink, appearing to read "Wanda M. Bellwinkle", is written over a horizontal line.

**IMPORTANT:** All City of Troy purchases require a **MATERIAL SAFETY DATA SHEET**, where applicable, in compliance with the **MIOSHA** "Right to Know" Law.

**NOTE:** The City of Troy, at their discretion, may require the bidder(s) to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

**U.S. FUNDS:** PRICES QUOTED SHALL BE IN U.S. CURRENCY.

G: RFP-COT 21-45 – Retreat Facilitators



**CITY OF TROY**  
**INDEMNIFICATION (Hold Harmless) CLAUSE**

To the fullest extent permitted by law,

The Leadership Group LLC. agrees to defend, pay on  
(Name of Contractor / Organization)

behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract/agreement.

*The Leadership Group LLC*

\_\_\_\_\_  
Contract / Agreement

Wendy M. Allworth 7-28-2021  
Contractor/Organization representative signature/date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
City of Troy representative signature/date

\_\_\_\_\_  
Witness



### ***Legal Status of Bidder:***

**The Bidder shall fill out the appropriate form and strike out the other two:**

The Leadership Group LLC

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A **corporation** duly organized and doing business under the laws of the State of Michigan for whom Wanda M. Stallworth, bearing the office title of Senior Consultant, whose signature is affixed to this proposal, is duly authorized to execute contracts.

A **partnership**, all members of which, with addresses, is:

Wanda M Stallworth

Lynda Jefferies

Jose Reyes

The mailing address for TLG Consultants:

The Leadership Group LLC

995 N. Pontiac Trail

Suite 1116

Walled Lake, MI 48390

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AN **INDIVIDUAL**, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

Wanda M. Stallworth



AN INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL: Wanda M. Stallworth



**CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT**

TO WHOM IT MAY CONCERN:

Wanda M. Stallworth \_\_\_\_\_, being duly sworn deposed, says that he/she  
(Print Full Name)

is The Leadership Group LLC . The party making the foregoing proposal or bid,  
(State Official Capacity in Firm)

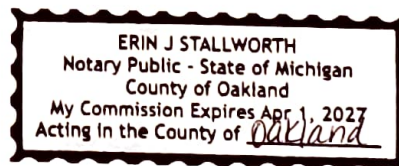
that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

Wanda M. Stallworth

SIGNATURE OF PERSON SUBMITTING BID

[Signature]

NOTARY'S SIGNATURE



Subscribed and sworn to before me this 28th day of July, 2021 in and for Oakland County.

My commission expires:

Apr. 1, 2027



## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
  - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
  - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

***[X] I am able to certify to the above statements.***

The Leadership Group LLC

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Name of Agency/Company/Firm (Please Print)

Wanda M. Stallworth, Senior Consultant

---

Name and title of authorized representative (Please Print)

*Wanda M. Stallworth*

7/28/2021

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Signature of authorized representative

Date

***[ ] I am unable to certify to the above statements. Attached is my explanation.***



## VENDOR CERTIFICATION THAT IT IS NOT AN "IRAN LINKED BUSINESS"

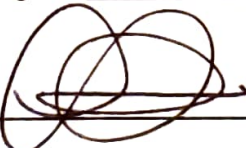
Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

<b>Vendor</b>	
Legal Name	The Leadership Group LLC
Street Address	995 N Pontiac Trail, Suite 1116
City	Walled Lake
State, Zip	MI 48390
Corporate I.D. Number/State	#801388622 / Michigan
Taxpayer I.D. #	#82-3386832

The undersigned, with: 1.)full knowledge of all of Vendors business activities, 2.)full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent: Wanda M. Stallworth

Printed Name of Vendor's Authorized Agent: \_\_\_\_\_ Wanda M. Stallworth \_\_\_\_\_

Witness Signature: 

Printed Name of Witness: \_\_\_\_\_

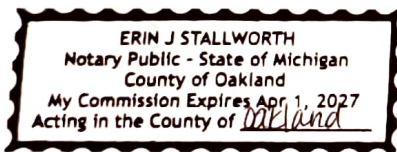




**Proposer's Sworn and Notarized Familial Disclosure**  
*(to be provided by the Proposer)*

The undersigned, the owner or authorized officer of The Leadership Group LLC (the "Proposer"), pursuant to the familial disclosure requirement provided in the Request for Proposal, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employees of The Leadership Group LLC and any member of the City of Troy City Council or City of Troy management.

**List any Familial Relationships:**



**BIDDER:**

The Leadership Group LLC

By: Wanda M. Stallworth

Its: Senior Consultant

STATE OF MICHIGAN )

)ss.

COUNTY OF Oakland )

This instrument was acknowledged before me on the 28<sup>th</sup> day of July, 2021, by

[Signature], notary



## WANDA M. STALLWORTH

353 Sawgrass, Lake Orion, MI 48359

Cell: (517)803-8730 / Email: [wstallworth@theleadershipgroup.com](mailto:wstallworth@theleadershipgroup.com)

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### ***Human Resources Leadership Experience***

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- |                        |                                 |                              |
|------------------------|---------------------------------|------------------------------|
| • Employment Law       | • Staff Recruitment & Retention | • Orientation & On-Boarding  |
| • FMLA/ADA/EEO         | • Employee Relations            | • Training & Development     |
| • Mediation & Advocacy | • Benefits Administration       | • Performance Management     |
| • HRIS Technologies    | • HR Program/Management         | • Organizational Development |
|                        | • HR Policies & Procedures      |                              |

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### ***Professional Experience***

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#### **THE LEADERSHIP GROUP LLC**

**2017 - PRESENT**

*The Leadership Group is a team of experienced business executives who have a passion for leadership development. We take pride in bringing our expertise and team approach to provide customized clientfocused consulting services.*

#### Senior Consultant

Provide results-oriented solutions of both non-profit and for-profit organizations, that build the capability and success of leaders, teams, and individuals. Expert consultation focuses in the areas of leadership and organizational development, including the following:

- |                              |                              |
|------------------------------|------------------------------|
| • Leadership Assessment      | • Human Resources Management |
| • Executive Coaching         | • Strategic Planning         |
| • New Leader Assimilation    |                              |
| • Developing Effective Teams |                              |

#### **Wannie Style Handbags & Accessories**

**2010 – 2020**

*Premier provider of quality handbags and accessories through various retail outlets such as Mall In-Line Stores and Kiosks, Internet shopping, exhibitor events and House Party ~ Wannie Style brand shopping experiences.*

## Summary

Owner/Consultant for Wannie Style Handbags & Accessories. Responsible for day-to-day operations management of Internet shopping sites, Expos, Conventions and Home Shows. Responsibilities include location selection, business development, and customer engagement and retention. Ensure revenue generation and financial success of each site location exceeding established goals and customer expectations. Formally located in Michigan retail shopping malls/centers, including Flint, Lansing, Muskegon, and Grand Rapids.

### Key Responsibilities

- ◆ Development of marketing strategies and promotional campaigns
- ◆ Inventory control/ procurement
- ◆ Financial record keeping and reporting
- ◆ Website and Social Media development
- ◆ Policies and procedures development and implementation
- ◆ Diversity driven recruitment/ new hire employee on-boarding
- ◆ Business Development/ Revenue Generation

## **Corinthian Colleges, Inc., Santa Ana, CA**

**2006 – 2011**

*Former leading network of Career Training Schools with 120 campuses across the US and Canada under the Everest, Heald and Wyo-Tech Brands.*

### Regional HR Business Partner

In partnership with senior leadership, provided guidance on HR policies, practices and initiatives, within assigned region. Acted as a partner to the field by embedding corporate HR strategy and providing professional HR guidance and support to relevant campus and regional management with the objective of adding value to the business. Provided regional HR support of Everest Campuses and Wyo-Tech campus across multiple states.

### Key Responsibilities

- ◆ Contributed to the business strategy by helping business leaders to identify, prioritize, and build organizational capabilities, behaviors, structures, and processes.
- ◆ Used professional expertise to align talent management processes with the business goals and longer-term business requirements.
- ◆ Assessed and counseled RVPs and College Presidents on overall performance management; recruitment; promotions; job descriptions and skills coaching.
- ◆ Coached senior management on employee relations including all aspects of terminations up to and including legal issues.

- ◆ Conducted and coordinated all investigations in support of corporate ethics and values in collaboration with corporate HR and/or in-house counsel.
- ◆ Ensured that a strong, diverse leadership and a coaching culture permeated the organization.
- ◆ Identified and drove the communication and sharing of best practices across functions to facilitate continuous improvement.
- ◆ Developed and promoted feedback mechanism for employees to influence the continuous improvement of HR services and processes.

## **Chase Bank – Michigan**

**1976 - 2006**

*Premier Financial Services Company*

### HR Consultant/Business Partner, 1998 to 2001

Promoted to fulfill a broad range of HR functions, including recruiting, and training employees, administering benefits, overseeing disciplinary action, and managing HR records. Coordinated annual performance management processes, coordinated job fairs and corporate wellness programs, and performed exit interviews.

#### Key Responsibilities:

- Provided HR support for 42 Retail Banking Centers and 250-employee Call Center within major metropolitan market (Detroit and surrounding communities)
- Conducted and coordinated all investigations and third-party claims within assigned regions. Compiled annual Affirmative Action Plans for assigned markets.
- Devised creative and cost-effective mentoring program that increased employee satisfaction and productivity.
- Coordinated new-hire orientation/on-boarding program to include HR information and company resources.
- Effective team player: ability to engage, inspire and influence people.
- Experienced dealing effectively with various levels of management; established relationships as trusted advisor with clients at senior management level; served as valued resource and coach to management and staff of assigned markets.

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## ***Education***

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### **Concordia University, Ann Arbor, MI**

BA, Human Resources Administration

### **Professional Certifications**

#### Management Research Group (MRG):

- SLD – Strategic Leadership Development
- IDI – Individual Directions Inventory
- PD – Personal Directions

**Lynda K. Jeffries, PhD**  
834 Seville Row - Detroit, Michigan 48202  
313-515-4363 - ljeffries@theleadershipgroup.com

## **EDUCATION**

Doctor of Philosophy in Education Specialization in Training and Performance Improvement Capella University, Minneapolis, MN Dissertation Topic: <i>Referral Decisions as a Core Competency: Experiences of Coaches of Nonprofit Executives</i>	2012
Education Specialist in Instructional Technology Wayne State University, Detroit, MI	2004
Master of Arts in Business Administration - Management University of Detroit, Detroit, MI	1993
Bachelor of Science in Business Administration Lawrence Technological University, Southfield, MI	1989

## **TEACHING EXPERIENCE**

<b>Adjunct Faculty</b> <b>Lawrence Technological University</b> Courses taught (masters level): <i>Leadership and Management, Strategic Nonprofit Management</i>	<b>09/2006 to 02/2009</b>
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<b>Adjunct Faculty</b> <b>Davenport University</b> Courses taught (undergraduate): <i>Business Ethics, Management Principles, Social Diversity, Women in Management, Business and Society, Fundamentals of Speech, Professional Etiquette</i>	<b>07/2001 to 03/2005</b>
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## **CERTIFICATION**

ACE Certified Coach, World Business and Executive Coaching Summit, 2020  
Council of Michigan Foundations, Leadership Coach, 2014  
Life Reimagined Guide, AARP Michigan, 2014  
Certified Facilitator, Management Research Group Leadership Effectiveness Assessment, 2006  
United Way BEST Nonprofit Project Consultant/Leadership Coach, Flint/Genesee County, 2004  
NCCJ, "Building Inclusive Communities" Organization Development Consultant, 2003  
Professional Qualification, Myers-Briggs Type Indicator, 1996

## PROFESSIONAL EXPERIENCE

**Leadership and Organization Development Consultant** **04/2003 to Current**  
**The Leadership Group LLC**

Coached executives using 360 assessment data to develop action plans for improving leadership effectiveness. Gathered and reviewed extant, survey, focus group and interview data to complete organizational assessments for nonprofit agencies pursuing capacity building grants. Facilitated strategic planning, leadership development, team building, succession planning, performance evaluation, board retreats and staff development initiatives.

**Leadership Skills Facilitator, Jawood Management Associates** **10/2001 to 06/2006**

**Diversity Consultant, Michigan Roundtable for Diversity and Inclusion** **10/2002 to 01/2005**

Facilitated leadership training in diversity and inclusion, time management, coaching, performance management, conflict resolution, and listening skills for upper level management and executive personnel.

**SBC/AMERITECH MICHIGAN:**

**External Affairs Director, Corporate** **03/2000 to 11/2000**

Managed contributions budget and consulted with non-profit agencies to secure foundation grants. Lobbied state legislators and local key leaders to influence telecommunications policy and legislation. Served as the corporate liaison to community groups, city and county governments, and chambers of commerce within the South Oakland County geography.

**Performance Assurance Manager, Human Resources** **11/1996 to 02/2000**

**Team Coach, Enhanced Business Assured Response Centers** **06/1990 to 10/1996**

Coached functional, cross functional and multi-level customer service teams in performance assessment, meeting management, conflict resolution, problem solving, decision making, leadership, consultative selling, change and stress management. Led and managed entry level training programs for computer programmer/analysts with 97% graduation rate. Designed and developed performance support systems, job aids, and development plans for over 2200 Telecommunications Specialists

## PUBLICATIONS

Jeffries, L. K. (2012). *Referral decisions as a core competency: Decisions of coaches of nonprofit executives*. (Doctoral Dissertation). ProQuest /UMI, 2012. (Publication No. 3546672)

Jeffries, L. and Amsden, T. (2012). Increasing diversity of leadership in environmental nonprofit organizations in a major brownfield city: Phase 2. *Journal of Diversity Management*, 7(1), 27-33.

Jeffries, L. and Amsden, T. (2009). Increasing diversity of leadership in environmental nonprofit organizations in a major brownfield city: Phase 1. *Environmental Practice*, 11(3), 164-169.

## ARTICLES

Jeffries, L. (2018). *Delicate balance: Transparency and confidentiality*.  
<http://theleadershipgroup.com/team-building/delicate-balance-transparency-and-confidentiality/>

Jeffries, L. (2017). *Leading in a polarized climate: It begins within*. <http://theleadershipgroup.com/team-building/leading-in-a-polarized-climate-it-begins-within/>

Jeffries, L. (2016). *Leadership courage*. <http://theleadershipgroup.com/team-building/leadership-courage/>

## PROFESSIONAL PRESENTATIONS

*Ask the Experts- Anti-Racism Ally: Navigating Meaningful Conversations*, LiveOnNy, February 2021

*Navigating the Waves of Civil Discourse: Leading the Return to Civil Discourse*, Council of Michigan Foundations Leadership Conference, Co-presenter, 2020

*Unconscious Bias: From Awareness to Action*, Leading Age of Michigan Annual Conference, Co-presenter, 2020

*Transformational Coaching Through Emotional Intelligence*, Mid-Large Agency Alliance of Big Brothers Big Sisters, Flint, MI, 2019

*Emotional Intelligence: Foundation for Problem Solving*, Early Childhood Pre-Service, Starfish Family Services, 2019.

*DiSC©, Diversity, Equity & Inclusion*. Henry Ford College, State of the College Meeting, Ypsilanti, 2017

*Managing Emotions for Consistent Results*. Staff Development Day, Detroit Public Library, 2016

*Collective Impact 101*. Michigan Assoc. of United Ways Annual Conference, Crystal Mountain, MI, 2014

*Five Generations of Women Thriving Together*. Women and Leadership in the Workplace Conference, Michigan Business & Professional Association, Dearborn, MI, 2009

*Workplace Stress and Conflict Management*, Dykema Gossett PLLC Labor and Employment Seminar, Ypsilanti, MI, 2007.

*Alumni Judge, 7<sup>th</sup> Annual Ethics Bowl - University of Detroit Mercy*. Department of Philosophy, University Honors Program and the College of Liberal Arts, 2006.

*Team Innovation*. Detroit Regional Chamber, Team Building Seminar, Detroit, MI, 2004

*Ethics & Confidentiality: Respecting, Protecting, and Defending the Rights of Customers and Colleagues* Child Care Coordinating Council Staff Development Day, Detroit, MI, 2003

*Diversity Audits: Step One in Developing a Plan*. Oakland County Employment Diversity Council, Annual Diversity Conference, Moving Beyond Awareness, 2003

## PROFESSIONAL AWARDS/RECOGNITION

*Trustee of the Year*, LeadingAge of Michigan, 2014

*Distinguished Volunteer*, Association of Fund Raising Professionals, Greater Detroit Chapter, 2013

*Recipient of the Outstanding Instructional Technology Education Specialist Student Award* Wayne State University School of Education, 2004

## COMMUNITY INVOLVEMENT

- Board Secretary, Bridging Communities, Inc. (2017-current)
- Board Chair, Presbyterian Villages of Michigan, Southfield (2012 - 2013)
- PVM Village Board Member: Brush Park, Woodbridge Manor and Thome Rivertown (2012-Current)
- Christian Education Director, Historic Little Rock Baptist Church, Detroit (2003 - current)
- Committee Chair: Governance, Compensation, Presbyterian Villages of Michigan (2015-2017)
- Board Chair, Considine Family Life Center, Detroit (2007 - 2018)
- State Bar of Michigan, Presidential Diversity and Inclusion Advisory Group, (2010-2012)
- Co-Host, “Hello Detroit” talk show, WGPR 107.5 FM, Detroit (2010-2012)

**CONSULTING  
PARTIAL CLIENT LIST, 2001 – CURRENT**

*Southeast Michigan*

- Child Care Network
- Consumers Energy
- Detroit Parent Network
- Detroit Planning and Development
- Detroit Public Library
- Early Childhood Investment Corporation
- Grosse Pointe Chamber of Commerce
- Jewish Family Services
- Jewish Senior Life
- Leader Dogs for the Blind
- Macomb Community Action
- Macomb County - OneMacomb
- Presbyterian Villages of Michigan
- Southeast Michigan Senior Regional Collaborative
- The Senior Alliance
- YWCA Metropolitan Detroit
- Silver Maples of Chelsea
- SEMCOG

*Foundations*

- Charles Stewart Mott Foundation
- Omega Foundation
- PVM Foundation
- Torch of Wisdom Foundation
- Council of Michigan Foundations
- Community Foundation - Muskegon County

*Higher Education*

- Henry Ford College
- Oakland University
- University of Michigan-Ann Arbor, Flint
- University of Michigan Alumni Association

*Flint/Genesee County Area*

- BEST Project/United Way Genesee County
- Big Brothers Big Sisters of Flint and Genesee County
- Boys & Girls Clubs of Greater Flint
- Community Resolution Center
- Crossover Outreach Ministries
- Ennis Center for Children
- Flint & Genesee Chamber of Commerce
- Flint Institute of Music
- Flint Public Library
- Friends of Berston Field House
- Genesee County Community Collaborative
- Genesee County Parks and Recreation
- Genesee County Youth Corps
- Habitat for Humanity
- McFarlan Villages/Court Street Commons
- Metro Housing Partnership
- Mt. Olive CDC
- Red Cross – Michigan Region
- R. L. Jones Community Outreach Center
- Voices for Children Advocacy Center
- YWCA of Greater Flint

*Other*

- LiveOnNY (Organ Donor Agency), New York

# José A. Reyes Jr.

372 Sedgewood Lane, Ann Arbor MI, 48103 | 313.720.6363 | jose@jreyespro.com | www.jreyespro.com

## Executive Leadership & Management Professional

### PROFESSIONAL SUMMARY

*Dynamic, goal oriented social engineer and change agent with proven leadership skills. Over 20 years of experience working with government, non-profits, and the private sector delivering innovative strategies for maximized results.*

**Organizational Change Agent:** Successfully transformed a city managed agency into free a standing, 501c3 public non-profit agency, decreasing operating cost by 40% with a 60% performance outcome increase during the first year of operation.

**Fiscal Management:** Executed fund development strategies yielding 15 million dollars in additional grant, philanthropic, and private dollars for expansion and restoration of DESC's financial health. Managing an operating budget of \$40 million dollars.

**Innovator:** Creation of White House recognized Tech Hire initiative, development of a 21st century Multi-generational Career Technical Center, and expansion of Grow Detroit's Young Talent GDYT (Summer Youth Program) to 8,000 kids.

### Core Leadership Qualifications

- |                                  |                          |                           |
|----------------------------------|--------------------------|---------------------------|
| • Strategic Planning             | • Quality Assurance      | • Program Evaluation      |
| • Marketing and Fund Development | • Operation Management   | • Research and Evaluation |
| • Fiscal Management              | • Process Management     | • Training & Development  |
| • Organizational Development     | • Policy Development     | • Group Facilitation      |
| • Capacity Building              | • Technology Integration | • Community Organizing    |
| • Change Management              | • Knowledge Management   | • Advocacy                |

### Professional Affiliations

- Detroit Parent Network Board Chair
- JP Morgan Detroit Workforce System Leadership Development Academy Advisory Board
- Detroit Regional Chamber
- Workforce Intelligence Network (WIN) Board (2011-2017)
- WCCCD Cyber Security Advisory Board (2014-2017)
- Detroit Renaissance Council Steering Committee
- Operation Hope Advisory Board (2016-2017)
- Board of Directors, Southwest Solutions, Detroit MI (2002-2016)
- University of Michigan School of Social Work Alumni Board of Governors Emeritus



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## PROFESSIONAL EXPERIENCE

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### President and CEO

NORTH STAR CONSULTING GROUP LLC,

*Executive oversight of a full-service management consulting and technical services firm; specializing in helping nonprofits and public sector increase productivity and performance through strategy, implementation, and support.*

2018–Present

Ann Arbor, MI

#### Key Accomplishments:

- Optimization of Detroit Public School Community District (DPSCD) Career Technical programs
- Development of a Multi-generational pathways to college and careers
- Successful development of SBE pipeline for the Detroit-Wayne County Metro Airport Authority

### Executive Leadership

DETROIT EMPLOYMENT SOLUTIONS CORPORATION,

Responsible for strategic direction and operational management of the City of Detroit's public workforce system. Active ambassador of the City's and DESC's vision, mission, and goals, among various stakeholders and community at large.

2012–2017

Detroit, MI

#### Key Accomplishments:

- Successful fiscal oversight of over 60 million dollars in Federal, State, and Philanthropic annual funding
- Aligning structural and operational elements to the mission and vision of the Mayor's Workforce Development Board, while maintaining integrity to the state and federal regulations.
- Supporting the development of high-quality partnerships and impactful collaborations with value added partners
- Assessment and optimization DESC's operations (2017)
- Experience IT and Tech Hire training model (2016)
- Establishment of Youth Engagement Center (2016)
- Expansion of Summer Youth Program, to 8,000 youth (2016)
- Formation of cluster-based employer engagement strategies.
- Successfully implemented leading-edge technology to manage grants and service delivery
- Recognized by the Department of Labor and the White House for innovative service strategies (2014)
- Recognized by the Michigan Works Association for outstanding performance (2013)

Vice President, Compliance & Public Affairs 2017-2018

Interim President & CEO 2016- 2017

Chief Operations Officer 2012- 2016

### Deputy Director

Detroit WORKFORCE DEVELOPMENT DEPARTMENT,

2011- 2012

Detroit, MI

#### Key Accomplishments:

- Provided service to over 40,000 adult and youth in Detroit
- Successful restructure of organization
- Implemented lean processing of all departmental functions

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## PROFESSIONAL EXPERIENCE CONTINUED

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### Director of Public Sector Solutions

2001–2011

PRISM SOLUTIONS

Southfield, MI

*A full-service management and technical services consulting firm specializing in providing professional services to healthcare, government, nonprofits, and private business enterprises.*

#### Key Accomplishments:

- Helping clients build capacity, improve performance, and find value

Relevant Clients: City of Detroit, Detroit LISC, Focus Hope, SER Metro, Warren Conner Development Coalition, DMC, Oakland University, United Way of Genesee County, Ruth and Charles Mott Foundation

### Chief Information Officer

1997–2001

DETROIT WAYNE COUNTY MENTAL HEALTH AGENCY

Detroit, MI

*The nation's largest public health system. An agency with an annual budget of over \$500 million and a service provider network of over 50 providers, offering a comprehensive array of services to over 60,000 consumers and families in Wayne County with mental illness, substance abuse, and/or developmental disabilities.*

#### Key Accomplishments:

- Successful Implementation of MPCN Network Model
- Re-engineered administrative and clinical operating processes
- Developed integrated Quality Management (QM) plan and performance monitoring system

Department Manager III 1998-2000

Data Analyst Program Developer 1997-1998

### Higher Education Diversity and Inclusion Specialist

1989–1996

UNIVERSITY OF MICHIGAN

Ann Arbor, MI

Senior Program Evaluator UAW-GM EDC Program, School of Social Work 1996–1997

Graduate Researcher School of Social Work 1995–1996

Associate Researcher, Office of Multicultural Initiatives 1994–1995

Assistant to the Vice Provost for Minority Affairs 1989–1992

#### Key Accomplishments:

Developed and implemented policy, programs, and research designed to promote access and achievement for underserved populations. Promoted diversity among the entire campus community, resulting in increased enrollment and retention of underserved populations, and a new policy that created a more diverse and representative university community.

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## EDUCATION

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**B.A. in Sociology**, University of Michigan, Ann Arbor, MI, College of Literature, Science & Arts

**Sub-concentration** Law, Criminology, and Deviancy

**M.S.W.** University of Michigan, Ann Arbor, MI School of Social Work

*Additional coursework*

University of Detroit Law School

Leadership & Team Building Training, ASE

Project Management Professional (PMP) Certification Courses I and II, Washtenaw Community College

Continuous Quality Improvement (CQI) Train the Trainer



## ABOUT THE LEADERSHIP GROUP LLC

The Leadership Group LLC (TLG), a majority woman-owned consulting firm, was established in 1997. TLG models diversity, equity, and inclusion with 8 consultants that are diverse in race, gender, religion, and professional backgrounds of law, telecommunications, human resources, higher education, social service, and management. We celebrate and leverage our unique gifts, styles and differences which strengthen our ability to provide outstanding services to diverse client groups that include for-profit corporations, nonprofits, universities, health care, government, foundations, and community development groups and agencies. It is the policy and commitment of TLG that it does not discriminate in terms, conditions, or privileges of consulting services or employment on the basis of race, age, color, sex, national origin, gender identity, physical or mental disability, or religion or otherwise as may be prohibited by federal, state, and local law.

TLG is a team of experienced business executives who have a passion for leadership development and organizational capacity building. We take pride in our 24-year history of bringing our expertise and team approach to provide customized client-focused consulting services. Our services include diversity/equity/inclusion, leadership development, executive coaching, succession planning, board development, nonprofit management, strategic planning, culture assessment fund development, mergers/acquisitions, public sector strategy, community development, work force development and human resources management. In our engagements, we strive to model techniques to equip our clients to sustain the development and progress ongoing.

We customize our approaches and methodology to meet the unique needs of our clients. Our services include organizational assessments and audits based on surveys, focus groups and/or individual interviews. Our analysis and interpretation of primary data we gather and secondary data from organizational documents, benchmark studies and literature reviews help identify strategic issues and inform the development of measurable goals and objectives for action. We have custom-designed interventions that include raising awareness, coaching, civil discourse, culture change initiatives, team development, specialized training, facilitated discussions, and planning for implementation and sustainability.

[Theleadershipgroup.com](http://Theleadershipgroup.com)

Opening Date - 07/29/2021  
Date Reviewed - 07/29/2021

CITY OF TROY  
TABULATION  
RETREAT FACILITATOR SERVICES

RFP-COT 21-45  
Pg 1 of 1

ORGANIZATION NAME:	The Leadership Group LLC	
CITY:	Walled Lake, MI	
<b>PROPOSAL: RETREAT FACILITATOR SERVICES</b>		
<b>DESCRIPTION</b>	<b># OF HOURS</b>	<b>PRICING</b>
Key Personnel for proposed services	90	\$20,250.00
Fee Proposal for Professional Services proposed	Not Specified	
Additional Expenses	Not Specified	
<b>TOTAL COST:</b>		
Monthly Payment Proposal:	\$5,062.50	
Identify how travel time is handled and invoiced; if applicable.	Not Specified	
Reimbursable Expenses and Mark up; if any.	Not Specified	
Project Schedule can be met:	Y or N	Y
Project Understanding and Approach Provided:	Y or N	Y
Staffing Proposal Provided:	Y or N	Y
Experience and References Provided:	Y or N	Y
Fee Proposal Provided:	Y or N	Y
Pricing Detail Provided:	Y or N	Y
Insurance can be met:	Y or N	Not Specified
Exceptions:	Y or N	N
Acknowledgement:	Y or N	Y
Forms:	Y or N	Y

**ATTEST:**

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

Bob Bruner

Cheryl Stewart

Jackie Ahlstrom

Emily Frontera

Purchasing Manager

## **Consulting Services Agreement**

The Leadership Group LLC (called "TLG") and the City of Troy (called "Client") agree to this Consulting Services Agreement (called "Agreement"):

***Independent Contractor.*** TLG and its consultants are independent contractors to Client under this Agreement. TLG shall carry General Liability and Errors and Omissions insurance, as well as automobile liability insurance, professional liability insurance and workers compensation insurance. Client may request copies of satisfactory insurance coverage. TLG also agrees to indemnify and hold harmless Client against any and all demands, suits, or loss, including all costs connected therewith and for any damages that may be asserted, claimed or recovered against Client as a result of the services performed under this Agreement. Client will not be responsible for payment of income taxes, social security taxes, or benefits arising out of TLG's work under this Agreement.

***Services, Program Design, Scheduling and Consultants.*** TLG will provide consulting services to Client as described below. **Wanda M. Stallworth**, will be the primary TLG consultant and contact working for Client under this Agreement.

***Scheduling.*** The parties understand that time is of the essence for the City Council organization meeting, which is scheduled for November 8, 2021, and the November 13 Strategic Planning Event. The parties also understand that the strategies are required to be presented to the Troy City Council in December 2021, because of City budgetary constraints. As to all other dates provided by TLG in its bid, the timing of the work is subject to the availability of participants, TLG consultants and the date on which this contract is signed. Both TLG and Client will cooperate to have mutually convenient timing for all activities. Together TLG and Client will develop an agreed upon schedule within one month of the execution of this Agreement.

### ***Joint Accountabilities.***

The Client will:

- Identify an internal person to support scheduling of meetings, arranging for the facilities to be used for the meetings and sending/emailing invitations and receiving responses.
- If in-person meetings become safe, provide, or arrange for a location and all refreshments and materials (markers, easels, easel paper, audio-visual equipment, electrical cords, etc.) required for sessions and meetings. TLG will provide a list of all required materials at least one month in advance.

TLG will:

- Duplicate and assemble all participant materials required for the sessions and meetings.
- Facilitate sessions and meetings in a professional manner, bringing TLG experience to the project.
- Function as an independent contractor under this Proposal.

- Furnish all research, labor, and equipment necessary to perform all of the work as identified on the attached and incorporated Proposal.

The Client and TLG are jointly responsible to:

- Alert each other of anything learned that may materially affect project success.
- Respect each other's confidentiality and proprietary materials and approaches.
- Achieve reasonable accommodation for conflicts, unforeseen events and other priorities.
- Work together to develop a mutually convenient schedule of activities or meetings.
- Follow pandemic safety requirements.

**Confidentiality, Ownership of Work and Other Work By TLG.** TLG agrees to keep confidential any confidential information disclosed by Client. Any final report by TLG shall be the property of the Client. Client will protect TLG proprietary processes and TLG copyrighted materials and not disclose same, except as necessary in the course of service provided by TLG to Client, or except as provided by law. This Agreement does not limit TLG from providing similar services for any other person or organization.

**Compensation, Invoicing, Payment and Expense Reimbursement.** Based on our best practice experience, TLG proposes the following conservative estimate of the hours and associated costs to successfully conduct the various activities of the project. TLG's total cost for all services performed under this proposal shall not exceed \$20,250 dollars without the prior written authorization of the City Council. Client will pay \$5,062.50 as a deposit upon the execution of this Agreement. The remaining invoices for work shall be submitted to Client on a monthly basis, and shall reflect the work TLG has performed on behalf of Client. All invoices shall state the basis for the amount invoiced, including services completed and the number of hours spent. Below is the not-to-exceed fee proposal.

Tasks/Services	Key Personnel Hours *	Hourly Rate	Pricing
1. Meet with City Mgmt. to confirm scope, workplan/timeline, and deliverables	3	\$225	\$675
2. Review existing documents, reports and planning data as input to the process.	6	\$225	\$1350
3. Work with Project Team to develop agendas and inventory of General Fund Programs. Facilitate and document project meeting results.	18	\$225	\$4050
4. Meet with City Council to identify goals and objectives.	12	\$225	\$2700
5. Finalize retreat agenda, develop materials (homework), distribute to participants	6	\$225	\$1350
6. Facilitate retreat discussions of goals and objectives. Capture and document results	24	\$225	\$5400

7. Create project summary report, including strategic plan document	6	\$225	\$1350
8. Review draft project report with Project Team/City Mgmt.	3	\$225	\$675
9. Present Final report and plan document (goals and objectives) to City Council	3	\$225	\$675
10. Communicate and provide periodic status reports to Leadership Team/City Mgmt.	9	\$225	\$2025
<b>Total Cost</b>	<b>90</b>	<b>\$225</b>	<b>\$20250</b>

\* TLG Consultants: Wanda Stallworth, Lynda Jeffries, and Jose Reyes (hourly rates are the same)

Additional Payment terms are:

- Client will not be responsible to reimburse for TLG's travel in southeast Michigan. TLG does not anticipate any travel outside southeast Michigan for the work described, but if required, TLG will first obtain approval of the City Manager before incurring any such travel expenses, which would be reimbursed.
- All checks should be payable within 30 days of the receipt of the invoice, and sent to:

The Leadership Group LLC  
P.O. Box 1116  
Walled Lake, MI 48390-1116

**Modification.** TLG and Client may agree to add services to this Agreement by a letter signed by both TLG and Client. No change of this Agreement will be valid unless in writing signed by both Client and TLG. Waiver by either Client or TLG of a breach of a term of this Agreement shall not waive any subsequent breach.

**Agreement Duration and Termination.** This Agreement may not be terminated without cause. The Agreement can be terminated, for cause, by TLG if Client fails to pay invoices within 30 days, or fails to complete its duties, as set forth in the Agreement. The Agreement can be terminated, for cause, by Client if the Troy City Manager determines that TLG has failed to meet the agreed upon deadlines, or has poorly performed its duties and responsibilities under this Agreement. This Agreement will be automatically terminated when all intended services under the Agreement have been performed by TLG. Client will pay for services performed in accordance with the Agreement by TLG up to any effective date of termination. TLG and Client agree that the sections of this Agreement on Confidentiality, Ownership of Work and Other Work by TLG will survive termination of this Agreement.

**Miscellaneous.** Neither Client nor TLG may sell or assign this Agreement without the signed written consent of the other. This Agreement is binding on the successors of Client and TLG. This Agreement is governed by the laws of the State of Michigan. This

Agreement is the entire agreement between Client and TLG and supersedes all prior agreements or understandings between Client and TLG.

Client and TLG, with the execution of this Document, affirms its authority to enter into this Agreement and be bound by its terms and conditions.

**For City of Troy, MI:**

By: \_\_\_\_\_  
Ethan Baker

Its: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Aileen Dickson

Its: \_\_\_\_\_  
City Clerk

Phone: 248- 524-3330

500 W. Big Beaver Road

Troy, MI 48084

Date: \_\_\_\_\_

**For The Leadership Group LLC:**

Wm Stallworth  
Wanda M. Stallworth

Senior Consultant

Phone: 517-803-873

The Leadership Group LLC

PO Box 1116

Walled Lake MI 48390-1116

Date: 8-20-2021 \_\_\_\_\_



Council Member Chamberlain-Creanga 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, August 9, 2021, at City Hall, 500 W. Big Beaver Rd. Mayor Baker called the meeting to order at 7:31 PM.

## **B. ROLL CALL:**

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

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

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**C-1** American Lung Association Presentation to the City of Troy – Fire Department Stair Climb Fundraiser *(Presented by: Maureen Rovas, Executive Director, American Lung Association)*

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**C-2** 2021 Youth Achievement Award Winners of the Annual SAFEbuilt Scholarship – Julia Levy and Arjun Tholapakalli *(Presented by: Cindy Stewart, Community Affairs Director; Dana Self, Building Official; Paul Featherston, SAFEbuilt Regional Operations Manager)*

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**C-3** Proclamation Celebrating Carter Koenigsknecht Second Place Winner in the National Kids Idea Tank Competition *(Presented by: Mayor Ethan Baker)*

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## **D. CARRYOVER ITEMS:**

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**D-1** No Carryover Items

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## **E. PUBLIC HEARINGS:**

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**E-1** No Public Hearings

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## **F. PUBLIC COMMENT:**

There was no one wishing to provide public comment.

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

**H. POSTPONED ITEMS:****H-1 No Postponed Items****I. REGULAR BUSINESS:****I-1 Board and Committee Appointments: a) Mayoral Appointments – Brownfield Redevelopment Authority, Global Troy Advisory Committee; b) City Council Appointments – None****a) Mayoral Appointments:**

Resolution #2021-08-117

Moved by Baker

Seconded by Chamberlain-Creanga

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

Appointed by Mayor

6 Regular Members

3 Year Term

**Term Expires: 4/30/2024****Joseph Vassallo**

Term currently held by: Joseph Vassallo

**Global Troy Advisory Committee**

Appointed by Mayor

12 Regular Members

3 Year Term

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

Term currently held by: Allison Liu – Graduates 2022

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

Term currently held by: Arjun Tholakapalli – Graduates 2021

Yes: All-7

No: None

**MOTION CARRIED****b) City Council Appointments: None**

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

a) **Mayoral Nominations:** None

b) **City Council Nominations:** None

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**I-3 Request for Closed Session**

Resolution #2021-08-118

Moved by Baker

Seconded by Hamilton

BE IT RESOLVED, That Troy City Council **SHALL MEET** in Closed Session, as permitted by MCL15.268 (e) Pending Litigation – Kiera Grier *v. City of Troy, et. al.*

Yes: All-7

No: None

**MOTION CARRIED**

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**I-4 Bid Waiver – Parks Maintenance Equipment (First Products AERA-vator and TURFCO Mete-R-Matic XL Top Dresser (*Introduced by: Dennis Trantham, Facilities and Grounds Operations Manager*))**

Resolution #2021-08-119

Moved by Hamilton

Seconded by Hodorek

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 Parks Maintenance Equipment including one (1) First Products AERA-vator with associated accessories and one (1) TURFCO Mete-R-Matic XL Top Dresser from the authorized distributor *Spartan Distributors of Sparta, MI*, for an estimated total cost of \$38,804.79.

Yes: All-7

No: None

**MOTION CARRIED**

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**I-5 Annual Designation of MML Voting Delegate and Alternate (*Introduced by: Mark F. Miller, City Manager*)**

Moved by Hamilton

Seconded by Chamberlain-Creanga

BE IT RESOLVED, That City Council **APPOINTS** Council Member Erickson Gault to be the voting delegate and Mayor Pro Tem Brooks to be the alternate for the Michigan Municipal League 2021 Annual Meeting being held at 4:15pm on Wednesday, September 22, 2021 in Ambassador Ballroom East at the Amway Grand Hotel, Grand Rapids, MI.

**Motion to Amend Item I-5 Annual Designation of MML Voting Delegate and Alternate**

Resolution #2021-08-120  
Moved by Erickson Gault  
Seconded by Hamilton

RESOLVED, That City Council **AMENDS** Item *I-5 Annual Designation of MML Voting Delegate and Alternate* by inserting the name of Mayor Pro Tem Brooks as voting delegate; and inserting the name of Council Member Erickson Gault as alternate for the Michigan Municipal League 2021 Annual Meeting.

Yes: All-7  
No: None

**MOTION CARRIED**

**Motion to Amend Item I-5 Annual Designation of MML Voting Delegate and Alternate**

Resolution #2021-08-121  
Moved by Hamilton  
Seconded by Chamberlain-Creanga

BE IT RESOLVED, That City Council **APPOINTS** Mayor Pro Tem Brooks to be the voting delegate and Council Member Erickson Gault to be the alternate for the Michigan Municipal League 2021 Annual Meeting being held at 4:15pm on Wednesday, September 22, 2021 in Ambassador Ballroom East at the Amway Grand Hotel, Grand Rapids, MI.

Yes: All-7  
No: None

**MOTION CARRIED**

**J. CONSENT AGENDA:**

---

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

Resolution #2021-08-122-J-1a  
Moved by Abraham  
Seconded by Hodorek

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

Yes: All-7  
No: None

**MOTION CARRIED**

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

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**J-2 Approval of City Council Minutes**

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Resolution #2021-08-122-J-2

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

- a) Special Joint City Council and Planning Commission Minutes-Draft – July 24, 2021
- b) City Council Minutes-Draft – July 26, 2021

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**J-3 Proposed City of Troy Proclamations: None Submitted**

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**J-4 Standard Purchasing Resolutions:**

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- a) **Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Holiday Lights – Lights of Hope**

Resolution #2021-08-122-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a contract for Proposals A, B, C, D and E for Holiday Lights as specified to the low bidder meeting specifications, *Landscape Services, Inc. of Clinton Twp., MI*, for an estimated cost for installation and removal of \$29,835 and replacement materials at unit prices contained in the bid tabulation, opened July 22, 2021; not to exceed budgetary limitations; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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

- b) **Standard Purchasing Resolution 2: Award to Sole Bidder Meeting Specifications – 2021 Street Tree Planting**

Resolution #2021-08-122-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** a contract to provide and install on as needed basis ball and burlap or container grown trees to the sole bidder meeting specifications; *Marine City Nursery Company of Marine City, MI*, at unit prices contained in the bid tabulation opened July 22, 2021; not to exceed budgetary limitations; a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with the contract expiring June 30, 2022.

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

**c) Standard Purchasing Resolution 4: State of Michigan MiDeal Purchasing Cooperative – DPW Construction Equipment**

Resolution #2021-08-122-J-4c

RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase one (1) John Deere 410L Backhoe for an estimated total cost of \$98,839.23 and one (1) Felling Equipment Trailer for an estimated total cost of \$22,681.90 from the low total bidder, *AIS Construction Equipment Company of New Hudson, MI*, as per the State of Michigan MiDeal Cooperative Contract for an estimated total cost of \$121,521.13.

**d) Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Department of Public Works Main Facility and Parks Garage Heating and Cooling Unit Replacements**

Resolution #2021-08-122-J-4d

RESOLVED, That Troy City Council hereby **APPROVES** expending budgeted capital funds to *Lennox Industries of Troy, MI*, which is the City's HVAC equipment supplier (Resolution #2021-07-113) for the purchase of rooftop heating and cooling units and split furnace and air conditioning units for the Department of Public Works Main Facility and the Parks Garage for an estimated cost of \$46,853 not to exceed budgetary limitations.

**e) Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Stage Nature Center Heating and Cooling Unit Replacements**

Resolution #2021-08-122-J-4e

RESOLVED, That Troy City Council hereby **APPROVES** expending budgeted capital funds to *Lennox Industries of Troy, MI*, which is the City's HVAC equipment supplier (Resolution #2021-07-113) for the Stage Nature Center split furnace and air conditioning replacement units for an estimated cost of \$22,566 not to exceed budgetary limitations.

**f) Standard Purchasing Resolution 9: Approval to Expend Funds for Membership Dues and Renewals Over \$10,000 – Southeast Michigan Council of Governments (SEMCOG)**

Resolution #2021-08-122-J-4f

RESOLVED, That approval is **GRANTED** to pay membership dues to the Southeast Michigan Council of Governments (SEMCOG) in the amount of \$10,777.00, which covers the time period of July, 2021 to July, 2022.

g) **Standard Purchasing Resolution 10: Travel Authorization and Approval to Expend Funds for Troy City Council Member Travel – 2021 Michigan Municipal League Convention**

Resolution #2021-08-122-J-4g

RESOLVED, That Council **AUTHORIZES** City Council Member travel expenses for the Michigan Municipal League 2021 Convention, in accordance with accounting procedures of the City of Troy.

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**J-5 Request to Temporarily Waive Parking Restrictions – Shir Tikvah**

Resolution #2021-08-122-J-5

RESOLVED, That the City Council of the City of Troy hereby **WAIVES** the no parking restrictions on the east side of Northfield Parkway from the parking lot entrance to Congregation Shir Tikvah to the entrance to Boulan Park, as follows:

Monday, September 6 from 7:00 p.m. to 11:00 p.m.

Tuesday, September 7 from 9:00 a.m. to 5:00 p.m.

Wednesday, September 15 from 7:00 p.m. to 11:00 p.m.

Thursday, September 16 from 9:00 a.m. to 9:00 p.m.

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**J-6 Evergreen-Farmington Drain District Agreement**

Resolution #2021-08-122-J-6

RESOLVED, That the Troy City Council **APPROVES** the Evergreen-Farmington Sanitary Drain District Chapter 20 Section 471 Agreement, and **AUTHORIZES** the Mayor and City Clerk to execute the Agreement on behalf of the City of Troy; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

---

**J-7 Application to De-List 6071 Livernois – Ye Olde Flower Barn**

Resolution #2021-08-122-J-7

RESOLVED, That Troy City Council hereby **AMENDS** Section 3 of Chapter 13 of the City Code to eliminate 6071 Livernois as an historic district; a copy of the ordinance amending Chapter 13 shall be **ATTACHED** to the original Minutes of this meeting, and a copy of that ordinance shall be **RECORDED** with the Oakland County Register of Deeds as required by state statute.

---

**J-8 Traffic Committee Recommendations and Minutes – July 21, 2021**

Resolution #2021-08-122-J-8

**4. Request for Traffic Control – Wyngate Drive at Country Ridge Drive**

RESOLVED, That the intersection of Wyngate Drive at Country Ridge Drive be **MODIFIED** from no traffic control to **ADD STOP** signs on the Country Ridge Drive approaches to the intersection.

## **K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:**

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**K-1 Announcement of Public Hearings: None Submitted**

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**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

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**L-1 No Council Referrals**

## **M. REPORTS:**

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**M-1 Minutes – Boards and Committees: None Submitted**

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**M-2 Department Reports:**

- a) Town Center Parking Lot Naming Solicitation Report  
Noted and Filed

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**M-3 Letters of Appreciation:**

- a) To City Treasurer Staff from Norman Mohr Regarding Excellent Customer Service  
Noted and Filed

---

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

## **N. COUNCIL COMMENTS:**

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**N-1 Council Comments**

Mayor Pro Tem Brooks reminded everyone that we are still in the midst of a global pandemic. She encouraged anyone who has not been vaccinated to contact their healthcare provider and make an informed decision. She encouraged everyone to keep doing what they should do to stay safe.

Council Member Chamberlain-Creanga spoke about the importance of staying home when you are not feeling well.

Mayor Baker commented that City Council Members should participate virtually if they do not feel well.



Council Member Hamilton asked the status of Phase 3 of the Trails & Pathways at Jaycee Park. City Manager Miller said he will provide a report.

Council Member Chamberlain-Creanga thanked the staff at the Troy Family Aquatic Center for their hard work.

The Meeting **RECESSED** at 8:08 PM.

The Meeting **RECONVENED** at 8:20 PM.

## **O. CLOSED SESSION**

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### **O-1 Closed Session**

## **P. ADJOURNMENT:**

The Meeting **ADJOURNED** at 8:44 PM.

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Mayor Ethan Baker

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M. Aileen Dickson, MMC, MiPMC II  
City Clerk

**2021 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:**

November 13, 2021 ..... Special (Strategic Planning)

**2021 SCHEDULED REGULAR CITY COUNCIL MEETINGS:**

August 30, 2021 ..... Regular Meeting  
September 13, 2021 ..... Regular Meeting  
September 27, 2021 ..... Regular Meeting  
October 11, 2021 ..... Regular Meeting  
October 25, 2021 ..... Regular Meeting  
November 8, 2021 ..... Regular Meeting  
November 22, 2021 ..... Regular Meeting  
December 6, 2021 ..... Regular Meeting  
December 13, 2021 ..... Regular Meeting

**PROCLAMATION TO CELEBRATE  
TROY RESIDENT AND MISS INDIA USA 2021 WINNER  
VAIDEHI DONGRE**

**WHEREAS**, Since 1980, the Miss India USA pageants have provided a platform to empower and encourage women to further their goals while celebrating their Indian heritage; and

**WHEREAS**, Sixty-one contestants from 30 states competed in the 2021 Miss India USA, Mrs. India USA, and Miss Teen India USA in New Jersey in July 2021; and

**WHEREAS**, On July 18, 2021, 25-year-old Troy resident and business development manager **Vaidehi Dongre** was crowned **Miss India USA**; and

**WHEREAS**, **Vaidehi Dongre** is a graduate of the University of Michigan with a degree in International Studies; and

**WHEREAS**, She also won the Miss Talented Award for her flawless performance of an Indian classical dance form Kathak; and

**WHEREAS**, **Vaidehi Dongre** strives to be a role-model for young girls and promote women's financial independence and literacy; and

**WHEREAS**, **Vaidehi Dongre** will represent the United States at the Miss India Worldwide pageant this fall in Mumbai;

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and City Council of the City of Troy hereby congratulate **Vaidehi Dongre** on her accomplishment in winning the **2021 Miss India USA** competition and wish her the best of luck in the Miss India Worldwide pageant; and

**BE IT FURTHER RESOLVED**, that the Mayor and City Council of the City of Troy invite all residents to celebrate **Vaidehi Dongre's** achievement and thank her for being a great role model for our City and the Indian community.

**Presented this 13<sup>th</sup> day of September 2021**

**PROCLAMATION  
TO DECLARE SEPTEMBER 2021  
AS NATIONAL RECOVERY MONTH  
IN THE CITY OF TROY**

**WHEREAS**, Substance use recovery is important for individual well-being and vitality, as well as for families, communities and businesses; and

**WHEREAS**, According to the Substance Abuse and Mental Health Services Administration in 2019, 9.5 million people ages 18 and older had both a substance abuse disorder and a mental illness; and

**WHEREAS**, We will continue to educate and raise awareness of the risks and potential harm associated with prescription drug misuse. We believe everyone facing substance use disorders deserves the benefit of recovery; and

**WHEREAS**, Stigma and stereotypes associated with substance use disorders often keep people from seeking treatment that could improve quality of life. Substance use disorders occur when the recurrent use of alcohol and/or drugs causes clinically or functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home; and

**WHEREAS**, Substance use disorder recovery is a journey of healing and transformation, enabling people to live in a community of his/her choice while striving to achieve his/her full potential; and

**WHEREAS**, Substance use disorder recovery benefits individuals with substance use disorders by focusing on their abilities to live, work, learn, and fully participate and contribute to our society, and also enriches the culture of our community; and

**WHEREAS**, Thursday, September 16, 2021, marks the 14<sup>th</sup> Annual Oakland County Substance Abuse Recovery Celebration and Walk, held at Oakland Community Health Network's Troy Location at 5505 Corporate Drive;

**NOW, THEREFORE, BE IT RESOLVED**, That the City Council of the City of Troy hereby recognizes **September 2021 as National Recovery Month**; and

**BE IT FURTHER RESOLVED**, That the City Council of the City of Troy joins with Oakland Community Health Network and calls upon our citizens, public and private institutions, businesses, and schools to recommit our community to increasing awareness and understanding of substance use, and the need for appropriate and accessible services to promote recovery.

**Presented this 13<sup>th</sup> day of September 2021.**

**PROCLAMATION  
TO DECLARE SEPTEMBER 2021 AS  
NATIONAL SUICIDE PREVENTION AWARENESS MONTH  
IN THE CITY OF TROY**

**WHEREAS;** September is known as National Suicide Prevention Awareness Month and is intended to help promote awareness surrounding suicide prevention resources available in our community. The simple goal is to learn how to help those around us and how to talk about suicide without increasing the risk of harm; and

**WHEREAS;** World Suicide Prevention Day is observed each year on September 10; and

**WHEREAS,** Suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background. According to the CDC, each year more than 48,000 people die by suicide; and

**WHEREAS;** In May 2020, during the COVID-19, hospital visits for suspected suicide attempts increased among adolescents aged 12-17 years, especially girls; and

**WHEREAS;** Local organizations like Suicide Prevention Services and national organizations like the National Alliance on Mental Illness and National Suicide Prevention Lifeline work to help individuals in crisis and provide resources to shed light on the battles of suicide and mental illness which often remain too taboo to discuss; and

**WHEREAS;** The City of Troy is no different than any other community in the country, but chooses to publicly state and place our full support behind local educators, mental health professionals, athletic coaches, scout leaders, police officers, and parents, as partners in supporting our community in simply being available to one another; and

**WHEREAS,** All members of our community should understand that throughout life's struggles everyone needs the occasional reminder that we are all silently fighting our own battles; and

**WHEREAS,** Every year thousands of individuals die by suicide, leaving behind friends and family members to navigate the tragedy of loss. Often feelings of shame and stigma prevent them from talking openly; and

**WHEREAS,** We encourage all residents to take the time to inquire as to the wellbeing of their family, friends, and neighbors and to genuinely convey their appreciation for their existence by any gesture they deem appropriate. A simple phone call, message, or hug can go a long way towards helping someone realize that suicide is not the answer;

**NOW, THEREFORE, BE IT RESOLVED,** That the Troy City Council hereby proclaims the month of September 2021, as National Suicide Prevention Awareness Month in the City of Troy, and encourages all residents to support one another as partners to support our community; and

**BE IT FURTHER RESOLVED,** That we commend Oakland Community Health Network's commitment to being a Zero Suicide organization and cultivating a network of providers who are engaged in the Zero Suicide philosophy; and

**BE IT FURTHER RESOLVED,** That we encourage everyone to practice kindness and acceptance for one another as we live and work together in the City of Troy.

**Presented this 13<sup>th</sup> Day of September 2021.**

**PROCLAMATION TO RECOGNIZE  
PATRIOT WEEK  
SEPTEMBER 11 - 17, 2021**

**WHEREAS**, The history and First Principles of the United States of America should serve as the cornerstone of civic education. In great reverence to the victims of the 9/11 attacks, we acknowledge that American citizens must take time to honor the principles, founders, documents, and symbols of their history; and

**WHEREAS**, The events that led to the signing of The Constitution of the United States of America by the delegates of the Constitutional Convention on September 17, 1787, have significance for every American and are honored in public schools across the nation on **September 17 as Constitution Day**; and

**WHEREAS**, Revolution, the rule of law, social compact, equality, unalienable rights, and limited government are the First Principles upon which America was founded and flourishes; and

**WHEREAS**, Exceptional, visionary, and indispensable Americans such as Thomas Paine, Patrick Henry, John Adams, John Marshall, George Washington, Abraham Lincoln, Frederick Douglass, Martin Luther King, Jr., Elizabeth Cady Stanton, Susan Anthony, Thomas Jefferson, and James Madison founded and advanced the United States; and

**WHEREAS**, The Bennington Flag, work of Betsy Ross, American Flag, Suffragist Flag, Union Flag, Gadsden Flag, and the flag of the state of Michigan are key physical symbols of American history that should be studied and remembered by each American citizen;

**NOW, THEREFORE, BE IT RESOLVED**, That the Troy City Council does hereby proclaim **September 11-17, 2021** as **Michigan Patriot Week** in the City of Troy, Michigan, symbolically beginning this celebration on **September 11, concluding on Constitution Day, September 17**; and

**BE IT FURTHER RESOLVED**, That the City Council calls upon the citizens, businesses, nonprofit organizations, and schools in Troy to recognize and participate in this extended holiday by honoring and celebrating the First Principles, key historical figures, founding documents, and symbols of America so that they may offer the reverence that is due to our free republic.

**Presented this 13<sup>th</sup> day of September 2021.**

**PROCLAMATION  
INTERNATIONAL DAY OF PEACE  
SEPTEMBER 21, 2021**

**WHEREAS**, The issue of peace embraces the deepest hopes of all peoples and remains humanity's guiding inspiration; and

**WHEREAS**, In 1981 the United Nations proclaimed the **International Day of Peace** be devoted to commemorating and strengthening the ideals of peace both within and among all nations and peoples; and

**WHEREAS**, The United Nations expanded the observance of the **International Day of Peace in 2001** to include the call for a day of global ceasefire and non-violence, and invited all nations and people to honor a cessation of hostilities for the duration of the Day; and

**WHEREAS**, There is growing support within our City for the observance of the **International Day of Peace**, which affirms a vision of our world at peace, and fosters cooperation between individuals, organizations and nations; and

**WHEREAS**, Global crises impel all citizens to work toward converting humanity's noblest aspirations for world peace into a practical reality for future generations; and

**WHEREAS**, The **2021 Peace Day Theme** "Recovering Better for an Equitable and Sustainable World" invites everyone to join the efforts of the United Nations family to focus on recovering better for a more equitable and peaceful world;

**NOW, THEREFORE BE IT RESOLVED**, that the City Council of the City of Troy does hereby proclaim **September 21, 2021 as International Day of Peace** in the City of Troy and urges all citizens to join us in recognizing this day to discover different faith traditions' teaching on peace or any other education and public awareness activities in order to help establish a global day of peace in our homes, our communities and between nations; and

**BE IT FURTHER RESOLVED**, That the City Council urges all government agencies, organizations, schools, places of worship and individuals in our City to commemorate the **International Day of Peace** including joining the Troy Interfaith Group at their monthly meetings and events. There are special programs year-round for people to engage in dialogues about peace, faith, and justice among all religions locally and globally.

**Presented this 13<sup>th</sup> day of September 2021.**



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

J-04a

## CITY COUNCIL AGENDA ITEM

Date: August 24, 2021

To: Mark F. Miller, City Manager

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

Subject: Standard Purchasing Resolution 2: Award to Sole Bidder Meeting Specifications – As Needed Painting Services

### History

The Facilities Division of the Department of Public Works is often requested to paint interiors and exteriors of the 58 facilities it manages. Some of these requests require specialized equipment and professional knowledge of compatibility with paints and surfaces.

In an effort to utilize Facilities staff more efficiently, it was determined that painting interiors and exteriors could be accomplished using outside services. Therefore, bid specifications were developed to include on demand as needed painting services. This contract will be made available to all departments that budget for office or building improvements.

### Purchasing

- On August 12, 2021, a bid opening was conducted as required by the City Charter/Code for one (1) year requirements of Painting Services (On an as needed basis) with two (2) one-year renewal options.
- The bid was posted on the Michigan Intergovernmental Trade Network (MITN); [www.mitn.info](http://www.mitn.info).
- Three hundred sixteen (316) vendors were notified via the MITN website. One (1) bid response was received. Below is a detail summary of the vendor responses.

Companies notified via MITN	316
Troy Companies notified via MITN	16
Troy Companies - Active email Notification	16
Troy Companies - Active Free	0
Companies that viewed the bid	14
Troy Companies that viewed the bid	1

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

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

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

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





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Troy, MI 48084  
troymi.gov

## **CITY COUNCIL AGENDA ITEM**

### **Financial**

Funds are available in the various department operating budgets requiring building or office painting.

### **Recommendation**

City Management recommends awarding a one (1) year contract to provide Painting Services on an as needed bases with two (2) one-year renewal options to the sole bidder, *Arisco Contracting Group, Inc*, of *Fraser, MI* at unit prices contained in the attached bid tabulation opened August 12, 2021; not to exceed budgetary limitations.

Opening Date: 08/12/2021  
Reviewed Date: 08/12/2021

BID TABULATION  
CITY OF TROY  
PAINTING SERVICES

ITB-COT 21-47  
Page 1 of 1

Vendor Name:	<b>Arisco Contracting Group Inc.</b>
City:	<b>Fraser, MI</b>

**FURNISH ONE (1) YEAR REQUIREMENTS FOR PAINTING SERVICES (On an as needed basis) FOR THE CITY OF TROY WITH TWO ONE (1) YEAR RENEWAL OPTIONS**

	Description	UOM	Price
1	Interior Painting	Per Man Hour	\$80.65
2	Exterior Painting Under Single Story In Height	Per Man Hour	\$86.50
3	Exterior Painting Over Single Story In Height But Less Than Three Stories In Height	Per Man Hour	\$172.00
4	Industrial, Non-Office, Non-Common area Painting (i.e., Mechanical Rooms, Shop Areas, Fire Station Bays, etc.)	Per Man Hour	\$168.00
5	Door and Frame Painting	Per Unit	\$310.00
6	Window and Frame Painting	Per Unit	\$160.00
7	Furniture/Fixture moving	Per Man Hour	N/A
8	Repair/Replace Damaged Wood	Linear Foot	\$36.50
9	Markup on All Material Purchases	Percentage	12%

**Contact Information:**

**Hours of Operation:**

**24 hour Phone #:**

**Contact Person:**

**Phone No.**

Site Inspection:

Can Meet Completion Date:

References:

Insurance Met:

Payment Terms:

Warranty:

Exceptions:

Acknowledgement:

Forms:

8:00 a.m. - 5:00 p.m.

586-709-5041

David Schwark

586-709-5041

Y

Y

Y

Y

30 days after completion

2 Years

N

Y

Y

**ATTEST:**

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

Kurt Bovensiepe

Joe Lagarde

Ashely Levin

Andrew Chambliss

Jackie Ahlstrom

Heather Chomiak

Emily Frontera  
Purchasing Manager



## CITY COUNCIL AGENDA ITEM

Date: August 30, 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  
Scott Carruthers, Streets and Drains Operations Manager  
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 4: State of Michigan MiDeal Purchasing Cooperative-Felling Dump Trailer - DPW

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### **History**

The Streets and Drains Division routinely completes work that requires excavation of soil and organic material and debris that is cleared from easements on private property and out of the way locations on public property. These locations are easily reached with utility vehicles that need to be transported to the job site on a trailer. The Felling dump trailer could also be used to transport excavated soils and debris from the work site to the DPW yard for disposal as well as transport the utility vehicle to and from the job site.

### **Purchasing**

- Pricing to purchase the Felling Dump Trailer model FT-12 DT HD has been secured from *AIS Construction Equipment Corporation of New Hudson, MI* through the State of Michigan MiDeal Purchasing Cooperative contract #071B7700090 and as per the detailed quote dated August 3, 2021.
- City Council authorized participation in the Cooperative Purchasing Programs on November 9, 2020 (Resolution #2020-11-165-J-8).

### **Financial**

Funds are budgeted and available in the Streets General Equipment Capital Fund under Project Number 2022C0033 for the 2022 fiscal year. Expenditures will be charged to account number 401.447.479.7978.010.

### **Recommendation**

City management recommends waiving the bid process and awarding a contract to purchase one (1) Felling Dump Trailer model FT-12 DT HD from *AIS Construction Equipment Corporation of New Hudson, MI*, as detailed in the attached quote and as per the MiDeal Contract #071B7700090 for an estimated total cost of \$15,473.39.



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



**GRAND RAPIDS**

600 AIS Drive Southwest  
Grand Rapids, MI 49548  
Telephone: (616) 538-2400

**LANSING**

3600 North Grand River Avenue  
Lansing, MI 48906  
Telephone: (517) 321-8000

**SAGINAW**

4600 AIS Drive  
Bridgeport, MI 48722  
Telephone: (989) 777-0090

**RICHMOND**

65809 Gratiot Avenue  
Lenox, MI 48050  
Telephone: (586) 727-7502

**TRAVERSE CITY**

8300 M-72 East  
Williamsburg, MI 49690  
Telephone: (231) 267-9513

**WEST DETROIT**

56555 Pontiac Trail  
New Hudson, MI 48165  
Telephone: (248) 437-8121

August 3, 2021

Mr. Scott Carruthers  
City of Troy  
4693 Rochester Road  
Troy, MI 48085

RE: State of Michigan MiDeal pricing for new Felling model FT-12 DT HD trailer.  
MiDeal contract # 071B7700090

AIS Construction Equipment Corp & Felling are pleased to provide you the following pricing for a new Felling model FT-12 DT HD dump trailer.  
Pricing is current MiDeal State Contract Pricing and as such will be firm until there is a manufacturer list price increase.

One (1) New Factory Order Felling FT-12DT HD Dump Trailer equipped per attached build sheet;

List Price	\$ 16,421.00
Less State Contract Discount (8%)	( 1,313.68)
Sub-Total	\$ 15,107.32
PDI 1%	151.07
Delivery	200.00
Michigan Title Fee	15.00
TOTAL DELIVERED PRICE (cash)	\$ 15,473.39

As AIS is authorized vendor for MiDeal contract # 071B7700090, if PO is issued it should be made out to:

AIS Construction Equipment Corp.  
56555 Pontiac Trail  
New Hudson, MI 48165

Please contact me any time with questions or if additional info is needed. AIS & my-self look forward to assisting you with any of your construction equipment needs!

Sincerely  
AIS Construction Equipment Co.

*Craig Vick*

Craig Vick  
Governmental Sales Manager  
586-634-2760

ckv



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

J-04c

## CITY COUNCIL AGENDA ITEM

Date: August 30, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Rob Maleszyk, Chief Financial Officer  
Lisa Burnham, Controller  
Richard Riesterer, Fire Chief  
Peter Hullinger, Assistant Fire Chief  
Shawn Hugg, Staff Lieutenant  
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 4: MiDeal Cooperative Purchasing Program – Motorola APX Radios and Accessories – Fire Department

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### History

In 2008, the Troy Fire Department moved away from VHF radios and became a principal in the implementation of the Harris OpenSky radio system. To provide a level of service and safety for incident management and mitigation, the Troy Fire Department has acquired a current inventory of the OpenSky equipment including: 118 Portable Radios; 45 Mobile Radios; 6 V-TAC Repeaters; 6 Pyramid OpenSky to VHF repeaters; 7 Control Stations; 203 VHF Motorola Minitor VI fire pagers; and a patch between OpenSky 800mhz system and VHF used for firefighter paging.

As technology continues to advance, the OpenSky system is reaching end of life and becoming obsolete. Oakland County, acting as the manager of the radio system, began researching and performing feasibility studies to upgrade or replace the radio system. In June 2019, Oakland County signed a \$46.9 million contract with Motorola Solutions to be the replacement radio system provider, to include all required infrastructure for the County, and is funded through the 911 Surcharge and bonds.

Subsequently, a survey was conducted in 2019 of all Oakland County police/fire departments, to develop a subscriber unit allocation matrix that would be supported by the project funding. Based on the results of the survey conducted, and the allocation matrix developed by Oakland County, the Troy Fire Department is to receive approximately \$1.08 million in radios and accessories including: 96 Portable Radios; 39 Mobile Radios, no ancillary support equipment; 6 Control Stations; and 200 Unication P25 compatible fire pagers. This left the TFD with a deficit of: 22 Portable Radios; 6 Mobile Radios; 1 Control Station; and 3 Fire Pagers, which due to our deployment model, would have a significant impact on fireground operations.



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## CITY COUNCIL AGENDA ITEM

### **Purchasing**

An internal review of our radio fleet map was conducted to evaluate our deployment of equipment. Consideration was given to firefighter safety, incident management & mitigation and fiscal responsibility. The TFD identified additional equipment needed to maintain continuity of operations beyond the equipment being provided by Oakland County. This necessitated the purchase of 13 additional radios, microphones, apparatus headsets and batteries.

*Motorola Solutions, Inc. of Schaumburg, IL* is the awarded contracted vendor for the State of Michigan, MiDeal Purchasing Cooperative Contract #190000001544. City Council authorized participation in Cooperative Purchasing Programs on November 9, 2020 (Resolution #2020-11-165-J-8)

Pricing to purchase the APX6000XE Portable Radios and Accessories has been secured from ComSource Inc., the local dealer for Motorola Solutions, Inc., per the MiDeal Cooperative Purchasing Contract #190000001544, for an estimated cost of \$101,656.04 as detailed in the attached proposal dated July 14, 2021. Additionally, there is a required "user fee" totaling \$3,250. This fee is to be paid directly to Oakland County/State of Michigan (MPSCS) for radio system access of the additional purchased portable radios.

### **Financial**

Funds are budgeted and available in the Fire Department Communications Capital Fund under Project Number 2022C0022 for the 2022 fiscal year. Expenditures will be charged to account number 401.336.343.7978.020.

### **Recommendation**

City Management recommends awarding a contract to *Motorola Solutions, Inc. of Schaumburg, IL* for the purchase of the Motorola APX6000XE Portable Radios and Accessories for an estimated cost of \$101,656.04, as per the MiDeal Cooperative Purchasing Contract #190000001544 and grant authorization to pay \$3,250 to Oakland County/State of Michigan (MPSCS) for the user connection fees for an estimated total cost of \$104,906.04.



**MOTOROLA**

**Date** July 14, 2021  
**Prepared For:** Lt. Shawn Hugg  
**Entity** Troy Fire Department  
500 W. Big Beaver  
Troy, MI 48084  
**Phone** 248-321-9447

**Prepared BY: ED HORVATH**  
313-218-3450 Cell  
[edhorvath@comsourcemi.com](mailto:edhorvath@comsourcemi.com)

[Shawn.Hugg@troymi.gov](mailto:Shawn.Hugg@troymi.gov)

**Equipment Details and Pricing**

<u>Item</u>	<u>Qty</u>	<u>Model</u>	<u>Description</u>	<u>MSRP</u>	<u>MiDeal Disc. %</u>	<u>Unit Price</u>	<u>Total Price</u>
<b>APX6000XE PORTABLE RADIO</b>							
1	13	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE-ENHANCED	\$ 3,026.00	30%	\$ 2,118.20	\$ 27,536.60
1A	13	Q806	ADD: ASTRO DIGITAL CAI OPERATION	\$ 515.00	30%	\$ 360.50	\$ 4,686.50
1B	13	H38	ADD: SMARTZONE OPERATION	\$ 1,200.00	30%	\$ 840.00	\$ 10,920.00
1C	13	Q361	ADD: P25 9600 BAUD TRUNKING	\$ 300.00	30%	\$ 210.00	\$ 2,730.00
1D	13	QA00580	ADD: TDMA OPERATION	\$ 450.00	30%	\$ 315.00	\$ 4,095.00
1E	13	QA01771	ENH: ENHANCEMENT LEVEL 2	\$ 200.00	30%	\$ 140.00	\$ 1,820.00
1F	13	QA09006	ADD: ADAPTIVE NOISE SUPPRESSION	\$ 150.00	30%	\$ 105.00	\$ 1,365.00
1G	13	QA02006	ENH: APX6000XE RUGGED RADIO	\$ 800.00	30%	\$ 560.00	\$ 7,280.00
1H	13	H122	ALT: 1/4- WAVE 7/800 GPS STUBBY (NAR6595A	\$ 24.00	0%	\$ 16.80	\$ 218.40
1I	13	Q887	ADD: 5Y ESSENTIAL SERVICE	\$ 216.00	30%	\$ 216.00	\$ 2,808.00
1J	13	H799	ADD: TEST RESULTS / RATED AUDIO PRINTOUT	\$ 10.00	30%	\$ 7.00	\$ 91.00
1K	13	Q498	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$ 740.00	30%	\$ 518.00	\$ 6,734.00
1L	13	QA09001	ADD: WIFI CAPABILITY	\$ 300.00	30%	\$ 210.00	\$ 2,730.00
1M	13	QA09007	ADD: OUT OF THE BOX WIFI PROVISIONING	\$ -	30%	\$ -	\$ -
1N	13	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	\$ 5.00	35%	\$ 3.50	\$ 45.50
1O	13	HKVN4821A	Device Management 3 Year Subscription	\$ 96.00	30%	\$ 62.40	\$ 811.20
1P	13	Q629	ADD: AES ENCRYPTION	\$ 475.00	30%	\$ 332.50	\$ 4,322.50
<b>APX6000XE PORTABLE RADIO SUB TOTAL</b>				<b>\$ 8,507.00</b>		<b>\$ 6,014.90</b>	<b>\$78,193.70</b>
<b>APX6000 XE ACCESSORIES</b>							
2	18	PMNN4547A	SPARE-BATT IMPRES 2 LIION TIA4950 R IP68 3100T	\$ 169.00	25%	\$ 126.75	\$ 2,281.50
3	14	NNTN7624C	VEHICULAR CHARGER PERMANENT MOUNT	\$ 472.00	25%	\$ 354.00	\$ 4,956.00
4	10	NNTN8575A	XE REMOTE SPEAKER MIC- <b>GREEN</b>	\$ 538.00	25%	\$ 403.00	\$ 4,030.00
5	14	PMLN6853A	BEHIND THE HEAD H/DUTY HEADSET/TIA	\$ 442.90	25%	\$ 332.18	\$ 4,650.52
6	14		RSM W/ DUAL MIC NOISE SUPPRESSION,				
			3.5MM	\$ 368.50	25%	\$ 276.38	\$ 3,869.32
7	12	RLN6554A	APX WIRELESS RSM W/ DUC	\$ 300.00	25%	\$ 225.00	\$ 2,700.00

Ed Horvath  
ComSource Inc  
41271 Concept Dr.  
Plymouth, MI 48170  
313-218-3450 Cell  
734-459-0769 Fax



			APX6000 PORTABLE ACCESSORIES SUB TOTAL					\$22,487.34			
			INSTALLATION SERVICES								
8	13	LSV00Q00202A	DEVICE PROGRAMMING "ANY MODEL OF RADIO"		\$	75.00	0%	\$	75.00	\$	975.00
			INSTALLATION SUB TOTAL					\$975.00			
			SYSTEM GRAND TOTAL					\$101,656.04			
NOTES:		CUSTOMER IS RESPONSIBLE FOR PAYING ANY APPLICABLE USER FEES TO OAKLAND COUNTY AND/OR MPSCS.							MPSCS	\$3,250.00	
			PROJECT GRAND TOTAL					\$104,906.04			

1. Quotes are **exclusive** of installation and programming charges unless expressly stated herein.
2. Prices quoted are exclusive of all applicable Federal Excise Taxes, State Sales and Use Taxes.
3. Prices are valid FOR 90 DAYS..
4. Standard Equipment Warranty Applies Unless Otherwise Specified
5. Standard Terms are: Net 30 Days from shipment
6. Shipment is approximately 2-4 weeks from receipt of order.
7. Prices are based on State of Michigan Contract # 190000001544
8. The purchase order will need to provide payment terms (Net 30), shipping address and made payable to Motorola Solutions, Inc., 1301 E. Algonquin Rd., Schaumburg, IL 60196



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

Date: August 30, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Rob Maleszyk, Chief Financial Officer  
Lisa Burnham, Controller  
Kurt Bovensiep, Public Works Director  
Scott Carruthers, Streets and Drains Operations Manager  
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Sidewalk Replacement and Installation Program, and Manhole Rehabilitation

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### History

- The Streets Division is responsible for the inspection of all sidewalks and approaches and ensuring defects are corrected to provide a safe pedestrian walkway.
- Under Chapter 34.10, residents are responsible for the maintenance and repair of sidewalks abutting their property.
- After an inspection of sidewalks, the Streets Division notifies property owners of any defects and provides an opportunity for residents to either complete the repair themselves or to participate in Troy's sidewalk program.
- Under this program, the City manages the repairs and then invoices the resident for the work.
- It is usually least expensive for residents to participate in the program and allow the City to manage the work because there is a discount for larger volumes of sidewalk repair work.
- It is estimated that residents in the program reimburse 40-60% of total sidewalk repair program expenses. The City's portion of this program are when a sidewalk defect is caused by a City asset, such as Rights-of-Way trees, manholes, or the property is owned by the City.
- The City has now added a bid component, requiring self-adjusting manhole covers. This is expected to reduce sidewalk defects caused by manhole covers.
- The City solicits bids for a contractor to perform sidewalk repairs. The current contract expired on June 30, 2021.
- The previous contractor, Italia Construction of Washington Township, MI was the lowest bidder for the new contract. However, City Administration does not recommend awarding the bid to Italia Construction, based on past performance issues and communication issues.
  - City Management has been unsuccessful in multiple attempts to get Italia Construction to timely complete the necessary work, and has fielded many calls from confused and frustrated residents because the sidewalk work was not timely completed.



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## CITY COUNCIL AGENDA ITEM

### History (continued)

- The City has suffered financial loss, since the sidewalk repair cost quotes provided to residents are derived from the bid amounts. The City will need to honor these quotes, even though its costs will be increased by the inclusion of uncompleted sidewalk projects into the new bid.
- The City has been harmed because the site preparation work for uncompleted sidewalk repair projects will need to be repeated for the new contract.
- The City has been required to handle restoration of turf and private irrigation systems that should have been performed by Italia Construction.

### Purchasing

- On August 12, 2021 a bid opening was conducted as required by the City Charter/Code for Sidewalk Replacement and Installation.
- The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; [www.mitn.info](http://www.mitn.info)
- Four hundred and sixty-two (462) vendors were notified via the MITN website.
- Four (4) bid responses were received. Below is a detailed summary of potential vendors for the bid opportunity:

<b>Companies notified via MITN</b>	462
Troy Companies notified via MITN	6
Troy Companies - Active email Notification	6
Troy Companies - Active Free	0
<b>Companies that viewed the bid</b>	28
Troy Companies that viewed the bid	0

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

- After review of the bid proposals, the lowest bidder was not selected due to past performance issues with the City's previous sidewalk replacement contract.
- *Merlo Construction of Milford, MI*, the low bidder meeting specifications and having positive references is being recommended.

### Financial

Funds are budgeted and available in the Public Works New Construction and Replacement Construction Capital Funds under Project Numbers 2022C0049, 2022C0050 and 2022C0051 for the fiscal year 2022. Expenditures will be charged to account numbers 401.447.513.7989.700 and 401.447.513.7989.650.

### Recommendation

City management recommends awarding a one (1) year contract with the option to renew for two (2) additional years to the most qualified bidder meeting specifications; *Merlo Construction of Milford, MI* for an estimated total cost of \$500,000 per year at unit prices contained in the bid tabulation opened August 12, 2021 with all expenses not to exceed budgetary limitations, contract expiring June 30, 2024.

CITY OF TROY  
BID TABULATION  
SIDEWALK REPLACEMENT & INSTALLATION

VENDOR NAME:	Audia Concrete Const. Inc.	Great Lakes Contracting Solutions,	Italia Construction Inc.	Merlo Construction
CITY:	Milford	Waterford	Washington	Milford
CHECK #:	35045450	420410883	2014804582	2320131
CHECK AMOUNT:	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00

**PROPOSAL: For the CITY OF TROY SIDEWALK REPLACEMENT AND INSTALLATIONPROGRAM, AND MANHOLE REHABILITATION FOR ONE (1) YEAR (2021-2022) WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE (1) YEAR PERIODS**

**PROPOSAL A: Sidewalk Replacement and Sidewalk Installation Program: Local and Major Roads and Scattered Locations within the City of Troy**

ITEM #	DESCRIPTION	EST QTY ONE (1)	UNIT	UNIT PRICE	ESTIMATED 2021/2022 TOTAL	UNIT PRICE	ESTIMATED 2021/2022 TOTAL	UNIT PRICE	ESTIMATED 2021/2022 TOTAL	UNIT PRICE	ESTIMATED 2021/2022 TOTAL
1	Remove and Replace 4" Concrete	75,000	S.F.	\$7.95	\$596,250.00	\$9.60	\$720,000.00	\$5.13	\$384,750.00	\$6.35	\$476,250.00
2	Remove and Replace 6" Concrete	40,000	S.F.	\$8.30	\$332,000.00	\$10.70	\$428,000.00	\$6.33	\$253,200.00	\$7.50	\$300,000.00
3	Remove and Replace 8" Concrete	5,000	S.F.	\$9.20	\$46,000.00	\$11.60	\$58,000.00	\$6.98	\$34,900.00	\$9.50	\$47,500.00
4	Adjusting Drainage Structure	45	EA	\$690.00	\$31,050.00	\$450.00	\$20,250.00	\$110.00	\$4,950.00	\$325.00	\$14,625.00
5	Reconstruct Drainage Structure	40	L.F.	\$200.00	\$8,000.00	\$230.00	\$9,200.00	\$110.00	\$4,400.00	\$75.00	\$3,000.00
6	Remove and Replace Concrete Curb & Gutter, if needed.	1,200	L.F.	\$34.00	\$40,800.00	\$38.90	\$46,680.00	\$24.00	\$28,800.00	\$40.00	\$48,000.00
7	Install Handicap Ramps per MDOT R-28-H	7,500	S.F.	\$34.00	\$255,000.00	\$12.50	\$93,750.00	\$6.13	\$45,975.00	\$9.00	\$67,500.00
8	Remove Concrete & replace with top soil & seed	2,000	S.F.	\$3.85	\$7,700.00	\$3.00	\$6,000.00	\$1.00	\$2,000.00	\$4.00	\$8,000.00
9	Tree Root Grind	350	EA	\$100.00	\$35,000.00	\$125.00	\$43,750.00	\$13.00	\$4,550.00	\$50.00	\$17,500.00
10	Class "A" Culvert, 12", if needed	10	L.F.	\$130.00	\$1,300.00	\$79.20	\$792.00	\$20.00	\$200.00	\$150.00	\$1,500.00
11	6" Edge drain, if needed	250	L.F.	\$18.00	\$4,500.00	\$14.60	\$3,650.00	\$1.00	\$250.00	\$20.00	\$5,000.00
12	Install Concrete Sidewalk, 4" as per specs.	5,000	S.F.	\$7.95	\$39,750.00	\$8.75	\$43,750.00	\$3.83	\$19,150.00	\$6.00	\$30,000.00
13	Install Concrete Sidewalk, 6" as per specs.	500	S.F.	\$8.30	\$4,150.00	\$9.50	\$4,750.00	\$4.83	\$2,415.00	\$8.00	\$4,000.00
14	Install Concrete Sidewalk, 8" as per specs.	250	S.F.	\$9.20	\$2,300.00	\$10.50	\$2,625.00	\$5.83	\$1,457.50	\$9.00	\$2,250.00
15	Install HCR Cheek Walls, 0"-18' in height	50	L.F.	\$49.00	\$2,450.00	\$21.00	\$1,050.00	\$9.00	\$450.00	\$80.00	\$4,000.00
16	Traffic Maintenance	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
17	Soil Erosion Control	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
18	Restoration	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
<b>PROPOSAL A: TOTAL ESTIMATED COST</b>				<b>\$1,406,250.00</b>		<b>\$1,482,247.00</b>		<b>\$787,447.50</b>		<b>\$1,029,125.00</b>	

**PROPOSAL B: SANITARY MANHOLE REHABILITATION**

ITEM	DESCRIPTION	EST QTY ONE (1) YR	UNIT	UNIT PRICE	ESTIMATED 2021/2022 TOTAL	UNIT PRICE	ESTIMATED 2021/2022 TOTAL	UNIT PRICE	ESTIMATED 2021/2022 TOTAL	UNIT PRICE	ESTIMATED 2021/2022 TOTAL
1	Repair Sanitary Manhole Chimney	25	L.F.	\$350.00	\$8,750.00	\$295.00	\$7,375.00	\$ 465.00	\$11,625.00	\$ 80.00	\$2,000.00
2	Repair Gate Well Manhole Chimney	25	L.F.	\$350.00	\$8,750.00	\$275.00	\$6,875.00	\$ 465.00	\$11,625.00	\$ 80.00	\$2,000.00
3	External Seal - Sanitary Manhole Wrap	25	L.F.	\$420.00	\$10,500.00	\$350.00	\$8,750.00	\$ 235.00	\$5,875.00	\$100.00	\$2,500.00
4	Traffic Maintenance	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
5	Items of Excavation, Removal & Restoration	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
<b>PROPOSAL B: TOTAL ESTIMATED COST</b>				<b>\$28,000.00</b>		<b>\$23,000.00</b>		<b>\$29,125.00</b>		<b>\$6,500.00</b>	
<b>ESTIMATED GRAND TOTAL - PROPOSALS A &amp; B:</b>				<b>\$1,434,250.00</b>		<b>\$1,505,247.00</b>		<b>\$816,572.50</b>		<b>\$1,035,625.00</b>	

CITY OF TROY  
 BID TABULATION  
 SIDEWALK REPLACEMENT & INSTALLATION

ITB-COT 21-41  
 Page 2 of 2

<b>CONTACT INFORMATION:</b>	VENDOR NAME:	Audia Concrete Const	Great Lakes Contracting Solutions,	Italia Construction	Merlo Construction
	CITY:	Milford	Waterford	Washington	Milford
	Hours of Operation	7-6 M-F	8-5 M-F	24 hours	7AM - 5PM
	24 Hr Phone #	313-350-0318	586-212-4842	586-405-1347	248-924-5017
<b>PROGRESS PAYMENTS:</b>		Pay Application Every 30 Days	Net 30 Days	Once a month	Every 30 Days
<b>REFERENCES:</b>	Y or N	Yes	Yes	Yes	Yes
<b>INSURANCE MET:</b>	Y or N	Yes	Yes	Yes	Yes
<b>PAYMENT TERMS:</b>		30 Days	Left Blank	Monthly	Monthly
<b>EXCEPTIONS:</b>	Y or N	NA	None	Left Blank	Left Blank
<b>FORMS COMPLETED:</b>	Y or N	Yes	Yes	Yes	Yes
<b>ACKNOWLEDGEMENT:</b>	Y or N	Yes	Yes	Yes	Yes

**ATTEST:**  
 (\*Bid Opening conducted via a Go-To Meeting)  
 Andrew Chambliss  
 Jackie Ahlstrom  
 Scott Carruthers

Emily Frontera  
 Purchasing Manager



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

J-05

## CITY COUNCIL AGENDA ITEM

Date: August 12, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Robert C. Maleszyk, Chief Financial Officer  
Lisa Burnham, Controller  
Kurt Bovensiepe, Public Works Director

Subject: Fiscal Year 2022 Municipal Credit and Community Credit Contract

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### **History**

Community Municipal Credits are funds collected by the Suburban Mobility Authority for Regional Transportation (SMART) through property taxes from communities opting in to regional transportation. A portion of these funds are divided among every city, township and village in Oakland, Wayne and Macomb Counties based on the specialized services it provides. The Troy RYDE program is eligible to receive this funding as it is operating in accordance with SMART's Community Partnership Program. The available funding to the City of Troy for Municipal Credit is \$79,648 and \$124,361 for Community Credit, which is an increase of \$2,192 from the previous year.

### **Financial**

The Municipal Credit and Community Credit funding for 2022 through SMART allows the City of Troy to use an additional \$204,009 towards the Troy RYDE service.

### **Recommendation**

It is recommended that the City enter into a contract for the Municipal Credit and Community Credit with SMART for \$79,648 and \$124,361 respectfully. These funds are utilized for transportation service for senior citizens and persons with disabilities through the Troy RYDE service.

### **Legal Review**

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

# MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY2022

I, **ETHAN BAKER**, as the **MAYOR** of the **CITY of TROY** (hereinafter, the “Community”) hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** available for the period **July 1, 2021** through **June 30, 2022** (Section 1 below), and **Community Credits** available for the period **July 1, 2021** to **June 30, 2022** (Section 2 below); and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in **Exhibit A**, and the operating budget for that service is set forth in **Exhibit B**, both of which are attached hereto and incorporated herein.

1. The Community agrees to use \$ **79,648.00** in **Municipal Credit** funds as follows:

- (a) Transfer to \_\_\_\_\_ Funding of: \$ \_\_\_\_\_  
TRANSFeree COMMUNITY
- (b) Van/Bus Operations At the cost of: \$ 79,648.00  
(Including Charter and Taxi services)
- (c) Services Purchased from SMART At the cost of: \$ \_\_\_\_\_  
(Including Tickets, Shuttle Services/Dial-a-Ride)
- (d) Services Purchased from Subcontractor At the cost of: \$ \_\_\_\_\_  
\_\_\_\_\_  
(NAME OF SUBCONTRACTOR)  
(See attached Subcontractor Service Agreement)

**Total \$ 79,648.00**

SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on the State’s approved budget. In the event that revenue actually received is insufficient to support the Legislature’s appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART. All Municipal Credit funding must be spent by **June 30, 2023**; all funds not spent by that date will revert back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

2. The Community agrees to use \$ **124,361.00** in **Community Credit** funds available as follows:

- (a) Transfer to \_\_\_\_\_ Funding of: \$ \_\_\_\_\_  
TRANSFeree COMMUNITY
- (b) Van/Bus Operations At the cost of: \$ 124,361.00  
(Including Charter and Taxi services)
- (c) Services Purchased from SMART At the cost of: \$ \_\_\_\_\_  
(Including Tickets, Shuttle Services/Dial-a-Ride)
- (d) Capital Purchases At the cost of: \$ \_\_\_\_\_

(e) Services Purchased from Subcontractor

At the cost of: \$ \_\_\_\_\_

\_\_\_\_\_  
(NAME OF SUBCONTRACTOR)  
(See attached Subcontractor Service Agreement)

**Total \$ 124,361.00**

To the extent that this Contract calls for a payment of funds directly from SMART to a subcontractor, Community hereby acknowledges that it is the party entitled to receive such funds and is affirmatively authorizing and directing SMART to pay such funds directly to the subcontractor on its behalf. Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in **FY 2022**, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by **June 30, 2024** any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The Parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limitation, “electronic signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

This Agreement shall be binding once signed by both parties.

**SUBURBAN MOBILITY AUTHORITY  
FOR REGIONAL TRANSPORTATION**

**CITY of TROY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
ETHAN BAKER  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
MAYOR  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Additional signature for Troy: \_\_\_\_\_

AILEEN DICKSON, CLERK (Printed Name, Title)

\_\_\_\_\_ (Date)



## **EXHIBIT A**

### **PROJECT DESCRIPTION**

#### **Overall Project Description (*Provide a descriptive narrative*):**

The Troy Transportation Service shall provide transportation service to seniors (60 years and older) and persons with disabilities who are residents of the City of Troy. Transportation is available to locations within boundaries of the City of Troy with limited service outside the city limits.

The Troy Transportation Service shall provide door to door transportation for eligible riders. Riders will be picked up and returned to their originating location. Transportation to the following destinations include but are not limited to: doctor and other medical appointments, physical therapy, shopping areas, salon appointments, employment and other locations deemed appropriate by the City of Troy. This service will not accommodate children younger than 18 years of age.

The Troy Transportation Service is a shared ride service and scheduling is arranged on a “first-come, first-serve” basis. Reservations are made through the various means of communication announced and detailed by the City of Troy and must be made 24 hours prior to the requested pick up time. The City of Troy will prioritize rides with medical needs a priority and other requests will be granted accordingly.

Per special request, the Troy Transportation Service may be utilized for transporting the general public to specific community events. This will be a case by case decision made by the City of Troy and the Troy Transportation Service staff.

#### **Service Area (*Provide geographic boundaries*):**

North - Auburn Road including Barclay Circle; South - 12 Mile Road; East - Mound Road; West - Southfield Road, Adams Road

#### **Service Times (*Provide days and hours of service*):**

Monday thru Friday 8am- 4pm

#### **Eligible User Groups (*Users eligible to use the service*):**

Seniors (60 years and older) and persons with disabilities who are residents of the City of Troy.

#### **Fare Structure (*Cost to use service*):**

There are no direct fare fees to the participants.

#### **Service Mode (*Describe the number and type of vehicles used and if they are wheelchair lift-equipped*):**

Six 14 passenger busses and 1 van. All are wheelchair lift equipped.

**EXHIBIT B**  
**PROJECT OPERATING BUDGET**

Municipality: **CITY of TROY**

Contract Period: **July 1, 2021 – June 30, 2022**

Account Number: **48249**

**OPERATING EXPENSES:**

Administrative Fee: <i>(All employees other than drivers and dispatchers)</i> (10% max. of MC & CC funds)	\$80,230.00	
Driver Wages	\$114,480.00	
Fringe Benefits	\$29,230.00	
Gasoline & Lubricants	\$50,000.00	
Vehicle Insurance		
Parts, Maintenance Supplies	\$12,360.00	
Mechanic Wages	\$50,000.00	
Fringe Benefits	\$12,000.00	
Dispatch Wages	\$67,710.00	
Other <i>(Specify)</i> Computers, Software, Phones, Printing, Training	\$22,390.00	
<b>Sub-Total (Operating Expenses)</b>		<b>\$438,400.00</b>

**PURCHASED SERVICE:**

Taxi Service		
Charter Service		
SMART Bus Tickets		
SMART Shuttle Service		
SMART Dial-A-Ride		
Other <i>(Specify)</i>		
<b>Sub-Total (Purchased Service)</b>		

**CAPITAL EQUIPMENT:**

*(Only list purchases to be made with Community Credits)*

Computer Equipment		
Software		
Vehicle		
Maintenance Equipment		
Other <i>(Specify)</i>		
<b>Sub-Total (Capital Equipment)</b>		<b>\$438,400.00</b>

**TOTAL EXPENSES:**

**Operating Expenses, Purchased Service,  
and Capital Equipment:**

**EXHIBIT B, continued (Page 2)**

**REVENUES:**

Municipal Credit Funds	\$ 79,648.00	
Community Credit Funds	\$124,361.00	
Specialized Services Funds	\$ 27,692.00	
General Funds	\$206,699.00	
Farebox Revenue		
In-Kind Service		
Special Fares ( <i>Contracted Service</i> )		
Other ( <i>Specify</i> )		
		\$438,400

**TOTAL REVENUE:**

(Note: ***TOTAL EXPENSES*** must equal ***TOTAL REVENUE***)



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

J-06

## CITY COUNCIL AGENDA ITEM

Date: August 16, 2021

To: Honorable Mayor and Members of the Troy City Council

From: Lori Grigg Bluhm, City Attorney  
Allan T. Motzny, Assistant City Attorney

Subject: Jack B. Wolfe v City of Troy

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The City was served on August 5, 2021 with the attached lawsuit, filed by Jack B. Wolfe against the City of Troy. This lawsuit challenges Troy's Medical Marihuana Grow Operation License Ordinance (Chapter 104). Plaintiff Wolfe alleges that he is a medical marihuana care giver denied the opportunity to operate his business at 979 Badder Street in the City of Troy. He asks for damages in excess of \$250,000, plus declaratory and injunctive relief.

Plaintiff has never filed a formal license application, or even submitted information to put him on a wait list for a medical marihuana caregiver license. The wait list is an accommodation for interested persons, since the City has processed over 36 licenses for 2021, which is the cap set forth in the ordinance. Plaintiff challenges that this cap is arbitrary and that the City should allow for more caregiver establishments. No medical marihuana caregiver license has been issued to any person for the property at 979 Badder Street in the City of Troy, although Plaintiff reports in his Complaint that Michael Hosner was licensed, and that Plaintiff made significant loans to Mr. Hosner, and then took over the medical marihuana caregiving operation. Because of the unlicensed caregiver operation on the property, Code Enforcement issued a cease and desist order to the property owner in 2021. As of the final inspection this summer, all marihuana plants were removed from the property.

Count I of Plaintiff's Complaint argues that the ordinance is actually a zoning ordinance, rather than a police power ordinance, and as a result the ordinance is invalid, since there was not strict compliance with the Michigan Zoning Enabling Act. In Count II, Plaintiff challenges that the City's ordinance is preempted by the Michigan Medical Marihuana Act, passed by Michigan voters in 2008. Count III is Plaintiff's request for injunctive relief, where he argues that the only adequate relief is for the Court to immediately require the City to issue him a medical marihuana caregiver's license for the property at 979 Badder Street. Lastly, Plaintiff alleges a "negligent administration" claim in Count IV.

This case has been assigned to Oakland County Visiting Circuit Court Judge Edward Sosnick. Our office has already responded to Plaintiff's ex parte motion to show cause, since the Court set a hearing date on the motion for August 18, 2021. A proposed resolution authorizing our office to continue its representation of 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**

**IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND**

JACK B. WOLFE, an individual,  
Plaintiff,

vs.

CITY OF TROY, a Michigan municipal corporation  
Defendant.

2021-189239-CZ  
Case No. CZ  
Hon. JUDGE EDWARD SOSNICK

**JURY DEMAND**

Jack B. Wolfe  
In Pro Per  
7071 Orchard Lake Road, Suite 250  
West Bloomfield, MI 48322  
(248) 228-6307 (c)  
(248) 862-2018 (w)  
(248) 928-5009 (f)  
wolfejack19@gmail.com

There is no pending or resolved civil action between the parties arising out of the same  
transaction and/or occurrence alleged in this complaint

**VERIFIED COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF TO  
VOID UNCONSTITUTIONAL TROY ORDINANCE PERTAINING TO CAREGIVERS  
AND DAMAGES**

Plaintiff, Jack B. Wolfe ("Plaintiff" or "Wolfe"), complains against the City of Troy  
("City", "Troy" and/or "Defendant"), as follows:

**INTRODUCTORY STATEMENTS**

1. This is, among other things, a declaratory judgment action against the City  
seeking for this Court TO DECLARE AND ADJUDGE that the City has unconstitutionally  
restricted through zoning (or the improper use of its alleged police powers, see footnote 5,  
below) the activities of registered patients and caregivers of medical marihuana, which  
restrictions are expressly and impliedly preempted by conflict and field preemption under the

2008 initiative Michigan Medical Marihuana Act, MCL §§ 333.26421 et. seq. ("MMMA"). A copy of the MMMA is attached as Exhibit A.

2. Plaintiff is both a qualifying patient and caregiver under the MMMA and is registered with the State of Michigan, and has been negatively affected by the Troy ordinance, more fully discussed below, which prohibits him from caregiver growing in the City even though his secured locked cultivation facility is located in an approved City zoning district.

3. Given the denial of Troy to allow Plaintiff to caregiver cultivate within the City boundaries due to the application of the unconstitutional ordinance to his Facility, Plaintiff is also seeking during the pendency of this litigation injunctive relief to compel the City to either issue to Plaintiff a City issued caregiver license to continue to allow Plaintiff's operation of his caregiver cultivation facility at 979 Badder, Troy, MI 48083 (the "Premises", "Badder Facility" and/or "Facility") or stay any enforcement of Troy's caregiver zoning ordinance (defined and discussed below) against Plaintiff, or the landlord ("Landlord") of the leased location of Plaintiff's caregiver cultivation, with Plaintiff filing an ex parte verified motion and brief in support of an order for show cause hearing contemporaneously with this Verified Complaint.

4. Plaintiff's ability to use marihuana, which includes the cultivation thereof under the MMMA, for himself and his qualified patients in his secured, locked Badder Facility located within the boundaries of the City is threatened by the City's unconstitutional zoning ordinance, Chapter 104, *Medical Marihuana Grow Operation License Ordinance* (the "Ordinance"), which became effective May 3, 2018, limiting the number of Ordinance issued licensed caregivers in the City to the presumed arbitrary number of thirty-six (36) (however, see discussion at ¶¶ 13-15 of this Verified Complaint, which appears to make a weak and confused attempt to rebut this presumption of arbitrariness) with Plaintiff as the hypothetical and proverbial number thirty-

seven (37) caregiver to seek licensure with the City under the Ordinance but who has been solely denied licensure only because he is #37. Troy City Code, Chapter 104, § 3(B), with a copy of the Ordinance attached as **Exhibit B**.

5. Plaintiff is not the original caregiver for the grow Facility location, which as a successor grower at the Facility is also prohibited by the Ordinance (see ¶ 10 of this Verified Complaint); notwithstanding, Plaintiff and his agents have made repeated overtures to the City to obtain licensure or otherwise be allowed to grow at the Facility as caregivers, which have been rebuffed and denied each time, with the enforcement division of the City zoning giving Plaintiff and his Landlord by letter ("Termination Letter") through July 7, 2021, to discontinue caregiver cultivation at the Facility by removing all plants. Attached as **Exhibit C** is a copy of the Termination Letter with the Landlord's name redacted.

6. The Ordinance is clearly a zoning ordinance (notwithstanding the comments of the City attorney, see footnote 5 below, at the time of its enactment) given that the activities of the 36 City licensed caregiver cultivation facilities were only allowed by the Ordinance if the location of the facility is in a City zoned IB district, Integrated Industrial and Business (**Exhibit B** at § 8(A)) with the City calling the enactment of the Ordinance an act of police powers, which was a ruse, instead of the use of the City's zoning powers in order to avoid compliance with the Michigan Zoning Enabling Act ("MZEA"), which requires , among other things, public hearings and notices before enactment.

7. The Badder Facility is in a zoned IB district and, prior to the enactment of the Ordinance, was granted permits and a certificate of occupancy by the City for the Badder Facility to operate in accordance with the MMMA.

8. After the enactment of the Ordinance, any caregiver grow operation in the City without a City license subjected the caregiver to criminal misdemeanor charges and fines of \$500/day with "[e]ach violation, and each day upon which a violation exists or continues, shall constitute a separate offense." **Exhibit B** at § 12. In addition, the City charged each licensed caregiver an annual fee of \$1500.00 to retain its right to grow in City boundaries. *Id.* at §§ 3(c) and (d).

9. This Ordinance was not enacted in conformity with MZEA requirements that pre-existing non-conforming uses, such as Plaintiff's location, would be grandfathered into the newly enacted Ordinance and by calling the Ordinance an act of police power, it avoided this grandfathering of Badder's nonconforming use into the Ordinance consequently stripping Plaintiff of all rights he possessed in the permits and certificate of occupancy issued by the City for the Badder Facility.

10. Notwithstanding the foregoing, the Ordinance is and was patently void *ab initio* on its face for having the chutzpah to cap the number of caregivers allowed to grow in the City at 36 (sometimes hereinafter referred to as the "Ceiling") and holding that the City issued growing licenses to the caregivers "run with the caregiver" and "not with the land" or location has caused considerable damage to Plaintiff (i.e., Sections 9(D), (E) of Troy City Code, Chapter 104, **Exhibit B**) and others because these restrictions are conflict and/or field preempted, both expressly and impliedly, by the MMMA.

11. Indeed, the recent ruling of the Michigan Supreme Court in *DeRuiter vs Township of Byron*, 505 Mich 130; 949 NW 2d 91 (2020), a copy of which is attached as **Exhibit D**, supports the latter holding that municipalities (such as Troy) may regulate through zoning the



**location of caregiver cultivation in a secured, locked facility, as long as it does not prohibit caregivers.**

12. Plaintiff asserts that the *DeRuiter* Court would strike down the Ceiling, together with Sections 9 and 10 of the Ordinance, as prohibiting caregivers.

13. In a Memorandum, dated, April 3, 2018, prior to the voting on and enactment of the Ordinance, jointly presented by the Acting City Manager and City Attorney to the Troy Mayor and City Council (the "Memorandum"), regarding the need to cap caregiver operations in Troy to 36 apparently determined the latter number based upon the alleged ratio of 1 facility per 370 persons, whatever that means, and because the Ceiling will not impede Troy patients from obtaining their medicine because neighboring communities will "opt in" to the Michigan Medical Marihuana Facilities Licensing Act ("MMFLA"), §§ MCL 333.27101, et. seq., stating: "Since [Troy] caregivers must decide between being involved with a commercial MMFLA grow facility (outside the City) or continuing to serve as a registered caregiver in the City, it is anticipated that there will be some attrition." A copy of the Memorandum is attached as Exhibit E.

14. We contend that the latter statement in this era of "wokeness" is a blatant discriminatory or borderline discriminatory admission of intent by the City attorney and, when coupled with the preempted caregiver Ceiling (or, better stated, quota) in the largest City in Oakland County, a suburb of Detroit with less than a 4% African American population, the intent of the Ordinance and its effects are clear.

15. In contradiction to the statements in the Memorandum, the City is the most populous municipality in Oakland County at over 84,000<sup>1</sup> citizens with the population of Oakland County at approximately 1.3 Million<sup>2</sup> and known state registered caregivers in Oakland County at 4,150 (See Exhibit F), which calculates to an expected number of caregivers in Troy to be around 268 caregivers (e.g.,  $84,000/1,3000,000 = 6.5\% \times 4,150 = 268$ ) not 36 but Troy continues to enforce an Ordinance that has arbitrarily and capriciously limited the number of caregiver growing licenses within City boundaries by almost 90% to 36, based upon the faulty discriminatory reasoning that Troy patients/citizens can go to neighboring communities, which have opted in to the MMFLA (e.g., Troy has, while not necessary by the MMFLA, formally opted out of the MMFLA), to purchase their medicine or have their medicine delivered to them, excluding a certain demographic from working and living in the City in order to be close to their work; however, buying their product is fine.

16. In this lawsuit (the "Lawsuit"), Plaintiff seeks a declaratory judgment that the City Ordinance is void *ab initio* as it was enacted in violation of the MZEA by the lack of notice, public hearing(s) and by not grandfathering in Plaintiff's location which, as noted, is in an IB zoned district, and cannot limit the number of caregivers to the Ceiling or criminally fine and/or charge an annual license fee to the Troy based caregiver for growing in Troy without a City issued license even when the facility is in an IB zoned district and has Section 4 immunity under the MMMA, Exhibit A, MCL 333.26424(b), expressly and/or impliedly by conflict and/or field preempting the Ordinance "Ceiling" when the MMMA further preempted the Ordinance because "[t]he medical use of marihuana is allowed under state law to the extent it is carried out in accordance with the provisions of this act." *Id.* at MCL § 333.26427(a).

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<sup>1</sup> 84,054 (2021), [www.worldpopulationreview.com](http://www.worldpopulationreview.com)

<sup>2</sup> 1,259,360 (2021), *Id.*

17. In this Lawsuit, Plaintiff seeks injunctive relief to compel Defendant to issue to Plaintiff his license and/or stay enforcing the unconstitutional, void and/or preempted Ordinance against him by shutting down his grow operation, which he was immune from such enforcement by the City based upon MCL § 333.26424(b), MCL § 333.26427(a) and Section 7(e) of the MMMA stating: "All other acts and parts of acts inconsistent with this act [MMMA] do not apply to the medical use of marihuana as provided for by this act." Exhibit A, MCL § 333.26427(e).

18. Finally, Plaintiff seeks damages in this Lawsuit against the City in excess of \$250,000.00 for its negligent administration and enactment of the Ordinance, which failed to comply with the MZEA and clearly violated the preemption provisions of the MMMA, creating an environment of adhesion and extortion by caregivers to financiers and/or caregivers like Plaintiff.

#### **PARTIES, VENUE AND JURISDICTION**

19. Plaintiff's business office for over eight (8) years has been located in Oakland County at 7071 Orchard Lake Road, Suite 250, West Bloomfield, MI 48322, with his caregiver grow is also located in Oakland County at the Badder Facility where he has been involved with the caregiver growing operations at this Facility for almost four (4) years.

20. Defendant is a home rule city and municipal corporation existing under the laws of the State of Michigan 48084, located in Oakland County, Michigan.

21. Venue is proper pursuant to MCL § 600.1615 because Defendant is a governmental unit that exercises governmental authority in Oakland County, Michigan.

22. Venue is proper pursuant to MCL § 600.1621 because the parties are located in and/or conduct business within Oakland County, MI, and the events giving rise to this Lawsuit occurred in Oakland County.

23. Jurisdiction is conferred upon this Court pursuant to MCR 2.605(A) because there is an actual controversy within this Court's jurisdiction necessitating a declaration of legal rights between the parties and this Court's authority to grant injunctive relief as provided by MCR 3.310.

24. Jurisdiction is conferred upon this Court pursuant to MCL § 600.605 as equitable relief is requested by Plaintiff who is seeking injunctive relief to stop the City from taking away Plaintiff's business by thwarting, taking or in essence condemning Plaintiff's unique leasehold interest in the Premises, which is a property right.

25. Jurisdiction is conferred upon this Court as Plaintiff seeks recovery of damages in excess of \$25,000.00 for Defendant's negligence in the enactment then administration of the Ordinance as evidenced by its continued enforcement of the Ordinance Ceiling, which is clearly on its face contrary to the MMMA and current, settled case law.

### **GENERAL FACTUAL ALLEGATIONS**

#### **A. THE BACKGROUND**

26. Wolfe is the manager of Parker Place Holdings, LLC ("PPH"), a Michigan limited liability company, and is in the business of structuring private commercial real estate and business loans.

27. Wolfe's friend approached him on or about November 1, 2017, in connection with his financing of a certain caregiver grower at the Badder Facility, Michael W. Hosner ("Hosner"), who needed money to operate this Facility and that he could not fund him anymore

money as he had already paid out to or on behalf of Hosner over \$35,000.00 (e.g., Hosner had claimed that two (2) crops had been stolen by the "help" and, as a result, could not pay back all or any portion of his friend's investment).

28. Hosner also approached Wolfe regarding his need for a private money business loan regarding his caregiver business operation ("Business") located at the Badger Facility.

29. Wolfe's investor, GG Capital Investments, LLC ("GGCI"), a Michigan limited liability company, funded Hosner the short term monies needed to pay rent and obtain some other items necessary to conduct the Business at the Premises (hereinafter referred to as "Business Assets").

30. A Balloon Promissory Note, dated, November 17, 2017, for \$10,000.00 ("First Note"), evidenced Hosner's first loan with GGCI, later assigned to PPH, which was secured by a junior mortgage lien on real property owned by Hosner's girlfriend ("Borrower"), located in Warren, MI 48088 (the "Warren Property"), albeit, this mortgage was never recorded.

31. On December 7, 2017, GGCI extended a second business loan to Hosner, also assigned to PPH, in the principal sum of \$25,000.00 ("Second Note"), which paid off and replaced the First Note, and the Second Note was secured by a mortgage to the Warren Property, recorded on May 10, 2018 at Liber 25358, Page 470 in the Macomb County Records ("Mortgage").

32. The Second Note required monthly interest only payments of \$375.00 and a principal pay down of \$5,000.00 by February 15, 2018 with Hosner making only the first monthly payment of \$375.00 and 50% of the principal pay down in the amount of \$2,500.00 on or about February 7, 2018.

33. In May-June, 2018, rather than pursue foreclosure of the Mortgage due to the default under the Second Note, PPH agreed to fund Hosner's Badder grow so that he could generate the revenue to pay off the Second Loan, repay the newly infused funds and pay back his friend's monies, based upon the representations of Hosner as to his ability to pay off these debts if his grow was properly funded and that he was a purely organic farmer who would produce clean tested product.

34. Given the latter representations, Wolfe's wife, who suffers from debilitating migraine headaches, became a medical patient of Hosner.

35. What PPH was not prepared for, and was misrepresented by Hosner, was the outstanding debt he owed even after the funding of the Second Loan as of June, 2018, to his Landlord (over \$6,000.00), DTE (over \$5,000.00), \$1,500.00 to join an alleged class action lawsuit by caregivers against the City and the Troy permit/license fee of \$1,500.00 and late fee of \$1,000.00 for a total owed of \$2,500.00 to the City for a caregiver license for Badder Facility issued to Hosner under the Ordinance .

36. Wolfe had never seen a caregiver growing operation prior to the Badder Facility nor understood the cloning, vegging, flowering, curing and recoupment schedule or cycle of the plants (e.g., over 4 months of expenses), the need to spray and control for mites and powdery mildew plus, in addition, the grow at Badder would be plagued by microbial given that there was an open sewer on the Premises, with all these costs much greater than projected, promised and represented by Hosner.

37. By November 1, 2018, GGCI and/or PPH had paid to or on behalf of Hosner to keep the grow operating at the Premises an amount over \$35,000.00 (e.g., shadowing what his friend had paid out).

38. On November 13, 2018, at 8:30 p.m., Hosner sent a text to Wolfe claiming that he had briefly left the Premises and, upon his return, discovered that 100% of the harvested product was stolen by non-forced entry to the Badder Facility with Hosner insisting that Wolfe or someone Wolfe knew had stolen the product and/or that this person of interest's son had stolen the product.

39. Hosner's "story" was eerily like the prior fate of Wolfe's friend.

40. Wolfe had a lie detector test taken by the person of interest who passed but, while Hosner promised to also take the test, he never submitted to the testing only attacking the accuracy of the test administered.

41. Given the Ordinance and Hosner's refusal to work with another caregiver to assure good and timely harvests, Wolfe had little to no choice but to try and work with this very difficult person and caregiver.

42. However, Wolfe and PPH took the following steps to hopefully better control the situation:

- A. PPH notified Hosner in writing on or about November 30, 2018, that the Second Note was in default and was accelerated and that PPH was entitled to foreclose the Mortgage on the Warren Property unless the total indebtedness owed under the Second Note was paid in full; and
- B. As of December 1, 2018, PPH directly leased the space from the Badder Landlord for the Badder Facility with PPH paying the Landlord the Badder rent ("Badder Rent") with Hosner subleasing the space on the same terms.

43. Hosner failed to cure or remedy the Second Note defaults and PPH sued Hosner in Oakland County Circuit Court ("OCCC"), Case No. 2019-171849-CB (the "Judgment Case") for the losses associated with all the foregoing and obtained a judgment ("Judgment") against Hosner on March 13, 2019, in the amount of \$81,309.25.

44. PPH deferred Hosner's obligation to reimburse for the Badder Rent for the use of the Badder Facility until Hosner was able to generate a profit from the operations of his Business ("Deferred Badder Rent").

45. Hosner never generated any profit or sufficient revenue from his Business operations to pay back the Deferred Badder Rent or any go-forward rent for that matter.

46. On or about September 30, 2019, the Badder Facility was allegedly robbed once again with the thieves cutting down 36 flowering plants, which had not yet been harvested, and carrying away the product from the Badder Facility.

47. This latter incident eventually triggered Wolfe's wife terminating her patient status with Hosner and was the impetus for Wolfe to no longer remain passive and to become more actively involved with the marihuana growing at the Badder Facility immediately installing, for instance, at the Premises, a new security system of cameras and alarms.

48. On or about December 19, 2019, PPH and Hosner entered into an agreement under which PPH would forbear collecting on the Judgment and Deferred Badder Rent, among other monies owed ("Forbearance Agreement"), and with a signed copy of the Forbearance Agreement attached at Exhibit G.

49. The Forbearance Agreement provided, among other things, that Hosner would timely submit to the City of Troy for its approval his renewal application (the "Renewal Application") for the calendar year 2021 for the Badder Facility for a medical caregiver grow under the MMMA ("Troy License Renewal") pursuant to the Troy Ordinance because PPH and Wolfe needed assurance that they would have sufficient cultivation time to recoup their losses.

50. Hosner materially breached the Forbearance Agreement by, among other things, failing to pay for and obtain the 2021 Troy License Renewal leaving PPH with no choice left



given Hosner's failure to harvest a clean crop but to file for the seizure of all the Business Assets at the Badder Facility in the Judgment Case taking control of the Business and Premises.

51. PPH then filed an eviction action against Hosner from the Badder Facility in the 52-4 District Court, Case No. 20-C01361-LT ("Eviction Case") with the possession of the Badder Facility awarded to PPH by Stipulation and Order, dated, November 9, 2020.

52. The issue of damages for the Deferred Badder Rent and go-forward rent was removed to OCCC for an amount in excess of \$60,000.00 (the "Unpaid Rent Claim"), Case No. 21-185834-CB ("Eviction Damage Case") and is currently pending having stagnated due to the pandemic.

53. Wolfe became a caregiver for the Premises solely to take over operations at the Badder Facility with a copy of Wolfe's patient card attached as **Exhibit H** and Wolfe will make available for *in camera* review by this Court and opposing counsel his five (5) patients assigned to him as a caregiver at any hearing on this matter to maintain the confidentiality and privacy of his patients.

54. Hosner failed to obtain the 2021 Troy License Renewal for the Badder Facility as was required under the Forbearance Agreement and, upon information and belief, is operating a caregiver facility in Troy at another location while the City attorney demands that Wolfe cease operating at the Badder Facility threatening the Landlord with sanctions. See, **Exhibit C**.

55. The total monies owed by Hosner under the Mortgage, Judgment and Unpaid Rent is in excess of \$125,000.00 with the failure of Hosner to obtain the 2021 Troy License Renewal for the Badder Facility potentially causing additional damages of over \$125,000.00 to Wolfe for a projected total damage claim against Hosner and the City in excess of \$250,000.00 ("Plaintiff's Damages").

**B. THE ORDINANCE**

56. A “grow operation” under the Ordinance means “[a]ny location where the cultivation of marihuana by a patient or caregiver, as defined in the [MMMA], takes place in the City of Troy.” Troy City Code, Chapter 104, § 2 at **Exhibit B**.

57. The Ordinance prohibits registered qualifying patients and primary caregivers from cultivating medical marihuana at any location in the City unless the location has been licensed by the City. *Id.* at § 3(A), and the Badder Facility was licensed by the City.

58. However, the number of caregiver grow licenses allowed under the MMMA by the City was limited to a **maximum of thirty-six (36) Medical Marihuana City licenses per year**. *Id.* at § 3(B) (emphasis added).

59. The Ordinance further provided that “[a]ll existing caregiver operations that as of January 1, 2018, were issued a City certificate of occupancy as part of the building permit process, with modifications specific to the growth, cultivation or storage of medical marihuana will be considered a “current facility”. *Id.*

60. Accordingly, existing or current facilities such as the Badder Facility were eligible to apply for a license, which is what Hosner did. *Id.*

61. However, upon information and belief, the Badder Facility was a compliant caregiver grow location pursuant to the MMMA pre-Ordinance with an issued certificate of occupancy by the City building department prior to January 1, 2018, but under the Ordinance, “[did] not have a vested right or nonconforming use right, and [was] required to comply with this Ordinance.” *Id.* at § 3(E).

62. Under the Ordinance, "[a] license under this Ordinance is only for the location identified in the [caregiver] application for the license and cannot be transferred to another location." *Id.* at § 9(D).

63. Under the Ordinance, "[a] license under this Ordinance is only for the applicant identified in the [caregiver] application for the license and cannot be transferred to another person." *Id.* at § 9(E).

64. Consequently, the Ordinance caused the untenable situation of stripping Plaintiff of all his beneficial rights, which were, subsequently, direct leasehold rights as set forth above, in the permits and certificate of occupancy issued to the Badder Facility prior to the Ordinance.

65. The Ordinance also pigeonholed Plaintiff having to endure the grossly incompetent cultivation of Hosner because "any revocation, suspension, business interruption or rescission renders an applicant ineligible for a Medical Marihuana Grow Operation License," *Id.* at § 3(B).

66. In other words, and as more fully set forth above, Plaintiff invested money with the Badder Facility caregiver, Hosner, and then was stuck with him because Hosner, not the Badder location where all the money was invested, had all the alleged power under the Ordinance thereby leaving Plaintiff in an extortion like adhesion contractual relationship with Hosner, which led to this Lawsuit and prior litigation with damages claimed under the Lawsuit solely created by the Ordinance, which Troy and its legal counsel continue to insist must be enforced even though it is blatantly in conflict and preempted by the MMMA.

67. The Ordinance provides that the caregiver applicant provides, "[a] description of how the applicant satisfies the requirement that the marihuana for each patient is kept in a fully enclosed locked facility...." *Id.* at § 4(A)(6).

68. The Ordinance provides that "[t]he caregiver shall cultivate each individual registered patient's plants in a separate locked facility that is enclosed on all sides...." *Id.* at § 7.

69. The Ordinance prohibits caregiver growing other than in "locations that are zoned IB, Integrated Industrial and Business District under the City of Troy Zoning Ordinance," *Id.* at § 8(A).<sup>3</sup>

70. Aside from the necessary, forced removal of Hosner from the Facility, the Premises is fully compliant with all aspects of the Ordinance and Wolfe is a caregiver entitled to cultivate 72 plants for his patients with his operations at the Facility in complete conformity with the MMMA.

### C. THE MMMA

71. The MMMA specifically allows a certain class of individuals, i.e., qualifying patients and primary caregivers, to engage in the medical use of marihuana in accordance with state law. Exhibit A, MCL § 333.26424

72. The "medical use of marihuana" is defined under the MMMA as the "acquisition, possession, cultivation, manufacture, extraction, use, internal possession, delivery, transfer, or transportation of marihuana...." Exhibit A, MCL § 333.26423(h).

73. The MMMA allows a qualifying patient to cultivate up to 12 marihuana plants in an enclosed, locked facility. Exhibit A, MCL § 333.26424(a).

74. A primary caregiver may assist up to five (5) patients plus himself as a patient and, therefore, can cultivate in total up to 72 plants with each qualifying patient allowed up to 12 plants (e.g.,  $6 \times 12 = 72$ ). Exhibit A, MCL § 333.26424(b).

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<sup>3</sup> As noted above, the Badder Facility is in a zoned IB district

75. Under the MMMA, the only statutorily defined locations where the possession and medical use of marihuana by patients and caregivers is prohibited are: (A) in school bus; (B) on the grounds of any preschool or primary or secondary school; and (C) in any correctional facility. **Exhibit A**, MCL § 333.26427(b)(2).

76. "The medical use of marihuana is allowed under state law to the extent it is carried out in accordance with the provisions of this act." **Exhibit A**, MCL § 333.26427(a).

77. The MMMA states, in pertinent part, that a qualifying patient "is not subject to arrest, prosecution, or penalty in any manner, or denied any right or privilege, including, but not limited to, civil penalty or disciplinary action . . . for the medical use of marihuana in accordance with this act[.]" **Exhibit A**, MCL 333.26424(a).

78. The MMMA also provides the same immunity to a primary caregiver in "assisting a qualifying patient . . . with the medical use of marihuana in accordance with this act." **Exhibit A**, MCL 333.26424(b)(otherwise known as Section 4 immunity).

79. Section 7(e) of the MMMA reads: "All other acts and parts of acts inconsistent with this act [MMMA] do not apply to the medical use of marihuana as provided for by this act." **Exhibit A**, MCL § 333.26427(e).

#### **D. THE DERUITER CASE**

80. The *DeRuiter* opinion ruled that a primary caregiver's "enclosed locked facility" can be reasonably zoned under the Section 4 immunity provision of the MMMA without the zoning ordinance being conflict preempted by the MMMA because:

"Under this rule, an ordinance is not conflict preempted as long as its added additional requirements do not contradict the requirements set forth in the statute." *DeRuiter*, **Exhibit D**, 505 Mich at 147.<sup>4</sup>

<sup>4</sup> The apparent presumption of the *DeRuiter* court was that the legislature "forgot" to identify the "where" of the secured locked facility as opposed to the legislature choosing that the "where" be wide open and not subject to

81. Specifically, the Michigan Supreme Court ruled in *DeRuiter* that since the "location" of the "enclosed locked facility" was not defined in the MMMA that a municipality could use its zoning powers to require a certain location over another location in the context of its zoning powers (e.g., residential vs. retail, etc.) as long as it does not prohibit caregiver growing.

82. The *DeRuiter* opinion is very narrow as it did not rule on issues not raised including whether MMMA Section 4 immunity from penalty in any manner conflict preempts ordinance enforcement and whether field preemption through MMMA Section 7(e) applies to local zoning ordinances:

"We only address whether the MMMA is in direct conflict with the township's zoning ordinance. We do not address field preemption because the trial court did not base its preemption ruling on that doctrine. See *DeRuiter*, 325 Mich App at 287 (declining to address field preemption because 'the trial court never based its ruling on field preemption of zoning'). Likewise, we do not consider express preemption because *DeRuiter* has not argued that the MMMA expressly preempts the zoning ordinance at issue." *DeRuiter*, Exhibit D, 505 Mich at 140.

#### COUNT I DECLARATORY RELIEF UNDER THE MZEA

83. Plaintiff incorporates paragraphs 1-82, as if more fully stated herein.

84. This Court is empowered to enter declaratory judgment under MCR 2.605,

85. The Ordinance was enacted without complying with the MZEA, MCL § 125.3101 *et. seq.*, which regulates how local governments may utilize zoning to differentiate uses of land within their incorporated territory, as follows (which is not an intended to be an exhaustive list):

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municipal zoning powers, which could result in a hodgepodge of subjective zoning restrictions, clearly all in the name of the municipalities right to zone to further the public health, safety and welfare; provided, however, the legislature did not "forget" to include in the MMMA several preemption clauses!

- A. There was no public Planning Commission meeting to recommend the Ordinance to the Troy City Council. MCL §§ 125.3401 and 125.3306;
- B. Planning commission meetings must be preceded by published newspaper notice at least 15 days prior to the meeting, MCL § 125.3304, which did not occur; and
- C. For any amendment or new ordinance, the legislative body must conduct a public hearing and publish notice of the hearing in a newspaper not less than 15 days before the hearing and must provide notice to owners of property that are the subject of the ordinance, MCL § 125.3103 and MCL § 125.3401(2), which did not occur.

86. The procedures of the MZEA must be strictly adhered to and, because the City failed to comply with MCL §§ 125.3103, 125.3304, 125.3305, 125.3306, 125.3308, 125.3401, 125.3401(2), 125.3401(6)(7) of the MEZA, this Court should declare and adjudge that these violations render the Ordinance void *ab initio*.

87. Alternatively, MZEA provides that, "If the use of a ...building...or of the land is lawful at the time of enactment of a zoning ordinance or an amendment to a zoning ordinance, then that use may be continued although the use does not conform to the zoning ordinance or amendment." MCL § 125.3208(1).

88. Prior to the Ordinance, the City, upon information and belief, issued building permits and certificates of occupancy to the Badder Facility for a primary caregiver to engage in the cultivation of medical marihuana at the Premises as a lawful land use.

89. The Ordinance states that the existing caregiver operation at the Badder Facility did not have a vested right or nonconforming use right under the City's exercise of its police powers not zoning powers in the enactment of the Ordinance and Plaintiff must comply with and be governed by the Ordinance, which does not allow any successor caregiver to grow at the Badder Facility, a restriction that did not exist prior to the Ordinance.

90. This Court should declare and adjudge that if the Ordinance is not void *ab initio* for the violations listed at Paragraph 86 above that Plaintiff must be allowed to continue caregiver growing at the Badder Facility as that use existed at the time of the enactment of the Ordinance and the City does not have the authority to simply eliminate a nonconforming use by calling its zoning powers, police powers.

**COUNT II**  
**DECLARATORY RELIEF UNDER THE MMMA**

91. Plaintiff incorporates paragraphs 1-90, as if more fully stated herein.

92. This Court is empowered to enter declaratory judgment under MCR 2.605.

93. For all intent and purpose, Plaintiff is caregiver #37 in that the City denied a grow license to him in a location that is zoned IB and has been a caregiver grow location for over 5-years. See, **Exhibit C**.

94. However, Defendant's power to adopt the Ordinance is subject to Michigan's constitution and the law. Const. 1963, art. 7, § 22.

95. Defendant was precluded from enforcing the Ordinance with its 36-caregiver Ceiling as it directly conflicts with the state MMMA statutory scheme, which preempts the Ordinance's Ceiling because:

A. *DeRuiter* did not address field preemption. **Exhibit D**, 505 Mich at 150, fn 17 and the MMMA statutorily "field" preempted the Ordinance;

B. *DeRuiter* did not decide:

"...[W]hether Byron Township's ordinance conflicts with other aspects of the MMMA [we do not decide]. Nor do we decide if the ordinance, which also precludes cultivating medical marijuana outside or in a structure detached from a residence, see Byron Township Zoning Ordinance, §3.2.G.1 and §3.2.H.2.d, has the practical consequence of prohibiting *DeRuiter* from cultivating the number of marijuana plants she



is expressly permitted by the MMMA, see MCL 333.26426(d); MCL 333.26424(a); MCL 333.26424(b)(2).” *Id.* at fn 14;

- C. *DeRuiter* did not decide express preemption (e.g., the MMMA expressly as well as impliedly preempted the Ordinance) with the *DeRuiter* Court stating:

“Likewise, we do not consider express preemption because *DeRuiter* has not argued that the MMMA expressly preempts the zoning ordinance at issue.” *Id.* at 140; and

- D. The *DeRuiter* decision is a narrow ruling addressing the only issue before the Court, which was whether the Byron Township ordinance of “location” was in direct conflict with the MMMA statutory scheme, holding as follows:

“Were we to accept *DeRuiter*’s argument, the only allowable restriction on where medical marijuana could be cultivated would be an “enclosed, locked facility” as that term is defined by the MMMA, MCL 333.26423(d). **Because the MMMA does not otherwise limit cultivation**, the argument goes, any other limitation or restriction on cultivation imposed by a local unit of government would...conflict with the state law. We disagree. The “enclosed, locked facility” requirement in the MMMA concerns what type of structure marijuana plants must be kept and grown in for a patient or caregiver to be entitled to the protections offered by MCL 333.26424(a) and (b); the requirement does not speak to *where* marijuana may be grown. In other words, because an enclosed, locked facility could be found in various locations on various types of property, regardless of zoning, this requirement is not in conflict with a local regulation that limits where medical marijuana must be cultivated.” *Id.* at 143-144 (bolded emphasis added).

96. The Ordinance Ceiling directly conflicts with the MMMA unlike the Byron Township zoning ordinance in *DeRuiter*, which simply was recognized by the *DeRuiter* Court as providing “location” to the MMMA “secured locked facility” requirement, which was bereft of or silent as to any location requirement and since a “secured locked facility” can happen in numerous zoning classifications, the proverbial door was opened to allow a municipality to regulate through zoning the location, which did not *per se* limit caregiver cultivation in a municipality (see ¶ 95 (D) above; but, also, see fn. 4 above).

97. If the issue before this Court was the validity of the City Ordinance requiring that the location of any caregiver secured locked facility must be in a zoned IB district in Troy, *DeRuiter* would be on point with the City Ordinance and vice versa; however, the Ordinance invalidity arises from the specific setting of a fixed number of caregivers allowed in Troy (i.e., the Ceiling or 36), which is contrary to the *DeRuiter* ruling and, indeed, is in conflict with the Court's specific finding in *DeRuiter* that the MMMA does not limit cultivation.<sup>5</sup>

98. The City Ordinance, specifically limiting caregivers to a certain number is both conflict and field preempted by the MMMA.

99. In fact, *DeRuiter* will be overturned in Plaintiff's opinion by the High Court reviewing this case or another similar case that will argue the MMMA expressly preempts any zoning and/or police power enacted ordinance which limits caregiver growing within municipal boundaries in any possible way as contrary to the clear and unambiguous people's intent which the statutory scheme of the MMMA tried to emulate.

100. For instance, many times when seeking injunctive relief involving real property, the relief will be granted because property is "unique" such that irreparable harm will be deemed to occur even though there is (and always will be) an adequate remedy at law. The same logic can be applied with any zoning regulation that limits caregiver growing as it is conceivable that there may arise (and will always be in the realm of possible) circumstances where a caregiver

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<sup>5</sup> The City attorney, Lori Grigg Bluhm, Esq., was quoted in a Metro Times article from June 6, 2018, arguing that the Ordinance limits are about protecting "the health, safety, and welfare of the city" and "was within its authority to implement the..." Ordinance without complying with MZEA because "the [O]rdinance is an exercise of police powers...." m.metrotimes.com, "Troy's new marijuana rules limit access to medicine. Now, an Iraq War vet is suing", June 6, 2018 at 5:40 pm. Bluhm goes on to recognize that the Troy Ordinance is rare in scope stating in support of its rarity: "We are probably one of the first to impose a limit, but just because there's a right to grow marijuana doesn't mean you can disregard all of the other laws of the state, she says, referencing fire and other building safety codes that need to be met by caregivers in order to obtain a certificate of occupancy."

such in Byron Township cannot find a residential property in which to grow (i.e., #37) and, as recognized by the Court in *DeRuiter*, this may revise the Court's ruling (see ¶ 95 (B))

101. Based upon the foregoing, this Court should declare that the Ceiling directly conflicts with the MMMA and adjudge the Ordinance as void *ab initio* instructing the City to immediately issue to Plaintiff a caregiver license.

**COUNT III**  
**INJUNCTIVE RELIEF/EX PARTE SHOW CAUSE HEARING**

102. Plaintiff incorporates paragraphs 1-101, as if more fully stated herein.

103. Plaintiff seeks ex parte a hearing at which Defendant must show cause ("Show Cause Hearing") why limiting caregiver growers in the City to 36 caregivers as set forth in the Ordinance does not violate the MMMA rendering the Ordinance void *ab initio*.

104. Plaintiff further seeks that Defendant be compelled at the Show Cause Hearing to issue to Plaintiff a City cultivation license and, notwithstanding the Court's ruling on the latter, Defendant shall be stayed at the Show Cause Hearing from any further enforcement action at the Badder Facility during the pendency of this Lawsuit.

105. The Badder Facility under Michigan law is unique and entitled to the extraordinary requested injunctive relief to compel issuance of the City license and/or stay any enforcement action by Defendant against Plaintiff during the pendency of this Lawsuit.

106. Plaintiff shall prevail on the merits as the Ceiling directly conflicts with the MMMA and as such that if the Defendant is allowed to take enforcement action, the harm will be irreparable as not only is the Badder Facility unique but the medicine being cultivated there is also unique and will be undermined by any physical disruption cause by such enforcement.

107. Accordingly, there is no adequate remedy at law to compensate for that unlawful enforcement and Plaintiff will suffer irreparable harm if the injunctive relief requested is not ordered in this action.

108. Plaintiff will prevail at trial on the merits of this case as the Ordinance is expressly preempted by the MMMA and the *DeRuiter* holding that the MMMA does not limit cultivation is in direct conflict with the caregiver Ceiling of the Ordinance.

109. The harm to Plaintiff and his patients outweighs any harm to Defendant by this Court staying any enforcement action against Plaintiff and the Badder Facility as one more caregiver growing in Troy or #37 will cause NO harm to the City but irreparable harm will be caused to Plaintiff and his patients.

110. The public interest shall be served by this Court staying enforcement at the Badder Facility, which might unnecessarily undermine the medicine cultivated onsite, especially since the Ordinance appears on its face to be unconstitutional.

111. MCR 3.310 governs granting ex parte the Show Cause Hearing and, based upon MCR 3.310 and the foregoing verified allegations supported by the attached Exhibits, Plaintiff's request that Defendant show cause as to why Defendant should not be compelled to issue to Plaintiff a caregiver City license and/or stay any enforcement of the Ordinance as to Plaintiff until after this case is concluded should be granted, as more fully set forth in Plaintiff's Ex Parte Verified Motion for Show Cause Hearing and Brief in Support thereof, being filed concurrent with this Verified Complaint with a proposed Order Granting Show Cause Hearing attached to this Verified Complaint as **Exhibit I**.

**COUNT IV**  
**NEGLIGENT ADMINISTRATION OF ZONING CODE**

112. Plaintiff incorporates paragraphs 1-111 as if more fully stated herein.

113. Defendant had a duty to properly enact and enforce valid zoning ordinances which were not clearly preempted by state law.

114. Defendant has breached that duty by improperly enacting and thereafter enforcing the Ordinance which on its face with its limitation of only allowing 36 caregivers and the issued license running with the caregiver not the location disallowing a successor caregiver to operate in the location, which has had a chilling effect on caregiver cultivation in the City, directly conflicted with the MZEA and MMMA and was void *ab initio*.

115. Plaintiff was within the class of individuals owed this foregoing duty by Defendant which Defendant breached.

116. Plaintiff has suffered damages due to Defendant's breach of duty.

117. The proximate cause of Plaintiff's damages was the direct result of Defendant's breach of duty.

**RELIEF REQUESTED**

WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

A. Enter an Order Granting Show Cause Hearing for August 11, 2021 ("SCH"), pursuant to Plaintiff's Ex Parte Verified Motion with Brief in Support thereof filed, contemporaneously herewith, to:

1. Declare and adjudge that the Ordinance was improperly presented, voted on and enacted as a use of the City's police power to protect the health safety and welfare of the City when no emergency existed and was presented in this manner to avoid compliance with the MZEA;

2. Declare and adjudge that the Ordinance was a clear act of the City's zoning powers and did not comply with MZEA, as follows:

(a). The lack of notice(s) and the lack of any hearing(s) pertaining to the Ordinance prior to its enactment violated MZEA rendering the Ordinance void *ab initio*; and/or

(b). Alternatively, if the notice and hearing violations of MEZA did not render the Ordinance void, declare and adjudge that Plaintiff must be allowed to continue caregiver growing at the Badder Facility as that use existed at the time of the enactment of the Ordinance and the City did not have the authority to "take" this nonconforming use by the language of the Ordinance and, pursuant to the MZEA, the use must be grandfathered into the Ordinance as a nonconforming use;

B. Notwithstanding the impact of violating MZEA by the enactment of the Ordinance, enter at the SCH declaratory judgment in favor of Plaintiff that the enforcement of the Ordinance directly conflicts with and is otherwise field preempted by the MMMA and is void *ab initio*;

C. Alternatively, at the SCH, strike down the Ceiling of the Ordinance as expressly preempted by MMMA and, pursuant to *DeRuiter*, order Defendant to issue a caregiver license to Plaintiff;

D. At the SCH, notwithstanding entering judgment as requested above, grant preliminary injunctive relief staying enforcement of the Ordinance as to Plaintiff during the pendency of this Lawsuit;

E. At trial of this matter, awarding damages to Plaintiff in excess of \$250,000.00 against Defendant for its negligent administration of the zoning code as evidenced by the Ordinance;

F. At trial of this matter, awarding Plaintiffs their attorney fees and costs; and

G. Granting and/or awarding such other relief that this Court deems equitable and just.

**JURY DEMAND**

Plaintiff hereby demands a trial by jury in the above-captioned action for all claims so tried.

/S/ JACK B. WOLFE  
Jack B. Wolfe  
In Pro Per  
7071 Orchard Lake Road, Suite 250  
West Bloomfield, MI 48322  
(248) 228-6307 (c)  
(248) 862-2018 (w)  
(248) 928-5009 (f)  
wolfejack19@gmail.com

Dated: July 21, 2021

**VERIFICATION**

The undersigned, under penalty of perjury and contempt of court, hereby affirms that the foregoing allegations are true and accurate to the best of his information, knowledge and belief.

/S/ JACK B. WOLFE  
Jack B. Wolfe

Dated: July 21, 2021

Respectfully submitted,

/S/ JACK B. WOLFE  
Jack B. Wolfe  
In Pro Per  
7071 Orchard Lake Road, Suite 250  
West Bloomfield, MI 48322  
(248) 228-6307 (c)  
(248) 862-2018 (w)  
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wolfejack19@gmail.com

Dated: July 21, 2021

# EXHIBIT A



**MICHIGAN MEDICAL MARIHUANA ACT (EXCERPT)**  
**Initiated Law 1 of 2008**

**333.26421 Short title.**

**1. Short Title.**

Sec. 1. This act shall be known and may be cited as the Michigan Medical Marihuana Act.

History: 2008, Initiated Law 1, Eff. Dec. 4, 2008.

Compiler's note: MCL 333.26430 of Initiated Law 1 of 2008 provides:

10. Severability.

Sec. 10. Any section of this act being held invalid as to any person or circumstances shall not affect the application of any other section of this act that can be given full effect without the invalid section or application.

For the transfer of powers and duties of the department of licensing and regulatory affairs, including its bureau of marijuana regulation, to the marijuana regulatory agency, and abolishment of the bureau of marijuana regulation, see E.R.O. No. 2019-2, compiled at MCL 333.27001.

**MICHIGAN MEDICAL MARIHUANA ACT (EXCERPT)**  
**Initiated Law 1 of 2008**

**333.26422 Findings, declaration.**

**2. Findings.**

Sec. 2. The people of the State of Michigan find and declare that:

(a) Modern medical research, including as found by the National Academy of Sciences' Institute of Medicine in a March 1999 report, has discovered beneficial uses for marihuana in treating or alleviating the pain, nausea, and other symptoms associated with a variety of debilitating medical conditions.

(b) Data from the Federal Bureau of Investigation Uniform Crime Reports and the Compendium of Federal Justice Statistics show that approximately 99 out of every 100 marihuana arrests in the United States are made under state law, rather than under federal law. Consequently, changing state law will have the practical effect of protecting from arrest the vast majority of seriously ill people who have a medical need to use marihuana.

(c) Although federal law currently prohibits any use of marihuana except under very limited circumstances, states are not required to enforce federal law or prosecute people for engaging in activities prohibited by federal law. The laws of Alaska, California, Colorado, Hawaii, Maine, Montana, Nevada, New Mexico, Oregon, Vermont, Rhode Island, and Washington do not penalize the medical use and cultivation of marihuana. Michigan joins in this effort for the health and welfare of its citizens.

**History:** 2008, Initiated Law 1, Eff. Dec. 4, 2008.

**Compiler's note:** MCL 333.26430 of Initiated Law 1 of 2008 provides:

**10. Severability.**

Sec. 10. Any section of this act being held invalid as to any person or circumstances shall not affect the application of any other section of this act that can be given full effect without the invalid section or application.

For the transfer of powers and duties of the department of licensing and regulatory affairs, including its bureau of marijuana regulation, to the marijuana regulatory agency, and abolishment of the bureau of marijuana regulation, see E.R.O. No. 2019-2, compiled at MCL 333.27001.



# MICHIGAN LEGISLATURE

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House: Adjourned until Wednesday, July 14, 2021 12:00:00 PM  
Senate: Adjourned until Thursday, July 15, 2021 10:00:00 AM

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## Section 333.26423

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### MICHIGAN MEDICAL MARIHUANA ACT (EXCERPT) Initiated Law 1 of 2008

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## 333.26423 Definitions.

### 3. Definitions.

Sec. 3. As used in this act:

(a) "Bona fide physician-patient relationship" means a treatment or counseling relationship between a physician and patient in which all of the following are present:

(1) The physician has reviewed the patient's relevant medical records and completed a full assessment of the patient's medical history and current medical condition, including a relevant, in-person, medical evaluation of the patient.

(2) The physician has created and maintained records of the patient's condition in accord with medically accepted standards.

(3) The physician has a reasonable expectation that he or she will provide follow-up care to the patient to monitor the efficacy of the use of medical marihuana as a treatment of the patient's debilitating medical condition.

(4) If the patient has given permission, the physician has notified the patient's primary care physician of the patient's debilitating medical condition and certification for the medical use of marihuana to treat that condition.

(b) "Debilitating medical condition" means 1 or more of the following:

(1) Cancer, glaucoma, positive status for human immunodeficiency virus, acquired immune deficiency syndrome, hepatitis C, amyotrophic lateral sclerosis, Crohn's disease, agitation of Alzheimer's disease, nail patella, or the treatment of these conditions.

(2) A chronic or debilitating disease or medical condition or its treatment that produces 1 or more of the following: cachexia or wasting syndrome; severe and chronic pain; severe nausea; seizures, including but not limited to those characteristic of epilepsy; or severe and persistent muscle spasms, including but not limited to those characteristic of multiple sclerosis.

(3) Any other medical condition or its treatment approved by the department, as provided for in section 6(k).

(c) "Department" means the department of licensing and regulatory affairs.

(d) "Enclosed, locked facility" means a closet, room, or other comparable, stationary, and fully enclosed area equipped with secured locks or other functioning security devices that permit access only by a registered primary caregiver or registered qualifying patient. Marihuana plants grown outdoors are considered to be in an enclosed, locked facility if they are not visible to the unaided eye from an adjacent property when viewed by an individual at ground level or from a permanent structure and are grown within a stationary structure that is enclosed on all sides, except for the base, by chain-link fencing, wooden slats, or a similar material that prevents access by the general public and that is anchored, attached, or affixed to the ground; located on land that is owned, leased, or rented by either the registered qualifying patient or a person designated through the departmental registration process as the primary caregiver for the registered qualifying patient or patients for whom the marihuana plants are grown; and equipped with functioning locks or other security devices that restrict access to only the registered qualifying patient or the registered primary caregiver who owns, leases, or rents the property on which the structure is located. Enclosed, locked facility includes a motor vehicle if both of the following conditions are met:

(1) The vehicle is being used temporarily to transport living marihuana plants from 1 location to another with the intent to permanently retain those plants at the second location.

(2) An individual is not inside the vehicle unless he or she is either the registered qualifying patient to whom the living marihuana plants belong or the individual designated through the departmental registration process as the primary caregiver for the registered qualifying patient.

(e) "Marihuana" means that term as defined in section 7106 of the public health code, 1978 PA 369, MCL 333.7106.

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substance, or similar product containing any usable marihuana that is intended for human consumption in a manner other than smoke inhalation. Marihuana-infused product shall not be considered a food for purposes of the food law, 2000 PA 92, MCL 289.1101 to 289.8111.

(g) "Marihuana plant" means any plant of the species *Cannabis sativa* L.

(h) "Medical use of marihuana" means the acquisition, possession, cultivation, manufacture, extraction, use, internal possession, delivery, transfer, or transportation of marihuana, marihuana-infused products, or paraphernalia relating to the administration of marihuana to treat or alleviate a registered qualifying patient's debilitating medical condition or symptoms associated with the debilitating medical condition.

(i) "Physician" means an individual licensed as a physician under part 170 of the public health code, 1978 PA 368, MCL 333.17001 to 333.17084, or an osteopathic physician under part 175 of the public health code, 1978 PA 368, MCL 333.17501 to 333.17556.

(j) "Plant" means any living organism that produces its own food through photosynthesis and has observable root formation or is in growth material.

(k) "Primary caregiver" or "caregiver" means a person who is at least 21 years old and who has agreed to assist with a patient's medical use of marihuana and who has not been convicted of any felony within the past 10 years and has never been convicted of a felony involving illegal drugs or a felony that is an assaultive crime as defined in section 9a of chapter X of the code of criminal procedure, 1927 PA 175, MCL 770.9a.

(l) "Qualifying patient" or "patient" means a person who has been diagnosed by a physician as having a debilitating medical condition.

(m) "Registry identification card" means a document issued by the department that identifies a person as a registered qualifying patient or registered primary caregiver.

(n) "Usable marihuana" means the dried leaves, flowers, plant resin, or extract of the marihuana plant, but does not include the seeds, stalks, and roots of the plant.

(o) "Usable marihuana equivalent" means the amount of usable marihuana in a marihuana-infused product that is calculated as provided in section 4(c).

(p) "Visiting qualifying patient" means a patient who is not a resident of this state or who has been a resident of this state for less than 30 days.

(q) "Written certification" means a document signed by a physician, stating all of the following:

(1) The patient's debilitating medical condition.

(2) The physician has completed a full assessment of the patient's medical history and current medical condition, including a relevant, in-person, medical evaluation.

(3) In the physician's professional opinion, the patient is likely to receive therapeutic or palliative benefit from the medical use of marihuana to treat or alleviate the patient's debilitating medical condition or symptoms associated with the debilitating medical condition.

**History:** 2008, Initiated Law 1, Eff. Dec. 4, 2008 ;-- Am. 2012, Act 512, Eff. Apr. 1, 2013 ;-- Am. 2016, Act 283, Eff. Dec. 20, 2016

**Compiler's Notes:** MCL 333.26430 of Initiated Law 1 of 2008 provides: 10. Severability. Sec. 10. Any section of this act being held invalid as to any person or circumstances shall not affect the application of any other section of this act that can be given full effect without the invalid section or application. Enacting section 2 of Act 283 of 2016 provides: "Enacting section 2. This amendatory act clarifies ambiguities in the law in accordance with the original intent of the people, as expressed in section 2(b) of the Michigan medical marihuana act, 2008 IL 1, MCL 333.26422: "(b) Data from the Federal Bureau of Investigation Uniform Crime Reports and the Compendium of Federal Justice Statistics show that approximately 99 out of every 100 marihuana arrests in the United States are made under state law, rather than under federal law. Consequently, changing state law will have the practical effect of protecting from arrest the vast majority of seriously ill people who have a medical need to use marihuana." [Emphasis added.] This amendatory act is curative and applies retroactively as to the following: clarifying the quantities and forms of marihuana for which a person is protected from arrest, precluding an interpretation of "weight" as aggregate weight, and excluding an added inactive substrate component of a preparation in determining the amount of marihuana, medical marihuana, or usable marihuana that constitutes an offense. Retroactive application of this amendatory act does not create a cause of action against a law enforcement officer or any other state or local governmental officer, employee, department, or agency that enforced this act under a good-faith interpretation of its provisions at the time of enforcement." For the transfer of powers and duties of the department of licensing and regulatory affairs, including its bureau of marijuana regulation, to the marijuana regulatory agency, and abolishment of the bureau of marijuana regulation, see E.R.O. No. 2019-2, compiled at MCL 333.27001.

**MICHIGAN MEDICAL MARIHUANA ACT (EXCERPT)**

**Initiated Law 1 of 2008**

**333.26424 Qualifying patient or primary caregiver; arrest, prosecution, or penalty prohibited; conditions; privilege from arrests; presumption; compensation; physician subject to arrest, prosecution, or penalty prohibited; marihuana paraphernalia; person in presence or vicinity of medical use of marihuana; registry identification card issued outside of department; sale of marihuana as felony; penalty; marihuana-infused product.**

**4. Protections for the Medical Use of Marihuana.**

Sec. 4. (a) A qualifying patient who has been issued and possesses a registry identification card is not subject to arrest, prosecution, or penalty in any manner, or denied any right or privilege, including, but not limited to, civil penalty or disciplinary action by a business or occupational or professional licensing board or bureau, for the medical use of marihuana in accordance with this act, provided that the qualifying patient possesses an amount of marihuana that does not exceed a combined total of 2.5 ounces of usable marihuana and usable marihuana equivalents, and, if the qualifying patient has not specified that a primary caregiver will be allowed under state law to cultivate marihuana for the qualifying patient, 12 marihuana plants kept in an enclosed, locked facility. Any incidental amount of seeds, stalks, and unusable roots shall also be allowed under state law and shall not be included in this amount. The privilege from arrest under this subsection applies only if the qualifying patient presents both his or her registry identification card and a valid driver license or government-issued identification card that bears a photographic image of the qualifying patient.

(b) A primary caregiver who has been issued and possesses a registry identification card is not subject to arrest, prosecution, or penalty in any manner, or denied any right or privilege, including but not limited to civil penalty or disciplinary action by a business or occupational or professional licensing board or bureau, for assisting a qualifying patient to whom he or she is connected through the department's registration process with the medical use of marihuana in accordance with this act. The privilege from arrest under this subsection applies only if the primary caregiver presents both his or her registry identification card and a valid driver license or government-issued identification card that bears a photographic image of the primary caregiver. This subsection applies only if the primary caregiver possesses marihuana in forms and amounts that do not exceed any of the following:

(1) For each qualifying patient to whom he or she is connected through the department's registration process, a combined total of 2.5 ounces of usable marihuana and usable marihuana equivalents.

(2) For each registered qualifying patient who has specified that the primary caregiver will be allowed under state law to cultivate marihuana for the qualifying patient, 12 marihuana plants kept in an enclosed, locked facility.

(3) Any incidental amount of seeds, stalks, and unusable roots.

(c) For purposes of determining usable marihuana equivalency, the following shall be considered equivalent to 1 ounce of usable marihuana:

(1) 16 ounces of marihuana-infused product if in a solid form.

(2) 7 grams of marihuana-infused product if in a gaseous form.

(3) 36 fluid ounces of marihuana-infused product if in a liquid form.

(d) A person shall not be denied custody or visitation of a minor for acting in accordance with this act, unless the person's behavior is such that it creates an unreasonable danger to the minor that can be clearly articulated and substantiated.

(e) There is a presumption that a qualifying patient or primary caregiver is engaged in the medical use of marihuana in accordance with this act if the qualifying patient or primary caregiver complies with both of the following:

(1) Is in possession of a registry identification card.

(2) Is in possession of an amount of marihuana that does not exceed the amount allowed under this act. The presumption may be rebutted by evidence that conduct related to marihuana was not for the purpose of alleviating the qualifying patient's debilitating medical condition or symptoms associated with the debilitating medical condition, in accordance with this act.

(f) A registered primary caregiver may receive compensation for costs associated with assisting a registered qualifying patient in the medical use of marihuana. Any such compensation does not constitute the sale of controlled substances.

(g) A physician shall not be subject to arrest, prosecution, or penalty in any manner, or denied any right or privilege, including but not limited to civil penalty or disciplinary action by the Michigan board of medicine, the Michigan board of osteopathic medicine and surgery, or any other business or occupational or professional licensing board or bureau, solely for providing written certifications, in the course of a bona fide

physician-patient relationship and after the physician has completed a full assessment of the qualifying patient's medical history, or for otherwise stating that, in the physician's professional opinion, a patient is likely to receive therapeutic or palliative benefit from the medical use of marihuana to treat or alleviate the patient's serious or debilitating medical condition or symptoms associated with the serious or debilitating medical condition, provided that nothing shall prevent a professional licensing board from sanctioning a physician for failing to properly evaluate a patient's medical condition or otherwise violating the standard of care for evaluating medical conditions.

(h) A person shall not be subject to arrest, prosecution, or penalty in any manner, or denied any right or privilege, including but not limited to civil penalty or disciplinary action by a business or occupational or professional licensing board or bureau, for providing a registered qualifying patient or a registered primary caregiver with marihuana paraphernalia for purposes of a qualifying patient's medical use of marihuana.

(i) Any marihuana, marihuana paraphernalia, or licit property that is possessed, owned, or used in connection with the medical use of marihuana, as allowed under this act, or acts incidental to such use, shall not be seized or forfeited.

(j) A person shall not be subject to arrest, prosecution, or penalty in any manner, or denied any right or privilege, including but not limited to civil penalty or disciplinary action by a business or occupational or professional licensing board or bureau, solely for being in the presence or vicinity of the medical use of marihuana in accordance with this act, or for assisting a registered qualifying patient with using or administering marihuana.

(k) A registry identification card, or its equivalent, that is issued under the laws of another state, district, territory, commonwealth, or insular possession of the United States that allows the medical use of marihuana by a visiting qualifying patient, or to allow a person to assist with a visiting qualifying patient's medical use of marihuana, shall have the same force and effect as a registry identification card issued by the department.

(l) Any registered qualifying patient or registered primary caregiver who sells marihuana to someone who is not allowed the medical use of marihuana under this act shall have his or her registry identification card revoked and is guilty of a felony punishable by imprisonment for not more than 2 years or a fine of not more than \$2,000.00, or both, in addition to any other penalties for the distribution of marihuana.

(m) A person shall not be subject to arrest, prosecution, or penalty in any manner or denied any right or privilege, including, but not limited to, civil penalty or disciplinary action by a business or occupational or professional licensing board or bureau, for manufacturing a marihuana-infused product if the person is any of the following:

(1) A registered qualifying patient, manufacturing for his or her own personal use.

(2) A registered primary caregiver, manufacturing for the use of a patient to whom he or she is connected through the department's registration process.

(n) A qualifying patient shall not transfer a marihuana-infused product or marihuana to any individual.

(o) A primary caregiver shall not transfer a marihuana-infused product to any individual who is not a qualifying patient to whom he or she is connected through the department's registration process.

**History:** 2008, Initiated Law 1, Eff. Dec. 4, 2008;—Am. 2012, Act 512, Eff. Apr. 1, 2013;—Am. 2016, Act 283, Eff. Dec. 20, 2016.

**Compiler's note:** MCL 333.26430 of Initiated Law 1 of 2008 provides:

10. Severability.

Sec. 10. Any section of this act being held invalid as to any person or circumstances shall not affect the application of any other section of this act that can be given full effect without the invalid section or application.

Enacting section 2 of Act 283 of 2016 provides:

"Enacting section 2. This amendatory act clarifies ambiguities in the law in accordance with the original intent of the people, as expressed in section 2(b) of the Michigan medical marihuana act, 2008 IL 1, MCL 333.26422:

"(b) Data from the Federal Bureau of Investigation Uniform Crime Reports and the Compendium of Federal Justice Statistics show that approximately 99 out of every 100 marihuana arrests in the United States are made under state law, rather than under federal law. Consequently, changing state law will have the practical effect of protecting from arrest the vast majority of seriously ill people who have a medical need to use marihuana." [Emphasis added.]

This amendatory act is curative and applies retroactively as to the following: clarifying the quantities and forms of marihuana for which a person is protected from arrest, precluding an interpretation of "weight" as aggregate weight, and excluding an added inactive substrate component of a preparation in determining the amount of marihuana, medical marihuana, or usable marihuana that constitutes an offense. Retroactive application of this amendatory act does not create a cause of action against a law enforcement officer or any other state or local governmental officer, employee, department, or agency that enforced this act under a good-faith interpretation of its provisions at the time of enforcement."

For the transfer of powers and duties of the department of licensing and regulatory affairs, including its bureau of marijuana regulation, to the marijuana regulatory agency, and abolishment of the bureau of marijuana regulation, see E.R.O. No. 2019-2, compiled at MCL 333.27001.

**MICHIGAN MEDICAL MARIHUANA ACT (EXCERPT)**  
**Initiated Law 1 of 2008**

**333.26424a Registered qualifying patient or registered primary caregiver; arrest, prosecution, or penalty, or denial of right or privilege prohibited; conditions.**

Sec. 4a. (1) This section does not apply unless the medical marihuana facilities licensing act is enacted.

(2) A registered qualifying patient or registered primary caregiver shall not be subject to arrest, prosecution, or penalty in any manner, or denied any right or privilege, including, but not limited to, civil penalty or disciplinary action by a business or occupational or professional licensing board or bureau, for any of the following:

(a) Transferring or purchasing marihuana in an amount authorized by this act from a provisioning center licensed under the medical marihuana facilities licensing act.

(b) Transferring or selling marihuana seeds or seedlings to a grower licensed under the medical marihuana facilities licensing act.

(c) Transferring marihuana for testing to and from a safety compliance facility licensed under the medical marihuana facilities licensing act.

**History:** Add. 2016, Act 283, Eff. Dec. 20, 2016.

**Compiler's note:** Enacting section 2 of Act 283 of 2016 provides:

"Enacting section 2. This amendatory act clarifies ambiguities in the law in accordance with the original intent of the people, as expressed in section 2(b) of the Michigan medical marihuana act, 2008 IL 1, MCL 333.26422:

"(b) Data from the Federal Bureau of Investigation Uniform Crime Reports and the Compendium of Federal Justice Statistics show that approximately 99 out of every 100 marihuana arrests in the United States are made under state law, rather than under federal law. Consequently, changing state law will have the practical effect of protecting from arrest the vast majority of seriously ill people who have a medical need to use marihuana." [Emphasis added.]

This amendatory act is curative and applies retroactively as to the following: clarifying the quantities and forms of marihuana for which a person is protected from arrest, precluding an interpretation of "weight" as aggregate weight, and excluding an added inactive substrate component of a preparation in determining the amount of marihuana, medical marihuana, or usable marihuana that constitutes an offense. Retroactive application of this amendatory act does not create a cause of action against a law enforcement officer or any other state or local governmental officer, employee, department, or agency that enforced this act under a good-faith interpretation of its provisions at the time of enforcement."

For the transfer of powers and duties of the department of licensing and regulatory affairs, including its bureau of marijuana regulation, to the marijuana regulatory agency, and abolishment of the bureau of marijuana regulation, see E.R.O. No. 2019-2, compiled at MCL 333.27001.

## MICHIGAN MEDICAL MARIHUANA ACT (EXCERPT)

Initiated Law 1 of 2008

### **333.26424b Transporting or possessing marihuana-infused product; violation; fine.**

Sec. 4b. (1) Except as provided in subsections (2) to (4), a qualifying patient or primary caregiver shall not transport or possess a marihuana-infused product in or upon a motor vehicle.

(2) This section does not prohibit a qualifying patient from transporting or possessing a marihuana-infused product in or upon a motor vehicle if the marihuana-infused product is in a sealed and labeled package that is carried in the trunk of the vehicle or, if the vehicle does not have a trunk, is carried so as not to be readily accessible from the interior of the vehicle. The label must state the weight of the marihuana-infused product in ounces, name of the manufacturer, date of manufacture, name of the person from whom the marihuana-infused product was received, and date of receipt.

(3) This section does not prohibit a primary caregiver from transporting or possessing a marihuana-infused product in or upon a motor vehicle if the marihuana-infused product is accompanied by an accurate marihuana transportation manifest and enclosed in a case carried in the trunk of the vehicle or, if the vehicle does not have a trunk, is enclosed in a case and carried so as not to be readily accessible from the interior of the vehicle. The manifest form must state the weight of each marihuana-infused product in ounces, name and address of the manufacturer, date of manufacture, destination name and address, date and time of departure, estimated date and time of arrival, and, if applicable, name and address of the person from whom the product was received and date of receipt.

(4) This section does not prohibit a primary caregiver from transporting or possessing a marihuana-infused product in or upon a motor vehicle for the use of his or her child, spouse, or parent who is a qualifying patient if the marihuana-infused product is in a sealed and labeled package that is carried in the trunk of the vehicle or, if the vehicle does not have a trunk, is carried so as not to be readily accessible from the interior of the vehicle. The label must state the weight of the marihuana-infused product in ounces, name of the manufacturer, date of manufacture, name of the qualifying patient, and, if applicable, name of the person from whom the marihuana-infused product was received and date of receipt.

(5) For purposes of determining compliance with quantity limitations under section 4, there is a rebuttable presumption that the weight of a marihuana-infused product listed on its package label or on a marihuana transportation manifest is accurate.

(6) A qualifying patient or primary caregiver who violates this section is responsible for a civil fine of not more than \$250.00.

History: Add. 2016, Act 283, Eff. Dec. 20, 2016.

Compiler's note: Enacting section 2 of Act 283 of 2016 provides:

"Enacting section 2. This amendatory act clarifies ambiguities in the law in accordance with the original intent of the people, as expressed in section 2(b) of the Michigan medical marihuana act, 2008 IL 1, MCL 333.26422:

"(b) Data from the Federal Bureau of Investigation Uniform Crime Reports and the Compendium of Federal Justice Statistics show that approximately 99 out of every 100 marihuana arrests in the United States are made under state law, rather than under federal law. Consequently, changing state law will have the practical effect of protecting from arrest the vast majority of seriously ill people who have a medical need to use marihuana." [Emphasis added.]

This amendatory act is curative and applies retroactively as to the following: clarifying the quantities and forms of marihuana for which a person is protected from arrest, precluding an interpretation of "weight" as aggregate weight, and excluding an added inactive substrate component of a preparation in determining the amount of marihuana, medical marihuana, or usable marihuana that constitutes an offense. Retroactive application of this amendatory act does not create a cause of action against a law enforcement officer or any other state or local governmental officer, employee, department, or agency that enforced this act under a good-faith interpretation of its provisions at the time of enforcement."

For the transfer of powers and duties of the department of licensing and regulatory affairs, including its bureau of marijuana regulation, to the marijuana regulatory agency, and abolishment of the bureau of marijuana regulation, see E.R.O. No. 2019-2, compiled at MCL 333.27001.



**MICHIGAN MEDICAL MARIHUANA ACT (EXCERPT)**  
**Initiated Law 1 of 2008**

**333.26425 Rules.**

**5. Department to Promulgate Rules.**

Sec. 5. (a) Not later than 120 days after the effective date of this act, the department shall promulgate rules pursuant to the administrative procedures act of 1969, 1969 PA 306, MCL 24.201 to 24.328, that govern the manner in which the department shall consider the addition of medical conditions or treatments to the list of debilitating medical conditions set forth in section 3(a) of this act. In promulgating rules, the department shall allow for petition by the public to include additional medical conditions and treatments. In considering such petitions, the department shall include public notice of, and an opportunity to comment in a public hearing upon, such petitions. The department shall, after hearing, approve or deny such petitions within 180 days of the submission of the petition. The approval or denial of such a petition shall be considered a final department action, subject to judicial review pursuant to the administrative procedures act of 1969, 1969 PA 306, MCL 24.201 to 24.328. Jurisdiction and venue for judicial review are vested in the circuit court for the county of Ingham.

(b) Not later than 120 days after the effective date of this act, the department shall promulgate rules pursuant to the administrative procedures act of 1969, 1969 PA 306, MCL 24.201 to 24.328, that govern the manner in which it shall consider applications for and renewals of registry identification cards for qualifying patients and primary caregivers. The department's rules shall establish application and renewal fees that generate revenues sufficient to offset all expenses of implementing and administering this act. The department may establish a sliding scale of application and renewal fees based upon a qualifying patient's family income. The department may accept gifts, grants, and other donations from private sources in order to reduce the application and renewal fees.

*History:* 2008, Initiated Law 1, Eff. Dec. 4, 2008.

*Compiler's note:* MCL 333.26430 of Initiated Law 1 of 2008 provides:

**10. Severability.**

Sec. 10. Any section of this act being held invalid as to any person or circumstances shall not affect the application of any other section of this act that can be given full effect without the invalid section or application.

For the transfer of powers and duties of the department of licensing and regulatory affairs, including its bureau of marijuana regulation, to the marijuana regulatory agency, and abolishment of the bureau of marijuana regulation, see E.R.O. No. 2019-2, compiled at MCL 333.27001.

**MICHIGAN MEDICAL MARIHUANA ACT (EXCERPT)**

**Initiated Law 1 of 2008**

**333.26426 Administration and enforcement of rules by marijuana regulatory agency; transfer of funds.**

**6. Administering the Marijuana Regulatory Agency's Rules.**

Sec. 6. (a) The marijuana regulatory agency shall issue registry identification cards to qualifying patients who submit all of the following, in accordance with the marijuana regulatory agency's rules:

(1) A written certification.

(2) Application or renewal fee.

(3) Name, address, and date of birth of the qualifying patient, except that if the applicant is homeless, no address is required.

(4) Name, address, and telephone number of the qualifying patient's physician.

(5) Name, address, and date of birth of the qualifying patient's primary caregiver, if any.

(6) Proof of Michigan residency. For the purposes of this subdivision, a person is considered to have proved legal residency in this state if any of the following apply:

(i) The person provides a copy of a valid, lawfully obtained Michigan driver license issued under the Michigan vehicle code, 1949 PA 300, MCL 257.1 to 257.923, or an official state personal identification card issued under 1972 PA 222, MCL 28.291 to 28.300.

(ii) The person provides a copy of a valid Michigan voter registration.

(7) If the qualifying patient designates a primary caregiver, a designation as to whether the qualifying patient or primary caregiver will be allowed under state law to possess marihuana plants for the qualifying patient's medical use.

(b) The marijuana regulatory agency shall not issue a registry identification card to a qualifying patient who is under the age of 18 unless all of the following conditions are met:

(1) The qualifying patient's physician has explained the potential risks and benefits of the medical use of marihuana to the qualifying patient and to his or her parent or legal guardian.

(2) The qualifying patient's parent or legal guardian submits a written certification from 2 physicians.

(3) The qualifying patient's parent or legal guardian consents in writing to do all of the following:

(A) Allow the qualifying patient's medical use of marihuana.

(B) Serve as the qualifying patient's primary caregiver.

(C) Control the acquisition of the marihuana, the dosage, and the frequency of the medical use of marihuana by the qualifying patient.

(c) The marijuana regulatory agency shall verify the information contained in an application or renewal submitted pursuant to this section, and shall approve or deny an application or renewal within 15 business days after receiving it. The marijuana regulatory agency may deny an application or renewal only if the applicant did not provide the information required pursuant to this section, or if the marijuana regulatory agency determines that the information provided was falsified. Rejection of an application or renewal is considered a final marijuana regulatory agency action, subject to judicial review. Jurisdiction and venue for judicial review are vested in the circuit court for the county of Ingham.

(d) The marijuana regulatory agency shall issue a registry identification card to the primary caregiver, if any, who is named in a qualifying patient's approved application. However, each qualifying patient can have not more than 1 primary caregiver, and a primary caregiver may assist not more than 5 qualifying patients with their medical use of marihuana.

(e) The marijuana regulatory agency shall issue registry identification cards within 5 business days after approving an application or renewal. A registry identification card expires 2 years after the date it is issued. Registry identification cards must contain all of the following:

(1) Name, address, and date of birth of the qualifying patient.

(2) Name, address, and date of birth of the primary caregiver, if any, of the qualifying patient.

(3) The date of issuance and expiration date of the registry identification card.

(4) A random identification number.

(5) A photograph, if the marijuana regulatory agency requires one by rule.

(6) A clear designation showing whether the primary caregiver or the qualifying patient will be allowed under state law to possess the marihuana plants for the qualifying patient's medical use, which shall be determined based solely on the qualifying patient's preference.

(f) If a registered qualifying patient's certifying physician notifies the marijuana regulatory agency in writing that the patient has ceased to suffer from a debilitating medical condition, the card becomes null and void upon notification by the marijuana regulatory agency to the patient.

(g) Possession of, or application for, a registry identification card shall not constitute probable cause or reasonable suspicion, nor shall it be used to support the search of the person or property of the person possessing or applying for the registry identification card, or otherwise subject the person or property of the person to inspection by any local, county, or state governmental agency.

(h) The following confidentiality rules apply:

(1) Subject to subdivisions (3) and (4), applications and supporting information submitted by qualifying patients, including information regarding their primary caregivers and physicians, are confidential.

(2) The marijuana regulatory agency shall maintain a confidential list of the persons to whom the marijuana regulatory agency has issued registry identification cards. Except as provided in subdivisions (3) and (4), individual names and other identifying information on the list are confidential and are exempt from disclosure under the freedom of information act, 1976 PA 442, MCL 15.231 to 15.246.

(3) The marijuana regulatory agency shall verify to law enforcement personnel and to the necessary database created in the marihuana tracking act as established by the medical marihuana facilities licensing act whether a registry identification card is valid, without disclosing more information than is reasonably necessary to verify the authenticity of the registry identification card.

(4) A person, including an employee, contractor, or official of the marijuana regulatory agency or another state agency or local unit of government, who discloses confidential information in violation of this act is guilty of a misdemeanor punishable by imprisonment for not more than 6 months or a fine of not more than \$1,000.00, or both. Notwithstanding this provision, marijuana regulatory agency employees may notify law enforcement about falsified or fraudulent information submitted to the marijuana regulatory agency.

(i) The marijuana regulatory agency shall submit to the legislature an annual report that does not disclose any identifying information about qualifying patients, primary caregivers, or physicians, but does contain, at a minimum, all of the following information:

(1) The number of applications filed for registry identification cards.

(2) The number of qualifying patients and primary caregivers approved in each county.

(3) The nature of the debilitating medical conditions of the qualifying patients.

(4) The number of registry identification cards revoked.

(5) The number of physicians providing written certifications for qualifying patients.

(j) The marijuana regulatory agency may enter into a contract with a private contractor to assist the marijuana regulatory agency in performing its duties under this section. The contract may provide for assistance in processing and issuing registry identification cards, but the marijuana regulatory agency shall retain the authority to make the final determination as to issuing the registry identification card. Any contract must include a provision requiring the contractor to preserve the confidentiality of information in conformity with subsection (h).

(k) Not later than 6 months after April 1, 2013, the marijuana regulatory agency shall appoint a panel to review petitions to approve medical conditions or treatments for addition to the list of debilitating medical conditions under the rules. The panel shall meet at least twice each year and shall review and make a recommendation to the marijuana regulatory agency concerning any petitions that have been submitted that are completed and include any documentation required by rule. All of the following apply to the panel:

(1) A majority of the panel members must be licensed physicians, and the panel shall provide recommendations to the marijuana regulatory agency regarding whether the petitions should be approved or denied.

(2) All meetings of the panel are subject to the open meetings act, 1976 PA 267, MCL 15.261 to 15.275.

(l) The marihuana registry fund is created within the state treasury. All fees collected under this act shall be deposited into the fund. The state treasurer may receive money or other assets from any source for deposit into the fund. The state treasurer shall direct the investment of the fund. The state treasurer shall credit to the fund interest and earnings from fund investments. Money in the fund at the close of the fiscal year must remain in the fund and must not lapse to the general fund. The marijuana regulatory agency shall be the administrator of the fund for auditing purposes. The marijuana regulatory agency shall expend money from the fund, upon appropriation, for the operation and oversight of the Michigan medical marihuana program. For the fiscal year ending September 30, 2016, \$8,500,000.00 is appropriated from the marihuana registry fund to the department for its initial costs of implementing the medical marihuana facilities licensing act and the marihuana tracking act. For the fiscal year ending September 30, 2021, \$24,000,000.00 of the money in the marihuana registry fund is transferred to and must be deposited into the Michigan set aside fund created under section 1i of 1965 PA 213, MCL 780.621i.

(m) As used in this section, "marijuana regulatory agency" means the marijuana regulatory agency created under Executive Reorganization Order No. 2019-2, MCL 333.27001.

History: 2008, Initiated Law 1, Eff. Dec. 4, 2008;—Am. 2012, Act 514, Eff. Apr. 1, 2013;—Am. 2016, Act 283, Eff. Dec. 20, 2016;—Am. 2020, Act 400, Imd. Eff. Jan. 4, 2021.

Compiler's note: MCL 333.26430 of Initiated Law 1 of 2008 provides:  
10. Severability.

Sec. 10. Any section of this act being held invalid as to any person or circumstances shall not affect the application of any other section of this act that can be given full effect without the invalid section or application.

Enacting section 2 of Act 283 of 2016 provides:

"Enacting section 2. This amendatory act clarifies ambiguities in the law in accordance with the original intent of the people, as expressed in section 2(b) of the Michigan medical marihuana act, 2008 IL 1, MCL 333.26422:

"(b) Data from the Federal Bureau of Investigation Uniform Crime Reports and the Compendium of Federal Justice Statistics show that approximately 99 out of every 100 marihuana arrests in the United States are made under state law, rather than under federal law. Consequently, changing state law will have the practical effect of protecting from arrest the vast majority of seriously ill people who have a medical need to use marihuana." [Emphasis added.]

This amendatory act is curative and applies retroactively as to the following: clarifying the quantities and forms of marihuana for which a person is protected from arrest, precluding an interpretation of "weight" as aggregate weight, and excluding an added inactive substrate component of a preparation in determining the amount of marihuana, medical marihuana, or usable marihuana that constitutes an offense. Retroactive application of this amendatory act does not create a cause of action against a law enforcement officer or any other state or local governmental officer, employee, department, or agency that enforced this act under a good-faith interpretation of its provisions at the time of enforcement."

For the transfer of powers and duties of the department of licensing and regulatory affairs, including its bureau of marijuana regulation, to the marijuana regulatory agency, and abolishment of the bureau of marijuana regulation, see E.R.O. No. 2019-2, compiled at MCL 333.27001.

**MICHIGAN MEDICAL MARIHUANA ACT (EXCERPT)**  
**Initiated Law 1 of 2008**

**333.26427 Scope of act; limitations.**

**7. Scope of Act.**

Sec. 7. (a) The medical use of marihuana is allowed under state law to the extent that it is carried out in accordance with the provisions of this act.

(b) This act does not permit any person to do any of the following:

(1) Undertake any task under the influence of marihuana, when doing so would constitute negligence or professional malpractice.

(2) Possess marihuana, or otherwise engage in the medical use of marihuana at any of the following locations:

(A) In a school bus.

(B) On the grounds of any preschool or primary or secondary school.

(C) In any correctional facility.

(3) Smoke marihuana at any of the following locations:

(A) On any form of public transportation.

(B) In any public place.

(4) Operate, navigate, or be in actual physical control of any motor vehicle, aircraft, snowmobile, off-road recreational vehicle, or motorboat while under the influence of marihuana.

(5) Use marihuana if that person does not have a serious or debilitating medical condition.

(6) Separate plant resin from a marihuana plant by butane extraction in any public place or motor vehicle, or inside or within the curtilage of any residential structure.

(7) Separate plant resin from a marihuana plant by butane extraction in a manner that demonstrates a failure to exercise reasonable care or reckless disregard for the safety of others.

(c) Nothing in this act shall be construed to require any of the following:

(1) A government medical assistance program or commercial or non-profit health insurer to reimburse a person for costs associated with the medical use of marihuana.

(2) An employer to accommodate the ingestion of marihuana in any workplace or any employee working while under the influence of marihuana.

(3) A private property owner to lease residential property to any person who smokes or cultivates marihuana on the premises, if the prohibition against smoking or cultivating marihuana is in the written lease.

(d) Fraudulent representation to a law enforcement official of any fact or circumstance relating to the medical use of marihuana to avoid arrest or prosecution is punishable by a fine of \$500.00, which is in addition to any other penalties that may apply for making a false statement or for the use of marihuana other than use undertaken pursuant to this act.

(e) All other acts and parts of acts inconsistent with this act do not apply to the medical use of marihuana as provided for by this act.

**History:** 2008, Initiated Law 1, Eff. Dec. 4, 2008;—Am. 2016, Act 283, Eff. Dec. 20, 2016;—Am. 2016, Act 546, Eff. Apr. 10, 2017.

**Compiler's note:** MCL 333.26430 of Initiated Law 1 of 2008 provides:

10. Severability.

Sec. 10. Any section of this act being held invalid as to any person or circumstances shall not affect the application of any other section of this act that can be given full effect without the invalid section or application.

Enacting section 2 of Act 283 of 2016 provides:

"Enacting section 2. This amendatory act clarifies ambiguities in the law in accordance with the original intent of the people, as expressed in section 2(b) of the Michigan medical marihuana act, 2008 IL 1, MCL 333.26422:

"(b) Data from the Federal Bureau of Investigation Uniform Crime Reports and the Compendium of Federal Justice Statistics show that approximately 99 out of every 100 marihuana arrests in the United States are made under state law, rather than under federal law. Consequently, changing state law will have the practical effect of protecting from arrest the vast majority of seriously ill people who have a medical need to use marihuana." [Emphasis added.]

This amendatory act is curative and applies retroactively as to the following: clarifying the quantities and forms of marihuana for which a person is protected from arrest, precluding an interpretation of "weight" as aggregate weight, and excluding an added inactive substrate component of a preparation in determining the amount of marihuana, medical marihuana, or usable marihuana that constitutes an offense. Retroactive application of this amendatory act does not create a cause of action against a law enforcement officer or any other state or local governmental officer, employee, department, or agency that enforced this act under a good-faith interpretation of its provisions at the time of enforcement."

For the transfer of powers and duties of the department of licensing and regulatory affairs, including its bureau of marijuana regulation, to the marijuana regulatory agency, and abolishment of the bureau of marijuana regulation, see E.R.O. No. 2019-2, compiled at MCL 333.27001.

**MICHIGAN MEDICAL MARIHUANA ACT (EXCERPT)**  
**Initiated Law 1 of 2008**

**333.26428 Defenses.**

**8. Affirmative Defense and Dismissal for Medical Marihuana.**

Sec. 8. (a) Except as provided in section 7(b), a patient and a patient's primary caregiver, if any, may assert the medical purpose for using marihuana as a defense to any prosecution involving marihuana, and this defense shall be presumed valid where the evidence shows that:

(1) A physician has stated that, in the physician's professional opinion, after having completed a full assessment of the patient's medical history and current medical condition made in the course of a bona fide physician-patient relationship, the patient is likely to receive therapeutic or palliative benefit from the medical use of marihuana to treat or alleviate the patient's serious or debilitating medical condition or symptoms of the patient's serious or debilitating medical condition;

(2) The patient and the patient's primary caregiver, if any, were collectively in possession of a quantity of marihuana that was not more than was reasonably necessary to ensure the uninterrupted availability of marihuana for the purpose of treating or alleviating the patient's serious or debilitating medical condition or symptoms of the patient's serious or debilitating medical condition; and

(3) The patient and the patient's primary caregiver, if any, were engaged in the acquisition, possession, cultivation, manufacture, use, delivery, transfer, or transportation of marihuana or paraphernalia relating to the use of marihuana to treat or alleviate the patient's serious or debilitating medical condition or symptoms of the patient's serious or debilitating medical condition.

(b) A person may assert the medical purpose for using marihuana in a motion to dismiss, and the charges shall be dismissed following an evidentiary hearing where the person shows the elements listed in subsection (a).

(c) If a patient or a patient's primary caregiver demonstrates the patient's medical purpose for using marihuana pursuant to this section, the patient and the patient's primary caregiver shall not be subject to the following for the patient's medical use of marihuana:

- (1) disciplinary action by a business or occupational or professional licensing board or bureau; or
- (2) forfeiture of any interest in or right to property.

**History:** 2008, Initiated Law 1, Eff. Dec. 4, 2008;—Am. 2012, Act 512, Eff. Apr. 1, 2013.

**Compiler's note:** MCL 333.26430 of Initiated Law 1 of 2008 provides:

**10. Severability.**

Sec. 10. Any section of this act being held invalid as to any person or circumstances shall not affect the application of any other section of this act that can be given full effect without the invalid section or application.

For the transfer of powers and duties of the department of licensing and regulatory affairs, including its bureau of marijuana regulation, to the marijuana regulatory agency, and abolishment of the bureau of marijuana regulation, see E.R.O. No. 2019-2, compiled at MCL 333.27001.

**MICHIGAN MEDICAL MARIHUANA ACT (EXCERPT)**  
**Initiated Law 1 of 2008**

**333.26429 Failure of department to adopt rules or issue valid registry identification card.**

**9. Enforcement of this Act.**

Sec. 9. (a) If the department fails to adopt rules to implement this act within 120 days of the effective date of this act, a qualifying patient may commence an action in the circuit court for the county of Ingham to compel the department to perform the actions mandated pursuant to the provisions of this act.

(b) If the department fails to issue a valid registry identification card in response to a valid application or renewal submitted pursuant to this act within 20 days of its submission, the registry identification card shall be deemed granted, and a copy of the registry identification application or renewal shall be deemed a valid registry identification card.

(c) If at any time after the 140 days following the effective date of this act the department is not accepting applications, including if it has not created rules allowing qualifying patients to submit applications, a notarized statement by a qualifying patient containing the information required in an application, pursuant to section 6(a)(3)-(6) together with a written certification, shall be deemed a valid registry identification card.

**History:** 2008, Initiated Law 1, Eff. Dec. 4, 2008.

**Compiler's note:** MCL 333.26430 of Initiated Law 1 of 2008 provides:

**10. Severability.**

Sec. 10. Any section of this act being held invalid as to any person or circumstances shall not affect the application of any other section of this act that can be given full effect without the invalid section or application.

For the transfer of powers and duties of the department of licensing and regulatory affairs, including its bureau of marijuana regulation, to the marijuana regulatory agency, and abolishment of the bureau of marijuana regulation, see E.R.O. No. 2019-2, compiled at MCL 333.27001.

**MICHIGAN MEDICAL MARIHUANA ACT (EXCERPT)**  
**Initiated Law 1 of 2008**

**333.26430 Severability.**

**10. Severability.**

Sec. 10. Any section of this act being held invalid as to any person or circumstances shall not affect the application of any other section of this act that can be given full effect without the invalid section or application.

**History:** 2008, Initiated Law 1, Eff. Dec. 4, 2008.

**Compiler's note:** For the transfer of powers and duties of the department of licensing and regulatory affairs, including its bureau of marijuana regulation, to the marijuana regulatory agency, and abolishment of the bureau of marijuana regulation, see E.R.O. No. 2019-2, compiled at MCL 333.27001.



# EXHIBIT B

## **Chapter 104 - Medical Marihuana Grow Operation License Ordinance**

### **1. Purpose and Intent.**

- It is the intent of this Ordinance to give effect to the intent of the Michigan Medical Marihuana Act (Initiated Law 1 of 2008, MCL 333.26421, *et seq.*), as approved by the electors of the State of Michigan.
- It is further the intent of this Ordinance to protect the public health, safety, and general welfare of persons and property, and to license certain locations as specified in this Ordinance.
- It is further the intent of this Ordinance to protect the health, safety, and welfare of law enforcement officers and other persons in the community, and also to address and minimize reasonably anticipated effects upon children, other members of the public, and upon significant areas of the community, that would be reasonably likely to occur in the absence of the provisions of this Ordinance.
- This Ordinance is designed to recognize the fundamental intent of the Michigan Medical Marihuana Act to allow the creation and maintenance of a private and confidential patient-caregiver relationship to facilitate the statutory authorization for the limited cultivation of marihuana for medical use, and to regulate in a manner that does not conflict with the Michigan Medical Marihuana Act, but addresses issues that would otherwise expose the community and its residents to significant adverse conditions and secondary effects including but not limited to the following:
  - adverse and long-term influence on children;
  - substantial serious criminal activity;
  - danger to law enforcement and other members of the public;
  - discouragement and impairment of effective law enforcement with regard to unlawful activity involving the cultivation, distribution, and use of marijuana;
  - the creation of a purportedly lawful commercial enterprise involving the cultivation, distribution and use of marihuana that is not reasonably susceptible of being distinguished from serious criminal enterprise; and,
  - the uninspected installation of unlawful plumbing, mechanical, and electrical facilities that create dangerous health, safety, and fire conditions.
- With the State's recent allowance of medical marihuana facilities pursuant to the Medical Marihuana Facilities Licensing Act (MMFLA), MCL 333.27101 *et seq.*, it is expected that neighboring communities will have medical marihuana facilities, providing greater access to medical marihuana and marihuana products for registered patients.
- Additionally, the MMFLA requires safety and purity testing for marihuana and marihuana products before sale or distribution, and this same testing is not required for caregiver grow operations. Based on this, there are health, safety and welfare concerns that further justify a limit to the number of caregiver operations in the City.
- Furthermore, the MMFLA requires registered caregivers to choose between continuing a caregiver grow operation or being involved in a medical marihuana facility grow operation under the MMFLA. As a result, it is expected that there will be a reduction in caregiver grow operations in the City.

## **Chapter 104- Medical Marihuana Grow Operation License Ordinance**

- This Ordinance does not permit or allow licensed Medical Marihuana Facilities, as defined by the MMFLA, in the City.
- Nothing in this Ordinance shall be construed as allowing persons to engage in conduct that endangers others or causes a public nuisance, or to allow use, cultivation, growth, possession or control of marihuana contrary to the provisions of the Act and this Ordinance.
- Furthermore, nothing in this Ordinance shall be construed to undermine or provide immunity from Federal Law as it may be enforced by the Federal or State Government relative to the cultivation, distribution, or use of marijuana.
- The authorization of activity and/or approval of a license under this Ordinance shall not have the effect of superseding or nullifying Federal Law applicable to the cultivation, distribution, and use of marijuana.

### **2. Definitions:**

For purposes of this Chapter, the following terms shall have the following meanings:

Act: The Michigan Medical Marihuana Act, MCL 333.26421 *et seq.*

Caregiver or Primary Caregiver: A caregiver or primary caregiver as defined in the Act, with a current and valid registration.

Chief Law Enforcement Officer: The Chief of Police of the City of Troy or his or her designee.

Grow Operation: Any location where the cultivation of marihuana by a patient or caregiver, as defined in the Act, takes place in the City of Troy.

Licensee: The individual listed as an applicant on the application for a Medical Marihuana Grow Operation license, or a person in whose name a license to operate a Medical Marihuana Grow Operation has been issued, as set forth in the Act.

Licensing Officer: The Clerk of the City of Troy or his or her designee.

Patient: A patient as defined in the Act, with a current and valid registration.

Plant: Any living organism that produces its own food through photosynthesis and has observable root formation or is in growth material.

Principal Residence: The place where a person resides for more than one half of the calendar year

### **3. License Required: Application Fee: Investigation Fee: License Fee:**

- A. The cultivation of marihuana by a caregiver or a patient shall be permitted as allowed under the Act, provided that no grow operation shall be allowed within

## **Chapter 104 - Medical Marihuana Grow Operation License Ordinance**

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the City of Troy at a location unless such location has been licensed under this Ordinance.

- B. Based on past history and articulated health, safety and welfare concerns, and the increased availability of marihuana for patients through the MMFLA, the City intends to issue a maximum of 36 Medical Marihuana Grow Operation Licenses each calendar year. All existing caregiver operations that as of January 1, 2018 were issued a City certificate of occupancy as part of the building permit process, with modifications specific to the growth, cultivation or storage of medical marihuana will be considered a "current facility," and any current facility is eligible to apply for a Medical Marihuana Grow Operation License, even if the issuance of such a license temporarily results in more than 36 Medical Marihuana Grow Operation Licenses in the City for the calendar year. However, in order to remain eligible, any current facility must apply for a license within 30 days of the effective date of this Ordinance, and satisfy the criteria to be eligible for a license. Additionally, any revocation, suspension, business interruption or rescission renders an applicant ineligible for a Medical Marihuana Grow Operation License.
- C. Applicants for a Medical Marihuana Grow Operation License shall pay an application fee as set by Chapter 60 of the Ordinances of the City of Troy. Applicants requesting a renewal of an annual license shall submit a complete renewal application at least 30 days prior to the expiration of the current license, and shall also submit the fees as set forth in Chapter 60 of the Ordinances of the City of Troy.
- D. In the event an application or a renewal application for a Medical Marihuana Grow Operation license is withdrawn or denied, the application fee shall be forfeited. Fees are not transferrable.
- E. All existing caregiver operations that as of January 1, 2018 were issued a City certificate of occupancy as part of the building permit process, with modifications specific to the growth, cultivation or storage of medical marihuana, do not have a vested right or nonconforming use right, and are required to comply with this Ordinance.
- F. No Medical Marihuana Grow Operation License is required if a maximum of one patient per residential unit grows, cultivates or stores marihuana for their own personal consumption at the patient's principal residence, as long as the growth, cultivation or storage is in compliance with the Act, and there is no prohibition in any lease or rental agreement or other binding legal document.
- G. If a Medical Marihuana Grow Operation is in a home, all requirements for a Home Occupation, as set forth in Chapter 39, Section 7.10 of the City of Troy Ordinances must be met.

### **4. License Application:**

- A. Every applicant for an initial or an annual renewal of a Medical Marihuana Grow Operation License shall file an application with the City Clerk's Office on the form provided by the City of Troy and pay the nonrefundable application fee(s) set forth in Chapter 60. The information obtained as a result of the license application process shall be used only for administrative purposes, and the information shall not be disclosed pursuant to any Freedom of Information Act.

## **Chapter 104 - Medical Marihuana Grow Operation License Ordinance**

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request under MCL 15.231. The applicant shall provide all of the following information, the truthfulness of which shall be sworn to under oath:

1. The name of the caregiver or patient(s), the total number of patients assisted by a caregiver applicant, and a copy of the current and valid State of Michigan Registry Identification Card(s), issued pursuant to the Act.
  2. The marihuana grow operation history of the applicant; including but not limited to disclosure of any revocation or suspension of any business license in the State of Michigan or any other State in the United States, the reason for such revocation or suspension, and the type or nature of the business license, and applicant's business activity or occupation subsequent to such suspension or revocation.
  3. The address of the premises for the proposed growth, cultivation or storage of marihuana, and evidence of property ownership.
  4. If the premises is not owned by the applicant, the landlord/owner of the premises must sign the application or provide a written statement acknowledging that she or he is aware of and consents to the proposed growth, cultivation or storage of marihuana plants on the premises.
  5. The name and address of the place where all unused portions of the marihuana plants cultivated in connection with the medical use of marihuana will be disposed, and the manner of disposition.
  6. A description of how the applicant satisfies the requirement that the marihuana for each patient is kept in a fully enclosed locked facility including the location in the building, including but not limiting to precise measurements of the floor dimensions and the height (in feet), and the security devices employed.
  7. Detailed specifications of all lights, equipment, building, electrical, mechanical and plumbing permit requirements and modifications and operations for the proposed cultivation or storage of marijuana, including but not limited to the proposed methods for odor and light control.
  8. A phone number or other means for the City to contact the applicant or his or her designee on a seven day, twenty four hour basis in the event that there is an urgent situation that requires immediate response or action.
- B. Applicants for a license under this Ordinance shall have a continuing duty to promptly supplement the above referenced application information required by this section to the City Clerk when there is any change. The failure to comply with this continuing duty within fifteen (15) days from the date of any such change shall be grounds for the suspension, revocation or denial of a Medical Marihuana Grow Operation License.

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### **5. Investigation:**

On receipt of a properly completed application and the payment of the application fee, the City Clerk shall simultaneously submit the relevant documentation to the Chief of Police, or his or her designee, the Fire Chief, or his or her designee, the Zoning Administrator, or his or her designee, the City Treasurer or his or her designee, and the Building Official or his or her designee.

The Chief of Police or his or her designee is responsible for investigating the background of each individual applicant, and shall provide the background report to the City Clerk or his or her designee within 21 business days.

The Zoning Administrator or his or her designee shall review the documentation to determine if the proposed location of the Grow Operation complies with the locational requirements of this Ordinance and the Zoning Ordinance, and shall provide the zoning report to the City Clerk or his or her designee within 21 business days.

The Fire Chief or his or her designee shall issue a report determining whether or not the proposed Grow Operation complies with the applicable fire codes, and this report shall be submitted to the City Clerk or his or her designee within 21 business days.

The City Treasurer or his or her designee is responsible for checking to verify that the applicant and the property does not have any overdue payment of City taxes, fines, fees, or penalties owing to the City.

The Building Official or his or her designee shall issue a report determining whether or not the proposed Grow Operation complies with applicable building codes. The Building Official shall issue his or her report within 21 business days.

### **6. Approval/Denial of License:**

A. The application of any applicant shall be approved or denied by the City Clerk 30 business days of the date the complete application is officially filed with the City Clerk. The City Clerk shall deny a license for one or more of the following:

1. The applicant is under the age of twenty-one (21) years of age;
2. The applicant has made a false statement upon the application or has given false information in connection with an application;
3. The applicant has had a business license revoked or suspended anywhere within the State of Michigan or any other state in the United States within one (1) year prior to the application;
4. The applicant has operated a medical marihuana grow operation which was determined to be a public nuisance in the State of Michigan or any state.

## **Chapter 104 - Medical Marihuana Grow Operation License Ordinance**

county, city or any other governmental subdivision in the United States within one (1) year prior to the application;

5. The applicant is overdue in the payment of City taxes, fees, fines or penalties assessed against him or her.
  6. The applicant has been convicted of any felony or drug related misdemeanor conviction.
- B. In the event the City Clerk denies a license, he/she shall notify the applicant of the denial in writing by first class mail to the address on the application and shall specify the reason(s) for the denial. In the event of a denial, the applicant shall have the right to appeal to the City Manager as set forth in this ordinance. Any written appeal request must be submitted to the City Manager within fourteen (14) days of the date on the denial notice sent by the City Clerk. The City Manager shall promptly review all appeal materials.
1. The City Manager may request information from representatives of the Police Department, the City Clerk, the Zoning Administrator, the Building Official, the Fire Chief, City Treasurer, Code Enforcement, the applicant or other interested parties, or any other individual who may have information relevant to the denial of the license. The City Manager may accept written documentation or hear statements and consider other evidence offered which is relevant to the denial by the City Clerk.
    - a. If after this review, the City Manager determines that the applicant remains ineligible for a license under this ordinance, he/she shall notify the applicant in writing at the address on the application within fourteen days after receipt of the appeal or any requested materials, whichever is later, and shall state the reason(s) for the decision.
    - b. If after this review, the City Manager determines that that a Medical Marihuana Grow Operation license should be issued to the applicant, the City Manager shall notify the City Clerk of this decision, and the City Clerk shall process the application within fourteen days of notification.
    - c. The City Manager's decision is the City's final decision. Failure of an applicant to timely meet the filing deadlines as set out in this Ordinance constitutes a waiver of any right the applicant may otherwise have to contest the denial of the application.

### **7. Number of Plants/Secure Facility:**

A caregiver who obtains a license for a Medical Marihuana Grow Operation under this Ordinance shall not cultivate more than twelve plants at any one time per registered patient, and in no event grow more than 72 plants at any one time. The caregiver shall cultivate each individual registered patient's plants in a separate locked facility that is

## **Chapter 104 - Medical Marihuana Grow Operation License Ordinance**

enclosed on all sides with a floor, walls, and a ceiling or roof, and accessible only to the registered caregiver and registered patient.

### **8. Location of Grow Operations:**

- A. Medical Marihuana Grow Operations requiring a license under this ordinance may only be permitted in locations that are zoned IB, Integrated Industrial and Business District under the City of Troy Zoning Ordinance.
- B. No Medical Marihuana Grow Operation shall be located within 1000 feet of a public or private elementary school, vocational, or secondary school or a public or private college, junior college or university or a library or a public outdoor playground, as defined in 21 USCA Section 860 (e)(1). Measurements for purposes of this section shall be made from property boundary to property boundary.

### **9. Additional Requirements for Medical Marihuana Grow Operations.**

- A. All necessary building, electrical, plumbing and other permits shall be obtained for all improvements used to facilitate the cultivation of marihuana plants.
  - B. Signage identifying the location of a Medical Marihuana Grow Operation is prohibited.
  - C. The consumption of medical marihuana or alcoholic beverages on the licensed premises is prohibited.
  - D. A license issued under this Ordinance is only for the location identified in the application for the license and cannot be transferred to another location.
  - E. A license issued under this Ordinance is only for the applicant identified in the application for the license, and cannot be transferred to another person.
  - F. Licensees must maintain air cleaning systems or scrubbers or exhaust ventilation systems to mitigate any odor associated with the Medical Marihuana Grow Operation, and contain any noxious gases or fumes or odors on the property.
- The licensee must comply with all City of Troy ordinances and state statutes.

### **10. Inspection of Premises:**

- A. The Chief of Police, Fire Chief, police officers, Fire Department personnel, code enforcement officers, or other authorized inspectors from the City of Troy shall have the right from time to time to inspect each Medical Marihuana Grow Operation for the purposes of determining that the operation is in full compliance



## **Chapter 104 - Medical Marihuana Grow Operation License Ordinance**

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with the provisions of this Ordinance, all other City of Troy ordinances, and State Law.

- B. It shall be deemed a violation of this ordinance for any Licensee to refuse or fail to allow such inspection or to hinder such officer or inspector in any manner.
- C. In an emergency, if there is not an imminent threat to persons or property, the authorized City official will use the emergency contact information provided on the application to notify the applicant that immediate access is needed. If the applicant or his or her designee does not respond, or is not able to provide the authorized City officials with access to the property within fifteen minutes, then the authorized City official may take whatever reasonable means are necessary to access the property, and the City will not be responsible for any resulting damage to the applicant's property.

### **11. Suspension or Revocation of License: Notice and Hearing:**

- A. When any of the provisions of this Ordinance are violated by the licensee, the City Manager or his or her designee may immediately suspend the Medical Marihuana Grow Operation License. If a license is suspended, then the licensee may appeal this determination to the Troy City Council by filing a written request with the Troy City Clerk within ten business days. Upon receipt of a written request, the Troy City Clerk shall schedule a due process hearing at the earliest regular meeting of the Troy City Council, and shall provide notice of the date and time of the hearing to the licensee.
- B. The notice of hearing shall indicate that the City of Troy has initiated suspension and/or revocation proceedings, and shall state the reason for the suspension or requested revocation. The notice shall state the location of the hearing and the date and time that the licensee may appear before City Council to give testimony and show cause why the Medical Marihuana Grow Operation License should not be suspended or revoked.
- C. At the due process hearing, City staff and/or other concerned individuals will have the opportunity to present evidence and testimony supporting the suspension or requested revocation. The licensee shall be allowed to present evidence and testimony at the hearing as to why the license should not be suspended or revoked. After the hearing, the City Council may revoke the Medical Marihuana Grow Operation license, suspend the license, or reinstate the license. If City Council suspends the Medical Marihuana Grow Operation License, then Council shall clearly specify the length of the suspension, as well as any conditions that must be satisfied or corrective action that must be taken prior to restoration of the license.
- D. If the licensee fails to satisfy Council's articulated conditions for restoration of a suspended Medical Marihuana Grow Operation License within the time allocated to the licensee, then Council can revoke the license. The licensee may seek relief of the City Council decision through the Oakland County Circuit Court, but must file any action within 21 days of the final decision.

## **Chapter 104 - Medical Marihuana Grow Operation License Ordinance**

- E. Suspension or revocation of a license is not an exclusive remedy and nothing contained in this Ordinance is intended to limit the City's ability to prosecute the violations of this or any other City of Troy ordinance or State Law that may have been the cause of the suspension and/or revocation.

### **12. Penalty for Violation.**

A person who violates any provision of this Ordinance, or the terms, conditions or provisions of a license, is responsible for a misdemeanor, punishable by up to 90 days in jail and/or fines up to \$500. Nothing in this section shall be construed to limit the remedies available to the City in the event of a violation by any person of this Ordinance or a condition of a license. Each violation, and each day upon which a violation exists or continues, shall constitute a separate offense.

### **13. 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 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.

### **14. Severability Clause.**

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

(Adopted: 04-23-2018; Enacted: 05-03-2018)

# EXHIBIT C



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

Planning Department  
248 524-3364

## FINAL NOTICE

04/05/2021

GFA DEVELOPMENT INC  
3301 MIRAGE  
TROY, MI 48083

Subject: 979 BADDER

Dear GFA DEVELOPMENT INC:

On 4/5/2021, I observed the subject site and noted the presence of an unlicensed Medical Marihuana Grow Operation. This violates Chapter 104 Section 3a of the Medical Marihuana Grow Operation License Ordinance.

At this time, there are no licenses currently available for new growers. The business must vacate the premises and an inspection must be performed to confirm vacancy by 7/7/2021.

**I will view the property on or after that date. If not corrected, the City will be obligated to take legal action to achieve compliance.**

Please contact me if you wish to discuss this matter or have any questions. My normal business hours are 8:00 am to 4:30 pm Monday through Friday. Thank you for your attention to this matter.

Sincerely,

Dax Clarke  
Housing & Zoning Inspector  
248 524-3365  
Dax.Clarke@troymi.gov

# EXHIBIT D

505 Mich. 130  
949 N.W.2d 91

Christie DERUITER,  
Plaintiff/Counterdefendant-Appellee,  
v.  
TOWNSHIP OF BYRON,  
Defendant/Counterplaintiff-Appellant.

No. 158311

Supreme Court of Michigan.

Argued on application for leave to appeal  
October 3, 2019  
Decided April 27, 2020

Dodge & Dodge, PC (by David A. Dodge ), Grand Rapids, for Christie DeRuiter.

McGraw Morris, PC (by Craig R. Noland and Amanda M. Zdarsky ), Troy, and Mika Meyers PLC (by Ross A. Leisman and Ronald M. Redick ), Grand Rapids, for Byron Township.

Bauckham, Sparks, Thall, Seeber & Kaufman, PC (by Robert E. Thall, Kalamazoo, and Catherine P. Kaufman, Portage), Amici Curiae for the Michigan Townships Association.

Rosati Schultz Joppich & Amtsbuechler PC (by Thomas R. Schultz ), Farmington Hills, Amicus Curiae for the Michigan Municipal League and the Government Law Section of the State Bar of Michigan.

Pollicella & Associates, PLLC (by Denise Pollicella, Farmington Hills, Jaqueline Langwith, and Kyle A. Debruycker) Amici Curiae for Cannabis Attorneys of Michigan.

BEFORE THE ENTIRE BENCH

Bernstein, J.

[505 Mich. 134]

In this case, we address whether defendant-counterplaintiff Byron Township's zoning ordinance, which regulates the location of

registered medical marijuana caregiver activities and requires that a "primary caregiver"<sup>1</sup> obtain a permit before cultivating medical marijuana, is preempted by the Michigan Medical Marijuana Act (the MMMA), MCL 333.264<sup>21</sup> et seq.<sup>2</sup> Specifically, Byron Township's ordinance requires that medical marijuana caregivers cultivate marijuana as a "home occupation" at a full-time residence. Byron Township Zoning Ordinance, § 3.2.H.1. Plaintiff-counterdefendant, Christie DeRuiter, a registered qualifying patient<sup>3</sup> and primary

[949 N.W.2d 94]

caregiver under the MMMA,<sup>4</sup> cultivated medical marijuana on rented commercially zoned property. DeRuiter's landlord was directed by the Byron Township

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supervisor to cease and desist the cultivation of medical marijuana or face legal action. After Byron Township attempted to enforce its zoning ordinance, DeRuiter sought a declaratory judgment regarding the ordinance's legality. Byron Township countersued and also sought a declaratory judgment regarding the ordinance's legality, arguing that the ordinance did not conflict with the MMMA. The trial court held that § 3.2 of Byron Township's zoning ordinance directly conflicted with, and was therefore preempted by, the MMMA. The trial court granted DeRuiter's motion for summary disposition and denied Byron Township's motion for summary disposition. The Court of Appeals affirmed the trial court in a published opinion. *DeRuiter v. Byron Twp.*, 325 Mich. App. 275, 287, 926 N.W.2d 268 (2018).

Because we conclude that the Byron Township Zoning Ordinance does not directly conflict with the MMMA, we reverse the Court of Appeals' judgment and remand this case to the trial court for proceedings consistent with this opinion.

#### I. FACTS

Christie DeRuiter, a licensed qualifying patient and registered primary caregiver under the MMMA, began growing marijuana on rented commercially zoned property because she did not want to grow marijuana at her residence. DeRuiter grew the marijuana in an "enclosed, locked facility." See MCL 333.26423(d).

After learning of DeRuiter's cultivation of medical marijuana on commercially zoned property, the Byron Township supervisor determined that DeRuiter's growing operation constituted a zoning violation under the Byron Township Zoning Ordinance. The zoning ordinance

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contains a locational restriction<sup>5</sup> that allows for the cultivation of medical marijuana by primary caregivers, but only as "a home occupation." Byron Township Zoning Ordinance, § 3.2.H.1.<sup>6</sup> "Home occupation" is defined by Byron Township as follows:

An occupation or profession that is customarily incidental and secondary to the use of a dwelling. It is customarily conducted within a dwelling, carried out by its occupants utilizing equipment customarily found in a home and, except for a sign allowed by this Ordinance, is generally not distinguishable from the outside. [Byron Township Zoning Ordinance, § 2.5.]

Under this home-occupation requirement, the ordinance mandates that the "medical use" of marijuana by a primary caregiver be "conducted entirely within a dwelling"<sup>7</sup>

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or attached garage, except that a registered primary caregiver may keep and cultivate [medical marijuana], in an enclosed, locked facility...." Byron Township Zoning Ordinance, § 3.2.H.2.d (quotation marks omitted). The

ordinance also requires that "[t]he medical use of marijuana shall comply at all times with the MMMA and the MMMA General Rules, as amended." Byron Township Zoning Ordinance, § 3.2.H.2.a.

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Furthermore, Byron Township requires that primary caregivers obtain a permit to grow medical marijuana. Byron Township Zoning Ordinance, § 3.2.H.3. If a primary caregiver who holds a permit departs from the requirements of either the ordinance or the MMMA, their permit can be revoked. Byron Township Zoning Ordinance, § 3.2.H.3.c. Byron Township's zoning ordinance clarifies that a permit is not required for a qualifying patient's cultivation of marijuana for personal use and that a permit is not required for a qualifying patient's possession or use of marijuana in their dwelling. Byron Township Zoning Ordinance, § 3.2.H.5 and § 3.2.H.6. DeRuiter did not obtain a permit from Byron Township before cultivating medical marijuana as a primary caregiver.

In March 2016, Byron Township sent DeRuiter's landlord a letter, directing the landlord to cease and desist DeRuiter's cultivation of medical marijuana and to remove all marijuana and related equipment or be subject to enforcement action. The letter asserted that violations of the zoning ordinance were a nuisance per se.

In May 2016, DeRuiter filed a complaint, seeking a declaratory judgment that Byron Township's zoning ordinance was preempted by the MMMA and that it was, therefore, unenforceable. She took issue with the ordinance's permit requirement and locational restriction. She also sought injunctive relief to prevent Byron Township from enforcing the ordinance. Byron Township filed a counterclaim, seeking a declaratory judgment and abatement of the alleged nuisance.

The trial court granted DeRuiter's motion for summary disposition, denied Byron Township's motion for summary disposition, and dismissed

Byron Township's counterclaim. The trial court held that the zoning

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provisions in question directly conflicted with the MMMA and that, as a result, those provisions were preempted and unenforceable. Specifically, the trial court held that Byron Township's zoning ordinance impermissibly subjected primary caregivers to penalties for the medical use of marijuana and for assisting qualifying patients with the medical use of marijuana regardless of a caregiver's compliance with the MMMA. According to the trial court, these penalties clearly conflicted with the MMMA, which prohibits penalizing qualifying patients and primary caregivers who are in compliance with the MMMA. See MCL 333.26424(a) and (b). The trial court also determined that Byron Township could not prohibit what the MMMA explicitly authorized—the medical use of marijuana under MCL 333.26427(a). According to the trial court, Byron Township ran afoul of these principles by requiring that a primary caregiver obtain a permit to cultivate marijuana, placing locational restrictions on that cultivation, and subjecting caregivers to fines and penalties for noncompliance.

Byron Township appealed. The Court of Appeals affirmed the trial court in a published opinion, holding that "the trial court did not err by ruling that a direct conflict exist[s] between defendant's ordinance and the MMMA resulting in the MMMA's preemption of plaintiff's home-occupation ordinance." *DeRuiter*, 325 Mich. App. at 287, 926 N.W.2d 268. Byron Township filed an application for leave to appeal in this

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Court. We ordered oral argument on the application, directing the parties to address "whether the defendant's zoning ordinance pertaining to the location of registered medical marijuana caregivers is preempted by the [MMMA]." *DeRuiter v. Byron Twp.*, 503 Mich. 942, 921 N.W.2d 537 (2019).

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## II. STANDARDS OF REVIEW

"Whether a state statute preempts a local ordinance is a question of statutory interpretation and, therefore, a question of law that we review de novo." *Ter Beek v. City of Wyoming*, 297 Mich. App. 446, 452, 823 N.W.2d 864 (2012) (*Ter Beek I*), *aff'd* 495 Mich. 1, 846 N.W.2d 531 (2014). "We also review de novo the decision to grant or deny summary disposition and review for clear error factual findings in support of that decision." *Ter Beek v. City of Wyoming*, 495 Mich. 1, 8, 846 N.W.2d 531 (2014) (*Ter Beek II*) (citations omitted).

The MMMA was enacted by voter referendum in 2008. "Statutes enacted by the Legislature are interpreted in accordance with legislative intent; similarly, statutes enacted by initiative petition are interpreted in accordance with the intent of the electors." *People v. Mazur*, 497 Mich. 302, 308, 872 N.W. 2d 201 (2015). "We begin with an examination of the statute's plain language, which provides 'the most reliable evidence' of the electors' intent." *Id.*, citing *Sun Valley Foods Co. v. Ward*, 460 Mich. 230, 236, 596 N.W.2d 119 (1999). "If the statutory language is unambiguous, ... [n]o further judicial construction is required or permitted because we must conclude that the electors intended the meaning clearly expressed." *People v. Bylsma*, 493 Mich. 17, 26, 825 N.W.2d 543 (2012) (quotation marks and citations omitted; alteration in original).

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## III. ANALYSIS

Generally, local governments may control and regulate matters of local concern when such power is conferred by the state. *City of Taylor v. Detroit Edison Co.*, 475 Mich. 109, 117-118, 715 N.W.2d 28 (2006). State law, however, may preempt a local regulation either expressly or by implication. *Mich. Gun Owners, Inc. v. Ann Arbor Pub. Sch.*, 502 Mich. 695, 702, 918 N.W.2d 756 (2018), citing *Detroit v. Ambassador Bridge*



Co. , 481 Mich. 29, 35, 748 N.W.2d 221 (2008). Implied preemption can occur when the state has occupied the entire field of regulation in a certain area (field preemption) or when a local regulation directly conflicts with state law (conflict preemption). *Mich. Gun Owners, Inc.* , 502 Mich. at 702, 918 N.W.2d 756. In the context of conflict preemption, a direct conflict exists when "the ordinance permits what the statute prohibits or the ordinance prohibits what the statute permits." *People v. Llewellyn* , 401 Mich. 314, 322 n. 4, 257 N.W.2d 902 (1977).

We only address whether the MMMA is in direct conflict with the township's zoning ordinance. We do not address field preemption because the trial court did not base its preemption ruling on that doctrine. See *DeRuiter* , 325 Mich. App. at 287, 926 N.W.2d 268 (declining to address field preemption because "the trial court never based its ruling on field preemption of zoning"). Likewise, we do not consider express preemption because *DeRuiter* has

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not argued that the MMMA expressly preempts the zoning ordinance at issue.

Conflict preemption applies if "the ordinance is in direct conflict with the state statutory scheme[.]" *Llewellyn* , 401 Mich. at 322, 257 N.W.2d 902. An examination of whether the MMMA directly conflicts with the zoning ordinance

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must necessarily begin with an examination of both the relevant provisions of the MMMA and of the ordinance.

The MMMA affords certain protections under state law for the medical use of marijuana. MCL 333.26424. The MMMA defines the phrase "medical use of marihuana" as "the acquisition, possession, cultivation, manufacture, extraction, use, internal possession, delivery, transfer, or transportation of marihuana, marihuana-infused products, or paraphernalia relating to the

administration of marihuana to treat or alleviate a registered qualifying patient's debilitating medical condition or symptoms associated with the debilitating medical condition." MCL 333.26423(h). The MMMA states, in pertinent part, that a qualifying patient "is not subject to arrest, prosecution, or penalty in any manner, or denied any right or privilege, including, but not limited to, civil penalty or disciplinary action ... for the medical use of marihuana in accordance with this act[.]" MCL 333.26424(a). The MMMA also provides the same immunity to a primary caregiver in "assisting a qualifying patient ... with the medical use of marihuana in accordance with this act." MCL 333.26424(b). As a condition of immunity under either subsection, the MMMA requires a primary caregiver or qualifying patient who cultivates marijuana to keep their plants in an "enclosed, locked facility." MCL 333.26424(a) ; MCL 333.26424(b)(2).<sup>2</sup>

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Both lower courts held that the zoning ordinance here directly conflicts with the MMMA because the ordinance allows Byron Township to sanction a registered primary caregiver's "medical use of marijuana" when that use occurs in a commercially zoned location. In affirming the trial court's holding, the Court of Appeals relied on our decision in *Ter Beek II* . Like the case before us, *Ter Beek II* involved a challenge to a local zoning ordinance on the basis that the ordinance was preempted by the MMMA. In that case, we were tasked with deciding whether the city of Wyoming's zoning ordinance conflicted with, and was thus preempted by, the immunity provisions of the MMMA, MCL 333.26424(a) and (b). *Ter Beek II* , 495 Mich. at 19, 846 N.W.2d 531.

We said yes. The zoning ordinance in *Ter Beek II* prohibited land uses that were contrary to federal law and subjected such land uses to civil sanctions. Because the manufacture and possession of marijuana is prohibited under federal law, the Wyoming ordinance at issue in *Ter Beek II* had the effect of banning outright the medical use of marijuana in the city. As a result,

there was no way that patients and caregivers could engage in the medical use of marijuana under the MMMA without subjecting themselves to a civil penalty.

The Byron Township ordinance is different than the ordinance we considered in *Ter Beek II*. It allows for the medical use of marijuana by a registered primary caregiver but places limitations on where the

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caregiver may cultivate marijuana within the township (i.e., in the caregiver's "dwelling or attached garage" as part of a regulated "home occupation"). See Byron Township Zoning Ordinance, § 3.2.H.1 and § 3.2.H.2.d. But despite the differences, DeRuiter argues that the Byron Township ordinance is in direct conflict with the

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MMMA because the act protects a registered caregiver from "penalty in any manner" for "assisting a qualifying patient ... with the medical use of marihuana" so long as the caregiver abides by the MMMA's volume limitations and restricts the cultivation to an "enclosed, locked facility." See MCL 333.26424(b). The Court of Appeals agreed.

Admittedly, our preemption analysis in *Ter Beek II* considered the MMMA's prohibition on the imposition of a "penalty in any manner." *Ter Beek II*, 495 Mich. at 24, 846 N.W.2d 531. But while we sided with the plaintiff in *Ter Beek II*, we cautioned that "Ter Beek does not argue, and we do not hold, that the MMMA forecloses all local regulation of marijuana[.]" *Id.* at 24 n. 9, 846 N.W.2d 531.

Were we to accept DeRuiter's argument, the only allowable restriction on where medical marijuana could be cultivated would be an "enclosed, locked facility" as that term is defined by the MMMA. MCL 333.26423(d). Because the MMMA does not otherwise limit cultivation, the argument goes, any other limitation or restriction on cultivation

imposed by a local unit of government would be in conflict with the state law.<sup>20</sup> We disagree. The "enclosed, locked facility" requirement in the MMMA concerns what type of structure marijuana plants must be kept and grown in for a patient or caregiver to be entitled to the protections offered by MCL 333.26424(a) and (b); the requirement does not speak to *where* marijuana may be grown. In other words, because an enclosed, locked facility could be found in various locations on various types of

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property, regardless of zoning, this requirement is not in conflict with a local regulation that limits *where* medical marijuana must be cultivated.

This result is not at odds with *Ter Beek II*, which involved an ordinance that resulted in a complete prohibition of the medical use of marijuana, despite the MMMA's authorization of such use, see MCL 333.26427(a). A local ordinance is preempted when it bans an activity that is authorized and regulated by state law. For example, in *Nat'l Amusement Co. v. Johnson*, 270 Mich. 613, 614, 259 N.W. 342 (1935), we considered a city ordinance that banned a person from "tak[ing] part in any amusement or exhibition which shall result in a contest to test the endurance of the participants." We concluded that the ordinance was preempted by a state statute that regulated "endurance contests" and made it unlawful to participate in such contests "except in accordance with the provisions of this act." *Id.* at 615, 259 N.W. 342 (quotation marks omitted). We explained:

Where an amusement, which has been lawful and unregulated, is not evil *per se* but may be conducted in a good or bad manner, is the subject of legislation, regulatory, not prohibitory, it would seem clear that the legislature intended to permit continuance of the amusement, subject to statutory conditions. The statute makes it unlawful to conduct a walkathon only in violation of

certain conditions. This is merely a common

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legislative manner of saying that it is lawful to conduct it if the regulations are observed. [ *Id.* at 616-617, 259 N.W. 342.]

We presumed that "the city may add to the conditions" in the statute but found it impermissible that "the ordinance attempt[ed] to prohibit what the statute permit[ted]." *Id.* at 617, 259 N.W. 342. As with the ordinance in *Nat'l Amusement*, Wyoming's ordinance in *Ter Beek II* had the effect of wholly prohibiting an activity (the medical

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use of marijuana) that the MMMA allows. But that does not mean that local law cannot "add to the conditions" in the MMMA. *Id.* DeRuiter's argument would result in an interpretation of the MMMA that forecloses all local regulation of marijuana—the exact outcome we cautioned against in *Ter Beek II*. See *Ter Beek II*, 495 Mich. at 24 n. 9, 846 N.W.2d 531. DeRuiter nevertheless emphasizes our statement that "the [Wyoming] Ordinance directly conflicts with the MMMA by permitting what the MMMA expressly prohibits—the imposition of a 'penalty in any manner' on a registered qualifying patient whose medical use of marijuana falls within the scope of § 4(a)'s immunity." *Id.* at 20, 846 N.W.2d 531. We appreciate the apparent contradiction and take this opportunity to clarify. Our analysis in *Ter Beek II*—in particular, our focus on whether the MMMA permitted the city to impose a sanction for violating the Wyoming ordinance—suggested that the MMMA's immunity language was the source of the conflict. That was true in *Ter Beek II* because the ordinance left no room whatsoever for the medical use of marijuana.

In *Ter Beek II*, the conflict giving rise to that preemption can be viewed as whether the city of Wyoming had completely prohibited the medical

use of marijuana that the electors intended to permit when they approved the MMMA.<sup>11</sup> That view meshes with our caselaw, as indicated in our discussion of *Nat'l Amusement*. More recently, we declined to find a conflict between state and local law when a locality enacted regulations that are not "unreasonable and inconsistent

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with regulations established by state law," so long as the state regulatory scheme did not occupy the field. *Detroit v. Qualls*, 434 Mich. 340, 363, 454 N.W.2d 374 (1990) (holding that a city ordinance regulating the quantity of fireworks a retailer may store was not in conflict with a state law that limited possession to a "reasonable amount"). Similarly, in *Miller v. Fabius Twp. Bd.*, 366 Mich. 250, 255-257, 114 N.W.2d 205 (1962), we held that a local ordinance that prohibited powerboat racing and water skiing between the hours of 4:00 p.m. and 10:00 a.m. was not preempted by a state law that prohibited the activity "during the period 1 hour after sunset to 1 hour prior to sunrise." In both cases, we quoted favorably the following proposition:

The mere fact that the State, in the exercise of the police power, has made certain regulations does not prohibit a municipality from exacting additional requirements. So long as there is no conflict between the two, and the requirements of the municipal bylaw are not in themselves pernicious, as being unreasonable or discriminatory, both will stand. The fact that an ordinance enlarges upon the provisions of a statute by requiring more than the statute requires

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creates no conflict therewith, unless the statute limits the requirement for all cases to its own prescription. Thus, where both an ordinance and

a statute are prohibitory and the only difference between them is that the ordinance goes further in its prohibition, but not counter to the prohibition under the statute, and the municipality does not attempt to authorize by the ordinance what the legislature has forbidden or forbid what the legislature has expressly licensed, authorized, or required, there is nothing contradictory between the provisions of the statute and the ordinance because of which they cannot coexist and be effective. Unless legislative provisions are contradictory in the sense that they cannot coexist, they are not deemed inconsistent because of mere lack of uniformity in detail. [ *Miller* , 366 Mich. at 256-257, 114 N.W.2d 205, quoting 37 Am. Jur., Municipal Corporations, § 165, p. 790.

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See also *Qualls* , 434 Mich. at 362, 454 N.W.2d 374, quoting 56 Am. Jur. 2d, Municipal Corporations, § 374, pp. 408-409.]

Under this rule, an ordinance is not conflict preempted as long as its additional requirements do not contradict the requirements set forth in the statute.<sup>12</sup>

Plaintiff has not argued that the state's authority to regulate the medical use of marijuana is exclusive. The geographical restriction imposed by Byron Township's zoning ordinance adds to and complements the limitations imposed by the MMMA; we therefore do not believe there is a contradiction between the state law and the local ordinance. As in *Qualls* and *Miller* , the local ordinance goes further in its regulation but not in a way that is counter to the MMMA's conditional allowance on the medical use of marijuana. We therefore hold that the MMMA does not nullify a municipality's inherent authority to regulate land

use under the Michigan Zoning Enabling Act (MZEA), MCL 125.3101 *et seq.* ,<sup>13</sup> so long as the municipality does not

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prohibit or penalize all medical marijuana cultivation, like the city of Wyoming's zoning ordinance did in *Ter Beek II* , and so long as the municipality does not impose regulations that are "unreasonable and inconsistent with regulations established by state law." *Qualls* , 434 Mich. at 363, 454 N.W.2d 374. In this case, Byron Township appropriately used its authority under the MZEA to craft a zoning ordinance that does not directly conflict with the MMMA's provision requiring that marijuana be cultivated in an enclosed, locked

[949 N.W.2d 101]

facility.<sup>14</sup>

DeRuiter also argues that Byron Township's permit requirement directly conflicts with the MMMA because it impermissibly infringes her medical use of marijuana. Again, we disagree. As with the zoning ordinance's locational restriction, the permit requirement does not effectively prohibit the medical use of marijuana.<sup>15</sup> The MZEA allows Byron Township to require

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zoning permits and permit fees for the use of buildings and structures within its jurisdiction.<sup>16</sup> Accordingly, Byron Township may require primary caregivers to obtain a permit and pay a fee before they use a building or structure within the township for the cultivation of medical marijuana. We express no opinion on whether the requirements for obtaining a permit from the township are so unreasonable as to create a conflict with the MMMA because that argument has not been presented to us.

To the extent DeRuiter argues that the immunity provisions of the MMMA contribute to a blanket prohibition on local governments regulating the

"medical use" of marijuana with respect to time, place, and manner of such use, *that* argument sounds in field preemption. DeRuiter made this claim in the trial court. But because the trial court and the Court of Appeals held that the ordinance was conflict preempted, neither court reached the issue.<sup>17</sup> Accordingly, we decline to address it at this time.

#### IV. CONCLUSION

We hold that Byron's Township's home-occupation zoning ordinance does not directly conflict with the MMMA. Accordingly, we reverse the Court of Appeals' holding to the contrary and remand to the trial court

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for further proceedings consistent with this opinion. We do not retain jurisdiction.

McCormack, C.J., and Markman, Zahra, Viviano, Clement, and Cavanagh, JJ., concurred with Bernstein, J.

#### Notes:

<sup>1</sup> For purposes of the Michigan Medical Marihuana Act, MCL 333.26421 *et seq.*, a "primary caregiver" means "a person who is at least 21 years old and who has agreed to assist with a patient's medical use of marihuana ...." MCL 333.26423(k). Primary caregivers with a registry identification card possess immunity from criminal prosecution under Michigan law for cultivating marijuana for their qualifying patients. MCL 333.26424(b).

<sup>2</sup> This opinion addresses zoning in the context of medical marijuana use and the MMMA. It does not address any zoning issues that may arise from the voter-initiated legalization of recreational marijuana. See 2018 IL 1, effective December 6, 2018.

<sup>3</sup> "Qualifying patient" means "a person who has been diagnosed by a physician as having a

debilitating medical condition." MCL 333.26423(l).

<sup>4</sup> Although DeRuiter is both a registered qualifying patient and a primary caregiver, her challenge to Byron Township's zoning ordinance concerns only her rights as a primary caregiver.

<sup>5</sup> We use "locational restriction" in this opinion to denote a zoning restriction that regulates where an activity may occur within a municipality.

<sup>6</sup> The township amended § 3.2 of the Byron Township Zoning Ordinance on July 11, 2016. The postamendment version of the zoning ordinance is at issue in this case.

<sup>7</sup> The term "dwelling unit" is defined as "[a] building or portion of a building, designed for use and occupancy by one family for living and sleeping purposes and with housekeeping facilities. A recreational vehicle, vehicle chassis, tent or other transient residential use is not considered a dwelling." Byron Township Zoning Ordinance, § 2.3. Byron Township's zoning ordinance does not permit dwellings by right in commercially zoned districts. See Byron Township Zoning Ordinance, §§ 6.1 and 6.2.

<sup>8</sup> The Legislature subsequently amended the MMMA. See 2012 PA 512, effective April 1, 2013; 2012 PA 514, effective April 1, 2013; 2016 PA 283, effective December 20, 2016. Because these amendments do not concern preemption or local zoning restrictions, we are primarily concerned with the electorate's intent when determining whether a direct conflict exists between the MMMA and the Byron Township Zoning Ordinance.

<sup>9</sup> An "enclosed, locked facility" may be a "closet, room, or other comparable, stationary, and fully enclosed area ...." MCL 333.26423(d). The facility may be outdoors "if [marijuana plants] are not visible to the unaided eye from an adjacent property when viewed by an individual at ground level or from a permanent structure and are grown within a stationary structure that is enclosed on all sides, except for the base," or it may be in a vehicle under certain conditions. *Id.*

<sup>10</sup> DeRuiter argues that the MMMA permits her to cultivate medical marijuana in any enclosed, locked facility. She does not contend that it was impossible or impractical for her to cultivate marijuana in her home in accordance with Byron Township's zoning ordinance. Consequently, we do not address this latter possibility.

<sup>11</sup> While this Court has stated that "[t]he MMMA does not create a general right for individuals to use and possess marijuana in Michigan," *People v. Kolanek*, 491 Mich. 382, 394, 817 N.W.2d 528 (2012), the act plainly evinces an intent to permit that use, under certain circumstances, by persons who have a legitimate medical need. See MCL 333.26422 (findings and declarations).

<sup>12</sup> See *Nat'l Amusement Co.*, 270 Mich. at 616, 259 N.W. 342, quoting 43 C. J., p. 218 ("In order that there be a conflict between a State enactment and a municipal regulation both must contain either express or implied conditions which are inconsistent and irreconcilable with each other. Mere differences in detail do not render them conflicting. If either is silent where the other speaks, there can be no conflict between them. Where no conflict exists, both laws stand.... As a general rule, additional regulation to that of a State law does not constitute a conflict therewith.") (quotation marks omitted).

<sup>13</sup> The MZEA provides that "[a] local unit of government may provide by zoning ordinance for the regulation of land development and ... regulate the use of land and structures ...." MCL 125.3201(1). Moreover, even if the "enclosed, locked facility" requirement did concern where marijuana must be grown, this would not necessarily preclude a local governmental unit from imposing additional locational restrictions. *Rental Prop. Owners Ass'n of Kent Co. v. Grand Rapids*, 455 Mich. 246, 262, 566 N.W.2d 514 (1997) ("The mere fact that the state, in the exercise of the police power, has made certain regulations does not prohibit a municipality from exacting additional requirements.") (quotation marks and citations omitted).

<sup>14</sup> We do not decide whether Byron Township's ordinance conflicts with other aspects of the

MMMA. Nor do we decide if the ordinance, which also precludes cultivating medical marijuana outside or in a structure detached from a residence, see *Byron Township Zoning Ordinance*, § 3.2.G.1 and § 3.2.H.2.d, has the practical consequence of prohibiting DeRuiter from cultivating the number of marijuana plants she is expressly permitted by the MMMA, see MCL 333.26426(d) ; MCL 333.26424(a) ; MCL 333.26424(b)(2).

<sup>15</sup> Byron Township's zoning ordinance provides that "[t]he operations of a registered primary caregiver, as a home occupation, shall be permitted only with the prior issuance of a Township permit." *Byron Township Zoning Ordinance*, § 3.2.H.3. Additionally, "[a] complete and accurate application shall be submitted ... and an application fee in an amount determined by resolution of the Township Board shall be paid." *Byron Township Zoning Ordinance*, § 3.2.H.3.a. To obtain a permit from the township, a caregiver must demonstrate that their grow operation is located in a full-time residence and provide state identification, their MMMA registry identification card, information about the equipment used to cultivate marijuana, and a description of the location being used to grow medical marijuana. *Byron Township Zoning Ordinance*, § 3.2.H.3.b. "A permit shall be granted if the application demonstrates compliance with [the] Ordinance, the MMMA and the MMMA General Rules." *Id.*

<sup>16</sup> The MZEA authorizes municipalities to "charge reasonable fees for zoning permits as a condition of granting authority to use ... buildings ... and structures ... within a zoning district established under this act." MCL 125.3406(1).

<sup>17</sup> At oral argument before this Court, DeRuiter conceded that her appeal does not concern field preemption.

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# EXHIBIT E



500 West Big Beaver  
Troy, MI 48064  
troymi.gov

K-02a

## CITY COUNCIL AGENDA ITEM

Date: April 3, 2018

To: Honorable Mayor and City Council Members

From: Mark F. Miller, Acting City Manager  
Lori Grigg Bluhm, City Attorney

Subject: Proposed Medical Marihuana Care Giver Grow Operation License Ordinance

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The City of Troy is home to several medical marihuana care giver grow operations, which are allowed under the Michigan Medical Marihuana Act (MMMA). Since the time the MMMA was enacted in 2008, several cases have been litigated, providing further clarity as to the statutory provisions. These cases clarify the ability for municipalities to enact additional regulations, as long as the provisions do not conflict with State law. Also, in connection with Michigan Medical Marihuana Facilities Licensing Act (MMFLA), which is the state statute empowering municipalities to opt in to allow commercial medical marihuana facilities in their communities, local law enforcement is now granted access to the mandatory statewide system for the registry of patients and caregivers. This new authority is expressly provided for in the Marihuana Tracking Act, which was tie barred to the MMFLA. The Marihuana Tracking Act also expressly exempts patient and caregiver information from disclosure under the Freedom of Information Act, but allows for the collection of information for enforcement of the MMMA and MMFLA. As a result of these developments, City Administration proposes the attached Medical Marihuana Care Giver Grow Operation License Ordinance.

This proposed Ordinance pertains only to medical marihuana care giver grow operations, and does not permit commercial facilities or otherwise interfere with City Council's affirmative action in expressly opting out of the MMFLA. It provides some health, safety, and welfare protections for care giver facilities that allow a maximum of 72 plants to be grown for registered medical marihuana patients. Prior to issuing a moratorium, the City granted approximately 78 occupancy permits that allowed for medical marihuana care giver grow operations in the City. The City did not previously have a licensing ordinance, and instead issued occupancy permits only if the proposed location demonstrated compliance with the MMMA, including but not limited to having a separate locked enclosed facility for the cultivation of marihuana plants for each of the caregiver's connected patients.

This proposed Ordinance requires each proposed Medical Marihuana Care Giver Grow Operation to obtain licensure with the City. The license process requires a background check, and a verification of the registration status of the caregiver and the connected patients. The proposed Ordinance allows for an appeal if a license is suspended or revoked, or if a license is denied. It also allows for authorized City officials to do periodic inspections to insure compliance with the MMMA.

Since caregivers must decide between being involved with a commercial MMFLA grow facility (outside of the City), or continuing to serve as a registered caregiver in the City, it is anticipated that there will be some attrition. With this expectation, this proposed Ordinance allows current caregivers to apply for licensure, but otherwise limits the number of facilities to 1 per 370 persons. Absent contrary direction from City Council, it will be submitted as an action agenda item for April 23, 2018.



# EXHIBIT F

**5. Number of Qualifying Patients and Primary Caregivers Approved in Each County**

As of May 31, 2024					
County	Patients	Caregivers	County	Patients	Caregivers
Alcona	633	77	Lake	258	51
Alger	640	104	Lapeer	3,607	488
Allegan	5,482	736	Leelanau	768	70
Alpena	724	82	Lenawee	3,249	456
Antrim	1,298	193	Livingston	3,770	432
Arenac	1,222	151	Luce	83	16
Baraga	129	17	Mackinac	192	32
Barry	2,310	289	Macomb	29,523	4,358
Bay	5,369	384	Manistee	405	67
Benzie	1,101	133	Marquette	266	91
Berrien	3,970	639	Mason	435	57
Branch	1,846	307	Mecosta	209	39
Calhoun	2,746	388	Menominee	389	94
Cass	1,634	300	Midland	2,285	242
Charlevoix	348	46	Missaukee	203	31
Cheboygan	676	88	Monroe	4,343	493
Chippewa	547	80	Montcalm	1,747	317
Clare	1,566	262	Montmorency	108	37
Clinton	3,217	381	Muskegon	2,966	380
Crawford	1,073	124	Newaygo	1,638	248
Delta	741	141	Oakland	37,184	4,150
Dickinson	534	121	Oceana	1,303	216
Eaton	3,290	455	Ogemaw	448	43
Emmet	141	33	Ontonagon	112	19
Genesee	9,776	1,373	Osceola	382	93
Gladwin	31	23	Oscoda	223	19
Gogebic	306	68	Otsego	85	29
Grand Traverse	1,197	137	Ottawa	3,246	351
Gratiot	242	50	Out of State	0	9
Hillsdale	1,143	226	Presque Isle	118	27
Houghton	241	41	Roscommon	531	62
Huron	498	39	Saginaw	3,776	407
Ingham	2,166	416	Saint Clair	4,147	548
Ionia	223	50	Saint Joseph	686	134
Iosco	210	25	Sanilac	849	125
Iron	165	35	Schoolcraft	35	17
Isabella	471	71	Shiawassee	2,650	330
Jackson	4,278	561	Tuscola	3,644	570
Kalamazoo	3,324	420	Van Buren	1,758	295
Kalkaska	317	47	Washtenaw	12,198	1,104
Kent	8,453	815	Wayne	46,911	4,083
Keweenaw	156	28	Wexford	1,250	214
			<b>Total</b>	<b>252,414</b>	<b>30,800</b>

# EXHIBIT G

PT-20-000132

Name: JACK B WOLFE

Address: 2323 PONTCHARTRAIN DR  
SOUTHFIELD, MI 48034

DOB: 07/10/1960

Issued: 08/05/2020

Expires: 08/05/2022

Authorized to  
Possess Firearms: YES



# EXHIBIT H

## **WEBERMAN LAW, P.C.**

**7071 Orchard Lake Road, #245 • West Bloomfield, MI 48322-3404  
(248) 737-4500 • Fax: (248) 737-1829 • danielweberman@yahoo.com**

December 23, 2019

Mr. Jack B. Wolfe  
Parker Place Holdings, LLC  
7071 Orchard Lake Road, Suite 250  
West Bloomfield, MI 48322

Mr. Michael W. Hosner  
28108 Malvina Drive  
Warren, MI 48088

Re: **FORBEARANCE LETTER AGREEMENT**  
*Parker Place Holdings v Michael Hosner*  
Oakland County Circuit Court Case No. 2019-171849-CB

Dear Messrs. Wolfe and Hosner:

It is my understanding that you have agreed to the following resolution of your disputes as evidenced by your signatures below:

### **RECITALS:**

A. Parker Place Holdings, LLC ("Creditor"), obtained a judgment ("Judgment"), a copy of which is attached as **Exhibit A**, against Michael W. Hosner ("Debtor") (Creditor and Debtor are referred to collectively as the "Parties" and, singularly, sometimes as the "Party") on March 13, 2019, in the amount of \$81,309.25;

B. The Judgment accrued statutory interest at the rate of 3.235% from the date of entry through today's date, December 16, 2019, calculated as \$2009.30 for a total debt owed by Debtor as of today's date on the Judgment in the amount of \$83,318.54 ("Total Judgment Debt") with a per diem of \$7.31 ("Judgment Per Diem");

C. On April 4, 2019, the undersigned sent a letter (the "Letter") addressed to Creditor to provide to Debtor which, upon information and belief, Creditor sent by email to Debtor's email that was received by Debtor at fishindad45@gmail.com, wherein the undersigned at the request of Creditor granted a 2-month forbearance of any collection activities pending Debtor making an effort to retire the Judgment (the "Forbearance Period"). The Letter is attached as **Exhibit B**;

D. The Judgment included monies loaned through November 30, 2018 by Creditor to Debtor in order for Debtor to operate a City of Troy licensed caregiver medical marijuana growing facility for his 5 patients and himself growing 72 plants (the "Business") under the Michigan Medical Marijuana Act of 2008 ("MMMA") at 979 Badder, Troy, Michigan 48083 ("Badder Facility");

E. As of December 1, 2018, Creditor directly leased the space from the landlord for the Badder Facility at \$2500/month NNN with \$150 late fee if the rent was not paid on or before the 10th of each month ("Badder Rent") with Debtor subleasing the space from Creditor on the same terms;

F. Creditor deferred the Badder Rent owed by Debtor for the use of the Badder Facility until Debtor was able to generate a profit from the operations of his Business and, as of today's date, Debtor owes Creditor for unpaid rent and other rent related charges the amount of \$34,000.00 ("Unpaid Rent"), which is in addition to the Total Judgment Debt.

G. Attached as Exhibit C is a schedule prepared by Creditor of all monies owed by Debtor to Creditor since June 1, 2018 through December 12, 2019, to operate his Business at the Badder Facility, including the Unpaid Rent, and which was to be paid back to Creditor upon Debtor generating any profit from the Business in the amount of \$126,000.00 ("Badder Total Debt");

H. Debtor has not generated any profit or revenue from his Business operations to pay back the Badder Total Debt;

I. Debtor is currently working on trimming and curing the fifth crop of 34 plants ("Crop # 5") since Creditor's involvement in Debtor's Business with the sixth crop of 36 plants ("Crop #6") in its 6th week of the flowering stage;

J. The debt owing by Debtor to Creditor as of December 12, 2019, is the Badder Total Debt + the Judgment Per Diem equals \$128,009.30 ("Total Hosner Debt"); and

K. Debtor acknowledges receipt from Creditor of the 30-day notice from Creditor to take possession of the Badder Facility (the "Notice") and the order to seize the Debtor's personal property at the Badder Facility (the "Order").

In consideration of the foregoing, and other good and valuable consideration the receipt of which is acknowledged by the Parties, and accepting as true and accurate the Recitals above incorporating them into this Forbearance Agreement (sometimes hereinafter referred to as this "Agreement") as if more fully stated therein, the Parties desire to extend the Forbearance Period upon the terms set forth below as follows:

### **FORBEARANCE AGREEMENT**

1. **Troy 2020 License Renewal:** Contemporaneously with the execution of this Agreement, but no later than December 31, 2019, Debtor shall submit to Creditor a fully completed and signed renewal application (the "2020 Application") for the year 2020 for the Badder Facility for a medical caregiver grow under the MMMA, which shall be submitted to Troy for approval with Creditor advancing the monies necessary to submit the 2020 Application in order to obtain licensure approval for calendar year 2020 ("Troy 2020 License Renewal") and upon the approval of the City of Troy of Debtor's Troy 2020 License Renewal, the sum of \$15,000.00 ("2020 Licensure Bonus") shall be deducted from the Total Hosner Debt.

2. **New Debt:** Creditor every month shall provide to Debtor within 10 days of the close

of the preceding month all new monies advanced or loaned to Debtor by Creditor which shall be added to the Total Hosner Debt less any payments made.

3. **Profit Sharing:** The Parties shall profit share ("Profit Share") 70/30 in favor of Creditor for Crop # 5 and Crop #6 (collectively, the "Crops") with Creditor and Debtor jointly taking the gross revenue generated from the Crops at the sole and absolute direction of Creditor and from the gross revenue generated, deduct, reimburse and/or pay as follows: (i) with regard to Crop #5 gross revenue, Creditor shall be reimbursed for the Badder Rent incurred for October-November, 2019; reimburse Creditor for the \$2400.00 advanced to Debtor; and pay any testing fees owed at Iron Lab in connection with Crop #5 and, thereafter, the balance of the net revenue or profit shall be split 70/30 with Debtor receiving 30%, provided, however that Debtor shall receive a bonus of \$2400.00 if gross revenue for Crop #5 is \$36,000.00 or higher; and (ii) with regard to Crop #6 gross revenue, Creditor shall be reimbursed for the Badder Rent incurred for December-January, 2019; and pay any testing fees owed at Iron Lab in connection with Crop #6 and, thereafter, the balance of the net revenue or profit shall be split 70/30 with Debtor receiving 30%, provided, however that Debtor shall receive a bonus of \$2500.00 if gross revenue for Crop #6 is \$40,000.00 or higher.

4. **Credit/Offset of Total Hosner Debt:** All monies received by Creditor from crop net revenue shall credit and/or offset the Total Hosner Debt, including future crops (see below) at the Badder Facility with Creditor providing to Debtor a monthly accounting of how much of the Total Hosner Debt plus Per Diem, as amended below, has been repaid from profits within 15 days of the close of the preceding month with all payments first applied to the principal of the Total Hosner Debt and, thereafter, toward accruing interest.

5. **Future Crops:** Any future crops generated at the Badder Facility shall be split 70/30 until the Total Hosner Debt is reduced by \$90,000.00, excluding the accrual of any Per Diem interest, as amended below and, thereafter, the Profit Share shall be amended to 50/50 until the Total Hosner Debt plus Per Diem, as amended below, are paid in full with the Profit Share amended a second time to 80/20 in favor of Debtor through December 31, 2021; provided, however, that any "new debt" incurred by Creditor and/or Debtor between the sale of one crop and another, verified by receipts, shall be reimbursed to the Party that incurred the debt before any split of profits.

6. **Troy 2021 License Renewal and 2021 Profit Share:** Notwithstanding anything herein to the contrary, Debtor shall timely submit to the City of Troy for its approval his renewal application (the "2021 Application") for the year 2021 for the Badder Facility for a medical caregiver grow under the MMMA, with Debtor required to pay all monies necessary to submit the 2021 Application in order to obtain licensure approval for calendar year 2021 ("Troy 2021 License Renewal") and, upon the approval of the City of Troy of Debtor's Troy 2021 License Renewal, the sum of \$10,000.00 ("2021 Licensure Bonus") shall be deducted from the Total Hosner Debt plus Per Diem, as amended below and, if the Total Hosner Debt plus Per Diem, as amended below, has been paid in full, the 2021 Licensure Bonus shall be deducted from the 2021 Profit Share of Creditor, who shall, at a minimum, be entitled to 20% of all profits generated from the Business in 2021 presuming the Total Hosner Debt plus Per Diem, as amended below, have been paid in full and, the failure of Debtor to pay Creditor no less than a 20% Profit Share during 2021 shall result in liquidated damages against Debtor of \$100,000.00.

7. **Lie Detector Test:** After submission of the 2020 Application to Troy but before the



end of the month in December 2019, Debtor shall either choose a lie detecting service or shall submit to the service selected by Creditor ("Lie Detector Test"), with Debtor answering the questions submitted by Creditor, which will pertain to any product and/or plant thefts which occurred at the Badder Facility from June, 2018, thru the date first written above, and the costs of such testing paid by Creditor, with any Lie Detector Test result indicating that Debtor was involved in any thefts at the Badder Facility, shall result in this Agreement being null, void and no further force and/or effect; provided, however, that Debtor will immediately peacefully vacate the Badder Facility allowing Creditor the right to continue operating at the Badder Facility under Debtor's Troy 2020 License Renewal without interference and that Debtor will also renew the license for the Badder Facility for the 2021 calendar year in return for Creditor not pursuing criminal and civil remedies against Debtor for his Lie Detector Test failure.

8. **Debtor Termination:** Notwithstanding anything herein to the contrary, after Crop #7, Creditor in its sole and absolute discretion shall have the right to terminate its relationship with Debtor but retain the Business and Debtor will peacefully vacate the Badder Facility allowing Creditor the right to continue operating at the Badder Facility under Debtor's Troy 2020 License Renewal without interference and that Debtor will renew the license for the Badder Facility for 2021; provided, however, that Creditor will give to Debtor a monthly accounting of how much of the Total Hosner Debt plus Per Diem charges, as amended below, has been repaid from profits since the termination.

9. **Forbearance.** Providing that all of the foregoing is complied with and abided by Debtor, Creditor shall forbear from evicting Debtor from the Badder Facility by the Notice, seizing the personal property of Debtor at the Badder Facility pursuant to the Order, pursuing any non-judicial foreclosure action against the house owned by Hosner's friend, Tracey Kaufmann ("Kaufmann Mortgage Lien"), since the default notices were already provided to her over 30 days ago, the foreclosure action could be commenced at any time and/or taking any other activities to collect the Total Hosner Debt including Per Diem (as amended below) or any portion thereof and Debtor shall not to remove any property or assets from the Badder Facility without Creditor's written permission or a court order while Debtor forbears hereunder any collection of the Total Hosner Debt. Upon the receipt by Creditor of \$90,000.00 toward the Total Hosner Debt, but in no event subsequent to the harvest and sale of Crop #7, Creditor shall release and discharge the Kaufmann Mortgage Lien and the Judgment.

10. **Per Diem:** The Judgment Per Diem is no longer applicable as of the date of this Forbearance Letter Agreement with the interest accrual on the Total Hosner Debt calculated at 18% per annum as of the date of this Agreement with the recalculated per diem at \$64/day ("Amended Per Diem"); provided, however, as set forth above, payments made toward the Hosner Total Debt are first to principal then to accrued interest..

11. **Miscellaneous:**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without regard to principles of conflicts of law.

(b) Time is of the essence hereunder.

(c) If any term, provision, covenant or condition hereof or any application thereof should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, provisions, covenants and conditions hereof, and all applications thereof not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

(d) The title of the headings of the paragraphs of this Agreement are for convenience of reference only, and are not to be considered a part of the substance of this Agreement, and shall not limit or expand or otherwise affect any of the terms hereof.

(e) This Agreement creates a continuing obligation and the obligation of Debtor hereunder shall be binding upon Debtor and his successors, heirs, representatives and assigns, and shall inure to the benefit of and be enforceable by Creditor and its successors and assigns.

(f) DEBTOR AND CREDITOR DO HEREBY KNOWINGLY VOLUNTARILY, INTENTIONALLY, UNCONDITIONALLY AND IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY AND RELATED TO THIS TRANSACTION. THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL PURSUANT TO THE AGREEMENT HEREUNDER WAS A MATERIAL INDUCEMENT FOR CREDITOR TO FORBEAR AND ACCEPT THIS AGREEMENT.

(g) This is the entire agreement between the Parties with regard to forbearance by Creditor on collection of the Total Hosner Debt and any amendment thereto must be in writing and signed by the Party against whom enforcement is sought.

(h) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement with facsimile signatures deemed originals.

The signatures of the Parties are below accepting this Agreement on the date first written above.

Sincerely,  
DANIEL I. WEBERMAN  
DANIEL I. WEBERMAN

ACCEPTANCE:

The undersigned Parties accept the foregoing Forbearance Letter Agreement in its entirety:

  
\_\_\_\_\_  
Jack B. Wolfe, Manager, on behalf of  
Parker Place Holdings, LLC

  
\_\_\_\_\_  
Michael Hosner

# **EXHIBIT A**

STATE OF MICHIGAN  
JUDICIAL DISTRICT  
JUDICIAL CIRCUITDEFAULT REQUEST, AFFIDAVIT,  
ENTRY, AND JUDGMENT  
(SUM CERTAIN)

CASE NO.

2019-171849-CB

6th  
Court address

Court telephone no.

248-858-1000

1200 N. Telegraph Road, Pontiac, MI 48341

Plaintiff name, address, and telephone no.

Parker Place Holdings, LLC  
7071 Orchard Lake Road, Suite 250  
West Bloomfield, MI 48322  
248-862-2018

Defendant name, address, and telephone no.

Michael Hosner  
28108 Malvina Drive  
Warren, MI 48088

Plaintiff's attorney, bar no., address, and telephone no.

Daniel I. Weberman P41644  
7071 Orchard Lake Road, Suite 245  
West Bloomfield, MI 48322  
248-737-4500

Defendant's attorney, bar no., address, and telephone no.

USE NOTE: Plaintiff must complete the Request and Affidavit and the Default Judgment before filing with the court.

## REQUEST AND AFFIDAVIT

- I request a default entry against Defendant Michael Hosner
- The claim against the defaulted party is for a sum certain or for a sum, which by computation can be made certain. (request judgment for: Damages: \$ 80,914.00 Costs: \$ 220.25 Attorney fee/Other: \$ \_\_\_\_\_ Total judgment: \$ 81,134.25 for failure to appear.
- The amount requested for damages is not greater than the amount stated in the complaint.
- The defaulted party is not an infant or incompetent person.
- ☐ It is unknown whether the defaulted party is in the military service. ☒ The defaulted party is not in the military service. ☐ The defaulted party is in the military but there has been notice of pendency of the action and adequate time and opportunity to appear and defend has been provided. Attached, as appropriate, is a waiver of rights and protections provided under the Servicemembers Civil Relief Act. Facts upon which this conclusion is based are: (specify)
- This affidavit is made on my personal knowledge and, if sworn as a witness, I can testify competently to the facts in this affidavit.

Subscribed and sworn to before me on 03/13/2019

Applicant/Attorney signature

Bar no.

My commission expires: 06/08/2024

Date

Signature

County, Michigan.

Notary public, State of Michigan, County of OAKLAND

Notary public

## DEFAULT ENTRY

3/13/2019

Date The default of the party named above for failure to appear is entered.

Lisa Brown

Court clerk

/s/ S. Wagner

## DEFAULT JUDGMENT

IT IS ORDERED this judgment is granted in favor of the plaintiff(s) as follows.

Attach bill of costs if statutory limit is exceeded.

Damages: \$ 80,914.00 Costs: \$ 220.25Attorney fee/Other: \$ 175.00Total judgment: \$ 81,309.25

This judgment will earn interest at statutory rates, computed from the filing date of the complaint.

Judgment interest accrued thus far is \$ none

and is based on: If needed, attach separate sheet.

☐ the statutory rate of \_\_\_\_\_ % from \_\_\_\_\_ to \_\_\_\_\_☐ the statutory 6-month rate(s) of \_\_\_\_\_ % from \_\_\_\_\_ to \_\_\_\_\_

3/13/2019

Date

Lisa Brown

Court clerk/Judge

/s/ S. Wagner

The judgment has been entered and will be final unless, within 21 days of the default judgment date, a motion to set aside the default is filed.

## CERTIFICATE OF MAILING

I certify that on this date I served a copy of this default entry and judgment on the parties or their attorneys by first-class mail addressed to their last-known addresses as defined by MCR 2.107(C)(3).

File

Signature

C07a (12/12) DEFAULT REQUEST, AFFIDAVIT, ENTRY, AND JUDGMENT (SUM CERTAIN)

MCL 32.517, MCL 600.2441, MCL 600.5769, MCL 600.8013,  
MCR 2.603(B)(2), 50 USC 321

# **EXHIBIT B**

## **WEBERMAN LAW, P.C.**

**7071 Orchard Lake Road, #245 • West Bloomfield, MI 48322-3404  
(248) 737-4500 • Fax: (248) 737-1829 • danielweberman@yahoo.com**

April 4, 2019

Mr. Jack B. Wolfe  
Parker Place Holdings, LLC  
7071 Orchard Lake Road, Suite 250  
West Bloomfield, MI 48322

**VIA HAND DELIVERY ONLY**

Re: *Parker Place Holdings v Michael Hosner*  
Oakland County Circuit Court Case No. 2019-171849-CB

Dear Mr. Wolfe:

This will confirm our recent discussions regarding the status of the above-referenced case and, in particular, whether or not you want to engage at this time any enforcement actions pertaining to the Default Judgment entered by the Court on March 13, 2019, in favor of Parker Place Holdings, LLC, and against Michael Hosner in the total amount of \$81,309.25 (the "Judgment"). Examples of "enforcement actions" would include, but are not limited to, issuing garnishments against his wages at the salon at which he works, bank accounts and/or income tax refunds, scheduling a creditor's exam requiring Mr. Hosner to testify as to his assets and finances, placing liens on any property owned by Mr. Hosner, having the sheriff execute a writ to seize property (vehicles, business assets, equipment, electronics), challenging transfers of any assets in the last 5-years by Mr. Hosner as being fraudulent and the like. The Judgment continues to accrue interest at the statutory rate.

You have indicated that you do wish to forbear and not pursue any collection actions against Mr. Hosner at this time, as it is your intent to allow him the chance to repay the monies owed by successfully operating his grow business and turning a profit to pay you back, which will also benefit Mr. Hosner. You have spoken directly with Mr. Hosner regarding the timeframe and dates upon which you can expect a payment from him and are thus giving him this chance. In return, Mr. Hosner has agreed not to remove any property or assets from the business located at 979 Badder in Troy without your written permission or a court order.

You are also temporarily holding off on pursuing any non-judicial foreclosure action against the house owned by Mr. Hosner's friend, Tracey Kaufmann. Since the default notices were already provided over 30 days ago, the foreclosure action could be commenced at any time.

I have calendared this matter for two (2) months so that we can readdress the status to see if Mr. Hosner has made any effort to rectify this matter, such as by making payments to you. If anything changes prior to then, please let me know.

It is my understanding that you shall provide this letter to Mr. Hosner who may and shall rely upon it.

Thank you.

Sincerely,

DANIEL I. WEBERMAN  
DANIEL I. WEBERMAN

# EXHIBIT C



**HOSNER - PARKER PLACE HOLDINGS**  
**RECONCILIATION OF PAYMENTS OWING**  
**FROM 6/30/18 - 12/12/19**

Total Outlay from PPH 06/2018-12/12/19		76,565.19
Judgment from Court	\$ 81,309.25	
Less fees through November 30, 2018 expenses	<u>(35,000.00)</u>	
Outstanding Due from Court Judgment		46,309.25
Additional undocumented cash outlay		<u>3,125.56</u>
<b>TOTAL AMOUNT OWING THROUGH 12/12/19</b>		<b>126,000.00</b>

# EXHIBIT I

**STATE OF MICHIGAN**  
**IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND**

JACK B. WOLFE, an individual,  
Plaintiff,

vs.

Case No. \_\_\_\_\_ CZ  
Hon. \_\_\_\_\_

CITY OF TROY, a Michigan municipal corporation

**JURY DEMAND**

Defendant.

\_\_\_\_\_  
Jack B. Wolfe  
In Pro Per  
7071 Orchard Lake Road, Suite 250  
West Bloomfield, MI 48322  
(248) 228-6307 (c)  
(248) 862-2018 (w)  
(248) 928-5009 (f)  
wolfejack19@gmail.com  
\_\_\_\_\_

**PROPOSED**

**EX PARTE ORDER GRANTING PLAINTIFF'S EX PARTE VERIFIED MOTION FOR  
SHOW CAUSE HEARING**

At a session of said Circuit Court, held in the Courthouse  
for the City of Pontiac, County of Oakland, Michigan,

ON: \_\_\_\_\_

PRESENT: HON. \_\_\_\_\_

This matter having come before this Court through Plaintiff's Verified Complaint for Declaratory and Injunctive Relief to Void Unconstitutional Troy Ordinance pertaining to Caregivers and Damages and Plaintiff's Ex Parte Verified Motion for Show Cause Hearing to Compel by Declaratory Judgment the Issuance by Defendant to Plaintiff of a Caregiver License and/or Stay Enforcement of Defendant's Caregiver Ordinance against Plaintiff during the pendency of this lawsuit ("Lawsuit"), this Court having reviewed the Verified Complaint and

Exhibits thereto, Ex Parte Verified Motion and the Brief in Support thereof with Exhibits thereto, and this Court otherwise being fully advised in the premises;

IT IS HEREBY ORDERED that Plaintiff's Ex Parte Verified Motion for Show Cause Hearing is **GRANTED**, as follows:

IT IS HEREBY ORDERED that a Show Cause Hearing ("SCH") is scheduled for **August 11, 2021, at 9:00 in the a.m.** before the Honorable \_\_\_\_\_ at the Oakland County Circuit Court, in Courtroom \_\_\_\_\_, wherein Defendant, City of Troy, is required to appear and SHOW CAUSE as to why this Court should not:

1. Declare and adjudge that the 2018 Chapter 104, *Medical Marijuana Grow Operation License Ordinance* for the City of Troy (the "Ordinance") regarding licensing Caregivers secured locked facilities for cultivation located in the City's IB zoned districts and limiting caregiver licenses to thirty-six (36) caregivers (the "Ceiling") was improperly presented, voted on and enacted as a use of the City's police powers to protect the health safety and welfare of the City when no emergency existed and the Ordinance was presented as a use of police power to avoid compliance with the Michigan Zoning Enabling Act ("MZEA"), MCL § 125.3101 *et. seq.*, and is, therefore, void *ab initio*;

2. Declare and adjudge that the Ordinance was a use of the City's zoning powers and did not comply with MZEA, as follows:

(a). The lack of notice(s) and the lack of any hearing(s) pertaining to the Ordinance prior to its enactment violated MZEA rendering the Ordinance void *ab initio*; and/or

(b). Alternatively, if the notice and hearing violations of MZEA did not render the Ordinance void, declare and adjudge that Plaintiff must be allowed to continue caregiver growing at the Badder Facility as that use existed at the time of the enactment of the Ordinance and the City did not have the authority to "take" this nonconforming use by the language of the Ordinance and, pursuant to the MZEA, the use must be grandfathered into the Ordinance as a nonconforming use;

IT IS HEREBY FURTHER ORDERED that notwithstanding the impact of violating MZEA by the enactment of the Ordinance, enter at the SCH declaratory judgment in favor of Plaintiff and against Defendant that the Ordinance, and specifically the Ceiling, directly conflicts

with and is otherwise field preempted by the 2008 initiative Michigan Medical Marihuana Act, MCL §§ 333.26421 et. seq. ("MMMA");

IT IS HEREBY FURTHER ORDERED this Court shall declare and adjudge the City Ordinance violations of the MMMA renders the Ordinance void *ab initio*.

IT IS HEREBY FURTHER ORDERED that, alternatively, at the SCH, strike down the Ordinance Ceiling, which limits caregiver licenses issued by the City to no more than 36 caregiver licenses, as expressly preempted by MMMA and, pursuant to *DeRuiter*, order Defendant to issue a caregiver license to Plaintiff;

IT IS HEREBY FURTHER ORDERED that at the SCH, notwithstanding entering judgment(s) as requested above, grant preliminary injunctive relief staying enforcement of the Ordinance as to Plaintiff during the pendency of this Lawsuit; and

IT IS FURTHER ORDERED that this Ex Parte Order for Show Cause Hearing, together with the Verified Complaint and Verified Motion with Brief in Support thereof and all Exhibits attached to the pleadings and motion shall be served upon Defendant within seven (7) days of the Show Cause Hearing with Proof of Service filed on or before the hearing date.

---

CIRCUIT COURT JUDGE

**STATE OF MICHIGAN**  
**IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND**

JACK B. WOLFE, an individual,  
Plaintiff,

vs.

Case No. \_\_\_\_\_ CZ  
Hon. \_\_\_\_\_

CITY OF TROY, a Michigan municipal corporation  
Defendant.

\_\_\_\_\_  
Jack B. Wolfe  
In Pro Per  
7071 Orchard Lake Road, Suite 250  
West Bloomfield, MI 48322  
(248) 228-6307 (c)  
(248) 862-2018 (w)  
(248) 928-5009 (f)  
wolfejack19@gmail.com  
\_\_\_\_\_

**EX PARTE VERIFIED MOTION FOR SHOW CAUSE HEARING TO COMPEL BY  
DECLARATORY JUDGMENT THE ISSUANCE BY DEFENDANT TO PLAINTIFF OF  
A CAREGIVER LICENSE AND/OR STAY ENFORCEMENT OF DEFENDANT'S  
CAREGIVER ORDINANCE AGAINST PLAINTIFF DURING THE PENDENCY OF  
THIS LAWSUIT**

Plaintiff says as follows against Defendant ("Defendant", "City" and/or "Troy"):

1. Plaintiff's Ex Parte Verified Motion is brought pursuant to MCR 3.310 and MCR 2.605.

2. Plaintiff's Verified Complaint for Declaratory and Injunctive Relief to Void Unconstitutional Troy Ordinance Pertaining to Caregivers and Damages contemporaneously filed herewith and incorporated herein by reference ("Verified Complaint"), seeks to strike down a certain ordinance enacted by Defendant which unconstitutionally prohibits Plaintiff from caregiver cultivation at the secured locked facility at 979 Badder, Troy, Michigan 48083 ("Premises", "Property", "Badder" and/or "Facility"), within the City boundaries but on the border thereof.

3. On May 3, 2018, Defendant enacted zoning ordinance, Chapter 104, *Medical Marihuana Grow Operation License Ordinance* (the “Ordinance”), with a copy of the Ordinance attached as **Exhibit B** to the Verified Complaint, which restricted caregiver growing in Troy under the 2008 initiative Michigan Medical Marihuana Act, MCL §§ 333.26421 et. seq. (“MMMA”), with a copy of the MMMA statute attached as **Exhibit A** to the Verified Complaint, as follows:

A. Caregiver licenses were capped at 36 issued licenses (the “Ceiling”) and Plaintiff was proverbial #37. Troy City Code, Chapter 104, § 3(B), with the Letter from Troy, attached as **Exhibit C** to Plaintiff’s Verified Complaint, informing Plaintiff that he could not cultivate at the Badder Facility because there were no more available City licenses;

B. Any caregiver cultivation would have to take place in a secured, locked facility located in a zoned IB district, Integrated Industrial and Business, to receive a City license. Troy City Code, Chapter 104, § 8(A);

C. The City caregiver license was issued to the caregiver, personally, and did not attach to the secured locked facility location in the IB zoned district such that there could not be a successor caregiver growing at the location as the location was not licensed. Troy City Code, Chapter 104, § 9(D); and

D. The caregiver could not transfer the City license to another caregiver. Troy City Code, Chapter 104, § 9(E).

4. Prior to the Ordinance, “[t]he City did not previously have a licensing ordinance, and, instead, issued occupancy permits only if the proposed location demonstrated compliance with the MMMA, including, but not limited to having a separate locked enclosed facility for the cultivation of marihuana plants for each of the caregiver’s connected patients.” **Exhibit E**, City Memorandum attached to Verified Complaint.

5. The Badder Facility fully complied with the pre-Ordinance requirements of the City, as recognized as existing by the Memorandum, as Badder is located in an IB zoned district.

6. However, the Ordinance language specifically denied pre-existing non-conforming uses, such as Plaintiff’s location, to be grandfathered into the newly enacted

Ordinance in violation of the Michigan Zoning Enabling Act ("MZEa") because, if the Premises was grandfathered in as required by law, this Lawsuit would be moot. The City allegedly avoided MEZA by alleging the Ordinance as an act of its police not zoning power. This was a lie.

7. The enactment of the Ordinance avoided in addition to the foregoing any public notice(s) and/or hearing(s) pertaining to the constitutionality of the Ordinance with the City Attorney asserting it was enacted under the City's police powers instead of its zoning powers thereby undermining the application of MZEa; however, clearly, the Ordinance is a zoning ordinance as it limits caregiver growing to IB zoned districts and should have had public notice(s) and hearing(s) under MZEa before it was voted on, passed and enacted.

8. The Ordinance was clearly designed to restrict and impede caregivers from working in Troy as the IB district restriction to cultivate would require the caregiver to rent space and convert the space to be compatible for caregiver cultivation; however, the space build out would not be undertaken since a landlord would not advance the build out cash outlay without the location licensed as well; the caregiver could not borrow the money from any commercial banks or National Associations since marihuana remained illegal at the federal level; and, a state or local bank or credit union would not loan the renovation money for the same reason the landlord would not underwrite the build out with the only reasonable and foreseeable option for any caregiver if not self-funded was for the caregiver to pursue third party private money or private funds. The entire objective of the Ordinance was to curtail caregiver growing in the City which is stating the obvious given the Ceiling.

9. Plaintiff, through his company, arranged private third party funds for the prior licensed caregiver, Michael W. Hosner ("Hosner") at the IB district, secured, locked Facility;



however, Hosner defaulted on the loans, as more fully set forth in the Verified Complaint, was an incompetent grower and had to be ultimately involuntarily removed by court orders from the Premises with Plaintiff left with no choice but to become the caregiver at the Badder Facility.

10. **However, the shortcomings, failures and/or violations of the Ordinance pursuant to MZEA all take a back seat and/or pale in comparison to the unconstitutional, blatantly arbitrary and discriminatory actions of Troy to limit or cap licensed caregivers in the City to a total of 36 or the Ceiling allowed in the City zoned IB district.**

11. The lack of “wokeness” of this Ceiling is astounding as Troy is the largest city in Oakland County at over 84,000 citizens with white privilege making up almost 70% of the population, Asian Americans comprising 25% that has a majority professional Indian constituency and African Americans making up less than 4%. Given these demographics the insidious intent of the Ordinance or at least its intended results is clear, especially coupled with the garbled justification for the Ceiling by the City attorney in the Memorandum at **Exhibit E** of the Verified Complaint and per the Metro Times article referenced at footnote 5 of the Verified Complaint.

12. Notwithstanding the foregoing, the Ceiling if not the entire Ordinance is preempted by the 2008 initiative Michigan Medical Marihuana Act, MCL § 333.26421 et. seq. (“MMMA”) and, therefore, is unconstitutional as the MMMA does not otherwise limit cultivation as opined by the Michigan Supreme Court in *DeRuiter vs Township of Byron*, 505 Mich 130, 143; 949 NW 2d 91 (2020), with a copy of the *DeRuiter* ruling attached as **Exhibit D** to the Verified Complaint.

13. The Ordinance directly limits or caps caregivers in Troy to 36, where from a population calculation dividing the Oakland County population into the City population with the

percentage multiplied by the number of caregivers in Oakland County equates to Troy supporting over 250 caregivers! See ¶15 of the Verified Complaint and **Exhibit F** attached thereto.

14. It is anticipated that Troy will without hesitation and with feigned sincerity proclaim that the Ordinance does not “**prohibit**” caregiver cultivation as, indeed, Troy allows 36 of them!

15. Notwithstanding this anticipated disingenuous proclamation, which ignores the *DeRuiter* ruling, the Ordinance provides that a person who violates any provision of the Ordinance is subject to fines up to \$500.00. **Exhibit B**, Verified Complaint, Troy City Code, Chapter 104, § 12.

16. The MMMA directly states, in pertinent part, that a qualifying patient “is not subject to arrest, prosecution, or penalty in any manner, or denied any right or privilege, including, but not limited to, civil penalty or disciplinary action . . . for the medical use of marihuana in accordance with this act[.]” **Exhibit A**, Verified Complaint, MCL § 333.26424(a).

17. The MMMA also provides the same immunity to a primary caregiver in “assisting a qualifying patient . . . with the medical use of marihuana in accordance with this act.” *Id.* at MCL § 333.26424(b) (¶¶ 16-17 are otherwise known in the industry as Section 4 immunity).

18. Under the MMMA, the only statutorily defined locations where the possession and medical use of marihuana by patients and caregivers is prohibited are: (A) in school bus; (B) on the grounds of any preschool or primary or secondary school; and (C) in any correctional facility. *Id.* at MCL § 333.26427(b)(2).

19. Indeed, “[t]he medical use of marihuana is allowed under state law to the extent it is carried out in accordance with the provisions of this act.” *Id.* at MCL § 333.26427(a).

20. Finally, Section 7(e) of the MMMA reads: “All other acts and parts of acts inconsistent with this act [MMMA] do not apply to the medical use of marihuana as provided for by this act.” *Id.* at MCL § 333.26427(e).

21. Accordingly, the MMMA has five (5) separate provisions and/or expressed statements preempting any conflicting local law as set forth above in ¶¶ 16-20.

22. The *DeRuiter* opinion (**Exhibit D** of the Verified Complaint) was very narrow as it did not rule on issues not raised on appeal, which included whether MMMA Section 4 immunity from penalty in any manner conflict preempted the enforcement of any municipal ordinance, including the City Ordinance, and whether the clear field preemption of the MMMA set forth in Section 7(e) applies to a local zoning ordinance as this issue was also not raised in the *DeRuiter* appeal.

23. This Court is not handcuffed like the *DeRuiter* Court as to solely issues raised on appeal and can take judicial notice of the unambiguous and clear conflict preemption provisions in the MMMA as well as the precedent of *DeRuiter* recognizing that the MMMA does **NOT** limit in any manner caregiver cultivation and certainly not a limitation like the Ceiling that is arbitrary, unreasonable and smacks of discrimination.

24. This Verified Motion is accompanied by Plaintiff’s Brief in Support thereof.

**WHEREFORE**, this Court should GRANT Plaintiff’s Ex Parte Verified Motion and enter an Order for Defendant to Show Cause at a hearing on August 11, 2021 (“SCH”) why this Court should not strike down as void *ab initio* Defendant’s Ordinance as having been enacted in violation of the MZAA notice and hearing requirements and/or preempted by MMMA or, alternatively, granting Plaintiff’s request to be grandfathered into the Ordinance as a nonconforming use or compel Defendant to issue to Plaintiff a caregiver license as the Ceiling is

not constitutional and Plaintiff's caregiver cultivation is taking place in a zoned IB district as required by the Ordinance and/or granting Plaintiff preliminary injunctive relief staying any enforcement against Plaintiff during the pendency of this Lawsuit.

### **VERIFICATION**

The undersigned, under penalty of perjury and contempt of court, hereby affirms that the foregoing allegations are true and accurate to the best of his information, knowledge and belief.

/S/ JACK B. WOLFE  
Jack B. Wolfe

Dated: July 21, 2021

Respectfully submitted,

/S/ JACK B. WOLFE  
Jack B. Wolfe  
In Pro Per  
7071 Orchard Lake Road, Suite 250  
West Bloomfield, MI 48322  
(248) 228-6307 (c)  
(248) 862-2018 (w)  
(248) 928-5009 (f)  
wolfejack19@gmail.com

Dated: July 21, 2021

### **BRIEF IN SUPPORT OF EX PARTE VERIFIED MOTION**

#### **I.** **INTRODUCTION**

Plaintiff is caregiver # 37 in the City of Troy but under the Troy Ordinance has been denied a license to caregiver cultivate in the City boundaries solely because he is #37. Between the Verified Complaint and Verified Motion, Plaintiff has made 141 allegations when, at the end of the day, the matter is simple: Can Troy limit caregiver cultivation licenses to 36 caregivers? Plaintiff says "no"; while, Defendant says "yes".

Defendant's presumed focus shall be on what it has allowed while Plaintiff's focus is on what is being denied. The beginning and ending of this analysis is the statute, the MMMA

(Exhibit A to Verified Complaint) which, as set forth above, makes five (5) separate statements of preemption to preclude a municipality from limiting the citizens of Michigan's initiative to allow caregiver growing in the State of Michigan.

Nowhere does the MMMA even hint to limiting the number of allowed caregivers in the state, county and/or municipality/township. *DeRuiter* analyzed in the context of the MMMA preemption whether the requirement that a caregiver cultivate in a secured locked facility could, by local zoning ordinance, determine the "where" of the facility location, which did not directly conflict with the MMMA and, therefore, was not preempted by the statute, but cautioned:

"...[W]hether Byron Township's ordinance conflicts with other aspects of the MMMA [we do not decide]. Nor do we decide if the ordinance, which also precludes cultivating medical marijuana outside or in a structure detached from a residence, see Byron Township Zoning Ordinance, §3.2.G.1 and §3.2.H.2.d, has the practical consequence of prohibiting *DeRuiter* from cultivating the number of marijuana plants she is expressly permitted by the MMMA, see MCL 333.26426(d); MCL 333.26424(a); MCL 333.26424(b)(2)."

505 Mich at 150 at fn 14.

In other words, whether other "limitations" of the Byron Township ordinance violated the MMMA was not before the *DeRuiter* Court that day and from Plaintiff's perspective, what the Court was signaling is that even a "location styled local zoning ordinance" may at its inception or some time in its application in fact deny the proverbial # 37 caregiver the right to cultivate in a particular municipality and this would be preempted by the MMMA. The conclusion as stated above is simple: Troy's Ceiling violates and is preempted by the MMMA and there can be no justification for allowing it to continue given that # 37 is petitioning this Court. The only issue is, therefore, the remedy.

Plaintiff's remedy request is that pursuant to MZEA and/or MMMA, the Ordinance is struck down and declared unconstitutional by this Court's use of its power to order declaratory

relief or, alternatively, this Court grandfather's Plaintiff's Facility into the Ordinance as a nonconforming use or compels the issuance by the City to Plaintiff of his license. Notwithstanding these declaratory remedies, Plaintiff at a minimum requests a preliminary injunctive remedy to stay enforcement of the Ordinance as it pertains to Plaintiff during the pendency of this Lawsuit.

## **II. STATEMENT OF FACTS**

Plaintiff incorporates all of the allegations set forth in his Verified Complaint and Verified Motion as if more fully stated herein. Plaintiff would add that any location for the cultivation of 72 plants in an indoor secured locked facility comes with its unique environment, problems and demands that may take years to understand how to grow in the most efficient manner by integrating the lights, temperature, nutrients, watering cycles, plant strain and cultivation timing in order to maximize your yield and produce organic, clean tested product.

In the instant case, it has taken Plaintiff over 3-years and investing over \$100,000.00 in rent, \$25,000.00 for the build out and an additional \$50,000.00 in lighting and temperature equipment for each patient grow room with the proper coordination of plant strain and nutrients that cannot be simply duplicated by moving to a new location out of the City of Troy. Indoor caregiver cultivation is almost an art form and cannot be understood without being taught by more experienced growers and even then there is a high degree of trial and error which can only be overcome over time.

The Badder Facility has been a permitted and/or licensed caregiver grows for over five (5) years and has finally come into its own but the arbitrary actions of the City under the Ordinance Ceiling are impeding Plaintiff's clear rights under the MMMA to continue to operate as a caregiver cultivation at the Badder Facility.

In 1936, the United States government released a propaganda movie as to the evils of marijuana called "Reefer Madness" showing high school students lured by drug pushers to try marijuana and then subsequently while high had a hit and run accident, suicide, conspiracy to commit murder, attempted rape, hallucinations and the descent into madness from being addicted to marijuana. The reefer madness days that marijuana is dangerous are forever over.

Today, over 80% of Americans believe marijuana is not harmful to people who use it<sup>1</sup> and the science shows, overwhelmingly, that for most people, marijuana is not a gateway drug.<sup>2</sup> Troy's misuse of its police powers (there was no pending emergency) to attempt to prevent caregivers from operating in its City boundaries conflicts with state law and the will of Michigan citizens who passed in 2008 the MMMA via a ballot initiative receiving the support of 63% (otherwise a political landslide) of Michigan's registered voters that marihuana has medical benefits.<sup>3</sup>

Indeed, in 2016, the State of Michigan passed the MMFLA. In 2018, the overwhelming majority of citizens of the State of Michigan voted for the right of adults in Michigan to recreationally use marijuana without their having to be a medical need with the state passing the Michigan Regulation and Taxation of Marihuana Act ("MRTMA"). If the City wants to regulate, let them opt into the MMFLA and regulate the number of licensed commercial cultivators, processors, facilitation centers, transporters and testing labs and also regulate retail establishment for adult recreational purchases while at the same time establishing a "green zone" for medical (i.e., the IB district) without the ad hoc Ordinance that violated MZEA and overstepped the City's authority with the Ceiling in direct conflict with the MMMA.

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<sup>1</sup> Blendon, Robert, Ph.D., "POLITICO and Harvard's T.H. Chan School of Public Health", (2019 poll)

<sup>2</sup> Scharff, Constance, Ph.D., Psychology Today (August 26, 2014)

<sup>3</sup> Wolfe, Jeremy, Law Student, "Michigan's Medical Marihuana Act—Parting the Haze" (2012)

To this end, and until that time, Troy must issue to Plaintiff the caregiver license for marihuana cultivation at the Badder Facility.

### **III. LEGAL ARGUMENT**

#### **A. THIS COURT SHOULD GRANT PLAINTIFF'S MOTION FOR SHOW CAUSE HEARING**

Defendant's power to adopt the Ordinance is subject to Michigan's constitution and the law. Const. 1963, art. 7, § 22. Defendant was precluded from enacting the Ordinance without complying with the MZEA, which it did not comply with, as the Ordinance is a use of Defendant's zoning powers by requiring that caregivers can only locate their secured locked facility in an IB zoned district in the City with the Ordinance for political expediency disguised as use of the City's police powers to avoid notice, public hearings and grandfathering in Plaintiff's caregiver cultivation at the Badder Facility as a nonconforming use and, as a result, Defendant has violated Michigan's constitution.

Defendant is precluded from enforcing the Ordinance because it is in direct conflict with the MMMA statutory scheme, and the MMMA statutory scheme preempts the Ordinance by occupying this field of regulation to the exclusion of the Ordinance thus making the Ordinance caregiver limitation per the Ceiling unconstitutional.

MCR 2.605(A)(1) states:

"(1) In a case of actual controversy within its jurisdiction, a Michigan court of record may declare the rights and other legal relations of an interested party seeking a declaratory judgment, whether or not other relief is or could be sought or granted."

Plaintiff is an interested party and the denial by Defendant to issue him a caregiver license because the Troy Ordinance only allows 36 caregivers or the Ceiling and he is the proverbial # 37 with the Ceiling preempted by the MMMA and, therefore, the limitation is an



actual controversy ripe for consideration as required by the foregoing Michigan Court Rule and should be declared and adjudged as unconstitutional.

MCR 3.310(A) governs the requirement of a Show Cause Hearing ("SCH") in order to issue a preliminary injunction in support of the further relief sought in Plaintiff's Verified Motion and Verified Complaint:

(A) Preliminary Injunctions.

- (1) Except as otherwise provided by statute or these rules, an injunction may not be granted before a hearing on a motion for a preliminary injunction or on an order to show cause why a preliminary injunction should not be issued.
- (2) Before or after the commencement of the hearing on a motion for a preliminary injunction, the court may order the trial of the action on the merits to be advanced and consolidated with the hearing on the motion. Even when consolidation is not ordered, evidence received at the hearing for a preliminary injunction that would be admissible at the trial on the merits becomes part of the trial record and need not be repeated at the trial. This provision may not be used to deny the parties any rights they may have to trial by jury.
- (3) A motion for a preliminary injunction must be filed and noticed for hearing in compliance with the rules governing other motions unless the court orders otherwise on a showing of good cause.
- (4) At the hearing on an order to show cause why a preliminary injunction should not issue, the party seeking injunctive relief has the burden of establishing that a preliminary injunction should be issued, whether or not a temporary restraining order has been issued.

MCR 2.605(A)(1) and MCR 3.310 (A)(1)-(4), together with the facts of this case and the case law cited to below, supports this Court granting the relief requested by Plaintiff.

**B. PLAINTIFF HAS MET HIS BURDEN FOR INJUNCTIVE AND DECLARATORY RELIEF TO BE ORDERED AS REQUESTED**

The factors to be weighed by a court when considering any kind of injunctive relief is well known: (1) There is a substantial likelihood of success on the merits; (2) that a substantial threat exists that will cause irreparable harm; (3) that the threatened injury outweighs the potential harm; and (4) that the granting of the relief is in the public interest. *See, e.g., State*

*Employees Assn v Dept of Mental Health*, 421 Mich 152 (1984); *Commonwealth Life Ins Co, v Neal*, 669 F2d 300 (1982); *Baker v Adams County/Ohio Valley School Board*, 310 F3d 927, 928 (6<sup>th</sup> Cir 2002).

The U.S. Sixth Circuit Court of Appeals has held that the same above factors are balanced when considering whether to enter *ex parte* relief. *Workman v Bredesen*, 486 F3d 896, 904 (6th Cir. 2007) (citations omitted). “A district court is required to make specific findings concerning each of the four factors, unless fewer factors are dispositive of the issue.” *Six Clinics Holding Corp., II v. Cafcomp Systems, Inc*, 119 F3d 393, 399 (6th Cir 1997) (citations omitted); *United Foods & Commercial Workers Union, Local 1099 v Southwest Ohio*, 163 F3d 341 (6th Cir 1998) (mandatory injunctive relief turns everything back to the status quo so as to prevent irreparable harm).

In the instant case, all the factors are met to support this Court granting *ex parte* Plaintiff’s request for the SCH where Defendant must be ordered to appear and show cause why the Ordinance should not be declared and adjudged as violating MZEA and/or the MMMA with the specific limitation of the Ceiling in the Ordinance in direct conflict with the MMMA and, therefore, unconstitutional with this Court striking down the Ordinance as void *ab initio* or, alternatively, grandfathering in the Premises as a nonconforming use allowing Plaintiff to continue caregiver cultivation at the Badder Facility or, alternatively, severing the Ceiling limitation from the Ordinance and ordering the City to issue to Plaintiff a caregiver license as Plaintiff’s secured locked facility is located in the IB zoned district..

**1. *Plaintiff will prevail on the merits.***

**a. The Ordinance violated MZEA:**

“Zoning and police power ordinances are not the same and should not be mixed together” is the title to an article, dated, June 19, 2014, by Kurt H. Schindler, Michigan State

University Extension (the “Article”). A copy of the Article is attached as **Exhibit 1** and would appear to be on point! The Article stated as follows:

“There is a difference [between a zoning and police power ordinance]. Knowing which is which is very important. It is important not to go too far in mixing elements of each together. This is because the process to create and adopt a zoning ordinance (hearings, notices, based on a plan, appeals, nonconformities and much more) is designed to place many legal due process and property rights protections on zoning. This is because zoning regulates the use of land, and as a nation we value private property rights. So when government regulates land use, there are many more hoops through which the regulators need to jump. Police power ordinances do not have as rigorous of a process. As a result, if a government in fact regulates land use, but adopts the ordinance as though it is, and calls it a “police power ordinance” **courts are not likely to uphold it.**”

Article at p 2 (emphasis added).

“A police power ordinance does not regulate the “**use of land,**” rather; it regulates an “**activity.**” Examples of “activity” include, among others, motor vehicle regulations, parking, health code, food safety, boats and marinas, blight, noise and junk. **But in these examples, the ordinances should not regulate where activities are located.**

A zoning ordinance, on the other hand, regulates “**use of land.**” It might also regulate “activity,” but if an ordinance has regulation of land use, then it must be adopted as, and called, a zoning ordinance.”

Article at p 3 (emphasis added but not with the quoted terms). The Ordinance in the instant case specifically involved “use of land” and regulated location but was called by the City Attorney and pushed through by the City Council, ignoring the inherent due process of MZEA, as a police power ordinance.

The Article cited to two (2) relevant cases. The first case cited in the Article was *Square Lake Condo Ass’n v Bloomfield Twp*, 437 Mich 310 (1991), which characterized a zoning ordinance as regulating use within a building on land allowed within a particular location, which pretty much described the instant Ordinance. The second case cited was *Belanger v Chesterfield Twp*, 96 Mich App 539, 541; 293 NW2d 622 (1980), which recognized that since township

parking regulations on residential streets are within the scope of a township police power authority that the number of boats that can be launched or docketed is very much akin to a "police power" parking regulation.

This latter case sheds light on the attempted pivot by the City attorney to call the Ordinance a police power regulation when it was actually a zoning ordinance. If it barks it is likely a dog but here the City attorney was calling the dog a duck by setting a fixed number of caregiver licenses at 36 similar to the "number of boats launched" and that there is no property right, whether real or personal, associated with the licenses issued to further the ruse that it was solely an "activity" being regulated, e.g., marihuana caregiver cultivation, and not a land or building use regulation limited to a specific location. The latter characterization of the "activity" of the Ordinance (i.e., caregiver growing) was critical to the insidious plan of the City to not call the Ordinance a zoning ordinance because this would mean having to grandfather in all the nonconforming uses (e.g., Badder, even though Badder was in an IB district) as likely many other caregivers were cultivating in residential districts in the City.

However, this Court should see through Defendant's charade and strike down the Ordinance as void *ab initio* for violating MZEA in its enactment and by trying to obfuscate the zoning ordinance as an act of police power by setting the Ceiling, which should also render the Ordinance void *ab initio* as the Ceiling directly conflicts with the MMMA by limiting caregivers, as more fully set forth below.

**b. The Ordinance was preempted by the MMMA:**

The Ordinance Ceiling specifically limiting the number of caregivers who can cultivate in Troy directly violates the MMMA. In *DeRuiter*, the Court ruled that limiting the **location** of the secured locked facility by zoning is not the same as an ordinance, whether by police power or

zoning, directly **limiting caregiver cultivation** “[b]ecause the MMMA does not otherwise limit cultivation...” with the City Ordinance expressly and/or impliedly preempted by the MMMA. 505 Mich at 143. *Ter Beek v City of Wyoming*, 495 Mich 1; 846 NW2d 531 (2014), held that any penalty is prohibited under Section 4 of the MMMA and, thus, enforcement of zoning cannot be permitted. *People v. Koon*, 494 Mich 1; 832 NW2d 724 (2013), holding that Section 7(e) provides the MMMA with field preemption.

Accordingly, the Ordinance or, at a minimum, the Ceiling, is void *ab initio* and Plaintiff is entitled to have issued to Plaintiff by Defendant the proverbial 37th caregiver City license to cultivate at the Badder Facility, which is in a zoned IB district. Based on the foregoing, Plaintiff has an extremely strong case and will prevail on the merits.

This factor favors Plaintiff.

**2. *Plaintiff will be irreparably injured if denied the right to grow at Badder.***

Federal and State Courts throughout the country, including the State and Federal courts which service the State of Michigan, have long held that real property is unique. *In re Smith Trust*, 480 Mich 19, 20-21; 745 NW2d 754 (2008) (court entered order to compel specific performance). A leasehold estate or interest constitutes real property. *City of Detroit v Whalings, Inc*, 43 Mich App 1,8; 202 NW2d 816 (1972) [citing *Lookholder v State Highway Commissioner*, 354 Mich 28 (1958)] (leaseholder entitled to just compensation due to condemnation of property). The injured property holder may seek mandatory injunctive relief. See, *United Foods & Commercial Workers Union, Local 1099 v Southwest Ohio*, 163 F3d 341 (6<sup>th</sup> Cir 1998). A mandatory injunction is issued when a court directs a person to perform certain acts, as opposed to prohibitory injunction, which seeks to preserve the status quo. *mandatory injunction/wex/us law/cornell law school.[LLI].legal information; Black's Law Dictionary*. A

court may issue a preliminary mandatory injunction in unique situations. *Roda Drilling Company, et seq v Siegal, et seq*, 552 F3d 1203, 1208 (10<sup>th</sup> Cir 2009) (court granted a preliminary mandatory injunction ordering transfer of record title).

Irreparable injury has been defined as an injury that cannot be redressed through a monetary award; however, when the injury involves property that is unique, it is presumed irreparable injury shall occur. In passing on the adequacy of the legal remedies for the purpose of determining whether to issue an injunction, the court's primary consideration should be the immediate availability of the remedy. *Van Buren Public School District v Wayne County Circuit Court Judge*, 61 Mich App 6, 232 NW2d 278 (1975). *Basicomputer Corp v. Scott*, 973 F2d 507, 511 (6th Cir.1992). However, an injury is not fully compensable by money damages if the nature of the loss would make damages difficult to calculate. *Id.* at 511-512.

Notwithstanding the monies invested, Plaintiff has invested thousands of hours of time and energy for almost four (4) years into Badder Facility to create the best growing environment and has six (6) patients who will be hurt if Plaintiff was denied the opportunity to grow at Badder. Badder is unique property and therefore entitled to the presumption of irreparable harm if this Court does not issue mandatory injunctive relief to compel Defendant to issue to Plaintiff a caregiver license or stay enforcement of the Ordinance as to Plaintiff.

This factor favors Plaintiff.

**3. *The injury to Plaintiff outweighs any potential harm to Defendant.***

Plaintiff has had the right to use his leased Property for caregiver cultivation taken without just compensation with the taking occurring due to the City Ordinance, which is patently unconstitutional. Troy has never received a complaint as to the operations at the Property. The

potential harm to Defendant is negligible if Defendant prevails; however, the only potential harm to Defendant if Plaintiff prevails is embarrassment.

This factor is in favor of Plaintiff.

**4. *The public interest is served by granting the relief requested by Plaintiff.***

The public interest is vested in the City not enacting or enforcing an unconstitutional Ordinance, which public interest has been undermined since May 3, 2018, the date the Ordinance and Ordinance Ceiling were enacted.

This factor also favors Plaintiff.

**IV.  
CONCLUSION & RELIEF REQUESTED**

On June 28, 2021, Justice Clarence Thomas of the Supreme Court of the United States issued a statement in connection with denying a writ of certiorari in connection with Petitioners operation of a medical marihuana dispensary in Colorado, as state law permitted, which in the petition of the Petitioner were unfairly treated and taxed under Section § 280E of the IRS Tax Code for its intrastate operations. *Standing Akimbo, LLC v United States*, 594 US \_\_\_\_\_ (2021). In *Akimbo*, Justice Thomas acknowledged how much times have changed with 36 States allowing medicinal marihuana use and 18 of those States also allowing recreational use from 16 years prior when the attitude toward the drug and enforcement thereof by the federal government were much more in lock step with the States and vice versa. Justice Thomas recognized that over the past years the Federal Government's current approach is a half-in, half-out regime that simultaneously tolerates and forbids local use of marihuana concluding that federal pot laws and policies may now be obsolete, stating: "A prohibition on intrastate use or cultivation of

marijuana may no longer be necessary or proper to support the Federal Government's piecemeal approach." A copy of the *Akimbo* denial is attached as **Exhibit 2**.

The piecemeal attempts at regulating under the MMMA by various cities and townships in Michigan have created the same question raised by Justice Thomas and should result in recognition that the MMMA expressly preempts local rule, especially in the case of the Ordinance Ceiling.

In the spirit of *Akimbo* and, for the reasons set forth above, this Court must GRANT Plaintiff's Ex Parte Verified Motion for Show Cause Hearing (a copy of the proposed Order is attached as **Exhibit I** to the Verified Complaint) where Defendant must appear and show cause why the Ordinance and/or the Ordinance Ceiling is not declared and adjudged void *ab initio* for violating MZEA and/or the MMMA or, alternatively, issue to Plaintiff his caregiver license and/or stay any enforcement of the Ordinance pending the resolution of this Lawsuit.

Dated: July 21, 2021

Respectfully submitted,

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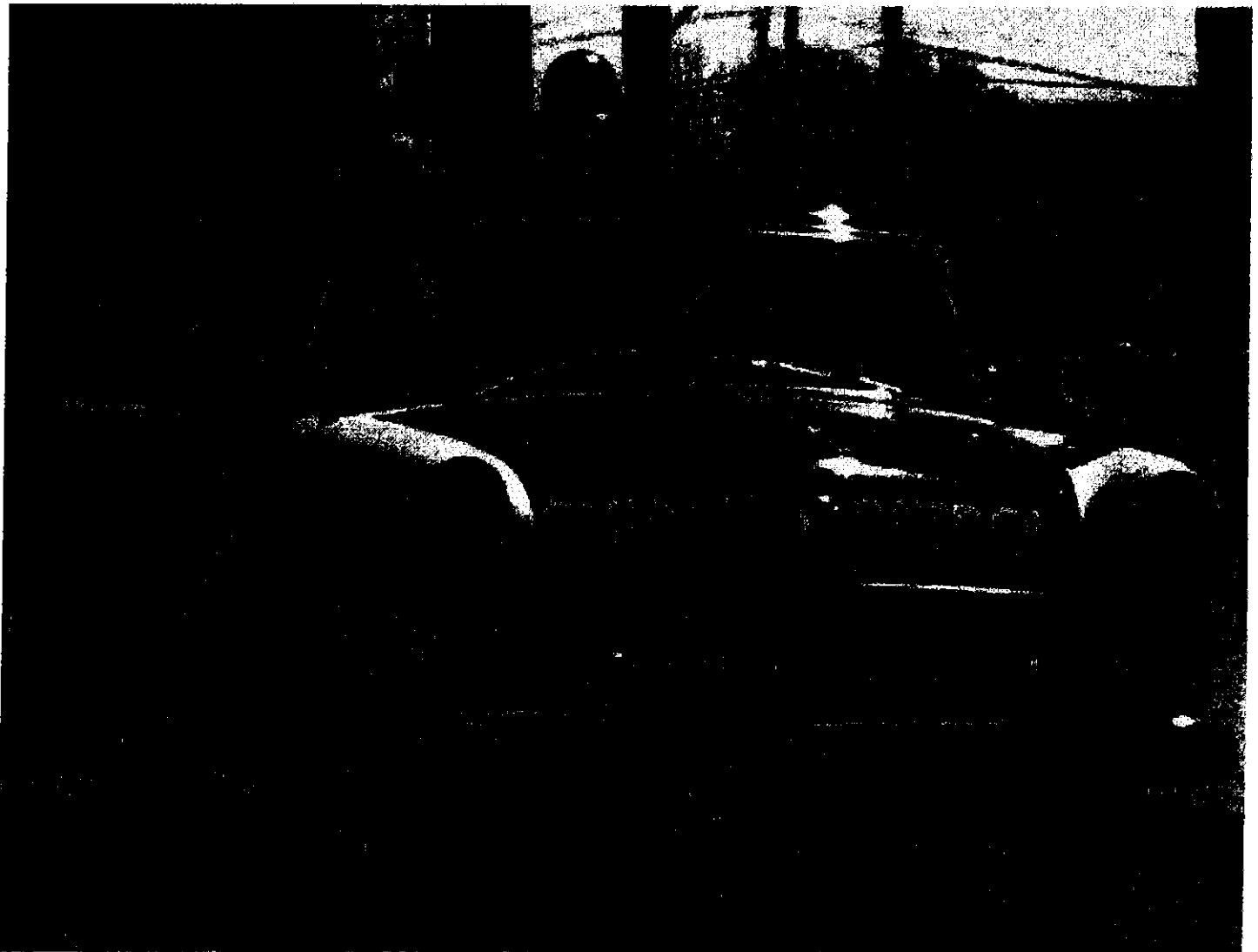
# **EXHIBIT 1**

# Zoning and police power ordinances are not the same, and should not be mixed together

Kurt H. Schindler, [Michigan State University Extension](#) - June 19, 2014

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There are three types of ordinances local government might adopt. Important to focus on the difference between police power ordinances and zoning ordinances.



An ordinance is a law adopted by a township, village, city or county. There are different types of ordinances that a local government might adopt, and the process and procedures to adopt each are very different. There are generally three types of ordinances:

- Police power ordinance (sometimes just called “an ordinance”)
- Zoning ordinance
- Budget or appropriations ordinance (also known by other names) (might also include personnel rules, or addressing for 9-1-1.)

In Michigan, local governments do not have authority to do anything unless the state legislature delegates that authority. General police power ordinance authority is extended to Michigan’s municipalities (township, village and city). But counties have very limited –almost no – police power ordinance authority. All governments have the ability to adopt ordinances dealing with internal affairs, such as adopting the annual budget. That ordinance would include the budget amounts for that government, and may also include the rules and policies for management of the budget through the coming year.

A zoning ordinance can be adopted by a township, village, city or county. The authority from the state for zoning comes from the Michigan Zoning Enabling Act (MZEA). Often, Michigan State University Extension educators are explaining the difference between a zoning ordinance and a police power ordinance.

There is a difference. Knowing which is which is very important. It is important not to go too far in mixing elements of each together. This is because the process to create and adopt a zoning ordinance (hearings, notices, based on a plan, appeals, nonconformities and much more) is designed to place many legal due process and property rights protections on zoning. This is because zoning regulates the use of land, and as a nation we value private property rights. So when government regulates land use, there are many more hoops through which the regulators need to jump. Police power ordinances do not have as rigorous of a process. As a result, if a government in fact regulates land use, but adopts the ordinance as though it is, and calls it a “police power ordinance” courts are not likely to uphold it. So, then, what is the difference between police power and zoning ordinances?

First, a zoning ordinance must be based on a master plan. That master plan has to be

adopted pursuant to the Michigan Planning Enabling Act. Police power ordinances do not have such a requirement. The process of adopting a master plan also has those same safeguards: a process that involves public involvement, hearings, notices and much more. (See the article "Consider government planning at two levels: internal plans and plans for the entire community" to learn the difference between master plans and local government's internal plans.)

Local government has the authority to adopt police power ordinances regulating the public health, safety and general welfare of persons and property. For example a "township board of a township may, at a regular or special meeting by a majority of the members elect of the township board, adopt ordinances regulating the public health, safety, and general welfare of persons and property, including, but not limited to fire protection, licensing or use of bicycles, traffic and parking of vehicles . . . ." (MCL 41.181).

A police power ordinance does not regulate the "**use of land**," rather; it regulates an "**activity**." Examples of "activity" include, among others, motor vehicle regulations, parking, health code, food safety, boats and marinas, blight, noise and junk. But in these examples, the ordinances should not regulate where activities are located.

A zoning ordinance, on the other hand, regulates "**use of land**." It might also regulate "activity," but if an ordinance has regulation of land use, then it must be adopted as, and called, a zoning ordinance.

The Michigan Supreme Court said, in *Square Lake Condo Ass'n v Bloomfield Twp*, 437 Mich 310 (1991), a zoning ordinance is defined as an ordinance which regulates the use of land and buildings according to districts, areas, or locations. The question whether or not a particular ordinance is a zoning ordinance **may be determined by a consideration of the substance of its provisions and terms, and its relation to the general plan of zoning in the city**. Examples of "land use" regulation include, among other, setbacks, parcel size, maximum structure height, building form and principal and accessory use of the land or use within buildings allowed within particular locations.

Courts have also recognized that "use of land" and "activities" of persons or business entities are neither absolute nor mutually exclusive. That means there will be grey areas in between the two types of ordinances. For example in one court case:

"Launching and docking boats on inland lakes are "activities," and the number of boats

that can be launched or docked is very much akin to a parking regulation on a residential street. It follows that since township parking regulations on residential streets are within the scope of a township's regulatory police power, *Belanger v Chesterfield Twp, supra* at 541 [96 Mich App 539, 541; 293 NW2d 622 (1980)], a township regulation of docking and launching boats on its inland lake is within the same scope of regulatory police power." (Brackets added)

Another aspect of zoning is the requirement that the regulation can never be retroactive. Existing land uses and activities must be allowed to continue. Those are called "nonconforming" uses, buildings or "parcels." See MSU (Michigan State University) Extension articles:

- Understanding nonconformity: Are you 'grandfathered' in?
- Zoning decisions travel with the land and are not temporary
- Zoning runs with the land, except when it doesn't

Police power ordinances, however, can be retroactive. Everyone, not just those doing new construction, may have to comply with the regulations in a police power ordinance. If the regulation of activity is in a zoning ordinance, then that regulation cannot be retroactive, as no regulations within a zoning ordinance can be retroactive. But the regulation of land use cannot be in a police power ordinance.

Further, in *Miller v Fabius Twp Bd*, 366 Mich 250 (1962) the court ruled a township cannot adopt a police power ordinance that conflicts with a county zoning ordinance. If that takes place, the county zoning ordinance has precedence. With any city, village, township or county ordinance, the MZEA reads the zoning "ordinance adopted under this act shall be controlling in the case of any inconsistencies between the ordinance and an ordinance adopted under any other law" (MCL 125.3210). However, in the case of a township, it has the option to adopt its own zoning ordinance, and if it does so then the township has divested the county of the power to zone (MCL 125.3209). The MZEA reads "... a township that has enacted a zoning ordinance under this act is not subject to an ordinance, rule, regulation adopted by a county under this act."

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## **EXHIBIT 2**

Statement of THOMAS, J.

**SUPREME COURT OF THE UNITED STATES**

STANDING AKIMBO, LLC, ET AL., *v.* UNITED STATES

ON PETITION FOR WRIT OF CERTIORARI TO THE UNITED  
STATES COURT OF APPEALS FOR THE TENTH CIRCUIT

No. 20–645. Decided June 28, 2021

The petition for a writ of certiorari is denied.

Statement of JUSTICE THOMAS respecting the denial of certiorari.

Sixteen years ago, this Court held that Congress’ power to regulate interstate commerce authorized it “to prohibit the local cultivation and use of marijuana.” *Gonzales v. Raich*, 545 U. S. 1, 5 (2005). The reason, the Court explained, was that Congress had “enacted comprehensive legislation to regulate the interstate market in a fungible commodity” and that “exemption[s]” for local use could undermine this “comprehensive” regime. *Id.*, at 22–29. The Court stressed that Congress had decided “to prohibit *entirely* the possession or use of [marijuana]” and had “designate[d] marijuana as contraband for *any* purpose.” *Id.*, at 24–27 (first emphasis added). Prohibiting any intrastate use was thus, according to the Court, “‘necessary and proper’” to avoid a “gaping hole” in Congress’ “closed regulatory system.” *Id.*, at 13, 22 (citing U. S. Const., Art. I, §8).

Whatever the merits of *Raich* when it was decided, federal policies of the past 16 years have greatly undermined its reasoning. Once comprehensive, the Federal Government’s current approach is a half-in, half-out regime that simultaneously tolerates and forbids local use of marijuana. This contradictory and unstable state of affairs strains basic principles of federalism and conceals traps for the unwary.

This case is a prime example. Petitioners operate a med-



Statement of THOMAS, J.

ical-marijuana dispensary in Colorado, as state law permits. And, though federal law still flatly forbids the intrastate possession, cultivation, or distribution of marijuana, Controlled Substances Act, 84 Stat. 1242, 1247, 1260, 1264, 21 U. S. C. §§802(22), 812(c), 841(a), 844(a),<sup>1</sup> the Government, post-*Raich*, has sent mixed signals on its views. In 2009 and 2013, the Department of Justice issued memorandums outlining a policy against intruding on state legalization schemes or prosecuting certain individuals who comply with state law.<sup>2</sup> In 2009, Congress enabled Washington D. C.'s government to decriminalize medical marijuana under local ordinance.<sup>3</sup> Moreover, in every fiscal year since 2015, Congress has prohibited the Department of Justice from “spending funds to prevent states’ implementation of their own medical marijuana laws.” *United States v. McIntosh*, 833 F.3d 1163, 1168, 1175–1177 (CA9 2016) (interpreting the rider to prevent expenditures on the prosecution of individuals who comply with state law).<sup>4</sup> That policy

<sup>1</sup>A narrow exception to federal law exists for Government-approved research projects, but that exception does not apply here. 84 Stat. 1271, 21 U. S. C. §872(e).

<sup>2</sup>See Memorandum from Dep. Atty. Gen. to Selected U. S. Attys., Investigations and Prosecutions in States Authorizing the Medical Use of Marijuana (Oct. 19, 2009); Memorandum from Dep. Atty. Gen. to All U. S. Attys., Guidance Regarding Marijuana Enforcement (Aug. 29, 2013). In 2018, however, the Department of Justice rescinded those and three other memorandums related to federal marijuana laws. Memorandum from U. S. Atty. Gen. to All U. S. Attys., Marijuana Enforcement (Jan. 4, 2018). Despite that rescission, in 2019 the Attorney General stated that he was “accepting the [2013] Memorandum for now.” Somerset, Attorney General Barr Favors a More Lenient Approach to Cannabis Prohibition, *Forbes*, Apr. 15, 2019.

<sup>3</sup>See Congress Lifts Ban on Medical Marijuana for Nation’s Capitol, Americans for Safe Access, Dec. 13, 2009.

<sup>4</sup>Despite the Federal Government’s recent pro-marijuana actions, the Attorney General has declined to use his authority to reschedule marijuana to permit legal, medicinal use. *E.g.*, *Krumm v. Holder*, 594 Fed. Appx. 497, 498–499 (CA10 2014) (citing §811(a)); Denial of Petition to Initiate Proceedings to Reschedule Marijuana, 81 Fed. Reg. 53688

Statement of THOMAS, J.

has broad ramifications given that 36 States allow medicinal marijuana use and 18 of those States also allow recreational use.<sup>5</sup>

Given all these developments, one can certainly understand why an ordinary person might think that the Federal Government has retreated from its once-absolute ban on marijuana. See, e.g., Halper, *Congress Quietly Ends Federal Government's Ban on Medical Marijuana*, L. A. Times, Dec. 16, 2014. One can also perhaps understand why business owners in Colorado, like petitioners, may think that their intrastate marijuana operations will be treated like any other enterprise that is legal under state law.

Yet, as petitioners recently discovered, legality under state law and the absence of federal criminal enforcement do not ensure equal treatment. At issue here is a provision of the Tax Code that allows most businesses to calculate their taxable income by subtracting from their gross revenue the cost of goods sold *and* other ordinary and necessary business expenses, such as rent and employee salaries. See 26 U. S. C. §162(a); 26 CFR. 1.61–3(a) (2020). But because of a public-policy provision in the Tax Code, companies that deal in controlled substances prohibited by federal law may subtract only the cost of goods sold, not the other ordinary and necessary business expenses. See 26 U. S. C. §280E. Under this rule, a business that is still in the red after it pays its workers and keeps the lights on might nonetheless owe substantial federal income tax.

As things currently stand, the Internal Revenue Service is investigating whether petitioners deducted business expenses in violation of §280E, and petitioners are trying to

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(2016).

<sup>5</sup>Hartman, *Cannabis Overview*, Nat. Conference of State Legislatures (June 22, 2021), <https://www.ncsl.org/research/civil-and-criminal-justice/marijuana-overview.aspx>. The state recreational use number does not include South Dakota, where a state court overturned a ballot measure legalizing marijuana. *Ibid.*

Statement of THOMAS, J.

prevent disclosure of relevant records held by the State.<sup>6</sup> In other words, petitioners have found that the Government's willingness to often look the other way on marijuana is more episodic than coherent.

This disjuncture between the Government's recent *laissez-faire* policies on marijuana and the actual operation of specific laws is not limited to the tax context. Many marijuana-related businesses operate entirely in cash because federal law prohibits certain financial institutions from knowingly accepting deposits from or providing other bank services to businesses that violate federal law. Black & Galeazzi, *Cannabis Banking: Proceed With Caution*, American Bar Assn., Feb. 6, 2020. Cash-based operations are understandably enticing to burglars and robbers. But, if marijuana-related businesses, in recognition of this, hire armed guards for protection, the owners and the guards might run afoul of a federal law that imposes harsh penalties for using a firearm in furtherance of a "drug trafficking crime." 18 U. S. C. §924(c)(1)(A). A marijuana user similarly can find himself a federal felon if he just possesses a firearm. §922(g)(3). Or petitioners and similar businesses may find themselves on the wrong side of a civil suit under the Racketeer Influenced and Corrupt Organizations Act. See, *e.g.*, *Safe Streets Alliance v. Hickenlooper*, 859 F.3d 865, 876–877 (CA10 2017) (permitting such a suit to proceed).

I could go on. Suffice it to say, the Federal Government's current approach to marijuana bears little resemblance to

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<sup>6</sup>In their petition for a writ of certiorari, petitioners contend that the lack of a deduction for ordinary business expenses causes the tax to fall outside the Sixteenth Amendment's authorization of "taxes on incomes." Therefore, they contend the tax is unconstitutional. That argument implicates several difficult questions, including the differences between "direct" and "indirect" taxes and how to interpret the Sixteenth Amendment. Cf. *National Federation of Independent Business v. Sebelius*, 567 U. S. 519, 570–571 (2012); *Taft v. Bowers*, 278 U. S. 470, 481–482 (1929). In light of the still-developing nature of the dispute below, I agree with the Court's decision not to delve into these questions.

## Statement of THOMAS, J.

the watertight nationwide prohibition that a closely divided Court found necessary to justify the Government's blanket prohibition in *Raich*. If the Government is now content to allow States to act "as laboratories" "and try novel social and economic experiments," *Raich*, 545 U. S., at 42 (O'Connor, J., dissenting), then it might no longer have authority to intrude on "[t]he States' core police powers . . . to define criminal law and to protect the health, safety, and welfare of their citizens." *Ibid*. A prohibition on intrastate use or cultivation of marijuana may no longer be necessary or proper to support the Federal Government's piecemeal approach.

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

JACK B. WOLFE, an individual,  
Plaintiff,

vs.

Case No. \_\_\_\_\_ CZ

Hon. \_\_\_\_\_

CITY OF TROY, a Michigan municipal corporation

**JURY DEMAND**

Defendant.

\_\_\_\_\_  
Jack B. Wolfe

In Pro Per

7071 Orchard Lake Road, Suite 250

West Bloomfield, MI 48322

(248) 228-6307 (c)

(248) 862-2018 (w)

(248) 928-5009 (f)

wolfejack19@gmail.com

**PROPOSED**

**EX PARTE ORDER GRANTING PLAINTIFF'S EX PARTE VERIFIED MOTION FOR  
SHOW CAUSE HEARING**

At a session of said Circuit Court, held in the Courthouse  
for the City of Pontiac, County of Oakland, Michigan,

ON: \_\_\_\_\_

PRESENT: HON. \_\_\_\_\_

This matter having come before this Court through Plaintiff's Verified Complaint for Declaratory and Injunctive Relief to Void Unconstitutional Troy Ordinance pertaining to Caregivers and Damages and Plaintiff's Ex Parte Verified Motion for Show Cause Hearing to Compel by Declaratory Judgment the Issuance by Defendant to Plaintiff of a Caregiver License and/or Stay Enforcement of Defendant's Caregiver Ordinance against Plaintiff during the pendency of this lawsuit ("Lawsuit"), this Court having reviewed the Verified Complaint and

Exhibits thereto, Ex Parte Verified Motion and the Brief in Support thereof with Exhibits thereto, and this Court otherwise being fully advised in the premises;

IT IS HEREBY ORDERED that Plaintiff's Ex Parte Verified Motion for Show Cause Hearing is **GRANTED**, as follows:

IT IS HEREBY ORDERED that a Show Cause Hearing ("SCH") is scheduled for **August 11, 2021, at 9:00 in the a.m.** before the Honorable \_\_\_\_\_, at the Oakland County Circuit Court, in Courtroom \_\_\_\_\_, wherein Defendant, City of Troy, is required to appear and SHOW CAUSE as to why this Court should not:

1. Declare and adjudge that the 2018 Chapter 104, *Medical Marihuana Grow Operation License Ordinance* for the City of Troy (the "Ordinance") regarding licensing Caregivers secured locked facilities for cultivation located in the City's IB zoned districts and limiting caregiver licenses to thirty-six (36) caregivers (the "Ceiling") was improperly presented, voted on and enacted as a use of the City's police powers to protect the health safety and welfare of the City when no emergency existed and the Ordinance was presented as a use of police power to avoid compliance with the Michigan Zoning Enabling Act ("MZEA"), MCL § 125.3101 *et. seq.*, and is, therefore, void *ab initio*;

2. Declare and adjudge that the Ordinance was a use of the City's zoning powers and did not comply with MZEA, as follows:

(a). The lack of notice(s) and the lack of any hearing(s) pertaining to the Ordinance prior to its enactment violated MZEA rendering the Ordinance void *ab initio*; and/or

(b). Alternatively, if the notice and hearing violations of MZEA did not render the Ordinance void, declare and adjudge that Plaintiff must be allowed to continue caregiver growing at the Badder Facility as that use existed at the time of the enactment of the Ordinance and the City did not have the authority to "take" this nonconforming use by the language of the Ordinance and, pursuant to the MZEA, the use must be grandfathered into the Ordinance as a nonconforming use;

IT IS HEREBY FURTHER ORDERED that notwithstanding the impact of violating MZEA by the enactment of the Ordinance, enter at the SCH declaratory judgment in favor of Plaintiff and against Defendant that the Ordinance, and specifically the Ceiling, directly conflicts

with and is otherwise field preempted by the 2008 initiative Michigan Medical Marihuana Act, MCL §§ 333.26421 et. seq. ("MMMA");

IT IS HEREBY FURTHER ORDERED this Court shall declare and adjudge the City Ordinance violations of the MMMA renders the Ordinance void *ab initio*.

IT IS HEREBY FURTHER ORDERED that, alternatively, at the SCH, strike down the Ordinance Ceiling, which limits caregiver licenses issued by the City to no more than 36 caregiver licenses, as expressly preempted by MMMA and, pursuant to *DeRuiter*, order Defendant to issue a caregiver license to Plaintiff;

IT IS HEREBY FURTHER ORDERED that at the SCH, notwithstanding entering judgment(s) as requested above, grant preliminary injunctive relief staying enforcement of the Ordinance as to Plaintiff during the pendency of this Lawsuit; and

IT IS FURTHER ORDERED that this Ex Parte Order for Show Cause Hearing, together with the Verified Complaint and Verified Motion with Brief in Support thereof and all Exhibits attached to the pleadings and motion shall be served upon Defendant within seven (7) days of the Show Cause Hearing with Proof of Service filed on or before the hearing date.

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CIRCUIT COURT JUDGE



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

J-07

## CITY COUNCIL AGENDA ITEM

Date: August 30, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Richard Riesterer, Fire Chief  
Paul Firth, Assistant Fire Chief / Fire Marshal

Subject: Firework Display Permit – St. Joseph Chaldean Catholic Church “Feast of the Holy Cross” Celebration

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### **History**

St. Joseph Chaldean Catholic Church, of Troy, Michigan, has submitted a permit application for a public firework display, which will be using consumer fireworks, to support a local church celebration, “Feast of the Holy Cross.” St. Joseph Chaldean Catholic Church is requesting the Troy City Council grant a permit for a public firework display to occur on Tuesday September 14, 2021, at 8:00 PM. The St. Joseph Chaldean Catholic Church site is large enough to accommodate the necessary distances required for the display.

### **Legal Considerations**

Michigan law requires that before anyone can conduct a public firework display, a permit must be obtained from the local unit of government. The law states that any person or group that would like to conduct a public firework display must apply to the local unit of government for a permit. The law defines local unit of government as the council or commission of a city or village, or the township board of a township. St. Joseph Chaldean Catholic Church, therefore, is requesting that City Council grant a permit for a public firework display, which will be using consumer fireworks, to occur at St. Joseph Chaldean Catholic Church, on the evening of Tuesday September 14, 2021. St. Joseph Chaldean Catholic Church has provided the required proof of insurance in the amount of \$1M.

### **Recommendation**

The Fire Department has reviewed the permit application and recommends that City Council approve a permit for the display of consumer grade fireworks. Enclosed for Council’s review is the permit application and supporting documentation. The Fire Department will inspect the display and ensure that adequate safety measures are applied.

### **Legal Review**

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





500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## FIREWORKS PERMIT APPLICATION

Fire Prevention Division  
248.524.3419

This permit application is for the ignition, discharge, and use of consumer fireworks; agricultural or wildlife fireworks; articles pyrotechnic; display fireworks; or special effects fireworks, in the City of Troy, at the listed location as defined by Michigan Act 256, PA 2011, titled, "Michigan Fireworks Safety Act" and stipulated by Troy City Code, Chapter 93, titled "Fire Prevention." This application permit must be filed no less than 30 days prior to the intended date of such ignition, discharge, or use, and shall be accompanied by a site plan and product inventory. A **\$180.00** application fee is to be paid upon submittal of this application. Make check or money order payable to the City of Troy. The approved permit shall expire 10 days from the date of issue and shall be on site while fireworks are being used. **Fireworks shall not be discharged between the hours of 11PM and 8AM.**

Application Date: 08/18/21

Applicant Name: Saint Joseph Chaldean Catholic Church Date of Birth: \_\_\_\_\_

Applicant Address: 2442 E Big Beaver Rd, Troy, MI 48083 Phone: (248) 974-6143

Date(s) of Use: 09/14/21 to: 09/14/21 Time(s) of Use: 8:00 pm to: 8:20 pm

Address of where fireworks are to be used: 2442 E Big Beaver Rd, Troy, MI 48083

### ITEMS TO SUBMIT *(Electronically, If Possible):*

Fireworks Description: ☒ Insurance Documents: ☒ Site Plan: ☒ HMIS: ☐

I hereby acknowledge that I have read this permit application and that the information given is correct. I understand that if approved, the permit is non-transferable. I further understand that the permit application fee is non-refundable and will not be returned if this application is denied.

This permit application shall include an approved Hazardous Materials Inventory Statement (HMIS) upon submittal and may be subject to associated fees, payable to the City of Troy, upon issuance of this permit. The HMIS, and its directions, can be found on the internet at: [http://troymi.gov/departments/fire\\_department/permit\\_applications.php](http://troymi.gov/departments/fire_department/permit_applications.php)

Applicant Signature: [Signature] Date Signed: 08-18-21

(This section to be completed by Fire Department)

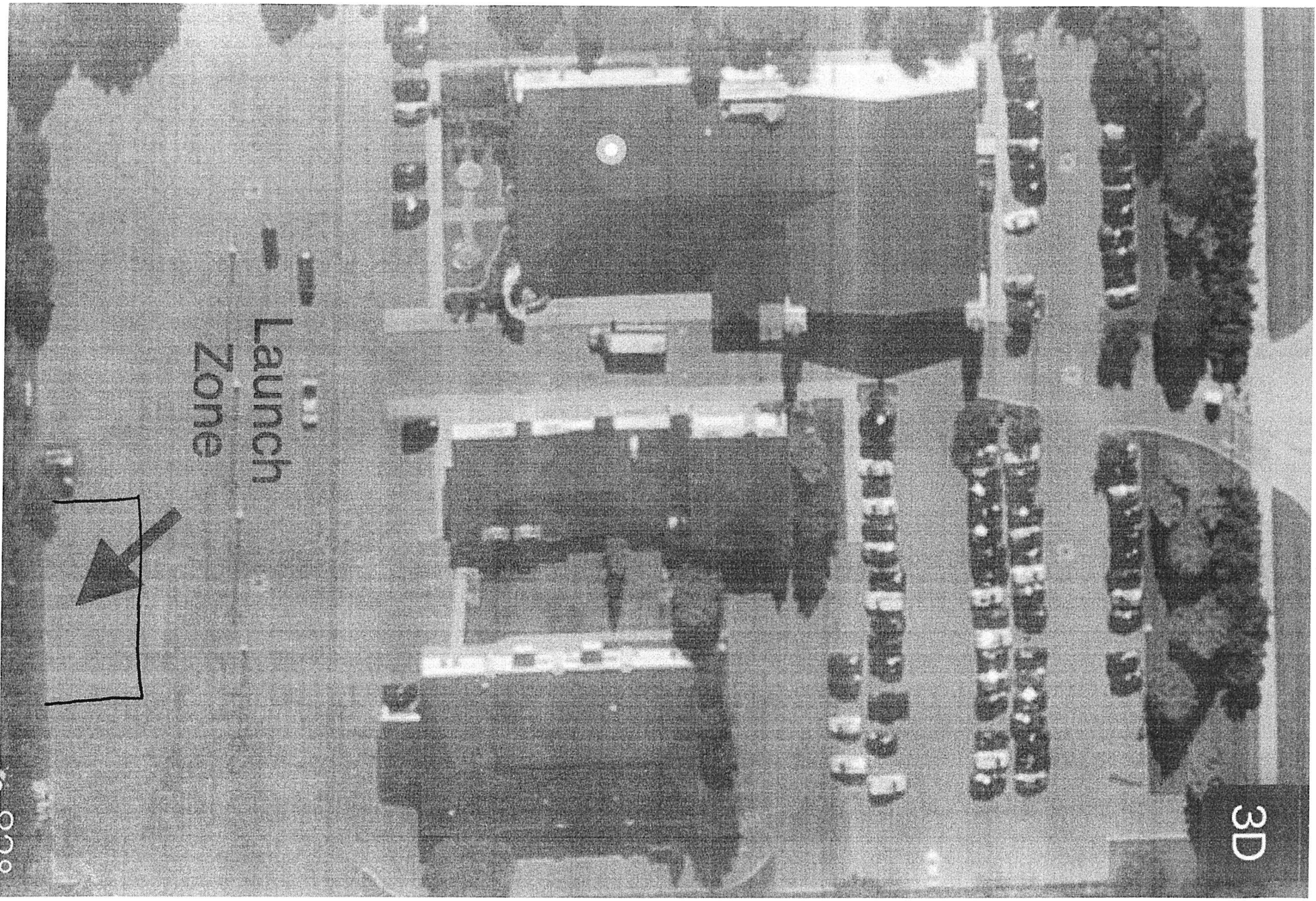
Inspection Date: \_\_\_\_\_ Requirements Met: Yes \_\_\_\_\_ No \_\_\_\_\_

Inspector: \_\_\_\_\_ Permit Approved: Yes \_\_\_\_\_ No \_\_\_\_\_ Date: \_\_\_\_\_

Permit Issue Date: \_\_\_\_\_ Permit #: \_\_\_\_\_ Premise #: \_\_\_\_\_

Terms & Conditions: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> SUE ABRO AGENCY 45876 SCHOENHERR RD. SHELBY TWP MI 48315		<b>CONTACT NAME:</b> SUE ABRO <b>PHONE (A/C, No, Ext):</b> 586-323-3276 <b>E-MAIL ADDRESS:</b> SABRO@FBINSMI.COM <b>FAX (A/C, No):</b> 586-799-7210		
<b>INSURED</b>  ST JOSEPH CATHOLIC CHALDEAN PARISH 2442 E BIG BEAVER RD TROY MI 48083		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A: FARM BUREAU INSURANCE		21547
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S-2701384	07/17/2021	07/17/2022	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
			\$				
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ 10,000			U-2701385	07/17/2021	07/17/2022	EACH OCCURRENCE \$ 1,000,000
			AGGREGATE \$ 1,000,000				
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
			E.L. EACH ACCIDENT \$				
			E.L. DISEASE - EA EMPLOYEE \$				
			E.L. DISEASE - POLICY LIMIT \$				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability, the following are named as additional insured in respects to negligence of the named insured:  
The City of Troy and all its elected and appointed officials, boards, committees, volunteers, and/or other authorities.

**CERTIFICATE HOLDER****CANCELLATION**

ST JOSEPH CATHOLIC CHALDEAN PARISH  
2442 E BIG BEAVER RD  
TROY MI 48083

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**Saint Joseph Chaldean Catholic Church**  
**Fireworks Description**

**200 Gram Repeater**

**500 Gram Repeater**

**Reloadable Mortars**

**Fountains**



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

J-08

## CITY COUNCIL AGENDA ITEM

Date: August 30, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Richard Riesterer, Fire Chief  
Paul Firth, Assistant Fire Chief / Fire Marshal

Subject: Firework Display Permit – 2021 Troy Family Daze Festival

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### **History**

Great Lakes Fireworks, LLC of Eastpointe, Michigan, has submitted a permit application for a public firework display to support the annual Troy Family Daze Festival. North Woodward Community Foundation / Troy Family Daze Festival Committee and Great Lakes Fireworks are requesting the Troy City Council grant a permit for a public firework display to occur on Saturday September 18, 2021, with a rain date of Sunday September 19, 2021, at 9:30 PM. The fireworks will be discharged from the west side of the Troy Community Center, located at 3179 Livernois, Troy, MI. The Community Center property is large enough to accommodate the necessary distances required for the display.

### **Legal Considerations**

Michigan law requires that before anyone can conduct a fireworks display, a permit must be obtained from the local unit of government. The law states that any person or group that would like to conduct a fireworks display must apply to the local unit of government for a permit. The law defines local unit of government as the council or commission of a city or village, or the township board of a township. Great Lakes Fireworks, LLC, therefore, is requesting that City Council grant a permit for a public firework display to occur at the Troy Community Center, on the evening of Saturday September 18, 2021, with a rain date of Sunday September 19, 2021, at 9:30 PM. Great Lakes Fireworks, LLC has provided the required proof of insurance in the amount of \$5M.

### **Recommendation**

The Fire Department has reviewed the permit application and recommends that City Council approve a firework permit for Great Lakes Fireworks, LLC. Enclosed for Council's review is the permit application and supporting documentation, along with the permit itself to be signed and issued. The Fire Department will inspect the display and ensure that adequate safety measures are enforced.

### **Legal Review**

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



500 West Big Beaver  
Troy, MI 48064  
troymi.gov

## FIREWORKS PERMIT APPLICATION

Fire Prevention Division  
248.524.3419

This permit application is for the ignition, discharge, and use of consumer fireworks; agricultural or wildlife fireworks; articles pyrotechnic; display fireworks; or special effects fireworks, in the City of Troy, at the listed location as defined by Michigan Act 256, PA 2011, titled, "Michigan Fireworks Safety Act" and stipulated by Troy City Code, Chapter 93, titled "Fire Prevention." This application permit must be filed no less than 30 days prior to the intended date of such ignition, discharge, or use, and shall be accompanied by a site plan and product inventory. A **\$180.00** application fee is to be paid upon submittal of this application. Make check or money order payable to the City of Troy. The approved permit shall expire 10 days from the date of issue and shall be on site while fireworks are being used. **Fireworks shall not be discharged between the hours of 11PM and 8AM.**

Application Date: 08/03/21

Applicant Name: Troy Family Daze Festival / Troy Community foundation Date of Birth: \_\_\_\_\_

Applicant Address: P. O. Box 861 Troy MI 48099 Phone: (248) 840-0066

Date(s) of Use: 09/18/21 to: 09/19/21 Time(s) of Use: 9:30 pm to: 10:00 pm

Address of where fireworks are to be used: 3179 Livernois, Troy MI 48084 Athletic Field

### ITEMS TO SUBMIT *(Electronically, If Possible):*

Fireworks Description: ☒ Insurance Documents: ☒ Site Plan: ☒ HMIS: ☒

I hereby acknowledge that I have read this permit application and that the information given is correct. I understand that if approved, the permit is non-transferable. I further understand that the permit application fee is non-refundable and will not be returned if this application is denied.

This permit application shall include an approved Hazardous Materials Inventory Statement (HMIS) upon submittal and may be subject to associated fees, payable to the City of Troy, upon issuance of this permit. The HMIS, and its directions, can be found on the internet at: [http://troymi.gov/departments/fire\\_department/permit\\_applications.php](http://troymi.gov/departments/fire_department/permit_applications.php)

Applicant Signature:  Date Signed: 8/3/21

(This section to be completed by Fire Department)

Inspection Date: 9/18/2021 Requirements Met: Yes No

Inspector: 803/BOS Permit Approved: Yes No Date: \_\_\_\_\_

Permit Issue Date: \_\_\_\_\_ Permit #: PFW2021-006 Premise #: 0064-0080

Terms & Conditions: SUBJECT TO SITE VISIT

# 2021 Application for Fireworks Other Than Consumer or Low Impact

FOR USE BY LEGISLATIVE BODY  
OF CITY, VILLAGE OR TOWNSHIP  
BOARD ONLY

DATE PERMIT(S) EXPIRE:

Authority: 2011 PA 256

The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc. under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.

TYPE OF PERMIT(S) (Select all applicable boxes)

☐ Agricultural or Wildlife Fireworks

☒ Public Display

☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

☐ Articles Pyrotechnic

☒ Display Fireworks

☐ Private Display

NAME OF APPLICANT

North Woodward Community Foundation

ADDRESS OF APPLICANT

1120 E. Long Lake Rd, Troy, MI 48085

AGE OF APPLICANT 18 YEARS OR OLDER

☒ YES ☐ NO

NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER

ADDRESS OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER

IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)

ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)

TELEPHONE NUMBER

NAME OF PYROTECHNIC OPERATOR

Great Lakes Fireworks, LLC

ADDRESS OF PYROTECHNIC OPERATOR

3275 W. M-76, PO Box 276  
West Branch, MI 48661

AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER

☒ YES ☐ NO

NO. YEARS EXPERIENCE

20+

NO. DISPLAYS

200+

WHERE

Throughout Michigan

NAME OF ASSISTANT

TBD

ADDRESS OF ASSISTANT

AGE OF ASSISTANT 18 YEARS OR OLDER

☒ YES ☐ NO

NAME OF OTHER ASSISTANT

TBD

ADDRESS OF OTHER ASSISTANT

AGE OF OTHER ASSISTANT 18 YEARS OR OLDER

☒ YES ☐ NO

EXACT LOCATION OF PROPOSED DISPLAY

3179 Livernois, Troy, MI 48085, on athletic field west of building

DATE OF PROPOSED DISPLAY

9/18/21 (Rain: 9/19/21)

TIME OF PROPOSED DISPLAY

Approx. 10:00pm

MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT

Stored at federally licensed facility until date of display.

AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT)

\$5,000,000

NAME OF BONDING CORPORATION OR INSURANCE COMPANY

McGowan Allied Specialty

ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY

140 Fountain Parkway, North Suite 570 St Petersburg FL 33176

NUMBER OF FIREWORKS

Approx. 500

KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)

3" shells

Approx. 200

4" shells

Approx. 4

Various barrage cakes 3" and smaller

SIGNATURE OF APPLICANT

*Al Lindsey*

DATE

8/3/21

## 2021 Permit for Fireworks Other Than Consumer or Low Impact

Authority: 2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc. under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.
------------------------	---

*This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of an at the place listed below only through permit expiration date.*

TYPE OF PERMIT(S) (Select all applicable boxes) <input type="checkbox"/> Agricultural or Wildlife Fireworks <input type="checkbox"/> Articles Pyrotechnic <input checked="" type="checkbox"/> Display Fireworks  <input checked="" type="checkbox"/> Public Display <input type="checkbox"/> Private Display  <input type="checkbox"/> Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes		FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY.  PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION)
NAME OF PERSON PERMIT ISSUED TO <b>North Woodward Community Foundation</b>		AGE (18 YEARS OR OLDER) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
ADDRESS OF PERSON PERMIT ISSUED TO <b>1120 E. Long Lake Rd, Troy, MI 48085</b>		
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION		
ADDRESS		
NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary) <b>Approx. 500 3" shells</b> <b>Approx. 200 4" shells</b> <b>Approx. 4 Various barrage cakes 3" and smaller</b>		
EXACT LOCATION OF DISPLAY OR USE <b>3179 Livernois, Troy, MI 48085, on athletic Field west of building</b>		
CITY, VILLAGE, TOWNSHIP <b>Troy</b>	DATE <b>9/18/21</b> <b>(Rain: 9/19/21))</b>	TIME <b>Approx. 10:00pm</b>
BOND OF INSURANCE FILED <b>Yes</b>		AMOUNT <b>\$5,000,000</b>

Issued by action of the Legislative Body of a  <input type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Township of _____ on the _____ day of _____, 2021.  <div style="text-align: center; font-size: small;">         _____          (Signature and Title of Legislative Body Representative)       </div>	
---	--

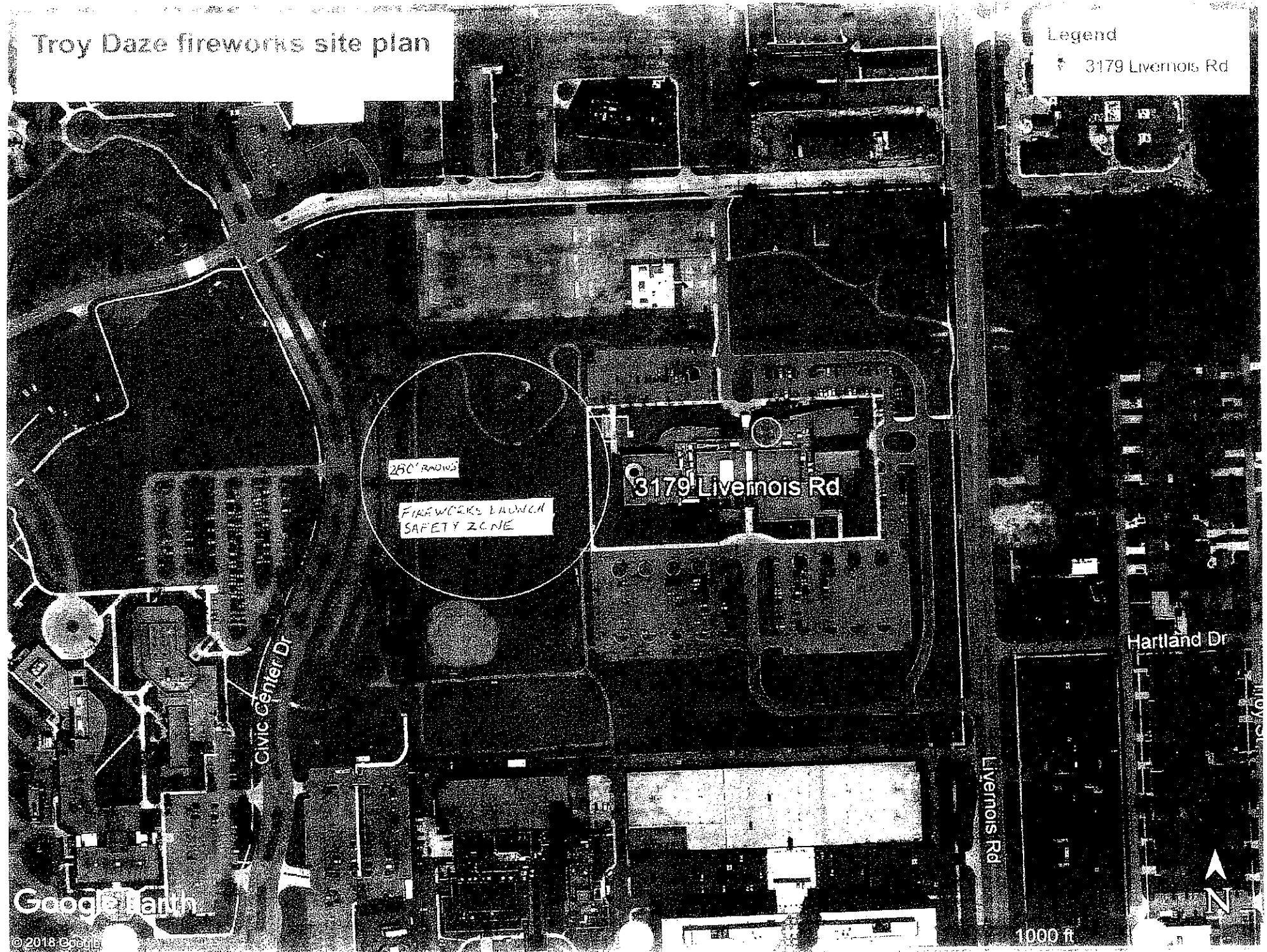
**\*THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT\***



# Troy Daze fireworks site plan

Legend

3179 Livernois Rd





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
McGowan Allied Specialty  
140 Fountain Parkway, North  
Suite 570  
St Petersburg FL 33176

CONTACT  
NAME: Mary Jo Picone  
PHONE (A/C, No, Ext): 727-547-3034 FAX (A/C, No): 727-367-2918  
E-MAIL  
ADDRESS: mpicone@mcgowanallied.com

License#: 973  
GREALAK-13

INSURED  
Great Lakes Fireworks, LLC  
24805 Marine  
Eastpointe MI 48021

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : T.H.E. Insurance Company	12866
INSURER B : Accident Fund Insurance Company of America	10166
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

**COVERAGES****CERTIFICATE NUMBER:** 666324225**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	CPP0100711-11	1/15/2021	1/15/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CPP0100711-11	1/15/2021	1/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Collision Ded \$ 1,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		ELP0010168-11 VL	1/15/2021	1/15/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 Excess Auto \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	ARP1200148040-02 MI	1/15/2021	1/15/2022	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess liability GL		ELP0011852-06 GL	1/15/2021	1/15/2022	Ea Occur/Agg Limit 4,000,000
A	Inland Marine / Hull		CPP0100711-11 CPP010071111	1/15/2021 1/15/2021	1/15/2022 1/15/2022	Hull Limit/Show Limit 250,000/500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Display Date: September 18, 2021 Rain Date: September 19, 2021

Location: Town Center Road, West of Civic Center Drive, Troy, MI 48085

RE: General Liability, the following are named as additional insured in respects to the negligence of the named insured:

The City of Troy and all its elected and appointed officials, boards, committees, volunteers, and/or other authorities

Cert # 21084

**CERTIFICATE HOLDER**

North Woodward Community Foundation  
1120 E. Long Lake Road, STE 205  
Troy MI 48085

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# GREAT LAKES FIREWORKS

3275 W. M-76 • West Branch, MI 48661 • Office: 989.726.5040 • Fax: 989.726.5041 • greatlakesfireworks.com

## COMMUNICATION SHEET

PLEASE COMPLETE AND RETURN WITH YOUR SIGNED CONTRACT

### CUSTOMER INFORMATION

Name North Woodward Community Foundation  
Address 1120 East Long Lake Rd, Suite 205  
Troy, MI 48085

### SHOW INFORMATION

Date September 14, 2019 **18 2021**  
Rain Date September 15, 2019 **19, 2021**  
Time Approx 9:30 pm

### FIRING SITE INFORMATION

Location Troy Community Center  
Address 3179 Livernois  
Troy, MI 48083  
Contact Al Lindsey  
Cell 248-840-0066

### AUTHORITY HAVING JURISDICTION

Fire Marshal / Fire Chief (Circle one)  
Name ~~Dave Roberts~~ Chuck RIESTERER  
Address 500 W. Big Beaver Rd  
Troy, MI 48084  
Cell/Office O: 248-524-3419

### CONTACT PERSON

Name Al Lindsey **3642 WAKEFIELD**  
Address 4420 East Long Lake Rd, Suite 205  
Troy, MI 48085 **48083**  
Cell/Office C: 248-840-0066  
Fax 248-743-0711  
Email alindsey1@comcast.net

### ALTERNATE CONTACT

Name ~~Doug Tietz~~ KAREN GREENWOOD  
Address 1120 East Long Lake Rd, Suite 205 **P.O BOX 861**  
Troy, MI 48085 **48099**  
Cell/Office Cell: 248-568-1234 **672-1777**  
Fax 248-743-0711  
Email doug@troycommunityfoundation.org

### DIRECTIONS TO SITE FROM MAJOR HIGHWAY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### INSURANCE

Contract/certificate holder name North Woodward Community Foundation  
Additionally insured names City of Troy  
\_\_\_\_\_  
\_\_\_\_\_

# GREAT LAKES FIREWORKS

3275 W. M-76 • West Branch, MI 48661 • Office: 989.726.5040 • Fax: 989.726.5041 • [greatlakesfireworks.com](http://greatlakesfireworks.com)

THIS CONTRACT AND AGREEMENT for the sale of fireworks made and concluded this 7th day of June 2021, and between GREAT LAKES FIREWORKS, LLC of Eastpointe, Michigan, (hereinafter referred to as "Great Lakes"), and North Woodward Community Foundation (hereinafter referred to as "Customer").

GREAT LAKES agrees:

1. To sell, furnish and deliver to Customer, fireworks to be exhibited on the following dates set forth and agreed upon at the time of signing this contract and Customer agrees to pay Great Lakes for the fireworks as follows.  
Display Date(s) 9/18/2021 Alternate Date(s) 9/19/2021  
Contract Amount: \$ 6,180 Fifty percent (50%) due upon signing the contract and balance due on date of display. All payments shall be made by draft or certified check payable to Great Lakes Fireworks, LLC. Great Lakes will assess a \$25.00 late charge and a 7% per annum late fee on balances not paid in full by the display date.
2. Great Lakes further agrees to furnish sufficiently trained personnel to present a display.
3. Great Lakes agrees to furnish Customer with liability insurance in the amount of \$5,000,000 and other coverages as identified in the COI attached.


CUSTOMER agrees:

4. To procure and furnish a suitable place to display said fireworks, to furnish the necessary police and fire protection, to secure all police, local, and state permits, and to arrange for any security bonds or insurance as required by law in their community when necessary.
5. Prior to, during, and immediately following the display, Customer shall be solely responsible to keep all persons (except employees of Great Lakes) out of the designated danger areas and behind safety zone lines and limits.
6. Immediately following the display, Great Lakes, to the best of its ability, will police the area for any misfires ("duds"). Great Lakes agrees to police the area again at "first light." Great Lakes will pick up misfires for disposal. If Customer must move misfires for safety reasons, Customer understands that the misfires are only to be handled by trained personnel. Customer is responsible for debris clean up and the relighting of any holes.
7. Customer agrees to hold harmless Great Lakes for any liability caused by other than the employees or products supplied by Great Lakes.

The PARTIES mutually agree:

8. Should inclement weather prevent firing of said display on the "Display Date(s)," then it will be understood the program is postponed and will be fired on the "Alternate Date(s)," and there will be a charge to cover the costs of the postponement of ten percent (10%) of the contract amount. If the program is not fired on either the "Display Date(s)" or the "Alternate Date(s)," then it will be understood the program is cancelled, and there will be an additional charge of ten percent (10%) of the contract amount to cover the cancellation costs.
9. Great Lakes reserves the exclusive right to make minor modifications and substitutions provided that such changes are reasonable and necessary and do not materially adversely affect price, time of delivery, functional character, or display performance.
10. If the location of the firing site, spectators' location, parking areas, or structures is deemed unsuitable or unsafe, Great Lakes may refuse to fire the display until conditions are corrected. If such conditions are not corrected, Great Lakes may cancel the display without further liability to the Customer for such cancellation.
11. In the event of fire, accident, strikes, delay, flood, act of God or other causes beyond the control of Great Lakes, which prevent the delivery of said materials, the parties hereto release each other from any and all performances of the covenants herein contained and from damages resulting from the breach thereof.

For: GREAT LAKES FIREWORKS, LLC

  
Bruce Tyree

Member

For: North Woodward Community Foundation

  
Name: KAREN GREENWOOD

Title: PRESIDENT

CITY OF TROY- FIRE DEPARTMENT  
HAZARDOUS MATERIALS INVENTORY STATEMENT

ENTER TODAY'S DATE	<b>August 12, 2021</b>		REPORT INFORMATION EXPIRES:		<b>August 12, 2022</b> 1 YEAR AFTER SUBMITTAL	
INFO ENTERED BY :	Barry Beltz	PHONE:	586-779-8062	X	When you have completed this document, save a copy on your computer. Then email a copy to the Troy Fire Dept at: <a href="mailto:fireplans@troymi.gov">fireplans@troymi.gov</a>	
E-MAIL ADDRESS:	<a href="mailto:glfpyro@sbcglobal.net">glfpyro@sbcglobal.net</a>					
SITE CONTACT:	Barry Beltz	PHONE:	586-779-8062	X		
SITE CONTACT PERSON E-MAIL ADDRESS:				P.F. #:		
FACILITY NAME:	Great Lakes Fireworks		FACILITY ADDRESS:		1611 Gray Road, West Branch, Mi 48661	
FACILITY PHONE:	(586) 779-8062		FACILITY FAX:		586-779-8439	
HMIS Document Version: <b>JANUARY 2015</b>				If you have <i>No Reportable Quantities</i> , place an "X" in this box:		

**ANY PRODUCT THAT APPEARS ON THE "EXTREMELY HAZARDOUS SUBSTANCE" LIST IS REPORTABLE IN ANY AMOUNT.  
THIS LIST CAN BE FOUND ON THE WEBSITE FOR MDEQ AT:**

[http://www.michigan.gov/documents/deq/deq-ead-sara-ehelist\\_305998\\_7.pdf](http://www.michigan.gov/documents/deq/deq-ead-sara-ehelist_305998_7.pdf)

CONSTRUCTION CLASSIFICATION:	OUTDOOR						USE GROUP:	NO GROUP						THIS ROW IS FOR FIRE DEPARTMENT USE ONLY.					
TOTAL BLDG SQUARE FOOTAGE:	0																		
							NFPA 704 (No. 0-4)			REPORTABLE QUANTITIES LIST ANNUAL MAXIMUM AMOUNT ON SITE			PHYSICAL STATE OF MATERIAL					ATTACH A MAP AND SHOW LOCATION	
PRODUCT (Trade) NAME	CHEMICAL NAME (IF MORE THAN ONE CHEMICAL, LIST "MIXTURE")	D.O.T. HAZ. CLASS.	PROD. CLASS.	E H S	DOT or UN/NA No.	C.A.S. NO.	H	F	R	GALS	LBS	CU. FT	L I Q	S O L	G A S	G R A N	P W D R	C R Y O	INSIDE / OUTSIDE / BOTH (IDENTIFY LOCATIONS ON PROVIDED SITE DRAWING)
Fireworks	See attached list and SDS										204								

# SDS: MULTI SHOT BARRAGE CAKES

## Freedom Fireworks Trading Co.,Ltd

### Hazard Communication Safety Data Sheet (SDS)

10<sup>th</sup>/F, Chamber of Commerce Building, Liuyangdadao, Liuyang City, Hunan Province, China 410300

Phone: 86-731-8364 2988 Fax: 86-731-8368 7528

UN0335 1.3G Display Fireworks

Date Prepared: Feb 16<sup>th</sup>, 2017

#### Section 1, Identification

##### Each device labels:

- (1): Commodity description in both Chinese and English for Multi-Shot Cakes
- (2): Warning labels for Multi-Shot Cakes
- (3): Distributor name and address, Manufacturer name and address, Produce date, Country of origin
- (4): D.G Classification Number (Fireworks UN0335 1.3G) label on each device.

##### Cartons information:

Cakes item No., Packing, Cakes item name, The same information as above section 1 part (3), Warning information, Order No., UN0335 1.3G, batch number, diamond 1.3G explosive mark label. Gross weight, Net weight, Proper Product EX number.

#### Section 2, Hazard(s) identification

Warning label show correctly and safely display fireworks is put on each cartons and devices, all devices well packed into A-grade cardboard carton.

Classification: Dangerous good non hazardous substances as per APA 87-1 standard.

Fire Hazard: Products contains pyrotechnic substances capable of burning or explosive with intense heat. Produces oxidizer typically use potassium perchlorate and copper oxide and sulfur etc.

Risk Phrase: Pyrotechnic produced may be irritating to the eyes and respiratory system.

#### Section 3, Composition/information on ingredients

##### Shells Main ingredients:

Potassium Perchlorate— $\text{KClO}_4$

Potassium Nitrate— $\text{KNO}_3$

Barium Nitrate— $\text{Ba}(\text{NO}_3)_2$

Strontium carbonate— $\text{SrCO}_3$



Sulfur— S  
Carbon— C  
Al+Mg Alloy  
LAC—C<sub>16</sub>H<sub>24</sub>O<sub>5</sub>  
Resin—C<sub>48</sub>H<sub>42</sub>O<sub>7</sub>  
PVC—(C<sub>2</sub>HCl)<sub>n</sub>  
Titanium--Ti  
Powder of polished glutinous rice

#### **Section 4, First-aid measures**

No chemical components are released during normal handling of this device. In normal use with adequate ventilation the smoke produced should not be a problem. However, ground level smoke generated during the shooting of public display shows may contain gases which may cause irritation of eyes and mucous membranes, prolonged inhalation of smoke should be avoided.

Swallowed: Not applicable

Eye: Hold eyes open and wash continuously with water for 15 minutes.  
Transport affected person to a doctor or a hospital.

Skin: Remove all contaminated clothing, including shoes. Wash affected areas with water.

Inhaled: Remove patient to fresh air, lay down and rest. If patient is not breathing, make sure airway is cleared and apply artificial respiration. Call doctor at once or transport patient to doctor or a hospital.

BURNS: Immerse affected area in cold water for 10 to 15 minutes. Bandage lightly with sterile dressing. Treat for shock if required. Transport to doctor or hospital.

ACUTE OR CHRONIC EXPOSURE: There have been no reports in the literature of detrimental health effects in workers from long term exposure to the substances composite in this product.

Persons with pre-existing respiratory conditions (i.e. asthma, emphysema, etc) should avoid inhalation of smoke. Move to fresh air and avoid further exposure to smoke and seek medical assistance.

#### **Section 5, Fire-fighting measures**

Do not fight explode fireworks, Fireworks will burn rapidly in the event of fire. If a large amount of fireworks are involved, allow them to burn and prevent spread of fire.

Cool pyrotechnic devices and/or package with water and remove them if possible. Do not use suffocation methods - devices contain their own oxygen. Do Not Smoke at any time when dealing with pyrotechnic devices!!!

### **Section 6, Accidental release measures**

In case of spillage, dampen powders with water. Sweep up any powders using natural fibre brushes and non ferrous dust pans not steel, or any material that could produce sparks or present a risk of static discharge.

Prolonged exposure to smoke generated during the shooting of this device may cause respiratory irritation, difficulty in breathing, headaches, nausea and irritation of eyes and may result in vomiting.

Carefully pick up spills with non-sparking and non-static producing tools. Supervision only by a person knowledgeable in explosives. Avoid skin contact. In case of contact with skin, wash hands immediately.

### **Section 7, Handling and storage**

No smoking and keep fire away. Store in a cool dry place, humidity should preferably be less than 70%. Avoid extreme temperatures. In particular sub-zero temperatures where freezing and re-thaw can alter the performance of the article.

**HANDLING:** Fireworks are explosive substances, thus should be handled with the utmost caution at all times. Never THROW ROLL , or use a HOOK on the cartons and never transport unpack, or store close to fire and hot items, such as a heater pipe. All persons who handle these fireworks should have had at least two years of supervised training with display fireworks and display fireworks safety. All persons who handle these fireworks should wear ear and eye protection and should wear fire retardant gear from their hardhats to fireproof boots. No persons under the age of 18 may be allowed access to fireworks or firing site at any time.

Conditions to Avoid: No open items, smoking and moisture in the vicinity of stored fireworks, avoid friction and impact.  
Incompatibility: Do not allow fireworks to get wet.

### **Section 8, Exposure controls/personal protection**

Eye Protection: None.



Respiratory Protection: None.

Skin Protection: Metal free and non-static producing clothes.

Other Protection: None.

Ventilation Recommended: Not required in open, unconfined areas.

### **Section 9, Physical and chemical properties**

Solubility in Water: Slight

Appearance and Odor: All pyrotechnic composition is contained in a cardboard casing. Usually they are cardboard balls or cardboard tubes individually or in a group combination.

Hazardous Decomposition Products: Smoke generated during the use of these devices may contain small amount of Carbon Monoxide, Hydrogen Sulfite and Nitrogen Oxides. Avoid prolonged inhalation of smoke.

### **Section 10, Stability and reactivity**

Stability: Stable

Thermal Stability Test Results: The test was performed on the Display Fireworks semi-finished and finished items at our factory and also tested by Liuyang CIQ laboratory. The device did not ignite, explode, or undergo any significant decomposition during heating at 75°C (167°F) for 48 hours.

Drop test results: The finished items /device from each batch of the order was performed by 12 meters high drop test by Liuyang CIQ laboratory. The device did not ignite, explode.

Hazardous Polymerization: Will Not Occur

### **Section 11, Toxicological information**

Inhalation: Yes, when shooting. (Refer to above Section 6)

Skin: No.

Ingestion: No.

### **Section 12: Ecological Information**

There have been no reports in the literature of detrimental ecological effects from exposure to the substances composite in this product.

### **Section 13: Disposal Considerations**

Disposal of unfired products should only be carried out by a licensed pyrotechnic waste disposal contractor. Provide that the products case can be

determined as free from explosives by a licensed pyrotechnician, the spent cases can go to licensed landfill.

#### **Section 14, Transport information**

Shipping name: Fireworks

Hazard Class: 1.3G

The local CIQ inspection bureau spot check every batch of cargos before any shipments. Then issue commodity inspection certificate and dangerous goods transport package identification for us to declare to the customs.

The containers usually ship to loading port by truck or by barge. Next they will be loaded to the vessel shipping to port of discharge by sea, then ship to place of delivery by rail. At last the consignee will pick it up by truck after finish customs clearance.

Pyrotechnics must travel within their original UN approved packaging.

#### **Section 15: Regulatory Information**

It is a regulation in every state or territory in US that a license is required to purchase, keep and use this product.

It is a requirement in every state and territory in US that notification be made to ATF, Police, Fire services, Safety authorities, of any intended display using display pyrotechnics.

#### **Section 16: Other Informaiton**

Manufacturer/ Supplier: Freedom Fireworks Trading Co.,Ltd.

Address: 10<sup>th</sup>/F, Chamber of Commerce Building, Liuyangdadao, Liuyang City, Hunan Province, China 410300

Telephone: +86 731 8364 2988

Fax: +86 731 8368 7528

Contact Person in emergency: Leonard Liu

# SDS: SHELLS

## Freedom Fireworks Trading Co.,Ltd

### Hazard Communication Safety Data Sheet (SDS)

10<sup>th</sup>/F, Chamber of Commerce Building, Liuyangdadao, Liuyang City, Hunan Province, China 410300

Phone: 86-731-8364 2988 Fax: 86-731-8368 7528

UN0335 1.3G Display Fireworks

Date Prepared: Feb 16<sup>th</sup>, 2017

#### Section 1, Identification

##### Each device labels:

- (1): Commodity description in both Chinese and English for SHELLS
- (2): Warning labels for SHELLS
- (3): Distributor name and address, Manufacturer name and address, Produce date, Country of origin
- (4): D.G Classification Number (Fireworks UN0335 1.3G) label on each device.

##### Cartons information:

Shells size, Shells item No., Packing, Shells item name, The same information as above section 1 part (3), Warning information, Order No., UN0335 1.3G, batch number, diamond 1.3G explosive mark label. Gross weight, Net weight, Product EX number.

#### Section 2, Hazard(s) identification

Warning label show correctly and safely display fireworks is put on each cartons and devices, all devices well packed into A-grade cardboard carton.

Classification: Dangerous good non hazardous substances as per APA 87-1 standard.

Fire Hazard: Products contains pyrotechnic substances capable of burning or explosive with intense heat. Produces oxidizer typically use potassium perchlorate and copper oxide and sulfur etc.

Risk Phrase: Pyrotechnic produced may be irritating to the eyes and respiratory system.

#### Section 3, Composition/information on ingredients

##### Shells Main ingredients:

Potassium Perchlorate—KClO<sub>4</sub>

Potassium Nitrate—KNO<sub>3</sub>

Strontium carbonate—SrCO<sub>3</sub>

Sulfur— S



Carbon— C  
Al+Mg Alloy  
LAC—C<sub>16</sub>H<sub>24</sub>O<sub>5</sub>  
Resin—C<sub>48</sub>H<sub>42</sub>O<sub>7</sub>  
PVC—(C<sub>2</sub>HCl)<sub>n</sub>  
Powder of polished glutinous rice

#### **Section 4, First-aid measures**

No chemical components are released during normal handling of this device. In normal use with adequate ventilation the smoke produced should not be a problem. However, ground level smoke generated during the shooting of public display shows may contain gases which may cause irritation of eyes and mucous membranes, prolonged inhalation of smoke should be avoided.

Swallowed: Not applicable

Eye: Hold eyes open and wash continuously with water for 15 minutes.  
Transport affected person to a doctor or a hospital.

Skin: Remove all contaminated clothing, including shoes. Wash affected areas with water.

Inhaled: Remove patient to fresh air, lay down and rest. If patient is not breathing, make sure airway is cleared and apply artificial respiration. Call doctor at once or transport patient to doctor or a hospital.

BURNS: Immerse affected area in cold water for 10 to 15 minutes. Bandage lightly with sterile dressing. Treat for shock if required. Transport to doctor or hospital.

ACUTE OR CHRONIC EXPOSURE: There have been no reports in the literature of detrimental health effects in workers from long term exposure to the substances composite in this product.

Persons with pre-existing respiratory conditions (i.e. asthma, emphysema, etc) should avoid inhalation of smoke. Move to fresh air and avoid further exposure to smoke and seek medical assistance.

#### **Section 5, Fire-fighting measures**

Do not fight explode fireworks, Fireworks will burn rapidly in the event of fire. If a large amount of fireworks are involved, allow them to burn and prevent

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Cool pyrotechnic devices and/or package with water and remove them if possible. Do not use suffocation methods - devices contain their own oxygen. Do Not Smoke at any time when dealing with pyrotechnic devices!!!

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### **Section 7, Handling and storage**

No smoking and keep fire away. Store in a cool dry place, humidity should preferably be less than 70%. Avoid extreme temperatures. In particular sub-zero temperatures where freezing and re-thaw can alter the performance of the article.

HANDLING: Fireworks are explosive substances, thus should be handled with the utmost caution at all times. Never THROW ROLL , or use a HOOK on the cartons and never transport unpack, or store close to fire and hot items, such as a heater pipe. All persons who handle these fireworks should have had at least two years of supervised training with display fireworks and display fireworks safety. All persons who handle these fireworks should wear ear and eye protection and should wear fire retardant gear from their hardhats to fireproof boots. No persons under the age of 18 may be allowed access to fireworks or firing site at any time.

Conditions to Avoid: No open items, smoking and moisture in the vicinity of stored fireworks, avoid friction and impact.

Incompatibility: Do not allow fireworks to get wet.

### **Section 8, Exposure controls/personal protection**

Eye Protection: None.

Respiratory Protection: None.

Skin Protection: Metal free and non-static producing clothes.



Other Protection: None.

Ventilation Recommended: Not required in open, unconfined areas.

### **Section 9, Physical and chemical properties**

Solubility in Water: Slight

Appearance and Odor: All pyrotechnic composition is contained in a cardboard casing. Usually they are cardboard balls or cardboard tubes individually or in a group combination.

Hazardous Decomposition Products: Smoke generated during the use of these devices may contain small amount of Carbon Monoxide, Hydrogen Sulfite and Nitrogen Oxides. Avoid prolonged inhalation of smoke.

### **Section 10, Stability and reactivity**

Stability: Stable

Thermal Stability Test Results: The test was performed on the Display Fireworks semi-finished and finished items at our factory and also tested by Liuyang CIQ laboratory. The device did not ignite, explode, or undergo any significant decomposition during heating at 75°C (167°F) for 48 hours.

Drop test results: The finished items /device from each batch of the order was performed by 12 meters high drop test by Liuyang CIQ laboratory. The device did not ignite, explode.

Hazardous Polymerization: Will Not Occur

### **Section 11, Toxicological information**

Inhalation: Yes, when shooting. (Refer to above Section 6)

Skin: No.

Ingestion: No.

### **Section 12: Ecological Information**

There have been no reports in the literature of detrimental ecological effects from exposure to the substances composite in this product.

### **Section 13: Disposal Considerations**

Disposal of unfired products should only be carried out by a licensed pyrotechnic waste disposal contractor. Provide that the products case can be determined as free from explosives by a licensed pyrotechnician, the spent cases can go to licensed landfill.

**Section 14, Transport information**

Shipping name: Fireworks

Hazard Class:1.3G

The local CIQ inspection bureau spot check every batch of cargos before any shipments. Then issue commodity inspection certificate and dangerous goods transport package identification for us to declare to the customs.

The containers usually ship to loading port by truck or by barge. Next they will be loaded to the vessel shipping to port of discharge by sea, then ship to place of delivery by rail. At last the consignee will pick it up by truck after finish customs clearance.

Pyrotechnics must travel within their original UN approved packaging.

**Section 15: Regulatory Information**

It is a regulation in every state or territory in US that a license is required to purchase, keep and use this product.

It is a requirement in every state and territory in US that notification be made to ATF, Police, Fire services, Safety authorities, of any intended display using display pyrotechnics.

**Section 16: Other Informaiton**

Manufacturer/ Supplier: Freedom Fireworks Trading Co.,Ltd.

Address: 10<sup>th</sup>/F, Chamber of Commerce Building, Liuyangdadao, Liuyang City, Hunan Province, China 410300

Telephone: +86 731 8364 2988

Fax: +86 731 8368 7528

Contact Person in emergency: Leonard Liu



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

J-09

## CITY COUNCIL AGENDA ITEM

Date: August 25, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Lisa Burnham, Controller  
Gert Paraskevin, Information Technology Director  
Stephanie Fleischer, Marketing Coordinator (City)  
Alyssa Firth, Marketing Coordinator (Recreation)  
Jenna Fillmore, Marketing Coordinator (Library)  
Emily Frontera, Purchasing Manager

Subject: Contract Amendment - Website Design Services

---

### History

In 2015, the City Manager's Office began an effort to rebrand the City. In May of 2016, the City began the process of redesigning and modernizing the City's website. After an RFP process the website contract was awarded to Revize of Troy, MI. (Resolution #2016-08-141). The City is currently at the five-year anniversary of the website redesign.

The contract with Revize includes a website revamp for the City, Recreation, and Troy Public Library sites. The contract includes updating the website calendar, language translator, news center social media integration, and more, as detailed in the attached agreement.

In order to further improve the end user experience, the City is requesting an amendment to the agreement to add desirable features. Recreation and Library want to update site maps so customers can easily find information they need. All three websites will include Interactive Fillable forms integrated with our Point and Pay online payment system.

### Purchasing

Pricing to implement new features and updates to the Library, Recreation and City websites has been secured from *Revize of Troy, MI* as detailed below:

One-time cost for added features	
Website site map update - Library	\$1,750
Website site map update - Recreation	1,120
Interactive Fillable Forms Feature	<u>4,500</u>
<b>Total one-time fee</b>	<b>\$7,370</b>
Annual fee for added feature:	
Forms Technical Support and Hosting	\$1,500
Annual Fee Under Existing Agreement	
Software Subscription, Tech Support, CMS Updates, Website Hosting	<u>\$8,900</u>
<b>Total annual fees</b>	<b>\$10,400</b>





500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## **CITY COUNCIL AGENDA ITEM**

### **Financial**

Funds are budgeted and available in the General Fund and Library Fund operating accounts.

### **Recommendation**

City management recommends amending the contract with *Revize of Troy, MI* to include the interactive fillable forms feature as well as the site map updates for a one-time estimated cost of \$7,370 and ongoing maintenance, support, updates and web hosting for an estimated annual cost of \$10,400.

## Revize Web Services Sales Agreement

This Sales Agreement is between City of Troy, Michigan ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179  
Date: 7-21-2021

<b>CLIENT INFORMATION:</b>		<b>REVIZE LLC:</b>
Company Name:	<u>City of Troy</u>	Revize Software Systems
Company Address:	<u>510 W. Big Beaver</u>	150 Kirts Blvd.
Company City/State/Zip:	<u>Troy, MI 48084</u>	Troy, MI 48084
Contact Name:	<u>Stephanie Fleischer 248-802-7571</u> <u>Stephanie.Fleischer@troymi.gov</u>	248-269-9263
Billing Dept. Contact:	<u>Emily Frontera 248-680-7291</u> <u>E.frontera@troymi.gov</u>	
CLIENT Website Address:	<u>www.troypl.org , https://troymi.gov/</u> <u>https://rec.troymi.gov/</u>	

The CLIENT agrees to purchase the following products and services provided by REVIZE:

<u>Quantity</u>	<u>Description</u>	<u>Price</u>
1	Revize Template Development, redesign for all 3 Troy websites: City Site, Library site - <i>includes integration of Library Market Calendar and Polaris Catalog Management (Book River home page integration)</i> , and Recreation Site:	Included
1	Library Migration and Sitemap Development – Sitemap Development and Content Migration Up to 350 Webpages and Documents (number on current site) onetime fee:	\$1,750
1	Recreation Site Migration and Sitemap Development – Sitemap Development and Content Migration Up to 224 Webpages and Documents (number on current site) onetime fee:	\$1,120
1	City Site Migration and Sitemap Development – ‘As Is’ (The current main navigation of your website will remain the same and will be moved over “as is” including all interior left navigations. The main navigation is also referred to as your top navigation. There will be no rearrangement of links/menus. You can easily edit the menu headings to say whatever you like)	Included
1	Revize Interactive Fillable Forms Feature, Includes Form setup, payment system integration, training and initial development of up to 3 Forms	\$4,500
1	Forms Technical Support and Hosting	\$1,500/year
1	Revize Annual Software Subscription, Tech Support, CMS Updates, Website Hosting, annual fee:	\$8,900
1	<b>Grand Total First Year</b>	<b>\$17,770.00</b>

**AGREED TO BY:**

**CLIENT**

**REVIZE**

**Signature of Authorized Person:**

\_\_\_\_\_

\_\_\_\_\_

**Name of Authorized Person:**

\_\_\_\_\_

***Dylan Johnston***

\_\_\_\_\_

**Title of Authorized Person**

\_\_\_\_\_

***Project Manager***

\_\_\_\_\_

**Date:**

\_\_\_\_\_

\_\_\_\_\_

Please sign and return to:

Thomas@revize.com

Fax 1-866-346-8880

**Terms:**

1. Payments: All Invoices are due upon receipt. Work begins upon receiving initial payment.
2. Revize requires a check for \$8,870 to start this project.
3. Additional content migration, if requested, is available for \$3 per web page or document.
4. Revize will provide unlimited Storage and Bandwidth for all 3 sites
5. This agreement is the only legal document governing this sale & Proper jurisdiction and venue for any legal action or dispute relating to this Agreement shall be the State of Michigan.
6. Both parties must agree in writing to any changes or additions to this Sales Agreement.
7. CLIENT understands that project completion date is highly dependent on their timely communication with Revize. CLIENT also agrees and understands that;
  - a. The primary communication tool for this project and future tech support is the Revize customer portal found at <https://support.revize.com>.
  - b. During the project, CLIENT will respond to Revize inquiries within 48 hours of the request to avoid any delay in the project timeline.
  - c. CLIENT understands that project timelines will be delayed if they do not respond to Revize inquiries in a timely manner.
8. 4 year agreement with free redesign of the website in year 4 of the agreement. This assumes the CLIENT agrees to 4 consecutive years of annual software subscription, tech support, CMS updates, and hosting.
9. CLIENT owns design, content, and will receive periodic updates to the CMS for the life of the contract.
10. Unless otherwise agreed, Revize does not migrate irrelevant records, calendar events, news items, bid results, low quality images, or data that can reasonably be considered non-conforming to new website layout.
11. Storage is limited only to relevant website data. Unreasonably large folders of documents or images are not permitted. Examples include, but are not limited to, plat/property maps, tax records, GIS data, etc.
12. After content migration, CLIENT is responsible for any additional content cleanup. This includes, but is not limited to, resizing photos, reformatting text, replacing photos/icons, consolidating unwanted content, adding

future calendar events, and general prep of the site before go live. CLIENT will also have the ability to add new photos, content, and pages.

13. This contract includes up to three (3) rounds of changes to the homepage and inner page mockup during phase 2 of the project. Client may purchase unlimited rounds of changes for an additional, one-time fee of \$500. Any design changes that occur after phase 2 that require changes to the code will be billed at \$125/hour, subject to the approval of CLIENT

## **Revize will integrate the following web applications into your website**

### **Citizen's Communication Center Apps**

- Document Center
- Email Notify
- FAQs
- Job Posting
- News Center with Facebook/Twitter Integration
- Online Forms
- Photo Gallery
- Quick Link Buttons
- Revize Web Calendar
- "Share This" Social Media Flyout App
- Sliding Feature Bar
- Language Translator

### **Citizen's Engagement Center Apps**

- Citizen Request Center with Captcha
- Online Bill Pay
- RSS Feed

### **Staff Productivity Apps**

- Agenda Posting Center
- Job Posting App
- Image Manager
- iCal Integration
- Link Checker
- Menu Manager
- Staff Directory
- Website Content Archiving
- Website Content Scheduling

### **Site Administration and Security Features**

- Audit Trail
- Auto Site Map Generator
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics
- Workflows by Department

## Mobile Device and Accessibility Features

- Font Size Adjustment
- Alt-Tags
- Responsive Website Design (RWD)

A meeting of the Troy Election Commission – Election Coordinating Committee was held January 29, 2021, virtually via GoToMeeting. City Clerk Dickson called the Meeting to order at 1:02 PM.

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**Roll Call:**

PRESENT: M. Aileen Dickson, Harry Philo, Ray Watts  
ABSENT: Rick West – Troy School District

---

**Approval of Election Coordinating of the Troy School District Agreement**

Resolution # EC-2021-01-001  
Motion by Watts  
Seconded by Philo

RESOLVED, That the Election Coordinating Committee of the Troy School District hereby **APPROVES** the Troy School District Election Coordinating Agreement, as submitted.

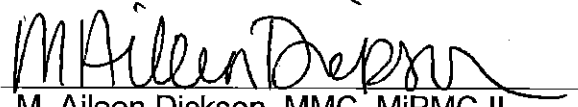
Yes: Dickson, Philo, Watts  
No: None  
Absent: West

**MOTION APPROVED**

---

**Adjournment:**

The meeting was **ADJOURNED** at 1:04 PM.

  
M. Aileen Dickson, MMC, MiPMC II  
City Clerk

# MINUTES



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## Retiree Healthcare Benefits Plan & Trust Board Meeting

May 12<sup>th</sup>, 2021 at 1:00 PM  
Electronic Remote Participation via Zoom Webinars  
(248) 524-3306  
[RHCPublicComments@troymi.gov](mailto:RHCPublicComments@troymi.gov)

### Roll Call

A meeting of the Retiree Healthcare Benefits & Trust Board of Trustees was held on **May 12<sup>th</sup>, 2021** with electronic remote participation via Zoom Webinars.

The meeting was called to order at 1:27 PM.

**Trustees Present:** Mark Calice  
Robert C Maleszyk  
Thomas Gordon  
Kurt Bovensiep  
David Hamilton  
Peter Dungjen

**Trustees Absent:** Mark F. Miller  
Mark Owczarzak

**Also Present:** Rebecca Sorensen – UBS Financial Management  
Darin McBride - UBS Financial Management  
Shazia Fatima  
Matthew McCue - FIN News/Emerging Manager Monthly

### Resolution to Conduct Electronic Meeting as printed in the Agenda Packet

#### Resolution # ER – 2021-05-02

Moved by: Bovensiep

Seconded by: Gordon

**RESOLVED**, that the resolution to conduct electronic meeting as printed in the agenda packet be **APPROVED**.

Yeas: - 6 – (Bovensiep, Gordon, Calice, Dungjen, Hamilton, Maleszyk)

Absent: - 1 - (Miller)

**Motion Passes**



**Public Comment**

None

**Minutes from the February 10<sup>th</sup>, 2021 Meeting**

**Resolution # ER- 2021-05-03**

Moved by: Bovensiep

Seconded by: Dungjen

**RESOLVED**, that the Minutes of the November 11<sup>th</sup>, 2020 meeting be **APPROVED**.

Yeas: - 6 – (Bovensiep, Dungjen, Hamilton, Gordon, Calice, Maleszyk)

Absent: - 1 - (Miller)

**Motion Passes**

**Regular Business**

- None

**Investments**

- **Investment Review – UBS Financial – Becky Sorensen**
  - Becky discussed portfolio performance noting the Net Returns Net of Fees as of March 31<sup>st</sup>, 2021 was as follows: MTD 1.70%; QTD 3.24% and 1-Yr 42.92%.
  - Performance as of April 30<sup>th</sup>, 2021 – Net Return Net of Fees was as follows: MTD 3.69%; QTD 7.07% and 1-Yr 35.80%.
  - Becky also reviewed the Asset Allocations.
  - Administrator Maleszyk congratulated Becky and Darin on behalf of the Board on receiving awards for Top Advisors in the State of Michigan by Forbes and SHOOK.

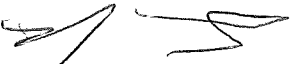
**Other Business**


- Councilman Hamilton inquired as to employee contribution to health care and how much are the health care costs for the year?
- Trustee Bovensiep inquired about having accrued benefits being available to families of employees who are deceased.
- Administrator Maleszyk will get back to the Board on these items in the next meeting.

**Adjourn**

The meeting was adjourned at 1:42 PM.

The next meeting is Wednesday, August 11<sup>th</sup>, 2021 at 1:00 PM.

  
\_\_\_\_\_  
Thomas Gordon II, Vice Chairman

  
\_\_\_\_\_  
Robert C Maleszyk, Administrator

**VOLUNTEER FIREFIGHTERS' INCENTIVE PLAN AND TRUST BOARD OF  
TRUSTEES MINUTES – FINAL – May 12<sup>th</sup>, 2021**



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

**Minutes**

**Volunteer Firefighters'  
Incentive Plan & Trust  
Board Meeting**

**May 12<sup>th</sup>, 2021 at 10:00 AM**

**Electronic Remote Participation via**

**GoToMeeting**

**(248) 524-3306**

**[VFIPPublicComments@troymi.gov](mailto:VFIPPublicComments@troymi.gov)**

A meeting of the Troy Volunteer Firefighters' Incentive Plan & Trust Board was held on May 12<sup>th</sup>, 2021 with electronic remote participation via GoToMeeting.

The meeting was called to order at 10:05 AM by Chairman Robert C Maleszyk.

**Trustees Present:**

Robert C Maleszyk  
Al Soriano (arrived 10:09 AM)  
Anthony Rosenblum (arrived 10:06 AM)  
Charles J Kniffen  
John H Foster  
David Hamilton

**Trustees Absent:**

Mark F Miller

**Also Present:**

Tim Brice – Graystone Consulting  
Amy Cole – Graystone Consulting  
Bob Alati – Graystone Consulting  
Chuck Riesterer  
Shazia Fatima

**Resolution To Conduct Electronic Meeting:**

**Resolution # VFIP – 2021-05-05**

Moved by: Hamilton

Seconded by: Foster

**RESOLVED**, that the resolution to conduct electronic meeting as printed in the agenda packet be **APPROVED**.

Yeas: - 4 - (Hamilton, Foster, Kniffen, Maleszyk)

Nays: - 0 -

Absent: - 3 - (Miller – Absent, Soriano – Late, Rosenblum – Late)

**VOLUNTEER FIREFIGHTERS' INCENTIVE PLAN AND TRUST BOARD OF  
TRUSTEES MINUTES – FINAL – May 12<sup>th</sup>, 2021**

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**Public Comment:**

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- None

**Minutes from February 10<sup>th</sup>, 2021:**

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**Resolution # VFIP – 2021-05-06**

Moved by: Foster

Seconded by: Kniffen

**RESOLVED**, that the Minutes of the November 11<sup>th</sup>, 2020 meeting be **APPROVED**.

Yeas: - 4 - (Kniffen, Foster, Hamilton, Maleszyk)

Nays: - 0 -

Absent: - 3 - (Miller – Absent, Soriano – Late, Rosenblum – Late)

**Retirement Requests:**

---

<b>Name</b>	Gary Daniels	Richard Lawson
<b>Type</b>	Deferred Participant	Deferred Participant
<b>Retirement Date</b>	March 13, 2021	March 2, 2015
<b>Service Credit</b>	17 Years 9 Months	14 years 10 Months
<b>Age</b>	60	60

**Resolution # VFIP – 2021-05-07**

Moved by: Hamilton

Seconded by: Kniffen

**RESOLVED**, that the Retirement Requests be **APPROVED**.

Yeas: - 5 - (Hamilton, Kniffen, Foster, Rosenblum, Maleszyk)

Nays: - 0 -

Absent: - 2 - (Miller – Absent, Soriano – Late)

**Regular Business:**

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- **Graystone Consulting Group Presentation**
  - **Market Review / Market Slides – Tim Brice**
    - Tim discussed the Russell Style and Market Capitalization Indices noting that value stocks outperformed growth stocks and small & midcap stocks outperformed large stocks.

## **VOLUNTEER FIREFIGHTERS' INCENTIVE PLAN AND TRUST BOARD OF TRUSTEES MINUTES – FINAL – May 12<sup>th</sup>, 2021**

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- He discussed the performance of the S&P 500 sectors noting that sectors such as Energy, Financials and Industrials have been dominant this quarter.
- He mentioned that supply and labor shortages has caused some inflation and concluded that international and emerging markets are starting to do well.
- **Investment Review – Amy Cole**
  - Amy presented the Performance Report as of March 31<sup>st</sup>, 2021.
    - Net Return Net of Fees was QTD: 3.48% and 1 year: 36.75%.
  - Amy presented the Performance Report as of April 30<sup>th</sup>, 2021.
    - Net Return Net of Fees was QTD: 3.32% and YTD: 6.91%.
  - She presented the Asset Allocation and Manager Performance noting that we will remain overweight to Equities.
- **Recommendations:**
  - To take \$500,000 from Domestic Equities – (\$150,000 from Winslow; \$100,000 from Delaware; \$250,000 from Vanguard Total Market) and reallocate \$220,000 to International Equities – (\$65,000 to ClearBridge International Growth; \$65,000 to Delaware International Value; \$60,000 to iShares MSCI EAFE; \$30,000 to iShares Emerging Markets), \$100,000 to Fixed Income – Blackrock Strategic Inc, and \$180,000 to Vanguard Real Estate.

### **Resolution # VFIP – 2021-05-08**

Moved by: Soriano

Seconded by: Kniffen

**RESOLVED**, to rebalance the portfolio as printed above be

**APPROVED.**

Yeas: - 6 - (Soriano, Kniffen, Foster, Rosenblum, Hamilton, Maleszyk)

Nays: - 0 -

Absent: - 1 - (Miller)

- To Sell all positions in Delaware Large Cap Value and buy positions in Aristotle for no additional cost

### **Resolution # VFIP – 2021-05-09**

Moved by: Kniffen

Seconded by: Soriano

**VOLUNTEER FIREFIGHTERS' INCENTIVE PLAN AND TRUST BOARD OF  
TRUSTEES MINUTES – FINAL – May 12<sup>th</sup>, 2021**

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**RESOLVED**, to sell all positions in Delaware Large Cap Value and transfer proceeds to buy positions in Aristotle be **APPROVED**.

Yeas: - 6 - (Kniffen, Soriano, Rosenblum, Foster, Hamilton, Maleszyk)

Nays: - 0 -

Absent: - 1 - (Miller)

○ **Asset Allocation Study – Tim Brice**

- Tim presented the Asset Allocation Study discussing the Capital Market Assumptions talking about Strategic and Secular Assumptions.
- He discussed the Asset Allocations, the current portfolio mix, portfolio targets and some tactical and strategic mixes.
- He concluded that we need to continue looking at alternative asset classes and narrow down asset classes in the portfolio that we need to replace in order to balance the portfolio and meet our Fixed Income targets.

**Other Business:**

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- None

Meeting adjourned at 10:56 AM.



Robert C Maleszyk, Chairman



Lisa Burnham, System Administrator

**EMPLOYEES' RETIREMENT SYSTEM BOARD OF TRUSTEES MINUTES – FINAL – June 9<sup>th</sup>, 2021**

500 West Big Beaver  
Troy, MI 48084  
troymi.gov

**MINUTES****Employees' Retirement System Board Meeting**

June 9<sup>th</sup>, 2021 at 12:00 PM

City Hall Council Chambers – with Remote option via Zoom

500 West Big Beaver Troy, Michigan 48084

(248) 524-3306

ERSPublicComments@troymi.gov

**Roll Call**

The monthly meeting for the Employees' Retirement System Board of Trustees was held on **June 9<sup>th</sup>, 2021** in the City Council Chambers with electronic remote participation option via Zoom Webinars.

The meeting was called to order at 12:00 PM by Administrator Maleszyk.

**Trustees Present:** Mark Calice – Present virtually  
Thomas Gordon II  
Robert C Maleszyk  
Mark F Miller  
Kurt Bovensiep  
Peter Dungjen

**Trustees Absent:** David Hamilton  
Mark Owczarzak

**Also Present:** Mark Woolhiser - MBC Consulting  
Joe Warsecke - MBC Consulting  
Ray Fortin - ICMA/RC  
Rola Ismail - ICMA/RC  
Shazia Fatima

- Chairman Calice was present at this meeting virtually via Zoom, calling in from Troy, Michigan.

**Public Comment**

- None



**Minutes from the May 12<sup>th</sup>, 2021 Meeting**

**Resolution # ER – 2021-06-16**

Moved by: Gordon

Seconded by: Bovensiep

**RESOLVED**, that the Minutes of the May 12<sup>th</sup>, 2021 meeting be **APPROVED**.

Yeas: - 6 – (Gordon, Bovensiep, Calice, Dungjen, Miller, Maleszyk)

Absent: - 1 - (Hamilton)

**Motion Passes**

**Retirement Requests**

- None

**Regular Business**

**MBC Consulting**

- Mark Woolhiser and Joe Warseke introduced themselves and the work they do for the City as our Defined Contribution Consultants.
- They discussed Market Overview for quarter ending March 31<sup>st</sup>, 2021 noting that a rotation is taking place in the market with value stocks outperforming growth stocks and developed international stocks outperforming emerging market stocks in the first quarter of 2021.
- They presented the Scorecard System Methodology, a 10-point scoring system they use to evaluate fund managers and their investment strategies and discussed the scores for the new fund line up now available through ICMA.
- They presented the Plan Allocation by Investment Type for the 401A/457B plans concluding that they would like to see an increase in investments in the Asset Allocation funds by participants.
- Administrator Maleszyk asked for an explanation on the Cash Alternatives fund and the stock that drives that fund. Mark noted that this is a stable pool fund to reduce the ICMA expenses and increase the current rate to 2.4% which will be an attractive alternative for participants.
- MBC also presented the Investment Review reports for the Retirees Health System Portfolio.

**ICMA-RC**

- Ray Fortin announced that ICMA-RC is rebranding and will now be known as



## **EMPLOYEES' RETIREMENT SYSTEM BOARD OF TRUSTEES MINUTES – FINAL – June 9<sup>th</sup>, 2021**

Mission Square Retirement to honor their history and mission.

- They will continue to provide holistic engagement to participants via different channels such as website, mobile, email, social, webinar, consultation, phone and video.
- Rola provided a re-cap on the 4 virtual webinars and 20 individual consultations they held for participants to educate them regarding the new investment line up and lower fee structure noting that they were able to increase Roll-Ins.
- She also talked about the targeted monthly campaigns they have scheduled for June through December.
- Ray presented a Data Analysis discussing Balance Summaries, Asset Allocations, Participant Status and Contributions and Disbursements as of April 30<sup>th</sup>, 2021 for various City of Troy Plans.
- Trustee Bovensiepe questioned ICMA what their steps are going forward and expressed a concern over the need to hire MBC. ICMA assured the Board that they are providing the City and the participants with the services that best serve our interests.

### **Investments**

- None


### **Other Business**

- None

### **Adjourn**


The meeting adjourned at 12:52 PM.

The next meeting is Wednesday, July 14<sup>th</sup>, 2021 at 12:00 PM.



---

Thomas Gordon II, Vice Chairman



---

Robert C Maleszyk, Administrator

Allen Salyer  
1657 Welling Drive  
Troy, MI 48085

August 10, 2021

Troy Public Works  
4693 Rochester Road  
Troy, MI 48085

Dear Troy Public Works folks,

I wanted to thank you for all the road work going on in Troy.

It is great to see all the slab replacement and road construction on Adams, Crooks, Livernois, John R, Dequindre and Big Beaver in the last two years. These are all roads I use almost every day.

I appreciate all the time and effort the Troy Public Works takes to make our roads smooth and safe. One can really see and feel the difference in the roads simply crossing Dequindre going into Macomb County.

Keep up the great job!

Sincerely,

A handwritten signature in black ink that reads "Allen Salyer". The signature is written in a cursive, flowing style.

**Beth L Tashnick**

---

**Subject:** FW: Easton Centre 900 W Maple

---

**From:** Sabah Ammouri  
**Sent:** Saturday, August 14, 2021 8:36 AM  
**To:** Salim Huerta; Charles Noonan; Paul H Firth  
**Cc:** Stephanie Shamon; Brandon J Hall; Tommaso Caporuscio  
**Subject:** Easton Centre 900 W Maple

City of Troy,

I'm reaching out to let you know how appreciative I am that you all took time out of your busy schedules to assist Virginia Tile with this TCO. I'd also like to apologize for the inconvenience(s) this may have caused internally, but please know that your efforts most certainly did not go unnoticed.

I'm extremely happy to be part of the Troy business community, both as a property owner and business operator. I look forward to working with you all again in one capacity or another. Please let me know if there are any opportunities to further my camaraderie to the Troy community, be it from a charitable standpoint or otherwise.

Thanks again,



**Sabah Ammouri**  
President & CEO | **ATM of America, Inc.**

**Beth L Tashnick**

---

**Subject:** FW: Thank you for the appreciation note Chuck

---

**From:** Charles Whittall  
**Sent:** Monday, August 16, 2021 4:36 PM  
**To:** Salim Huerta  
**Subject:**

Salim,

I would like to personally thank you for all your help getting us a TCO for Zen. Me and my entire team along with our tenants staying in hotel rooms appreciate it. We love being part of the Troy community and people like you make it even better. Thanks Again!!

Chuck

Chuck (Charles) Whittall  
Unicorp Companies  
7940 Via Dellagio Way, Ste 200  
Orlando, FL 32819

**STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION  
NOTICE OF HEARING  
FOR THE GAS CUSTOMERS OF  
CONSUMERS ENERGY COMPANY  
CASE NO. U-20542**

- Consumers Energy Company requests Michigan Public Service Commission's approval for reconciliation of its gas cost recovery plan (Case No. U-20541) for the 12 months ended March 31, 2021.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, 517-788-0550 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A pre-hearing will be held:

**DATE/TIME:** Tuesday, August 31, 2021 at 9:00 AM

**BEFORE:** Administrative Law Judge Kandra Robbins

**LOCATION:** Video/Teleconferencing

**PARTICIPATION:** Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8090, or by email at [mpscdockets@michigan.gov](mailto:mpscdockets@michigan.gov) in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) June 30, 2021 application requesting the Commission to: 1) approve the reconciliation of its Gas Cost Recovery (GCR) costs and revenues reconciliation for the 12-month period April 2020 through March 2021 as proposed by Consumers Energy; 2) approve Consumers Energy's net \$2,040,502 over recovery, inclusive of interest, 3) approve Consumers Energy's proposed methodology for rolling in the net over-recovery; and 4) grant Consumers Energy such other and further relief.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: [michigan.gov/mpscdockets](http://michigan.gov/mpscdockets). Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: [mpscdockets@michigan.gov](mailto:mpscdockets@michigan.gov). If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: [mpscdockets@michigan.gov](mailto:mpscdockets@michigan.gov).

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by August 24, 2021. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-20542**. Statements may be emailed to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of Consumers Energy Company's application may be reviewed on the Commission's website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets), and at the office of Consumers Energy Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

The Utility Consumer Representation Fund has been created for the purpose of aiding in the representation of residential utility customers in various Commission proceedings. Contact the Chairperson, Utility Consumer Participation Board, Department of Licensing and Regulatory Affairs, P.O. Box 30004, Lansing, Michigan 48909, for more information.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6h et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

**[THE MICHIGAN PUBLIC SERVICE COMMISSION MAY GRANT OR DENY CONSUMERS ENERGY'S GAS COST RECOVERY RECONCILIATION AND OTHER PROPOSALS IN WHOLE OR IN PART, AND MAY APPROVE LESSER OR GREATER AMOUNTS THAN THOSE REQUESTED.]**

**CITY MANAGER  
CITY OF TROY, OAKLAND COUNTY  
500 W. BIG BEAVER ROAD  
TROY, MI 48084**

**STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION  
NOTICE OF HEARING  
FOR THE GAS CUSTOMERS OF  
DTE GAS COMPANY  
CASE NO. U-20544**

- DTE Gas Company requests Michigan Public Service Commission's approval for reconciliation of its gas cost recovery plan (Case No. U-20543) for the 12 months ended March 31, 2021.
- The information below describes how a person may participate in this case.
- You may call or write DTE Gas Company, One Energy Plaza, 1650 WCB Detroit, MI 48226, (800) 477-4747, for a free copy of its application. Any person may review the documents at the offices of DTE Gas Company.
- A pre-hearing will be held:

**DATE/TIME:**      **Wednesday, September 1, 2021 at 9:00 AM**

**BEFORE:**        **Administrative Law Judge Martin Snider**

**LOCATION:**       **Video/Teleconferencing**

**PARTICIPATION:**      Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8090, or by email at [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov) in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Gas Company's (DTE Gas) June 29, 2021 application requesting the Commission to approve: 1) DTE Gas's Gas Cost Recovery (GCR) customers' revenues of \$351.9 million inclusive of reservation charge revenues, its net recoverable costs of \$358.6 million inclusive of approximately \$1 million over-recovery related to 2019-2020 GCR and expenses, combined with \$1.3 million of interest from 2020-2021 GCR, to result in a net under-recovery of \$5.4 million for GCR customers that was incurred for the twelve-month period ending March 31, 2021; 2) DTE Gas's Gas Choice Customers (GCC) reservation charge revenues of \$6.2 million, GCC customers' \$6.1 million GCC in reservation expense, the roll-in of approximately \$1.8 million related to the GCC customers' 2019-2020 reconciliation, plus \$0.1 million of interest expense combine to result in a net GCC customer over-



recovery of \$2.0 million For the twelve-month period ending March 31, 2021; 3) the calculated amount of DTE Gas's under-recoveries, together with interest, is correct, and that the disposition of that amount is consistent with the intent and in accordance with the guidelines established by the Commission in its Orders; and 4) such other relief as deemed necessary.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: [michigan.gov/mpscdockets](http://michigan.gov/mpscdockets). Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: [mpscdockets@michigan.gov](mailto:mpscdockets@michigan.gov). If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: [mpscdockets@michigan.gov](mailto:mpscdockets@michigan.gov).

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by August 25, 2021. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Gas Company's attorney, Carlton D. Watson, One Energy Plaza, Detroit, MI 48226.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-20544**. Statements may be emailed to: [mpscdockets@michigan.gov](mailto:mpscdockets@michigan.gov). Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of DTE Gas Company's application may be reviewed on the Commission's website at: [michigan.gov/mpscdockets](http://michigan.gov/mpscdockets), and at the office of DTE Gas Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

The Utility Consumer Representation Fund has been created for the purpose of aiding in the representation of residential utility customers in various Commission proceedings. Contact the Chairperson, Utility Consumer Participation Board, Department of Licensing and Regulatory Affairs, P.O. Box 30004, Lansing, Michigan 48909, for more information.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6h et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.



**CITY CLERK  
CITY OF TROY  
500 W. BIG BEAVER ROAD  
TROY, MI 48084**

**STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION NOTICE  
OF HEARING  
FOR THE ELECTRIC CUSTOMERS OF  
DTE ELECTRIC COMPANY  
CASE NO. U-21010**

- DTE Electric Company requests Michigan Public Service Commission's approval to commence a renewable energy cost reconciliation proceeding for the 12-month period ended December 31, 2020.
- The information below describes how a person may participate in this case.
- You may call or write DTE Electric Company, One Energy Plaza, 570 SB, Detroit, MI 48226, (800) 477-4747 for a free copy of its application. Any person may review the documents at the offices of DTE Electric Company.
- A pre-hearing will be held:

**DATE/TIME:** Wednesday, September 15, 2021 at 10:00 AM

**BEFORE:** Administrative Law Judge Sally Wallace

**LOCATION:** Video/Teleconferencing

**PARTICIPATION:** Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8090, or by email at [mpscdockets@michigan.gov](mailto:mpscdockets@michigan.gov) in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Electric Company's (DTE Electric) June 30, 2021 application requesting the Commission to: 1) determine that DTE Electric's 2020 Renewable Cost Reconciliation and DTE Electric's 2008 PA 295 revenues collected and costs incurred in 2020 are reasonable and prudent and meet all relevant requirements under 2008 PA 295, as amended; 2) reconcile the pertinent revenues recorded and the allowance for the nonvolumetric Revenue Recovery Mechanism with the amounts actually expensed and projected according to DTE Electric's proposed Amended Renewable Energy Plan, including: (a) determining that DTE Electric is in compliance with the Renewable Energy Standards of 2008 PA 295, (b) ensuring that the retail rate impacts under DTE Electric's Renewable Cost Reconciliation Revenue Recovery Mechanism do not exceed the maximum retail rate impacts specified under Section 45 of 2008 PA 295 (MCL 460.1045); (c) ensuring that DTE Electric's Revenue Recovery Mechanism is projected to maintain a minimum balance of accumulated reserve so that a regulatory asset does not accrue; (d) maintaining DTE Electric's existing Revenue Recovery Mechanism and approved surcharge amounts to ensure DTE Electric's recovery of its Incremental Cost of Compliance with the Renewable Energy Standards; (e) approve the prices per MWh for renewable energy capacity and advanced cleaner energy capacity and for renewable energy and advanced cleaner

energy to be recovered through DTE Electric's PSCR clause under MCL 460.6j; (f) determine that it is not necessary or appropriate at this time to adjust DTE Electric's minimum balance of accumulated reserve funds; (g) where DTE Electric has recorded a regulatory liability in any given month, approve DTE Electric's proposed treatment of interest on the regulatory liability balance; 3) determine that DTE Electric's actions with respect to its Amended Renewable Energy Plan were and are reasonable and prudent; and determine that DTE Electric's proposed Renewable Energy Plan surcharges are just, reasonable and should continue; 4) approval DTE Electric to maintain its existing rates and charges in the manner proposed; 5) grant DTE Electric regulatory authority and approvals as described and requested, including but not limited to approval of the DTE Electric's request that 14,222 Energy Credits be transferred at zero cost from its inventory of Energy Credits to, and used for compliance with its Amended Renewable Energy Plan, in accordance with DTE Electric's Amended Renewable Energy Plan, MCL 460.1028(5) (former Section MCL 460.1027), and the Commission's Order in Case No. U-16357; and 6) Grant DTE Electric further additional relief.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: [michigan.gov/mpscdockets](http://michigan.gov/mpscdockets). Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: [mpscdockets@michigan.gov](mailto:mpscdockets@michigan.gov). If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: [mpscdockets@michigan.gov](mailto:mpscdockets@michigan.gov).

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by September 8, 2021. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric Company's attorney, Andrea E. Hayden, One Energy Plaza, Detroit, MI 48226.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. U-21010. Statements may be emailed to: [mpscdockets@michigan.gov](mailto:mpscdockets@michigan.gov). Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of DTE Electric Company's application may be reviewed on the Commission's website at: [michigan.gov/mpscdockets](http://michigan.gov/mpscdockets), and at the office of DTE Electric Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6j et seq.; 2008 PA 295, MCL 460.1001 et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.