



TROY CITY COUNCIL

REGULAR MEETING AGENDA

JUNE 27, 2022

CONVENING AT 7:30 P.M.

**Submitted By
The City Manager**

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



500 West Big Beaver
Troy, MI 48084
troymi.gov

The Honorable Mayor and City Council Members

City of Troy
500 West Big Beaver
Troy, MI 48084

Dear Mayor and City Council Members:

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

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

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

Respectfully,

Mark F. Miller,
City Manager



Chapter 14A – Elected and Appointed Persons’ Ethics Ordinance Section 14.3 Annual Training and Acknowledgement

We, the undersigned Members of Troy City Council, have reviewed *Chapter 14A – Elected and Appointed Persons’ Ethics Ordinance*, understand its contents, and agree to be bound by its provisions.


Signed this 8th day of November, 2021.



Mayor Ethan Baker



Council Member Edna Abraham



Council Member Theresa Brooks



Council Member Rebecca Chamberlain-Creanga



Mayor Pro Tem Ann Erickson Gault



Council Member David Hamilton



Council Member Ellen Hodorek



CITY COUNCIL AGENDA

June 27, 2022 – 7:30 PM

City Council Chambers

500 W. Big Beaver Rd.

Troy, MI 48084

(248) 524-3316

View the Meeting Live at: www.troymi.gov/webcast

or on Local Access Cable Channels

(WOW – Ch 10, Comcast – Ch 17, AT&T – Ch 99)

INVOCATION: 1

PLEDGE OF ALLEGIANCE: 1

A. CALL TO ORDER: 1

B. ROLL CALL: 1

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS: 1

C-1 No Certificates of Recognition and Special Presentations 1

D. CARRYOVER ITEMS: 1

D-1 No Carryover Items 1

E. PUBLIC HEARINGS: 1

E-1 No Public Hearings 1

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H-1 No Postponed Items 2

I. REGULAR BUSINESS: **2**

- I-1 Board and Committee Appointments: a) Mayoral Appointments – None; b) City Council Appointments – Employees Retirement System Board of Trustees/Retiree Health Care Benefits Plan and Trust, Liquor Advisory Committee, Southeastern Michigan Council of Governments (SEMCOG) 2
- I-2 Board and Committee Nominations: a) Mayoral Nominations – Brownfield Redevelopment Authority, Downtown Development Authority, Global Troy Advisory Committee, Local Development Finance Authority, Volunteer Firefighter Incentive Plan Board; b) City Council Nominations – Charter Revision Committee, Historic District Commission, Liquor Advisory Committee, Traffic Committee 4
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INVOCATION:**PLEDGE OF ALLEGIANCE:****A. CALL TO ORDER:****B. ROLL CALL:**

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

Excuse Absent Council Members:

Suggested Resolution

Resolution #2022-06-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____ at the Regular City Council Meeting of June 27, 2022, due to _____.

Yes:

No:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

E-1 No Certificates of Recognition and Special Presentations

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

E-1 No Public Hearings

F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

In accordance with the Rules of Procedure for the City Council:

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

satisfactorily, you are encouraged to bring it to the attention of the City Manager, and if still not resolved satisfactorily, to the Mayor and Council.

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

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

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

G. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:

I-1 Board and Committee Appointments: a) Mayoral Appointments – None; b) City Council Appointments – Employees Retirement System Board of Trustees/Retiree Health Care Benefits Plan and Trust, Liquor Advisory Committee, Southeastern Michigan Council of Governments (SEMCOG)

a) Mayoral Appointments: None

b) City Council Appointments:

Suggested Resolution

Resolution #2022-06-

Moved by

Seconded by

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

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

Appointed by Council

7 Regular Members and 2 Ordinance Member

3 Year Term

Nominations to the Employees Retirement System Board of Trustees / Retiree Health Care Benefits Plan and Trust:

Term Expires: 12/31/2024**John Foster****Council Appointed Citizen**

Term currently held by: Mark Calice

Liquor Advisory Committee

Appointed by Council

7 Regular Members

3 Year Term

Nominations to the Liquor Advisory Committee:

Term Expires: 1/31/2025**David Haight**

Term currently held by: David Haight

Southeastern Michigan Council of Governments (SEMCOG)

Appointed by Council

1 Regular Member and 1 Alternate Member

Appointed Every Odd-Year Election

Nominations to the Southeastern Michigan Council of Governments (SEMCOG):

Term Expires: 11/13/2023**Mark Adams****Alternate**

Yes:

No:

I-2 Board and Committee Nominations: a) Mayoral Nominations – Brownfield Redevelopment Authority, Downtown Development Authority, Global Troy Advisory Committee, Local Development Finance Authority, Volunteer Firefighter Incentive Plan Board; b) City Council Nominations – Charter Revision Committee, Historic District Commission, Liquor Advisory Committee, Traffic Committee

a) Mayoral Nominations:

Suggested Resolution

Resolution #2022-06-

Moved by

Seconded by

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

Brownfield Redevelopment Authority

Appointed by Mayor

6 Regular Members

3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 2
Beyer	Joseph	10/26/2022	4/30/2024	
Gottlieb	Steven	11/24/2016	4/30/2022	
Kornacki	Rosemary	12/14/2022	4/30/2023	
Noguez-Ortiz	Carolina	12/19/2019	4/30/2023	BRA exp 4/30/2023; GTAC exp 10/30/2022
Sweidan	Rami	4/28/2022	4/30/2023	
Vassallo	Joseph	3/27/2020	4/30/2024	

Nominations to the Brownfield Redevelopment Authority:

Term Expires: 4/30/2025

Term currently held by: Steven Gottlieb

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 2
Chanda	Hirak	12/30/2022	HDC exp 5/15/2024
Garmo	Kathleen	6/17/2024	
Marrero-Laureano	Alexander	10/26/2022	
McGerty	Ryan	9/18/2022	
Rahman	Mahfuzur	9/25/2022	

Swaminathan	Abi	11/22/2023	
Voglesong	Cheryl	1/10/2024	

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
Blair	Timothy	6/17/2017	9/30/2023	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	9/30/2025	In District	
MacLeish	Daniel	6/28/2023	9/30/2025	In District	
Reschke	Ernest	10/4/2020	9/30/2022	At Large	
Schroeder	Douglas	9/10/2020	9/30/2022	At Large	No Reappointment
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 2/1/21
Vacancy			9/30/2024	In District	Cheryl Bush resigned 9/22/21

Nominations to the Downtown Development Authority:

Unexpired Term Expiring: 9/30/2022

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

Unexpired Term Expiring: 9/30/2024

Term currently held by: Vacancy-Cheryl Bush resigned 9/22/21

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1	Notes 2
Beyer	Joseph	10/26/2022	In District	

Forster	Jeffrey	3/23/2023	At Large	Personnel Bd exp 4/30/24
Goetz	John	3/4/2023	At Large	
Kornacki	Rosemary	12/14/2022	At Large	Brownfield Redev Auth exp 4/30/23
McGerty	Ryan	2/25/2022	At Large	
Schick	Michael	12/22/2022	At Large	
Sekhri	Suneel	11/5/2023	At Large	
Sekhri	Arun	9/24/2022	At Large	
Thattai	Govindrajan	5/20/2024	At Large	Parks & Rec Bd exp 9/30/22
Vassallo	Joseph	3/4/2023	At Large	Brownfield Redev Auth exp 4/30/24

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	
Chezick	Edward		10/30/2022	
Fakhoury	Awni	4/28/2018	10/30/2024	Requests Reappointment
Liu	Allison	10/1/2022	7/31/2022	Student
Mohideen	Syeda	8/24/2020	10/30/2024	Requests Reappointment
Natcheva	Daniela	11/8/2021	10/30/2022	
Noguez-Ortiz	Carolina	12/19/2019	10/30/2022	Brownfield Redev Auth exp 4/30/23
Sekhri	Suneel	12/20/2021	10/30/2024	
Swaminathan	Sharanya		7/31/2022	Student
Vacancy			10/30/2023	Rebecca Chamberlain-Creanga resigned 2/26/20
Vacancy			10/30/2023	Cathleen Francois requested No Reappointment
Zhou	Yudong	10/23/2021	10/30/2022	

Nominations to the Global Troy Advisory Authority:

Term Expires: 10/30/2023

Term currently held by: Vacancy–Rebecca Chamberlain-Creanga resigned 2/26/20

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	
Faiz	Iqbal	12/4/2022	
MacDonell	Sharon	4/13/2023	
Marrero-Laureano	Alexander	10/26/2022	
McGee	Timothy	3/2/2023	
Rahman	Mahfuzur	9/24/2022	
Swaminathan	Abiramasundari	3/6/2022	
Sweidan	Rami	3/2/2023	
Wit	Callie	4/22/2024	

Local Development Finance Authority (LDFA)

Appointed by Mayor
5 Regular Members
Staggered 4 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 2
Bachert	Sandra	11/18/2023	6/30/2023	Resident Member	
Baker	Ethan		11/13/2023	Alternate; City Council	City Council exp. 11/13/23; DDA; GTAC, LDFA
Beltramini	Robin	7/17/2021	6/30/2022	Resident Member	No Reappointment
Hodorek	Ellen		City Council Term	Alternate; City Council	City Council exp 11/10/2025
Starks	Louis			Oakland County Designee	
Vacancy			6/30/2024	Resident Member	David Shield's term exp 6/30/16 - No Reappointment

Vacancy			6/30/2024	Resident Member	John Sharp resigned 11/1/19; Term exp 6/30/20.
Vacancy			6/30/2023	Resident Member	Nickolas Vitale resigned 7/17/21

Nominations to the Local Development Finance Authority (LDFA):**Unexpired Term Expiring: 6/30/2023****Resident Member**

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

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

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

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

Term currently held by: Vacant – J. Sharp resigned 11/1/19

Term Expires: 6/30/2026**Resident Member**

Term currently held by: Robin Beltramini – No Reappointment

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Mudaliar	Vinodh Kumar	3/2/2024	
Rahman	Mahfuzur	9/24/2022	
Schick	Michael	12/22/2022	
Sweidan	Rami	4/28/2022	Brownfield Redev Auth exp 4/30/23
Vassallo	Joseph	3/4/2023	Brownfield Redev Auth exp 4/30/24

Volunteer Firefighter Incentive Plan BoardAppointed by **Mayor**/City Council

7 Regular Members

3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1
Brooks	Theresa		11/13/2023	City Council Term exp 11/13/2023
Foster	John	2/12/2022	12/31/2022	Retiree Representative
Kniffen	Charles	2/24/2022	12/31/2022	Active Volunteer Firefighter
Maleszyk	Robert		12/31/2099	ERS/RHCBP&T; VFIP
Miller	Mark F.		12/31/2099	BCBA; ERS/RHCBP&T; VFIP
Rosenblum	Anthony	2/28/2021	4/30/2022	Citizen (Mayor Appointed)

Soriano	Al		12/31/2022	Active Volunteer Firefighter
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Nominations to the Volunteer Firefighter Incentive Plan Board:**Term Expires: 4/30/2025****Citizen (Mayor Appt'd)**

Term currently held by: Anthony Rosenblum

Interested Applicants:

No interested applicants on file.

Yes:

No:

b) City Council Nominations:**Suggested Resolution**

Resolution #2022-06-

Moved by

Seconded by

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

Charter Revision Committee

Appointed by Council

7 Regular Members

3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 3
Bartnik	Mark	3/19/2020	4/30/2024		
Beltramini	Robin	3/1/2024	4/30/2025	LDFA exp 6/30/2022; Charter Rev exp 4/30/2025	
Buechner	Toby	3/22/2023	4/30/2024		
Howrylak	Frank	4/28/2022	4/30/2023		
Kanoza	Shirley	2/26/2021	4/30/2022		NO Reappointment
Matthews	Susan	11/26/2021	4/30/2024		
Wilsher	Cynthia	4/28/2022	4/30/2023	Traffic Comm exp 1/31/2024	

Nominations to the Charter Revision Committee:

Term Expires: 4/30/2025

Term currently held by: Shirley Kanoza – No Reappointment

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Comiskey	Ann	12/14/2022	Liquor Adv Comm exp 1/31/2024
Fox	Tyler	6/15/2022	

Historic District Commission

Appointed by Council
7 Regular Members
3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 3
Adams	John Howard	3/8/2023	5/15/2024		
Chambers	Barbara	12/5/2021	3/1/2023	HC Recommendation	
Chanda	Hirak	3/22/2023	5/15/2024		
Dicker	Susanne Forbes	8/15/2022	3/1/2023		
McGee	Timothy S	3/23/2020	5/15/2024		
Petrulis	Al	12/16/2021	3/1/2023	ACAB exp 9/30/2024; Traffic Comm. exp 1/31/2023; HDC exp 3/1/2023	
Voigt	W. Kent	11/18/2023	3/1/2022	HC Recommendation	Requests Reappointment

Nominations to the Historic District Commission:**Term Expires: 3/1/2025**

Term currently held by: W. Kent Voigt

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Cicchini	Philippe	4/13/2023	
Jennings	Janet	8/12/2022	
MacDonell	Sharon	4/13/2023	

Liquor Advisory Committee

Appointed by Council

7 Regular Members

3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 2
Ashland	David	12/14/2022	1/31/2024	
Comiskey	Ann	2/5/2020	1/31/2024	
Ehlert	Max	1/8/2023	1/31/2024	
Giorgi	Lynn			
Gorcycia	David	12/4/2021	1/31/2023	
<i>Haight</i>	<i>David</i>	<i>7/17/2022</i>	<i>1/31/2022</i>	<i>Personnel Bd. exp 4/30/2023</i>
Jones	Kelly	12/11/2021	1/31/2023	
Kaltsounis	Andrew	1/14/2021	1/31/2022	

Nominations to the Liquor Advisory Committee:**Term Expires: 1/31/2025**

Term currently held by: Andrew Kaltsounis

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Gunn	Mark	3/4/2023	
Martin	Matthew	5/11/2024	

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 3
Huotari	William		Ex-Officio Member		
Kilmer	Richard	1/9/2019	1/31/2023		
Koralewski	Tyler	11/12/2023	7/31/2022	Student	
Nastasi	Frank		Ex-Officio Member		
Nurak	Cindy	1/16/2021	1/31/2025		
Petrulis	Al	12/16/2021	1/31/2023		

Riesterer	R. Chuck		Ex-Officio Member		
Sivaraman	Sunil	12/22/2020	1/31/2022		Requests Reappointment
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: 1/31/2025**

Term currently held by: Sunil Sivaraman

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Abdullah	Nehar	2/3/2023	
Chanda	Hirak	12/30/2022	Hist. Dist. Comm. exp 5/15/2024
Eisenbacher	David	4/6/2024	
Gill	Jasper	1/10/2024	
MacDonell	Sharon	4/13/2023	
Rose	Justin	11/5/2023	
Sahu	Akshitha	9/28/2022	Student - Graduates 2023
Shah	Aanya	11/30/2023	Student - Graduates 2024

Yes:

No:

I-3 Request for Closed SessionSuggested Resolution

Resolution #2022-06-

Moved by

Seconded by

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

Yes:

No:

I-4 Fiscal Year 2022 Budget Amendments (Introduced by: Rob Maleszyk, Chief Financial Officer)Suggested Resolution

Resolution #2022-06-

Moved by
Seconded by

RESOLVED, that Troy City Council hereby AUTHORIZES City Management to amend the Current Fiscal Year 2022 General Fund Budget as detailed below:

Revenues

State Shared Revenue..... \$898,834

Total General Fund Revenue Increase \$898,834

Expenditures

General Government:

Purchasing..... \$ 45,000

Human Resources 105,000

Total General Government: \$150,000

Public Works:

Transportation..... \$ 65,000

Streets/Drains 400,000

Total Public Works: \$465,000

Public Safety:

Fire..... \$183,834

Total Public Safety: \$183,834

Recreation and Culture:

Parks..... \$100,000

Total Recreation and Culture: \$100,000

Total General Fund Expenditures Increase \$898,834

Net General Fund Change..... \$ -

BE IT FURTHER RESOLVED, that Troy City Council Herby AUTHORIZES City Management to amend the Current Fiscal Year 2022 Transit Center Fund Budget as follows:

Transit Center:

Building and Facility Maintenance..... \$5,000

Use of Fund Balance (5,000)

Net Transit Center Fund Change:..... \$ -

BE IT FURTHER RESOLVED, that Troy City Council Herby AUTHORIZES City Management to amend the Current Fiscal Year 2022 Community Development Block Grant Fund Budget as follows:

Community Development Block Grant:

Home Chore Program\$10,000

Federal Revenue Increase (Offset) (10,000)

Net Community Development Block Grant Change:..... \$ -

Yes:

No:

**I-5 Chapter 49 – Mobile Food Vending Units Ordinance and Request to Amend
Chapter 60 – Fees and Bonds Required (*Introduced by: Aileen Dickson, City Clerk*)**

Suggested Resolution

Resolution #2022-06-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **APPROVES** Chapter 49 – Mobile Food Vending Units Ordinance; and **AMENDS** Chapter 60-Fees and Bonds Required, as indicated.

Yes:

No:

J. CONSENT AGENDA:

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

Suggested Resolution

Resolution #2022-06-

Moved by

Seconded by

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

Yes:

No:

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

J-2 Approval of City Council Minutes

Suggested Resolution

Resolution #2022-06-

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

- a) City Council Minutes-Draft – June 13, 2022

J-3 Proposed City of Troy Proclamations:

Suggested Resolution

Resolution #2022-06-

- a) Proclamation Celebrating Transportation Insight and Nolan Transportation Group for Planting Trees at Boulan Park in the City of Troy

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – DPW Pickup Truck Snow Plow**

Suggested Resolution

Resolution #2022-06-

RESOLVED, That Troy City Council hereby **APPROVES** expending budgeted capital funds to *Bostick Truck of Pontiac, MI*, for the purchase and installation of a Western Pro Plus Snow Plow on a recently acquired DPW pickup truck for an estimated total cost of \$6,489.00; not to exceed budgetary limitations.

J-5 2022 Revised Poverty Exemption Guidelines Resolution

Suggested Resolution

Resolution #2022-06-

WHEREAS, the adoption of guidelines for poverty exemptions is required of the City Council; and,

WHEREAS, the principal residence of persons, who the Assessor and Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in whole or in part from taxation under Public Act 253 of 2020 (MCL 211.7u); and,

WHEREAS, pursuant to PA 253 of 2020, the City of Troy, Oakland County adopts the following guidelines for the Board of Review to follow. The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns, filed in the current or immediately preceding year;

To be eligible, a person shall do all the following on an annual basis:

- 1) Own and occupy the property as a principal residence.
- 2) File Form 5737 Application for MCL 211.7u Poverty Exemption with the Assessor/Board of Review, accompanied by federal and state income tax returns for the current or

immediately preceding year, including any property tax credits, for all persons residing in the principal residence (disclosure of the income of an owner who is not residing in the principal residence is not required). Federal and state income tax returns are not required for a person residing in the principal residence if that person was not required to file a federal or state income tax return. Instead, Form 4988, *Poverty Exemption Affidavit* may be filed for all persons residing in the residence who were not required to file federal or state income tax returns in the current or immediately preceding year.

- 3) Produce a valid driver's license or other form of identification, if requested.
- 4) Produce a deed, land contract, or other evidence of ownership of the property, if requested
- 5) Meet the federal poverty income guidelines published in the prior calendar year in the Federal Register by the United States Department of Health and Human Services **or** alternative guidelines adopted by the local assessing unit. The Alternative guidelines cannot provide income eligibility requirements less than the federal guidelines.
- 6) Meet the asset level test adopted by the local assessing unit.

The following are the 2022 federal poverty income guidelines which are updated annually by the United States Department of Health and Human Services. The annual allowable income includes income for all persons residing in the principal residence.

Size of Family Unit	Poverty Guidelines
1	\$12,880
2	\$17,420
3	\$21,960
4	\$26,500
5	\$31,040
6	\$35,580
7	\$40,120
8	\$44,660
For each additional person	\$4,540

Asset Test Guidelines

Used in the Determination of Poverty Exemptions for 2022

As required by PA 253 of 2020, all guidelines for poverty exemptions established by the governing body of the local assessing unit must include an asset level test. This asset test must clearly state the minimum value of all assets allowable to be eligible for the poverty exemption. This means that the guidelines must state a total dollar amount and the value of all assets cannot exceed the total dollar amount.

The purposed of an asset test is to determine the resources available: cash, fixed assets or other property that could be converted to cash and used to pay property taxes in the year the poverty exemption is filed. The local unit asset test **cannot** include the value of the principal residence.

The following asset test shall apply to all applications for poverty exemption:

- The applicant(s) shall not have assets exceeding the amount shown in the chart below based on the size of the family unit.
- The asset Guideline (test) shall exclude the value of the principal residence subject to the poverty exemption request and exclude the value of one automobile. If multiple automobiles are owned, then the least valuable automobile will be excluded from the asset guideline.
- The applicant(s) shall not have total assets (excluding the value of the principal residence subject to the exemption request and excluding the value of one automobile) more than the guidelines set below. Assets exceeding the amounts stated below will result in a denial of the poverty exemption.

Size of Family Unit	Asset Guidelines
1	\$5,000
2	\$10,000
3	\$15,000
4	\$20,000
5	\$20,000
6	\$20,000
7	\$20,000
8	\$20,000
For each additional person	N/A

All asset information, as requested in the Application for Poverty Exemption, must be completed in total. The Board of Review may request additional information and verification of assets, if the Board of Review determines it to be necessary and may deny an application if the assets are not properly identified.

The following is a list of assets that are included in the asset test:

- A second home, land, vehicles
- Recreational vehicles such as campers, motor-homes, boats and ATV's
- Buildings other than the residence
- Jewelry, antiques, artworks
- Equipment, other personal property of value
- Bank accounts (over a specified amount), stocks
- Money received from the sale of property, such as, stocks, bonds, a house or car (unless a person is in the specific business of selling such property)
- Withdrawals of bank deposits and borrowed money
- Gifts, loans, lump-sum inheritances and one-time insurance payments
- Food or housing received in lieu of wages and the value of food and fuel produced and consumed on farms
- Federal non-cash benefits programs such as Medicare, Medicaid, food stamps and school lunches

NOW, THEREFORE, BE IT RESOLVED, That the Board of Review **SHALL FOLLOW** the above stated policy, federal guidelines, and asset test in granting or denying an exemption. The Board of Review is not permitted to deviate from the adopted policy and guidelines.

J-6 Assessment of Delinquent AccountsSuggested Resolution

Resolution #2022-06-

WHEREAS, Section 1.167 of Chapter 5 and Section 6 of Chapter 20 of the Ordinance Code of the City of Troy require that delinquent payments and invoices, as of April 1st each year, shall be reported to City Council. City Council shall certify the list to the City Assessor who shall assess the same on the next annual City Tax Roll; and,

WHEREAS, Section 10.8 of the Troy City Charter provides for the collection of delinquent invoices through property tax collection procedures; and,

WHEREAS, a list of individual properties is on file in the Office of the Treasurer and comprises a summation of totals as follows:

➤ Delinquent invoices (various funds).....	\$ 88,146.54
➤ Delinquent water & sewer accounts.....	\$ 668,002.36
Total Assessments including penalties.....	\$ 756,148.90

NOW, THEREFORE, BE IT RESOLVED, That the City Assessor is here **AUTHORIZED** to assess these delinquent accounts on the annual City Tax Roll.

J-7 First Amendment to Lowry Street Tower LeaseSuggested Resolution

Resolution #2022-06-

RESOLVED, That Troy City Council hereby **APPROVES** the City's annual membership for PROTEC (the Michigan Coalition to Protect Public Rights of Way) for the fiscal year beginning July 1, 2022, and **AUTHORIZES** payment of membership dues in the amount of \$10,475.28.

J-8 Scheduled Contract Reopener with Great Lakes Water Authority – Amendment #4Suggested Resolution

Resolution #2022-06-

WHEREAS, In 2008, the City of Troy and Great Lakes Water Authority (GLWA) entered into a 30-year contract to provide water to the City of Troy which included a contract reopener in the 15th year to adjust factors used to develop annual water rates and allow opportunity for minor clarifications of contract language;

WHEREAS, These adjustment factors include pressures, peak hour, max day, and annual volumes in which the City of Troy has been able to control successfully through shifting peak hour usage into the exclusionary period of 11 P.M. to 5 A.M.;

WHEREAS, The City of Troy continues to educate and invest in community capital improvement projects as required in this contract;

NOW THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the attached Amendment #4 to the 30-year contract to provide wholesale water between the City of Troy and Great Lakes Water Authority, as recommended by the City Administration, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-9 Legal Representation Agreement – VanOverbeke, Michaud & Timmony, P.C.

Suggested Resolution

Resolution #2022-06-

RESOLVED, That Troy City Council hereby **APPROVES** the *Legal Representation Agreement with VanOverbeke, Michaud & Timmony, P.C.*, as outlined in the memorandum and **INSTRUCTS** Chief Financial Officer, Robert C. Maleszyk, to sign the agreement on behalf of the City; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-10 Robinson Capital Management, LLC – Investment Advisory Agreement

Suggested Resolution

Resolution #2022-06-

RESOLVED, That Troy City Council hereby **APPROVES** the *Investment Advisory Agreement with Robinson Capital Management, LLC*, as outlined in the memorandum and **INSTRUCTS** Chief Financial Officer, Robert C. Maleszyk, to sign the agreement on behalf of the City; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-11 Request for Acceptance of Two Permanent Easements from Kutumba Rao Hanumolu and Indira Ramani Hanumolu, Sidwell #88-20-237-478-013

Suggested Resolution

Resolution #2022-06-

RESOLVED, That Troy City Council hereby **ACCEPTS** two permanent easements for storm sewers and surface drainage, and sidewalks from Kutumba Rao Hanumolu and Indira Ramani Hanumolu owners of the property having Sidwell #88-20-27-478-013.

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

J-12 Request for Acceptance of Two Permanent Easements from Russell Mihm and Lilit Mihm, Sidwell #88-20-28-477-042

Suggested Resolution

Resolution #2022-06-

RESOLVED, That Troy City Council hereby **ACCEPTS** two permanent easements for storm sewers and surface drainage, and sidewalks from Russell Mihm and Lilit Mihm owners of the property having Sidwell #88-20-28-477-042.

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

J-13 Request to Vacate a Permanent Easement and to Accept an Easement for Public and Franchise Utilities, Meadows of Troy, Sidwell #88-20-01-300-016

Suggested Resolution

Resolution #2022-06-

RESOLVED, That Troy City Council hereby **VACATES** a permanent easement for public and franchise utilities granted to the City of Troy and recorded in Liber 57827 Page 892, Oakland County Register of Deeds, and

BE IT RESOLVED, That Troy City Council **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** a Quit Claim Deed returning the City of Troy's interest in the public and franchise utilities granted to the City of Troy and recorded in Liber 57827 Page 892 to Robertson Meadows, LLC, owner of the property having Sidwell #88-20-01-300-016, and

BE IT FURTHER RESOLVED, That Troy City Council hereby **ACCEPTS** a permanent easement for public and franchise utilities from Robertson Meadows, LLC, owner of the property having Sidwell #88-20-01-300-016, and

BE IT FINALLY RESOLVED, That the City Clerk is hereby **DIRECTED to RECORD** the Quit Claim Deed and permanent easement with Oakland County Register of Deeds, copies of which shall be **ATTACHED** to the original minutes of this meeting.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings: None Submitted

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

L. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

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

N. COUNCIL REFERRALS:

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

N-1 No Council Referrals Submitted

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

- a) Zoning Board of Appeals-Final – April 19, 2022
- b) Planning Commission-Final – May 24, 2022

O-2 Department Reports: None Submitted**O-3 Letters of Appreciation:**

- a) To Mark F. Miller from American Society for Public Administration (ASPA) Regarding 2022 Outstanding Executive Official Award
- b) To the Fire Department Regarding Assistance with a Fire Incident in Holly, MI

O-4 Proposed Proclamations/Resolutions from Other Organizations: None Submitted**P. COUNCIL COMMENTS:****P-1 No Council Comments****Q. PUBLIC COMMENT FOR ITEMS ON OR NOT ON THE AGENDA FROM MEMBERS OF THE PUBLIC OUTSIDE OF TROY (NOT RESIDENTS OF TROY AND NOT FROM TROY BUSINESSES):****R. CLOSED SESSION****R-1 Closed Session****S. ADJOURNMENT:**

Respectfully submitted,



Mark F. Miller
City Manager

2022 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

November 19, 2022..... City of Troy Advance

2022 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

June 27, 2022 Regular Meeting
July 11, 2022..... Regular Meeting
July 25, 2022..... Regular Meeting
August 15, 2022 Regular Meeting
August 22, 2022 Regular Meeting
September 12, 2022..... Regular Meeting
September 19, 2022..... Regular Meeting
October 3, 2022..... Regular Meeting
October 24, 2022..... Regular Meeting
November 14, 2022..... Regular Meeting
November 21, 2022..... Regular Meeting
December 5, 2022..... Regular Meeting
December 12, 2022..... Regular Meeting



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: June 27, 2022

To: Mark F. Miller, City Manager

From: Robert Bruner, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Kyle Vieth, Financial Compliance Manager

Subject: Fiscal Year 2022 Budget Amendments

History

The State Uniform Budget Act requires an annual review of the General Fund and Special Revenue Funds to determine whether budget amendments are necessary in order to comply with the Act. The Act requires amendments for departments where the actual revenue and expenditures exceed the original budgeted amounts. For this Fiscal Year, the General Fund, Community Development Block Grant (CDBG) Fund, and Transit Center Fund will require amendments.

Financial

The proposed amendments are based on eleven months of actual expenditures and estimating the remaining June expenditures. The amendments for the General Fund and CDBG Fund do not impact fund balance; however, the Transit Center Fund does require the use of Fund Balance.

Recommendation

City Management recommends amending the General Fund, CDBG Fund, and Transit Center Fund for the 2022 Fiscal Year as detailed on the attached document.



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Troy, MI 48084
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I-05

CITY COUNCIL AGENDA ITEM

Date: May 25, 2022

To: Mark F. Miller, City Manager

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

Subject: Chapter 49 – Mobile Food Vending Units Ordinance and Request to Amend Chapter 60 – Fees and Bonds Required (Introduced by: Aileen Dickson, City Clerk)

History

Since the early 2000's, food trucks have grown in popularity all over the country. In Troy, many restaurants now own food trucks to supplement their brick-and-mortar locations. Troy residents, and employees of Troy businesses, regularly hire food trucks for their events throughout the City. The Clerk's Office receives hundreds of calls each year with questions about food trucks, both from those looking to hire food trucks, and owners of food trucks asking about regulations.

Up to this point, the City Clerk's Office has regulated food trucks under Chapter 74 – Solicitations. This chapter does not specifically mention food trucks, however, the regulations in this chapter are sufficient to assure the health, safety, and welfare of people living and working in Troy.

As interest in food trucks continues to increase, it is apparent that the City of Troy needs an ordinance that specifically addresses and regulates food trucks (known as Mobile Food Vending Units, for clarity).

Chapter 49 – Mobile Food Vending Units provides for licensing of food trucks (and similar mobile food businesses). Also, Chapter 49 contains specific regulations regarding where food trucks are allowed to operate so as to not interfere with brick-and-mortar restaurants. The chapter regulates hours of operation, requires annual inspections by the Fire Department, and enables food trucks to operate in residential areas as long as they aren't obstructing traffic.

Representatives from the City Clerk's Office, City Attorney's Office, Police Department, Planning Department, Building Department, Purchasing Department, and Fire Department all contributed to development of this ordinance.

Chapter 60 – Fees and Bonds Required needs to be amended to include the fees for the Mobile Food Vending Unit license, which are: \$24 application fee, \$100 annual license fee.

Financial

Application and license fees will be included in Chapter 60 – Fees and Bonds Required.



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

Recommendation

City Administration recommends that City Council approve Chapter 49 – Mobile Food Vending Units, and approve the amendment to Chapter 60 – Fees and Bonds Required.

Legal Review

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

Chapter 49 – Mobile Food Vending Units

49.1 Definitions

Mobile Food Vending Unit: Any motorized or non-motorized vehicle, trailer, kiosk, or other device designed to be portable and not permanently attached to the ground from which food items are to be vended, sold, served, displayed, or offered for sale from private property or public property, not including public streets or highways.

49.2. Licenses Required.

- A. No person shall engage, or be engaged, in the operation of a Mobile Food Vending Unit without the proper licensing.
- B. Licensing must be renewed annually and must be prominently displayed on the Mobile Food Vending Unit.
- C. Licenses are non-transferable.
- D. Any change in information requested in the application shall be provided to the City Clerk within ten days of any such change.

49.3. Application Submittal and License Year

The license year shall begin January 1st of each year and shall terminate at midnight on December 31st of that year. Original licenses shall be issued for the balance of the license year at the full license fee. License fees are nonrefundable. Once complete applications are submitted, the City Clerk shall issue either a denial letter or an approved license within 21 days. The City Clerk shall approve or deny an application upon receiving feedback from City departments including, but not limited to, the Police Department, Fire Department, Planning Department, Purchasing Department, and Treasurer's Office.

49.4. Application Requirements.

- A. The licensee for a Mobile Food Vending Unit shall, before issuance of the license, obtain and maintain in full force and effect, at its own expense, commercial general liability, insurance that names the City of Troy as an additional insured for primary limits of liability for the purpose of protecting the City from all claims and risks of loss as a result of the licensee's activity, occupation, operation, maintenance, or use of the public street, highway, or any public property in conjunction with the licensed activity. A Certificate of Insurance on an ACORD Form showing present coverage of commercial liability, automobile liability and workers compensation shall be submitted at time of application. The automobile and general liability insurance coverage shall be in an amount not less than \$1,000,000. Worker's Compensation

Chapter 49 – Mobile Food Vending Units

- Insurance, including Employers' Liability Coverage shall be in accordance with all applicable statutes of the State of Michigan. Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. Failure to maintain the required insurance coverage is grounds for vending license revocation. The licensee shall agree to defend, indemnify, and hold harmless the City of Troy, its officials, officers, employees, and agents against any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees, resulting directly or indirectly from any act or omission of the licensee, its employees, its subcontractors and anyone for whose acts or omissions they may be liable, arising out of the licensee's use or occupancy of the public street, highway, or any public property.
- B. Applicants must provide a copy of the Foodservice Establishment License issued by the State of Michigan, if required, and pay the fee as set forth in *Chapter 60 – Fees and Bonds Required*.
- C. For use of private property, the applicant must obtain written permission from the property owner, and have it available upon request by the City of Troy. For public property, permission is assumed upon approval of the application.
- D. An applicant for a Mobile Food Vending Unit License must file a completed application form provided by the City Clerk. The completed application form shall include the following information:
- a) The applicant's name, current business address, email address, and telephone number.
 - b) A copy of the current government-issued identification document with photo of the applicant and any designated person proposed to conduct mobile food vending. The names of these individuals will be printed on the license card, and any changes need to be provided to the Clerk's Office within 10-days of the change so a new license card may be issued.
 - c) The name under which the Mobile Food Vending Unit will be doing business.
 - d) A brief description of the food items to be sold.
 - e) A copy of the county health permit, if required.
 - f) A description of all vehicles to be used in the Mobile Food Vending Unit operation, including license plate number(s), and a complete copy of the current vehicle registration(s) and proof of insurance for each proposed Mobile Food Vending Unit.
 - g) Whether the applicant has ever had a license for mobile vending of any kind denied, revoked or suspended, and the date and jurisdiction of the denial, suspension or revocation.
 - h) Whether the applicant has ever been arrested, and if they were convicted, of a violation of any federal, state, or local law involving fraud, theft, violence, indecency, or controlled substances.

Chapter 49 – Mobile Food Vending Units

- i) Indicate if food is to be prepared in the Mobile Food Vending Unit using cooking appliances, and, if so, provide a description of the cooking appliances.

49.5. Restrictions and Requirements

- A. Mobile Food Vending Units cannot operate while stopped or parked on a public roadway or highway. They can operate on private property, with the permission of the property owner, or on public property not including streets and highways.
Exception: Mobile Food Vending Units may operate on residential streets while parked in a legal parking space, and in compliance with the other requirements of the City Code of Ordinances.
- B. Mobile Food Vending Units cannot operate within 300 feet (as the crow flies) of the property line of any brick-and-mortar restaurant.
- C. Mobile Food Vending Units cannot impede access to building entrances or driveways.
- D. Mobile Food Vending Units must remain more than 25 feet away from handicapped parking spaces and access ramps and cannot be placed on any property without the written permission of the property owner.
- E. Mobile Food Vending Units shall be in compliance with all health and welfare requirements of the state or county health departments.
- F. Sufficient trash receptacles must be provided, maintained, and emptied by the Mobile Food Vending Unit operator. Trash within 25 feet of the Mobile Food Vending Unit must be collected by the operator.
- G. Mobile Food Vending Units shall not operate a sound device that produces a loud or raucous noise, use or operate any loudspeaker, public address system, radio, sound amplifier, or similar device to attract public attention.
- H. Mobile Food Vending Units shall not operate in a way that increases traffic congestion or delay, impairs/blocks vehicular or pedestrian travel, poses a hazard to life or property, interferes with an abutting property owner, or obstructs access to emergency vehicles.
- I. Mobile Food Vending Unit operators must have authorization from the property owner(s) to utilize utilities. Licensees shall not connect the Mobile Food Vending Unit to a source of city electricity, water, or sewer, without first obtaining the express permission in writing from the City of Troy for the connection.

Chapter 49 – Mobile Food Vending Units

- J. Mobile Food Vending Unit operators shall not make use of any outdoor cooking facilities, including grills, and shall at no time utilize outdoor storage, warming, or refrigeration devices.
- K. The Mobile Food Vending Unit must be removed from the public property or private property outside of the approved hours of operation.
- L. Mobile Food Vending Units shall not operate within 300 feet of a City fair, festival, farmers market, concert, or any other City event, unless expressly authorized by the City to operate as part of the event. Mobile Food Vending Units shall not operate within 300 feet of any other event being conducted unless the vendor has express authorization from the event sponsor.
- M. Within residential areas, a mobile food vendor may only operate between the hours of 9:00 a.m. and 10:00 p.m. Within non-residential areas, a mobile food vendor may only operate between the hours of 6:00 a.m. and 2:00 a.m.
- N. Public property shall not be altered, and fixtures of any kind shall not be installed on public property by the licensee unless authorized by the City of Troy, including but not limited to signage, or securing or affixing the Mobile Food Vending Unit to any public structure.
- O. A Mobile Food Vending Unit License issued pursuant to this Chapter's provisions shall be displayed in a prominent location visible to customers at all times.
- P. Mobile Food Vending Units shall be required to have an annual inspection completed and passed by the Troy Fire Department in order to receive a license. Inspections will be scheduled by the Fire Department upon the receipt of the application from the City Clerk.

49.6. Suspension or Revocation of License

The City Clerk shall immediately take action to suspend the license of any Mobile Food Vending Unit when there is clear and convincing proof that the permittee or licensee has done any of the following:

- A. Acted in violation of any section of this ordinance or otherwise exceeded the scope of the license or permit granted
- B. Made a false statement on the application (includes affirmative statements and omissions)

Chapter 49 – Mobile Food Vending Units

- C. Conducted activities in a manner that is contrary to the health, morals, safety or welfare of the public
- D. Revocation or suspension of any required state or county authorization
- E. Arrest for any other federal, state or local controlled substance crime, theft or dishonesty crimes, food adulteration crimes, violent crimes, and crimes against children and/or solicitation

Immediately upon such suspension, the City Clerk shall provide written notice to the license holder by email and First Class US mail to the mailing address as indicated on the application, and the notice shall indicate the reason for the suspension.

If the permittee or licensee wishes to challenge the decision made by the City Clerk, then the licensee must file a written appeal to the City Manager within 14 days of being suspended. If the licensee does not appeal the City Clerk's decision within 14 days, the City Clerk will automatically revoke the permit or license.

Upon receipt of a written appeal, the City Manager will review any and all information surrounding the suspension, and make a written determination within 10 days. After reviewing all pertinent information, the City Manager may overrule the suspension, limit the timeframe for the suspension, revoke the license, or make any other determination under the circumstances. The City Manager's determination is the City's final decision. Failure of the permittee or licensee to timely meet the filing deadlines as set out in this Section waives any right to contest the suspension and ultimate revocation of the license.

49.7. Exemptions

The following persons are exempt from the licensing requirements of this division:

- A. A person authorized and approved by the City to sell/distribute food from a fixed or mobile vending unit during, and as part of, an official City of Troy fair, festival, or special event.
- B. A person authorized and approved by the City to sell/distribute food from a fixed or mobile vending unit during, and as part of, an official City of Troy event where the vendor is otherwise licensed to sell at that specific event.

Chapter 49 – Mobile Food Vending Units

- C. A person who is permitted or licensed under another section of the City Code to sell/distribute food from a fixed or mobile vending unit.

49.8. Violations and Penalties

- A. A violation of any section of this Chapter is a Municipal Civil Infraction subject to the provisions of Chapter 100 of the Code of the City of Troy.
- B. Each day that a violation continues is a separate Municipal Civil Infraction violation. Sanctions for each violation of said sections shall include a fine of not more than \$500.00, costs, damages and injunctive orders as authorized by Chapter 100.

Chapter 60 – Fees and Bonds Required

ITEM/SERVICE:	FEE:
(Adopted 10-23-2017; Effective 11-02-2017)	
Massage Therapist Registration	
Registration Fee	\$10.00
Annual Renewal Fee	\$10.00*
(09-08-08) *(11-24-2008; Enacted: 01-01-2009)	
Medical Marihuana Grow Operation	
Application and License Fee	\$1,500.00
Annual License Renewal Fee	\$1,500.00
(04-23-2018; Enacted: 05-03-2018)	
<u>Mobile Food Vending Unit (Chapter 49)</u>	
<u>Annual License Fee</u>	<u>\$100.00</u>
Motor Vehicle Races (Chapter 66) – Repealed 2/6/2017, Effective 2/16/2017	
Motorcycle & Motor Driven Rental Agency (Chapter 59)	
Each Location	
Annual Fee	\$100.00
Plus, each motorcycle/motor driven cycle Annual Fee	\$100.00
NOTARY SERVICE	
Required as part of official City business	No Charge
Fee per Notary Act	\$10.00
<i>Troy Resident or Troy Property Owner.</i>	
First Notary Act	No Charge
Subsequent Notary Act/s (per Notary Act)	\$10.00
(Rev. 03-23-09; Effective: 04-01-2009)	
Peddlers & Solicitors (Chapter 74)	
Per week	\$20.00
Per month	\$40.00
Annual Fee	\$100.00
Pet Shop (Chapter 75 – Repealed 03-28-2011)	
POLICE RECORDS SECTION SERVICE FEES	
ALARM REGISTRATION	
Alarm Registration Fee (Chapter 103)	\$25.00
Renewal of Alarm Registration*	\$25.00
Alarm Shut-off Fee	Actual Costs**
Non-Registered Alarms – Alarm Activation:	

Chapter 60 – Fees and Bonds Required

ITEM/SERVICE:	FEE:
PRECIOUS METALS, GEMS AND ITEMS (Chapter 69)	
Dealer Fee: Per Establishment	\$50.00
Fees collected by City Clerk as part of application and permitting process	
PRELIMINARY BREATH TEST ADMINISTRATION FEES	
City of Troy residents	\$5.00
Non-residents	\$10.00
REPORTS	
Labor charge-Except CAD Short Report (first 15 minutes)	\$7.00
Charge for each additional 15 minute interval	\$7.00
Each page, after the first 10 pages	0.32¢
CAD Short Report	\$3.50
These fees also apply to true copies of reports as required by subpoena	
TAXICAB/LIMOUSINE DRIVER, AND PEDDLER LICENSE, <u>AND MOBILE FOOD VENDING UNIT CLEARANCES</u>	
Taxicab/Limousine driver license processing fee (Chapter 65)	\$24.00 ³
<u>Mobile Food Vending Unit processing fee (Chapter 49)</u>	<u>\$24.00³</u>
Peddler license processing fee (Chapter 74)	\$24.00 ³
³ The fee includes \$10.00 for the clearance, plus a \$14.00 fingerprint processing fee	
Fees collected by City Clerk as part of application and permitting process	
(04-20-2009)	
Sidewalk and Approach Permits (Chapter 34)	
Minimum Permit Fee	\$35.00
Each additional 50 square feet above 500 square feet	\$1.00
Re-Inspection Fee	\$20.00
(Rev. 07-07-2008)	
Sign Permits (Chapter 85)	
Painted Wall Sign – under 100 square feet	\$ 75.00
Painted Wall Sign – 101 – 200 square feet	\$100.00
Painted Wall Sign – 201 – 300 square feet	\$100.00
Attached Wall Sign – under 100 square feet	\$100.00
Attached Wall Sign – 101 – 200 square feet	\$125.00
Attached Wall Sign – 201 – 300 square feet	\$150.00
Ground Sign – under 100 square feet	\$125.00
Ground Sign – 101 – 200 square feet	\$150.00
Ground Sign – 201 – 300 square feet	\$175.00
Road Closure Construction Sign	\$ 30.00
Special Event Sign	\$ 30.00
(Rev. 06-07-2010)	

Dr. Mark Nimtz from Our Shepard Lutheran Church performed the Invocation. The Pledge of Allegiance to the Flag was given.

A. CALL TO ORDER:

A Regular Meeting of the Troy City Council was held on June 13, 2022, 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
- Theresa Brooks
- Rebecca A. Chamberlain-Creanga
- Ann Erickson Gault
- David Hamilton
- Ellen Hodorek

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

- C-1** Certificate of Recognition and Congratulations to Athens High School 2021-2022 Junior Varsity and Varsity Winter Guard Teams

D. CARRYOVER ITEMS:

- D-1** No Carryover Items

E. PUBLIC HEARINGS:

- E-1** Preliminary Site Plan Review (SP JPLN2021-0028) – Proposed Golden Villas One Family Residential Cluster, South Side of Square Lake, West of Dequindre (PIN 88-20-12-200-031 and 88-20-12-200-035), Section 12, Currently Zoned R-1C (One Family Residential) District (*Introduced by: Brent Savidant, Community Development Director*)

The Mayor opened the Public Hearing. The Mayor closed the Public Hearing after receiving no Public Comment.

Resolution #2022-06-077
Moved by Erickson Gault
Seconded by Chamberlain-Creanga

WHEREAS, The City is in receipt of a proposed preliminary site plan application for Golden Villas, a 12-unit detached single family condominium One Family Cluster development; and,

WHEREAS, The base density under the R-1C (One-Family Residential) District as determined by the submission of a parallel plan is 8 units; and,

WHEREAS, In exchange for 4 additional units above the base density established by the parallel plan, the applicant is providing 33% open space, for a total of 12 units; and,

WHEREAS, The cluster development provides 1,900 square foot homes with first floor master bedroom and baths; and,

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

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

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

WHEREAS, The proposed cluster development was recommended for approval by the Planning Commission by a 6-1 vote;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the proposed Golden Villas Site Condominium, 12-units/lots, located on the south side of Square Lake, west of Dequindre, Section 12, currently zoned R-1C (One Family Residential) District, including providing regulatory flexibility for setbacks as per Section 10.04.E.5, as recommended by the Planning Commission, subject to the following:

1. Applicant will not use vinyl siding on any part of the exterior of the homes.
2. Applicant shall provide an Open Space Preservation Agreement prior to Final Site Plan approval.

Yes: All-7
No: None

MOTION CARRIED

E-2 Preliminary Site Plan Review (SP JPLN2021-0023) – Proposed Eckford Oaks One Family Residential Cluster, North Side of Eckford, West of Rochester (PIN 88-20-15-251-026 and 88-20-15-251-017), Section 15, Currently Zoned R-1C (One Family Residential) District (Introduced by: Brent Savidant, Community Development Director)

The Mayor opened the Public Hearing.

Resolution to Waive Rule #14 – Members of the Public and Visitors to Allow More Time for Public Comment

Resolution #2022-06-078
Moved by Baker
Seconded by Hamilton

RESOLVED, That Troy City Council hereby **WAIVES** *City Council Rule #14 – Members of the Public and Visitors* in order to allow four members of the public to consolidate their time, and provide Mr. Kapas with 12 minutes of Public Comment time.

Yes: All-7
No: None

MOTION CARRIED

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

Tony Kapas	Commented in opposition to E-02
Cheryl Kapas	Consolidated time to Mr. Kapas
Dennis Battisti	Consolidated time to Mr. Kapas
Bonita Jalon	Consolidated time to Mr. Kapas
Matthew Dempsey	Commented in opposition to E-02
Michael Rupert	Commented in support of paving Eckford
Rhonda Jewel	Commented in opposition to E-02
Regina Sipila	Commented in opposition to E-02
Mitch Doepke	Commented in opposition to E-02
Youngjee Hong	Commented in opposition to E-02
Caitlin Rider	Commented in opposition to E-02
Mo Winkler-Prins	Commented in opposition to E-02
David Duda	Commented in opposition to E-02

There was a consensus of City Council to allow Mr. Duda additional time.

Matthew Hetner	Commented in opposition to E-02
Lily Vainberg	Commented in opposition to E-02
Robert Campbell	Commented in opposition to E-02
Greg Schaafs	Commented in opposition to E-02
Mrs. Dempsey	Commented in opposition to E-02
Andrew Potter	Commented in opposition to E-02

Moved by Baker
Seconded by Hamilton

WHEREAS, The City is in receipt of a proposed preliminary site plan application for Eckford Oaks, a 26-unit detached single family condominium One Family Cluster development; and,

WHEREAS, The base density under the R-1C (One-Family Residential) District as determined by the submission of a parallel plan is 21 units; and,

WHEREAS, In exchange for 5 additional units above the base density established by the parallel plan, the applicant is providing 45% open space, for a total of 26 units; and,

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

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

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

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

WHEREAS, The proposed cluster development was recommended for approval by the Planning Commission by a 7-2 vote;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the proposed Eckford Oaks Site Condominium, 26-units/lots, located on the north side of Eckford, west of Rochester, Section 15, currently zoned R-1C (One Family Residential) District, including providing regulatory flexibility for setbacks as per Section 10.04.E.5, as recommended by the Planning Commission, subject to the following:

1. 70% of the homes built on the property shall be ranch homes.
2. Applicant shall provide an Open Space Preservation Agreement prior to Final Site Plan approval.

Resolution to Amend Item E-02 Preliminary Site Plan Review (SP JPLN2021-0023) – Proposed Eckford Oaks One Family Residential Cluster, North Side of Eckford, West of Rochester (PIN 88-20-15-251-026 and 88-20-15-251-017), Section 15, Currently Zoned R-1C (One Family Residential) District by Addition

Resolution #2022-06-079

Moved by Baker

Seconded by Hamilton

RESOLVED, That the Troy City Council hereby **AMENDS by ADDITION** Item *E-02 Preliminary Site Plan Review (SP JPLN2021-0023) – Proposed Eckford Oaks One Family Residential Cluster, North Side of Eckford, West of Rochester (PIN 88-20-15-251-026 and 88-20-15-251-017), Section 15, Currently Zoned R-1C (One Family Residential) District* to add the following:

3. The construction of a bike path as presented in the plans
4. The addition of a landscape buffer to buffer the units along Eckford

Yes: All-7

No: None

MOTION CARRIED

Resolution #2022-06-080

Moved by Baker

Seconded by Hamilton

WHEREAS, The City is in receipt of a proposed preliminary site plan application for Eckford Oaks, a 26-unit detached single family condominium One Family Cluster development; and,

WHEREAS, The base density under the R-1C (One-Family Residential) District as determined by the submission of a parallel plan is 21 units; and,

WHEREAS, In exchange for 5 additional units above the base density established by the parallel plan, the applicant is providing 45% open space, for a total of 26 units; and,

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

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

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

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

WHEREAS, The proposed cluster development was recommended for approval by the Planning Commission by a 7-2 vote;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the proposed Eckford Oaks Site Condominium, 26-units/lots, located on the north side of Eckford, west of Rochester, Section 15, currently zoned R-1C (One Family Residential) District, including providing regulatory flexibility for setbacks as per Section 10.04.E.5, as recommended by the Planning Commission, subject to the following:

1. 70% of the homes built on the property shall be ranch homes.
2. Applicant shall provide an Open Space Preservation Agreement prior to Final Site Plan approval.
3. The construction of a bike path as presented in the plans
4. The addition of a landscape buffer to buffer the units along Eckford

Yes: All-7

No: None

MOTION CARRIED

The Meeting **RECESSED** at 11:33 PM.

The Meeting **RECONVENED** at 11:38 PM.

F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

G. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:**I-1 Board and Committee Appointments: a) Mayoral Appointments – None; b) City Council Appointments – Civil Service Commission (Act 78)****a) Mayoral Appointments: None****b) City Council Appointments:**

Resolution #2022-06-081

Moved by Erickson Gault

Seconded by Hodorek

RESOLVED, That Troy City Council hereby **CONFIRMS** the appointment of the following person to serve on the Boards and Committees as indicated:

Civil Service Commission (Act 78)

Appointed by Mayor

3 Regular Members:

1-Council; 1-Police/Fire Rep; 1-Civil Service

6 Year Term

Term Expires: 4/30/2028**Donald E. McGinnis, Jr.****Police/Fire Rep.**

Term currently held by: Donald E. McGinnis, Jr.

Yes: All-7

No: None

MOTION CARRIED**I-2 Board and Committee Nominations: a) Mayoral Nominations – None; b) City Council Nominations – Employees Retirement System Board of Trustees/Retiree Health Care Benefits Plan and Trust, Liquor Advisory Committee, Southeastern Michigan Council of Governments (SEMCOG),****a) Mayoral Nominations: None****b) City Council Nominations:**

Resolution #2022-06-082

Moved by Erickson Gault

Seconded by Brooks

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:

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

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

Nominations to the Employees Retirement System Board of Trustees / Retiree Health Care Benefits Plan and Trust:

Term Expires: 12/31/2024 **John Foster** **Council Appointed Citizen**

Term currently held by: Mark Calice

Yes: All-7
No: None

MOTION CARRIED

Resolution #2022-06-083
Moved by Erickson Gault
Seconded by Hamilton

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:

Liquor Advisory Committee

Appointed by Council
7 Regular Members
3 Year Term

Nominations to the Liquor Advisory Committee:

Term Expires: 1/31/2025 **David Haight**

Term currently held by: David Haight

Yes: All-7
No: None

MOTION CARRIED

Resolution #2022-06-084
Moved by Erickson Gault
Seconded by Hodorek

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:

Southeastern Michigan Council of Governments (SEMCOG)

Appointed by Council
1 Regular Member and 1 Alternate Member
Appointed Every Odd-Year Election

Nominations to the Southeastern Michigan Council of Governments (SEMCOG):

Term Expires: 11/13/2023

Mark Adams

Alternate

Yes: All-7
No: None

MOTION CARRIED

I-3 No Closed Session Requested

J. CONSENT AGENDA:

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

Resolution #2022-06-085-J-1a
Moved by Abraham
Seconded by Erickson Gault

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

Yes: All-7
No: None

MOTION CARRIED

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

J-2 Approval of City Council Minutes

Resolution #2022-06-085-J-2

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

- a) City Council Minutes-Draft – May 23, 2022
- b) Special City Council Meeting Minutes-Draft – June 1, 2022

J-3 Proposed City of Troy Proclamations: None Submitted

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 3: Exercise Renewal Option – Workers' Compensation Renewal**

Resolution #2022-06-085-J-4a

RESOLVED, That Troy City Council hereby **APPROVES** the one (1) year renewal Agreement with the Michigan Municipal League Workers' Compensation Fund for Workers' Compensation Insurance and **AUTHORIZES** payment in an amount not to exceed the annual premium of \$445,985 for one (1) year, and further **AUTHORIZES** the City Manager to execute any documents necessary for the renewal of the Agreement with the Michigan Municipal League Workers' Compensation Fund; contract to expire June 30, 2023.

- b) **Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Police Department Emergency Operations Center HVAC Upgrades**

Resolution #2022-06-085-J-4b

RESOLVED, Troy City Council hereby **APPROVES** expending budgeted capital funds to *Lennox Industries of Troy, MI* (Resolution #2021-07-113) for the purchase of HVAC Equipment for the Police Department Emergency Operations Center for an estimated cost of \$11,454.12 not to exceed budgetary limitations.

- c) **Standard Purchasing Resolution 1: Award to Low Bidder – Contract 22-04 – Section 22 Pavement Rehabilitation**

Resolution #2022-06-085-J-4c

RESOLVED, That Troy City Council hereby **AWARDS** Contract No. 22-04, Section 22 Pavement Rehabilitation, to *Asphalt Specialists, Inc., 1780 E Highwood Road, Pontiac, MI 48340*, for their low bid of \$1,578,149.95.

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

J-5 Bid Waiver – eTitle Agency – Title Reporting and Closing Services

Resolution #2022-06-085-J-5

WHEREAS, Section 12.1 of the City Charter directs City Management to obtain comparative prices for the purchase and sale of all materials except in the employment of professional services; and,

WHEREAS, All sales or purchases in excess of \$10,000 shall be approved by City Council and competitively bid except where Council shall determine that the public interest will be best served without obtaining sealed bids; and,

WHEREAS, eTitle Agency is a Troy based company and has provided property research and information reporting services, and title acquisition and closing services to the City for many years without any issues; and,

WHEREAS, A market survey was conducted which verified that the current rates provided by eTitle are comparable and the best value for the City;

THEREFORE, BE IT RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AUTHORIZES** City Administration to use *eTitle Agency of Troy, MI* for title reporting and closing services for the Rochester Road Improvement Project, Barclay Drive to Trinway – Project Number 2022CG0002, for an amount not to exceed \$150,000.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the ongoing use of eTitle for other necessary future title reporting and closing services.

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

J-6 Classified and Exempt Classification and Pay Plan Updates

Resolution #2022-06-085-J-6

WHEREAS, The Classification Plan for Classified Employees, Classification Plan for Exempt Employees and the Pay Plan for Classified and Exempt Employees was last revised July 2021; and,

WHEREAS, The City has updated, added and removed Exempt and Classified positions since the last revision; and,

WHEREAS, The Personnel Board has reviewed and approved the revised Classification Plan for Classified employees.

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the July 1, 2022 Classification Plan for Classified Employees, Classification Plan for Exempt Employees and the Pay Plan for Classified and Exempt Employees.

J-7 Fiscal Year 2023 Proposed Water Connection Fees

Resolution #2022-06-085-J-7

RESOLVED, That Troy City Council hereby **APPROVES** the following revisions to the Water Connection Fees as recommended by City Management, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, and said fee revision shall be effective July 1, 2022:

2023 Water Connection Fees

Service Charges	Current
Water Turn off/on - all inclusive Regular working hours After working hours	\$50.00 Flat Rate \$200.00 +parts/materials
Meter Install/reinstall **	\$50.00
Meter Pull **	\$50.00
Meter Interface Unit relocate, fix, rewire	
Meter Interface Unit Replacement	\$50.00 + MIU Cost
Damaged/Frozen Meter	\$50.00 + Meter Cost
Meter Testing - High Consumption	\$50.00
Meter Re-seal	\$50.00

NOTE: Replaced meters and any property belonging to the City of Troy in need of repair/replacement is not included in the flat rate service charge. Replaced/repared materials will be an additional cost. All interior valves, including the valves on either side of the meter is the customers responsibility and not maintained by the City.

** Includes sprinkler meters and residential winterizations

Water Tap/Connect Fees	Current	Proposed	Increase	Percent Change
3/4" Service (5/8" MTR) Existing Svc Only	\$293.25	\$324.00	\$30.75	10%
1" Service (3/4" MTR)	\$2,094.52	\$2,525.00	\$430.48	21%
1-1/2" Service (1" MTR)	\$2,444.96	\$2,940.00	\$495.04	20%
2" Service (1-1/2" MTR)	\$3,075.89	\$3,914.00	\$838.11	27%
3" Service (2" MTR) *	\$1,763.42	\$2,229.00	\$465.58	26%
4" Service (3" MTR) *	\$2,600.86	\$3,252.00	\$651.14	25%
6" Service (4" MTR) *	\$3,461.06	\$4,279.00	\$817.94	24%
8" Service (6 MTR) *	\$5,196.63	\$6,914.00	\$1,717.37	33%

*CONTRACTOR PERFORMS TAP

Water Service/ Connection Size	Labor, Equip, Materials (less Meter)	Meter Install Charge	Construction Water	Inspection Fee	Sub Total
3/4"	Existing SVC Only	\$50.00	\$210.00	\$35.00	\$295.00
1"	\$1,948.00	\$50.00	\$210.00	\$35.00	\$2,243.00
1-1/2"	\$2,604.00	\$50.00	\$210.00	\$35.00	\$2,899.00
2"	\$3,122.00	\$50.00	\$210.00	\$35.00	\$3,417.00
3"	*	\$50.00	\$210.00	\$35.00	\$295.00
4"	*	\$50.00	\$210.00	\$35.00	\$295.00
6"	*	\$50.00	\$210.00	\$35.00	\$295.00
8"	*	\$50.00	\$210.00	\$35.00	\$295.00

* CONTRACTOR PERFORMS TAP

Meter Size	Meter & MIU Cost	Total	Meter Cost
5/8"	\$204.00	\$499.00	\$112.00
3/4"	\$264.00	\$2,507.00	\$143.00
1"	\$337.00	\$2,899.00	\$200.00
1-1/2"	\$672.00	\$3,417.00	\$445.00
2"C	\$2,109.00	\$295.00	\$1,750.00
3"C	\$3,132.00	\$295.00	\$2,425.00
4"C	\$4,159.00	\$295.00	\$3,250.00
6"C	\$6,794.00	\$295.00	\$5,450.00

C = Compound Meter

J-8 Uniform Video Service Local Franchise Agreement with Comcast

Resolution #2022-06-085-J-8

WHEREAS, Comcast has presented the City of Troy with an application and proposed new ten-year franchise agreement which satisfies the legal and technical requirements of the Uniform Video Service Local Franchise Act, MCL 484.3301 et. seq.; and,

WHEREAS, The City's powers are limited when there is legal and technical compliance;

NOW, THEREFORE, BE IT RESOLVED, That the Troy City Council hereby **FINDS** that the Comcast Franchise Agreement meets the legal and technical requirements of the Act, and solely for that reason, the Troy City Council hereby **APPROVES** the Agreement with Comcast, in compliance with Section 3(3) of the Act.

BE IT FURTHER RESOLVED, That such approval by the City is **GIVEN** only because it is required by the Act, and is **NOT AN INDICATION** of the City's agreement with or assent to any provisions of the Act or Agreement.

BE IT FURTHER RESOLVED, That the approval of the Comcast Franchise Agreement **DOES NOT WAIVE** the City's rights to challenge any provisions of the Act and/or any related provisions of the Agreement, including the argument that such provisions are invalid and unenforceable as violations of law or an unconstitutional impairment of the City's contractual rights; and, furthermore, the City **RESERVES** any and all rights stemming from any successful challenge to such provisions that are undertaken by any other local franchising entity.

BE IT FINALLY RESOLVED, That the Mayor and the City Clerk shall **SIGN** the Comcast Franchise Agreement on behalf of the City of Troy, and a copy of the executed agreement shall be **ATTACHED** to the original Minutes, and the City Clerk shall **FORWARD** the executed agreement, in addition to a certified copy of this Resolution, to Comcast at the address indicated in the Franchise Agreement.

J-9 Request for Acceptance of Two Permanent Easements from Ravishankar Bommanahally and Shobha Ravishankar Kanasandra Shivalingiah, Sidwell #88-20-16-427-056

Resolution #2022-06-085-J-9

RESOLVED, That Troy City Council hereby **ACCEPTS** two permanent easements for storm sewers and surface drainage, and sidewalks from Ravishankar Bommanahally and Shobha Ravishankar Kanasandra Shivalingiah, owners of the property having Sidwell #88-20-16-427-056.

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

J-10 Request for Acceptance of a Permanent Easement from Andrew Xavier and Angela Xavier, Sidwell #88-20-30-205-003

Resolution #2022-06-085-J-10

RESOLVED, That Troy City Council hereby **ACCEPTS** a permanent easement for storm sewers and surface drainage from Andrew Xavier and Angela Xavier, owners of the property having Sidwell #88-20-30-205-003.

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

J-11 Request for Acceptance of a Permanent Easement from Eric Robert Murphy, Sidwell #88-20-25-352-070

Resolution #2022-06-085-J-11

RESOLVED, That Troy City Council hereby **ACCEPTS** a permanent easement for storm sewers and surface drainage from Eric Robert Murphy, owner of the property having Sidwell #88-20-25-352-070.

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

J-12 Request for Acceptance of a Permanent Easement from Vesta Homes, Inc., Sidwell #88-20-25-352-071 and -072

Resolution #2022-06-085-J-12

RESOLVED, That Troy City Council hereby **ACCEPTS** a permanent easement for storm sewers and surface drainage from Vesta Homes, Inc., owner of the parcels identified with Sidwell #88-20-25-352-071 and -072.

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

J-13 Request for Acceptance of Two Permanent Easements from 14 Mile & John R Holdings, LLC, Sidwell #88-20-35-400-038

Resolution #2022-06-085-J-13

RESOLVED, That Troy City Council hereby **ACCEPTS** two permanent easements for water mains and sanitary sewers from 14 Mile & John R Holdings, LLC, owner of the property having Sidwell #88-20-35-400-038.

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

J-14 Renewal of PROTEC Membership

Resolution #2022-06-085-J-14

RESOLVED, That Troy City Council hereby **APPROVES** the City's annual membership for PROTEC (the Michigan Coalition to Protect Public Rights of Way) for the fiscal year beginning July 1, 2022, and **AUTHORIZES** payment of membership dues in the amount of \$10,475.28.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings: None Submitted

K-2 Memorandums (Items submitted to City Council that may require consideration at some future point in time):

- a) Chapter 49 – Mobile Food Vending Units Ordinance and Request to Amend Chapter 60 – Fees and Bonds Required

L. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

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

N. COUNCIL REFERRALS:

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

N-1 No Council Referrals Submitted

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

- a) Building Code Board of Appeals-Final – February 2, 2022
- b) Zoning Board of Appeals-Final – February 15, 2022
- c) Planning Commission-Final – May 10, 2022
Noted and Filed

O-2 Department Reports: None Submitted**O-3 Letters of Appreciation: None Submitted****O-4 Proposed Proclamations/Resolutions from Other Organizations: None Submitted****P. COUNCIL COMMENTS:****P-1 Council Comments**

Mayor Baker commented on the Stage Nature Center 5K on June 12th and thanked all of the volunteers, board members, City staff, and walkers/runners for a great event.

Mayor Baker commented on the fire at Somerset Collection and he thanked the Fire Department, volunteer firefighters and first responders for a job well done.

Q. PUBLIC COMMENT FOR ITEMS ON OR NOT ON THE AGENDA FROM MEMBERS OF THE PUBLIC OUTSIDE OF TROY (NOT RESIDENTS OF TROY AND NOT FROM TROY BUSINESSES):**R. CLOSED SESSION****R-1 No Closed Session****S. ADJOURNMENT:**

The Meeting **ADJOURNED** at 11:49 PM.

Mayor Ethan Baker

M. Aileen Dickson, MMC, MiPMC II
City Clerk

2022 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

November 19, 2022..... City of Troy Advance

2022 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

June 27, 2022 Regular Meeting
July 11, 2022..... Regular Meeting
July 25, 2022..... Regular Meeting
August 15, 2022 Regular Meeting
August 22, 2022 Regular Meeting
September 12, 2022..... Regular Meeting
September 19, 2022..... Regular Meeting
October 3, 2022..... Regular Meeting
October 24, 2022..... Regular Meeting
November 14, 2022..... Regular Meeting
November 21, 2022..... Regular Meeting
December 5, 2022..... Regular Meeting
December 12, 2022..... Regular Meeting

**PROCLAMATION CELEBRATING
TRANSPORTATION INSIGHT AND NOLAN TRANSPORTATION GROUP
FOR PLANTING TREES AT BOULAN PARK IN THE CITY OF TROY**

WHEREAS, ReLeaf Michigan, a 34-year-old non-profit organization, partners with communities statewide to replenish community tree canopies through volunteer tree planting events; and

WHEREAS, Trees provide incredible benefits to the communities in which they are planted. Trees improve air and water quality, reduce stormwater runoff, improve mental wellness, reduce rates of childhood asthma, cool our neighborhoods and enhance the commercial and economic vitality; and

WHEREAS, On Earth Day in 2021, **Transportation Insight (TI) and Nolan Transportation Group (NTG)** committed to *Go for Neutral* and launched a sustainability program designed to help their shippers and carriers collectively lower their carbon footprint. This partnership with ReLeaf Michigan engaged their employees in environmental stewardship and represents their commitment to support environmental groups improving the communities they live and work in; and

WHEREAS, ReLeaf Michigan identified the opportunity at Boulan Park which **Transportation Insight and Nolan Transportation Group** proudly supported. On May 21, 2022, ReLeaf Michigan partnered with the City of Troy, **TI, NTG**, and the Michigan DNR Urban and Forestry Program to help plant 20 trees at Boulan Park; and

WHEREAS, **Transportation Insight Holding Company** is the combination of industry-leading logistics providers **Transportation Insight and Nolan Transportation Group (NTG)**. **TI** brings over two decades of multi-modal expertise and technology to the logistics industry and ranks amongst North America's top 10 largest logistics companies. In 2022, **TI & NTG** employees will plant over 1,000 trees and clean two rivers with 12 environmental partners across the country; and

NOW, THEREFORE, BE IT RESOLVED, That the Mayor and City Council of the City of Troy hereby applaud and sincerely thank **TI and NTG employees Mark Antakli, Laciandra Garrett, Maggie Hanley, Steven Hirsch, Oliver Hopton, Stephen Mclsaac, Brooklyn Powers, Alex Rawlik, Ashley Reed, Fadi Sayegh, Jonathan Smith, and Brianna Weikel** for their work to plant 20 trees at Boulan Park; and

BE IT FURTHER RESOLVED, That the Mayor and City Council of the City of Troy invite all residents to recognize and celebrate the generosity and dedication of **Troy companies Transportation Insight and Nolan Transportation Group** and their employees, true heroes in our Troy community.

Presented this 11th Day of July 2022



CITY COUNCIL AGENDA ITEM

Date: June 27, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Kurt Bovensiep, Public Works Director
Brian D Varney, Fleet Operations Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – DPW Pickup Truck Snow Plow

History

- On May 9, 2022 City Council authorized fleet vehicle purchases (Resolution# 2022-05-068) The pickup truck that was part of that purchase has arrived sooner than expected and requires the installation of a snow plow to be ready for the upcoming winter season.
- Due to the rising cost of materials and parts shortages it is in the best of the City to make this purchase now before this type of equipment is in high demand and short supply.

Purchasing

- Three comparative price quotes for a Western 8’ Pro Plus Snow Plow including installation have been obtained from local vendors.
- *Bostick Truck of Pontiac, MI is the total low bidder* for an estimated total cost of \$6,489.00 as per the attached quotes.

Financial

Funds are budgeted and available in the Public Works Fleet Division Capital Fund under Project Number 2022C0128 for the 2022 Fiscal Year. Expenditures will be charged to account number 661.549.565.7981.

Recommendation

City Management recommends granting the authority to expend budgeted capital funds to *Bostick Truck of Pontiac, MI*, for the purchase and installation of a Western Pro Plus Snow Plow on a recently acquired DPW pickup truck for an estimated total cost of \$6,489.00 but not to exceed budgetary limitations.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM



(Not actual vehicle – Example of snow plow only)



Bostick Truck Center

Salesperson: Nick Jewell
1368 Joslyn Ave
Pontiac, MI 48340
☎ 248-373-6100
☎ 248-996-2898
nick@bosticktruck.com

ESTIMATE

EST1622

DATE

05/23/2022

TOTAL

USD \$6,489.00

TO

City of Troy

Greg
500 W Big beaver Rd
Troy, MI 48084
(248) 524-3389
fleetsupervisors@troymi.gov

DESCRIPTION	RATE	QTY	AMOUNT
M11 Western 8' Pro Plus Snow Plow -31.5" blade height -12 ga red powder coated steel -(4) trip springs w/ (8) ribs -Nighthawk halogen headlights, Ultramount 2 attachment -Handheld control -805lb plow weight -Rubber Snow Deflector -Installed -Municipal	\$6,489.00	1	\$6,489.00

SUBTOTAL	\$6,489.00
TAX (6%)	\$0.00

Truck Information: 2022 Chevy 2500 Gas Pickup

TOTAL	USD \$6,489.00
--------------	-----------------------

Options:

Customer:

Quote Expires after 30 Days



JOHN R. SPRING & TIRE CENTER

1782 E. MAPLE
TROY, MI 48083

(248) 588-7200 Fax : (248) 588-1254

ORDER NUMBER

249750

Date: 05/19/2022

Page No. 1

Sold To: CITY OF TROY MOTOR POOL

4693 ROCHESTER RD.
TROY, MI 48098

Phone : (248) 524-3389D

12492

Phone : (248) 524-3390

Tech : 24

12:17pm

Vehicle: Make:

Model : Year:

Mileage: 0

Item	Quantity	Description	Price	Extension
		ATT: GREG (2022 CHEVROLET 2500HD)		
UTPP80	1.00	8 FT PRO PLUS UT-MOUNT PLOW	6015.75	6015.75
SS	1.00	SHOP SUPPLIES	20.00	20.00
L	1.00	PER HOUR LABOR CHARGE	450.00	450.00
JRSDEF	1.00	SNOW DEFLECTOR KIT (JRS) W/64801 X 2 W/64802 X 1	110.00	110.00
L	1.00	PER HOUR LABOR CHARGE	55.00	55.00
		FLEETSUPERVISORS@TROYMI.GOV		

Thank You for your patronage!

24 002

P.O. Number:

Balance Due

\$ 6650.75

Labor Total:	505.00
Parts Total:	6145.75
SubTotal:	6650.75
Tax:	0.00
Total:	6,650.75

Charge Acct 0.00

WE OFFER A FULL LINE OF WESTERN PLOW PARTS

MONDAY - FRIDAY 8AM-6PM SATURDAY 8AM-3PM

WITH PURCHASE OF FOUR NEW CAR OR TRUCK TIRES
FREE LIFETIME FLAT REPAIRS AND ROTATIONS

SAFETY NOTICE

- (1) ALL U-Bolts 5/8" AND HEAVIER MUST be re-tightened within 5 days.
- (2) ALL LUG NUTS on Aftermarket Wheels MUST be re-tightened after 50 miles.

All repairs and parts listed were furnished in compliance with:

Michigan Auto Repair Act (P.A. 300). X

RETURN POLICY

NO REFUNDS GRANTED ON PURCHASED ITEMS RETURNED AFTER 30 DAYS.
20% SERVICE FEE WILL BE ASSESSED ON ALL ALLOWABLE RETURNED ITEMS.

WARRANTY INFORMATION: The only warranties applying to the above listed part(s) and/or service(s) are those which may be offered by the manufacturer. John R. Spring & Tire Center, Inc., selling dealer, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the above part(s) and/or service(s). Purchaser shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income or any other incidental damages.

I ACKNOWLEDGE THAT I HAVE READ THE ABOVE INCLUDING THE SAFETY NOTICE, RETURN POLICY AND WARRANTY INFORMATION AND I FURTHER ACKNOWLEDGE THAT I SIGNED A REQUEST FOR PART(S) AND/OR SERVICE(S) PRIOR TO RECEIVING AN ESTIMATE OF COST OF REPAIRS.

X

SIGNATURE (You are entitled to a copy of this invoice at time of your signature)

TRUCK & TRAILER *Specialties, Inc.*

900 Grand Oaks Drive | Howell, MI 48843 | www.ttspec.com | ph: (517) 552-3855 | fx: (517) 552-3666

June 2, 2022

City of Troy
4693 Rochester Road, Troy, MI 48085
Attn: Brian Varney, Fleet Superintendent, ph: (248) 524-3390
HQ0003147

Equipment Quotation

The following pricing is based on City of Rochester Hills RFP-RH-20-023 contract awarded September 2020

Chassis information: 2022 GMC Sierra 2500HD, Double Cab

Install Western 8' ProPlus Steel Snow Plow including the following:
8' straight steel blade
Complete with hand-held control, driving lights, blade guides, disc shoes & rubber snow deflector
Ultra-mount2 mounting system

Above installed pricing: \$7,806.00 ea.

HQ0003148

Option Install Luverne serrated grip-step foot rails on both sides (mos. LV415078 & LV401445)

Option add: \$757.00 ea.

Option Install BackRack including hardware kit (mos. 15020 & 30124)

Option add: \$359.00 ea.

Payment Terms: Net 30 days. Pricing effective for 30 days.

FOB: City of Troy

Thank you for the opportunity to quote.

Respectfully submitted by,
Jon Luea/Brian Bouwman



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-05

CITY COUNCIL AGENDA ITEMS

June 22, 2022

TO: Mark Miller, City Manager

FROM: Robert J. Bruner, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Kelly M. Timm, City Assessor

SUBJECT: Agenda Item – 2022 Revised Poverty Exemption Guidelines Resolution

MCL 211.7u provides for a property tax exemption, in whole or part, for the principal residence of persons who, by reason of poverty, are unable to contribute to the public charges. MCL 211.7u requires local units to adopt guidelines that must include the specific income and asset levels of the applicant and the total household income and assets.

Attached is a revised poverty exemption resolution replacing Resolution #2021-12-200-J-6 adopted by the Troy City Council on Monday, the Thirteenth day of December 2021.



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-06

CITY COUNCIL AGENDA ITEM

Date: June 27, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Renee Hazen, City Treasurer
Dee Ann Irby, Controller

Subject: Assessment of Delinquent Accounts

History

- Section 1.167 of Chapter 5 and Section 6 of Chapter 20 of the Ordinance Code of the City of Troy require that delinquent payments and invoices, as of April 1st each year, shall be reported to City Council. City Council shall certify the list to the City Assessor who shall add the delinquent amounts to the summer tax roll.

Financial

- The delinquent invoices and water/sewer bills to be assessed on the 2022 summer tax roll is as follows:

➤ Delinquent invoices (various funds)	\$ 88,146.54
➤ Delinquent water & sewer accounts	<u>\$ 668,002.36</u>
Total Assessments including penalties	\$ 756,148.90

Recommendation

Finance Department Staff recommends that City Council approve the assessment of delinquent accounts to the City's Summer 2022 tax roll.



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-07

CITY COUNCIL AGENDA ITEM

Date: June 22, 2022

To: Honorable Mayor and Troy City Council Members

From: Mark F. Miller, City Manager
Robert J. Bruner, Assistant City Manager
Lori Grigg Bluhm, City Attorney

Subject: First Amendment to Lowry Street Tower Lease

On October 6, 1998, the City entered into the attached Lease Agreement with AT & T, allowing AT & T to place its antennae on a 176-foot high tower that was constructed on Lowery Street. This Lease Agreement, which was negotiated by outside counsel specializing in this area, expires on June 30, 2022. The Lease has been favorable to the City, and provides an income stream. The proposed First Amendment would allow for the parties to continue the lease arrangement for the tower, setting an initial rent of \$40,000 and allowing for a three percent (3%) adjustment to the annual rent. AT & T has asked for some minor modifications to the Lease, which are acceptable to City Administration.

We recommend approval of a First Amendment to Lease Agreement for the Lowery Street Tower. We are happy to address any questions that you have.

Market: MI / IN
Cell Site Number: MI3328
Cell Site Name: MDOT Tower
Fixed Asset Number: 10076496

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (“**Amendment**”) dated as of the later date below is by and between City of Troy, a Michigan municipal corporation, having a mailing address at 500 West Big Beaver Road, Troy, MI 48084 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to AT&T Wireless Services PCS, Inc., a Delaware corporation, acting by and through its Agent, Wireless PCS, Inc., d/b/a AT&T Wireless Services, having a mailing address at 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

WHEREAS, Landlord and Tenant (or its affiliate or predecessor in interest) entered into the attached Lease Agreement dated October 6, 1998, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 203 Lowry Street, Troy, MI 48084 (collectively, the “**Lease**”); and

WHEREAS, the term of the Lease will expire on June 30, 2022, and the parties mutually desire to renew the Lease, memorialize such renewal period and modify the Lease in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Lease to extend the term of the Lease; and

WHEREAS, Landlord and Tenant desire to adjust the rent in conjunction with the modifications to the Lease contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Lease to clarify the scope of Tenant's permitted use of the Premises; and

WHEREAS, Landlord and Tenant, desire to amend the Lease to modify the notice section thereof; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Lease as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Term.** The term of the Lease shall be amended to provide that the Lease has a new initial term of ten (10) years (“**New Initial Term**”), commencing on July 1, 2022, (“**New Term**”).

Commencement Date”). The Lease will be automatically renewed for up to four (4) additional five (5) year terms (each a “**Renewal Term**”) upon the same terms and conditions of the Lease, as amended herein, without further action by Tenant, unless Tenant notifies Landlord in writing of Tenant’s intention not to renew the Lease at least sixty (60) days prior to the expiration of the New Initial Term or the then current Renewal Term. Hereafter, the defined term “**Term**” shall include the New Initial Term and any applicable Renewal Term. Landlord agrees and acknowledges that except that as such permitted use or other rights may be amended herein, Tenant may continue to use and exercise its rights under the Lease as permitted prior to the New Initial Term.

2. **Modification of Rent.** Commencing on July 1, 2022, the annual rent payable under the Lease shall be Forty Thousand and No/100 Dollars (\$40,000.00) (the “**Rent**”), and shall continue during the Term, subject to adjustment, if any, as provided below. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount.

3. **Future Rent Increase / Annual Payments.** The Lease is amended to provide that commencing on July 1, 2023 and for the duration of the Renewal Term, the annual Rent shall increase by three percent (3%) over the Rent paid during the previous year.

4. **Permitted Use.** Tenant, its personnel, invitees, contractors, agents, or assigns may use the Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals, and with advanced written permission from Landlord, which shall not be unreasonably withheld, may modify, replace, upgrade, or expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon or relocate the same within the Premises at any time during the term of the Lease, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services, or for any other reason. Landlord shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use.

5. **Acknowledgement.** Landlord and Tenant acknowledge that: 1) this Amendment is entered into of the Tenants and Landlord’s free will and volition; 2) Tenant and Landlord have read and understand this Amendment and the underlying Lease and, prior to execution of this Amendment, was free to consult with counsel of its choosing regarding its decision to enter into this Amendment and to have counsel review the terms and conditions of this Amendment.

6. **Notices.** Section 29 of the Lease is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Landlord:

City of Troy
City Manager and City Attorney
500 West Big Beaver Road
Troy, MI 48084

If to Tenant:

New Cingular Wireless PCS, LLC
Attn: TAG – LA
Re: Cell Site #: MI3328
Cell Site Name: MDOT Tower (MI)
Fixed Asset #: 10076496
1025 Lenox Park Blvd. NE
3rd Floor
Atlanta, GA 30319

With a copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #: MI3328
Cell Site Name: MDOT Tower (MI)
Fixed Asset #: 10076496
208 S. Akard Street
Dallas, Texas, 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

7. **Charges.** All charges payable under the Lease such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of the Lease.

8. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.

9. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

LANDLORD:

City of Troy,
a Michigan municipal corporation

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name: _____

Its: _____

Date: _____

By: _____

Print Name: _____

Its: _____

Date: _____

LANDLORD ACKNOWLEDGEMENT

STATE OF _____)

)

COUNTY OF _____)

I CERTIFY that on _____, 202__,
_____ [name of representative] personally came before me and
acknowledged under oath that he or she:

- (a) is the City Manager of **City of Troy, a Michigan municipal corporation**, the
corporation named in the attached instrument;
- (b) was authorized to execute this instrument on behalf of the corporation; and
- (c) executed the instrument as the act of the corporation.

Notary Public: _____

My Commission Expires: _____

TENANT ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company.** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____

Reo# 97-550
6-16-97

LEASE AGREEMENT

This Lease ("Lease") is entered into this 6th day of October, 1998, between the CITY OF TROY, a Michigan municipal corporation, whose address is 500 West Big Beaver, Troy, Michigan 48084, ("Landlord") and AT&T WIRELESS SERVICES PCS, INC., a Delaware corporation, acting by and through its Agent, WIRELESS PCS, INC., d/b/a AT&T WIRELESS SERVICES, whose address is 26877 Northwestern Highway, Suite 350, Southfield, MI 48034, ("Tenant").

RECITALS

- A. Landlord is the owner of a certain parcel of land located in the City of Troy, commonly known as the "Lowery Street Site", legally described on the attached **Exhibit A** (the "Property").
- B. Tenant is in the telecommunications business and desires to lease from Landlord a certain part of the Property, which part is legally described on Exhibit B (the "Premises") to install and operate on the Premises a one hundred seventy-five (176') foot high self-supporting lattice tower (the "Tower") furnished by the Michigan Department of Transportation ("MDOT") in accordance with the plans and specifications for the Premises, installed by Tenant for use by Tenant in connection with its telecommunications business, and for use by Landlord and others authorized by Landlord and Tenant for communication purposes and other non-interfering uses.
- C. Landlord is willing to lease to Tenant and Tenant is willing to lease from Landlord the Premises upon the terms and conditions set forth in this Lease Agreement (the "Lease").

THEREFORE, in consideration of the mutual covenants contained in this Lease, the Landlord and Tenant agree as follows:

1. **Leased Premises.** Landlord leases to Tenant and Tenant leases from Landlord the ground space described on **Exhibit A** to install the Tower and to construct one equipment shelter of 21' x 42-1/2' in accordance with the site plan attached as **Exhibit B** (the "Equipment Shelter") for use by Landlord, Tenant, MDOT and two (2) other users, together with a non-exclusive easement for ingress, egress and utilities over the adjacent real property as legally described on the attached **Exhibit B** under the caption "Access Easement" and "Utilities Easement". Landlord and Tenant acknowledge that Landlord may use the vertical space at _____ feet on the Tower unless modified by a written amendment executed by Landlord and Tenant and that Tenant may use the vertical space at 166 feet on the Tower. The Equipment Shelter shall be constructed with separate rooms for use by Tenant, MDOT, Landlord and two (2) other users, with separate entrances, electrical outlets and utility services for each occupant. All of the foregoing are collectively referred to as the "Premises". This Lease is not a franchise pursuant to Article 7, Section 29 of the Michigan Constitution, nor is it a permit to use the rights-of-way under Article 2A of the Michigan Telecommunications Act, Act No. 216 of the Public Acts of 1995. Any such franchise or Act 216 permit must be obtained separately from Landlord.

2. **Term and Renewals.** The initial term of this Lease shall commence on the date of issuance of a Certificate of Occupancy by the City (the "Commencement Date") and shall end on June 30, 2004. Provided Tenant is not then in default under this Lease, this Lease shall be automatically renewed for up to three (3) successive renewal terms of five (5) years each at the expiration of each preceding term and one (1) final renewal term of three (3) years, unless Tenant notifies Landlord in writing at least one hundred twenty (120) days prior to expiration of the then current term of the Lease. Each renewal shall be on the same terms and conditions as are contained in this Lease, except that the rental rate shall be adjusted as provided on **Exhibit C** of this Lease and there shall be no renewal after the final renewal term.

3. **Rent and Other Consideration.**

a. Tenant shall pay Landlord a lump sum, non-refundable initial payment of One Hundred Thousand (\$100,000.00) Dollars in lieu of annual rent for the initial seven (7) years, in addition, Forty Thousand (\$40,000.00) Dollars for the purchase of microwave communications equipment by the City. As additional consideration for the initial term of the Lease, Tenant shall install the Tower on the Premises and construct the Equipment Shelter as specified in paragraph 1 of this Lease, and as shown and described on **Exhibit B** and **Exhibit D**. In addition, Tenant shall pay Landlord as annual rent for the Premises each year during the term of this Lease the rental specified on **Exhibit C**. The annual rent payments shall commence without further notice on July 1, 2004. If the term of the Lease shall commence on a date other than July 1, the term of the initial term shall be adjusted by the number of days between the Commencement Date and July 1 so that all of Landlord's Tower and Antennae Leases shall be on July 1 anniversary dates. Tenant shall pay Landlord Rent annually in advance on July 1 of each year that the Lease is in effect. All Rent shall be paid without offset.

b. Tenant shall pay Landlord a late payment charge equal to five (5%) percent of the late payment for any payment not paid when due. Any amounts not paid when due shall also bear interest until paid at the lesser of the rate of two (2%) percent per month or the highest rate permitted by law.

c. To the extent that Landlord desires to purchase services from Tenant, Tenant shall offer services to Landlord at the most favorable rate and terms that Tenant offers to any other municipality.

d. In addition, upon execution of this Lease by Tenant, Tenant shall reimburse Landlord for its reasonable costs and expenses, including hardware, consultant and attorney fees, incurred by Landlord in connection with the negotiation and preparation of this Lease, Ten Thousand (\$10,000.00) Dollars for all of the leases negotiated concurrently at the time of this Lease.

e. Tenant agrees to use its best efforts to colocate future facilities and minimize the number of new Towers in the City.

4. **Use of Premises; Compliance with Laws.** Tenant shall use the Premises for the installation, construction, operation, maintenance and repair of a telecommunications tower, equipment shelter, related facilities, antennae or buildings and for no other purposes. Landlord and Tenant agree to restrict their use of the Tower to their designated spaces as set forth in Paragraph 1. Landlord reserves the right to require Tenant to move Tenant's antenna locations on the Tower to accommodate Landlord's own needs, provided, however, that Tenant shall in all cases be able to utilize the Tower at the new location for its intended purpose. Upon receipt of notice directing Tenant to move its antenna locations, Tenant shall move such antennae at Landlord's cost, subject to Landlord's supervision in accordance with the following provisions:

a. If Landlord desires that Tenant move its antenna locations, Landlord shall give Tenant sixty (60) days notice, which notice shall contain the location on the Tower required by Landlord to be occupied by Tenant in order to allow Tenant to comply with applicable rules and regulations of the Federal Communications Commission ("FCC") and to provide similar coverage.

b. Any movement of Tenant's antenna(e) shall not serve to increase or decrease the Rent to be paid by Tenant.

c. At the request of Landlord, Tenant shall at Landlord's reasonable cost and only with Landlord's prior approval, obtain the written opinion of a licensed structural engineer and/or electronics engineer in good standing with the State of Michigan which determines that the new location of the antenna(e) is structurally appropriate and will not interfere with the communication requirements of other Tower users, including Landlord.

Tenant shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use, operation, maintenance, construction and/or installation of the Premises. In connection with any required approvals or extensions, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses, permits and authorizations required for Tenant's use of the Premises from all applicable governmental and regulatory entities (the "Governmental Approvals"). Landlord agrees to allow Tenant to perform surveys, soils testing, and other engineering procedures and environmental investigations on, under and over the Premises to determine that the Premises are suitable for Tenant's intended use, provided Tenant restores any property or soil disturbed by such activities. Tenant expressly agrees to indemnify and hold the Landlord, its employees, appointed and elected officials, and volunteers and other individuals working on behalf of the Landlord, harmless against any losses, costs, expenses, damages, liabilities, or claims whether groundless or not, arising out of bodily injury, sickness or disease, including death resulting at any time therefrom, which may be sustained or claimed by any person or persons, or destruction of any property, (including the loss of use thereof) based on any act or omission, negligent or otherwise, of the Tenant or anyone acting on behalf of the Tenant incident to the entry, investigation or testing of the Premises, except that Tenant shall not be responsible for indemnification to the Landlord for damages caused by or resulting from the Landlord's sole negligence; and Tenant shall at its own cost and expense, defend any such claim and any suit,

action or proceeding which may be commenced thereunder and Tenant shall pay any and all judgments which may be recovered in any such suit, action or proceeding and any and all expenses, including but not limited to costs, attorney fees and settlement expenses which may be incurred therein as they relate in any way to such investigation.

5. **Landlord's Use of Premises.** Until such time as the Tower is conveyed to Landlord by MDOT, the Tower, installed by Tenant, shall be owned by MDOT. Landlord shall have the right to use the Premises and the portion of the Tower allocated to Landlord in Paragraph 1 for any lawful purpose. In addition, Landlord shall have the right to lease the Tower to other users for commercial purposes (except for that part occupied or served by Tenant, MDOT and Landlord), subject to review by Landlord, MDOT and Tenant to determine that the proposed use will not unreasonably interfere with either's operation. The person seeking to install the additional antennae upon the Tower shall provide at its expense sufficient information as may be required by Landlord, Tenant and the MDOT to determine that the new proposed use will not interfere with use of the Tower by MDOT, Tenant or Landlord or cause any adverse effect on the structural integrity of the Tower. All rental income derived from the Tower and Premises shall be payable to Landlord, and the terms and conditions of any such agreement must be approved by Landlord and Tenant shall not unreasonably withhold its approval of any such use.

6. **Tenant Improvements; Tenant's Use of Landlord's Tower.** After the Commencement Date, and after obtaining site plan approval for the Tower and having it delivered to the Premises, Tenant shall construct the Tower and the Equipment Shelter as shown on the attached Exhibits within ninety (90) days thereafter. The Tower and related facilities shall be so constructed to be able to accommodate the antennae of Tenant, Landlord, MDOT and two (2) other wireless communication providers. The Equipment Shelter shall be for use by the Tenant, MDOT, Landlord and two (2) other users. The Equipment Shelter shall be constructed of brick materials to match the existing building on the Property or of other suitable materials approved by the Landlord's City Manager. Tenant shall also construct all ancillary support facilities as set forth in the Specifications set forth in **Exhibit E**, within the time period specified above. Prior to commencing construction, Tenant shall submit plans and specifications for all improvements to Landlord for Landlord's written approval, such approval not to be unreasonably withheld. Prior to commencing construction, Tenant shall also provide Landlord with the name of the contractor that will be constructing the improvements. Tenant shall also install antennae for the Landlord and MDOT if engineering, design and other specifications are timely made available to Tenant by Landlord and MDOT. The contractor is subject to the prior written approval of Landlord, which approval shall not be unreasonably withheld. All improvements shall be constructed in a workmanlike manner without the attachment of any liens to the Premises and shall be completed in compliance with all applicable laws, rules, ordinances and regulations. The Tower shall remain the property of the MDOT until conveyed by the MDOT to the Landlord pursuant to its Lease terms.

7. **Net Lease.** Landlord and MDOT shall not be required to make any expenditures of any kind in connection with this Lease or to make any maintenance, repairs or improvements to the Premises. In addition to the Rent reserved above, Tenant shall pay to the party entitled thereto its prorated share of all taxes, assessments, insurance premiums, maintenance charges, and

any other charges, costs and expenses against the Premises which may be contemplated under any provisions of this Lease, provided however, that the taxes, maintenance and insurance charges for the Tower shall be prorated among the users, other than Landlord, based upon the number of such users. In addition, Tenant shall be responsible for its prorata share of the taxes, maintenance and insurance charges relating to the Tower that would otherwise be chargeable to the MDOT or Landlord. If the number of commercial users shall change during the term of this Lease, the proportionate share of the expenses shall be adjusted accordingly between any commercial users (except MDOT and Landlord).

8. **Signs.** Tenant shall not place any signs on the Premises without Landlord's written approval. Landlord shall have the right to withhold approval of any sign which in Landlord's sole discretion is not compatible with Landlord's use and development of the Property.

9. **Taxes.** Tenant shall pay all real property taxes and assessments for the Premises, if any, which become due and payable during the term of this Lease which are associated with its use. All such payments shall be made, and evidence of all such payments shall be provided to Landlord, at least ten (10) days prior to the delinquency date of the payment. Tenant shall pay all taxes on its personal property on the Premises. If the methods of taxation in effect at the Commencement Date of the Lease are altered so that in lieu of or as a substitute for any portion of the real property taxes and special assessments now imposed on real property there is imposed any tax Tenant shall pay those amounts in the same manner as provided for the payment of real property taxes.

10. **Maintenance.** Tenant shall, at its own expense, maintain the Premises and all improvements, equipment and other personal property installed upon the Premises by Tenant in good working order, condition and repair. As additional consideration for this Lease, Tenant agrees to pay its equal prorata share of MDOT and Landlord's share of the maintenance and insurance costs of the Tower. Landlord and Tenant shall require all other users of the Tower to pay for their respective share of the maintenance and insurance costs of the Tower and related facilities. Such users shall be equally responsible for maintenance and insurance (including if Tenant terminates this Lease). Tenant shall provide itemized statements for the maintenance work if requested by Landlord or any user of the Tower. Tenant shall also keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference. Tenant shall submit to Landlord and other users of the Tower an annual inspection report prepared by a competent tower inspection company regarding the integrity and maintenance of the Tower. Costs of the annual inspection report shall be prorated among the commercial users of the Tower.

11. **Quiet Enjoyment.** Landlord covenants and agrees that upon payment by the Tenant of the Rent under this Lease and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the property, the rights, and privileges granted for the term demised without hindrance or interference by Landlord or any other person, and Landlord shall

perform all of its obligations under this Lease. Tenant agrees that it will not at any time interfere with the use of the Premises by Landlord or its invitees except in the case of an emergency. Landlord and its invitees shall have the right to conduct activities in the area of the Tower without constituting a breach of Tenant's right of quiet enjoyment of the Property.

12. **Access.** Subject to the limitation set forth in Paragraph 11, Landlord and its agents shall have the right to enter the Premises at reasonable times to examine and inspect the Premises. Tenant shall have access to the Premises 24 hours a day 7 days per week, provided it does not interfere with Landlord's operations on the Premises.

13. **Utilities.** Tenant shall at its sole expense provide any utility service to the Premises that it desires. If there are additional users of the Tower, each user's utility usage shall be separately metered. Tenant shall pay when due all charges for its usage of utilities to the Premises during the term of the Lease.

14. **License Fees.** Tenant shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Tenant's use of the Premises.

15. **Broadcast Interference.**

a. **Definition.** As used in this Lease, "interference" with a broadcasting activity means:

- (i) Interference within the meaning of the provisions of recommended practices of the Electronics Industries Associations (EIA) and the rules and regulations of the Federal Communications Commission (FCC) then in effect, or
- (ii) A material impairment of the quality of either sound or picture signals on a broadcasting activity as may be defined by the FCC at any hour during the period of operation of activity, as compared with that which would be obtained if no other broadcaster were broadcasting from the Property or had any equipment on the Property.

b. Tenant shall take reasonable actions to prevent and properly remove any interference with broadcast activities of Landlord or other tenants of Landlord caused by Tenant's use of the Premises. Landlord shall take reasonable actions to prevent and promptly remove or cause to be removed any interference with Tenant's broadcast activities caused by Landlord or Landlord's lessees, licensees, invitees, or agents.

16. **Governmental Approvals.** This Lease is contingent upon Tenant's obtaining all necessary governmental approvals, permits or licenses that Tenant may deem necessary. This

contingency shall be deemed waived sixty (60) days after date of this Lease unless Tenant provides Landlord written notice within the sixty (60) day period that it is terminating the Lease due to its inability to obtain necessary approvals.

17. Default and Landlord's Remedies.

a. It shall be a default if:

- (i) Tenant defaults in the payment of any sums to Landlord when due, and does not cure such default within ten (10) days.
- (ii) Tenant defaults in the performance of any other covenant or condition of this Lease and does not cure such other default within thirty (30) days after written notice from Landlord specifying the default complained of.
- (iii) Tenant abandons or vacates the Premises.
- (iv) Tenant is adjudicated a bankrupt or makes any assignment for the benefit of creditors.
- (v) Tenant becomes insolvent or Landlord reasonably believes itself to be insecure.

b. In the event of a default under this Lease by Tenant, Landlord shall be entitled to any remedies provided under this Lease and as shall then be provided by law; except that Landlord shall not be entitled to distrain any personal property (including fixtures) on the property except those to which Landlord is entitled at the end of the term of the Lease; provided that prior to and as a condition precedent to the exercise of any remedy, Landlord shall give to Tenant written notice of default and the nature of the default and Tenant shall have thirty (30) days (or if the default cannot be cured within thirty (30) days a longer period as shall be necessary to cure the default acting with due diligence) after receipt of the notice within which to cure the default during which period no remedy shall be pursued.

c. For a breach of any provision of this Lease requiring that the use be in compliance with all applicable laws, rules, regulations, or standards, including but not limited to FCC rules and regulations, interference standards, environmental laws, or health protection laws, rules or regulations, Landlord may, in addition to any other remedy it may have under this Lease or at law, obtain a temporary restraining order and preliminary injunction compelling it to cease and desist all operations on the Leased Premises until further order of the Court, since Landlord does not have an adequate remedy at law. Prior to invoking such remedy, Tenant shall be given a thirty (30) day notice of the alleged default so that it may cure such default.

d. No re-entry and taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease, regardless of the extent of

renovations and alterations by Landlord, unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

e. If suit shall be brought by Landlord for recovery of possession of the Premises, for the recovery of any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant, the Tenant shall pay to the Landlord all expenses incurred therefor, including reasonable attorney fees.

18. **Cure by Landlord.** In the event of any default of this Lease by Tenant, the Landlord may at any time, after notice, cure the default for the account of and at the expense of the Tenant. If Landlord is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fee in instituting, prosecuting or defending any action to enforce the Landlord's rights under this Lease, the sums so paid by Landlord, with all interest, costs and damages shall be deemed to be Additional Rental and shall be due from the Tenant to Landlord on the first day of the month following the incurring of the respective expenses.

19. **Damage or Destruction.** If the Tower or any portion of the Tower is destroyed or damaged so as to materially hinder effective use of the Tower due to an "act of God" or other cause which is not the fault of the Landlord, Landlord may elect to terminate this Lease if Tenant does not repair or restore the Premises within one hundred twenty (120) days of written notice to Tenant of the damage or destruction which period Landlord agrees to reasonably extend if Tenant has diligently pursued such repair or restoration, but has been unable to complete such work for reasons beyond its control. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction. Landlord shall be entitled to retain any consideration paid it by MDOT. Landlord requires Tenant to repair or restore the Premises for use by MDOT.

20. **Condemnation.** In the event the Premises are taken by eminent domain, this Lease shall terminate as of the date title to the Premises vests in the condemning authority. In the event a portion of the Premises is taken by eminent domain so as to materially hinder effective use of the Premises by Tenant, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the award paid for the taking and the Landlord shall receive full amount of such award. Tenant shall hereby expressly waive any right or claim to any portion thereof although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, shall belong to Landlord. Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, and leasehold improvements.

21. **Indemnity and Insurance.**

a. **Disclaimer of Liability.** Landlord shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Tenant's construction, maintenance, repair, use, operation, condition or dismantling of the Premises.

b. **Indemnification.** Tenant shall, at its sole cost and expense, indemnify and hold harmless Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against:

- (i) Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Tenant, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Premises or the Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.
- (ii) Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Tenant, its contractors or sub-contractors, for the installation, construction, operation, maintenance or use of the Premises and, upon the written request of Landlord, Tenant shall cause such claim or lien covering Landlord's property to be discharged or bonded within thirty (30) days following such request.

c. **Assumption.** Tenant undertakes and assumes for its officers, agents, contractors and subcontractors and employees (collectively "Tenant" for the purpose of this section), all risk of dangerous conditions, if any, on or about the Premises, and Tenant hereby agrees to indemnify and hold harmless the Indemnitees against and from any claim asserted or

liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from Indemnitee's gross negligence) arising out of the Tenant's installation, operation, maintenance, condition or use of the Premises or Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.

d. **Defense of Indemnitees.** In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Tenant shall, upon notice from any of the Indemnitees, at Tenant's sole cost and expense, resist and defend the same with legal counsel mutually selected by Tenant and Landlord; provided however, that Tenant shall not admit liability in any such matter on behalf of the Indemnitees without the written consent of Landlord and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Tenant.

e. **Notice, Cooperation and Expenses.** Landlord shall give Tenant prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing shall be deemed to prevent Landlord from cooperating with Tenant and participating in the defense of any litigation by Landlord's own counsel. Tenant shall pay all expenses incurred by Landlord in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by the Landlord's attorney, and the actual expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings but shall not include attorneys fees for services that are unnecessarily duplicative of services provided Landlord by Tenant. If Tenant requests Landlord to assist it in such defense then Tenant shall pay all expenses incurred by Landlord, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the costs of any services rendered by the Landlord's attorney, and the actual expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings.

f. **Insurance.** During the term of the Lease, Tenant shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

- (i) Worker's compensation insurance meeting Michigan statutory requirements.
- (ii) Comprehensive commercial general liability insurance with minimum limits of Three Million (\$3,000,000) Dollars as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for completed operations liability, independent contractor's liability; coverage for property damage from perils of

explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

- (iii) Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Tenant, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No-Fault Insurance Law including residual liability, insurance with minimum limits of One Million (\$1,000,000) Dollars as the combined single limit for each occurrence for bodily injury and property damage.
- (iv) Property insurance in the full insurable replacement value of the Tower, Equipment Shelter and related facilities on a prorata basis with other commercial users.
- (v) At the start of and during the period of any construction, builders all-risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Tower. Upon completion of the installation of the Tower, Tenant shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Premises. The amount of insurance at all times shall be representative of the insurable values installed or constructed.
- (vi) Business interruption insurance coverage in an amount sufficient to cover such loss of revenues, for the period of time which it would take, under normal circumstances, to repair or replace that part(s) of the Premises which is damaged and caused the loss of revenue.
- (vii) All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis.
- (viii) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

g. **Named Insured.** All policies, except for business interruption and worker's compensation policies, shall name Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereafter created, and their respective officers, boards, commissions, employees, agents and contractors, as their respective interests may appear as additional insured (herein referred to as the "Additional Insured"). Each policy which is to be endorsed to add Additional Insured hereunder, shall contain cross-liability wording, as follows:

In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder.

h. **Evidence of Insurance.** Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this paragraph, along with written evidence of payment of required premiums shall be filed and maintained with Landlord annually during the term of the Lease. Alternatively, Tenant shall provide Landlord with evidence of participation in a satisfactory self-insurance program. Tenant shall immediately advise Landlord of any claim or litigation that may result in liability to Landlord.

i. **Cancellation of Policies of Insurance.** All insurance policies maintained pursuant to this Lease shall contain the following endorsement:

At least thirty (30) days prior written notice shall be given to Landlord by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail to the parties named in this paragraph of the Lease.

j. **Insurance Companies.** All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Michigan which are satisfactory to Landlord.

k. **Deductibles.** All insurance policies may be written with deductibles, not to exceed \$50,000 unless approved in advance by Landlord. Tenant agrees to indemnify and save harmless Landlord, the Indemnitees and Additional Insured from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.

l. **Contractors.** Tenant shall require that each and every one of its contractors and their subcontractors carry, in full force and effect, workers' compensation, comprehensive public liability and automobile liability insurance coverage of the type which Tenant is required to obtain under the terms of this paragraph with appropriate limits of insurance.

m. **Review of Limits.** Once during each calendar year during the term of this Lease, Landlord may review the insurance coverage to be carried by Tenant. If Landlord determines that higher limits of coverage are necessary to protect the interests of Landlord or the Additional insured, Tenant shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense.

22. **Hazardous Substance Indemnification.** Landlord and Tenant represent and warrant that their respective use of the Premises will not generate any hazardous substance, and

they will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance. Each party further agrees to hold the other harmless from and indemnify such party against any release of any such hazardous substance and any damage, loss, or expense or liability resulting from such release, including all attorney fees, costs and penalties incurred as a result thereof except any release caused by the negligence of the releasing party, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

23. **Holding Over.** Any holding over after the expiration of the term hereof, with the consent of the Landlord, shall be construed to be a tenancy from month to month at two times the rents specified in this Lease prorated on a monthly basis) and shall otherwise be for the term and on the conditions specified in this Lease, so far as applicable.

24. **Subordination to Mortgage.** Any mortgage now or subsequently placed upon any property of which the Premises are a part shall be deemed to be prior in time and senior to the rights of the Tenant under this Lease. Tenant subordinates all of its interest in the leasehold estate created by this Lease to the lien of any such mortgage. Tenant shall, at Landlord's request, execute any additional documents necessary to indicate this subordination.

25. **Removal of Equipment; Restoration;** Except as otherwise provided herein, upon the expiration of this Lease, or the earlier termination and cancellation of this Lease by Tenant for any reason, Tenant may remove all of its antennae, equipment and other personal property located within the Equipment Shelter, and fixtures, including but not limited to its transmitting and receiving equipment, transmitting and receiving antennae and transmission lines. The Tower installed by Tenant and the Equipment Shelter will remain at the Leased Premises and, if requested by Landlord, Tenant shall convey the Equipment Shelter to the Landlord for One (\$1.00) Dollar at Landlord's option upon the termination of the Agreement. If requested by Landlord, Tenant shall remove the Equipment Shelter and Tower within ninety (90) days of the termination of this Lease. Conveyance of the Equipment Shelter shall be by an instrument approved by Landlord's counsel. Tenant shall not remove any improvements which are required to be or which have been conveyed to Landlord pursuant to this Lease. All removals required to be made by Tenant shall be completed with ninety (90) days after the effective date of expiration or other termination. Tenant shall restore the Property to substantially the same condition as existed as of the commencement of the term of this Lease, reasonable wear and tear excepted, provided, however, that Tenant will remove any driveways, sidewalks and foundation if requested by Landlord in accordance with Landlord's codes, ordinances or regulations. Underground piping or wiring or any other fixtures or improvements shall be reduced to a depth of not less than one foot below ground level, unless other requirements are imposed by Landlord under its applicable codes. Tenant shall not remove any security fence built by Tenant (unless otherwise requested by Landlord) and same shall become the property of the Landlord. In the event that the Tenant

fails to remove any improvements it installed on the Property which it is required or entitled to remove within ninety (90) days of the termination of the Lease, Landlord may do so with the reasonable costs of same to be charged to the Tenant.

26. **Removal Bond.** Upon termination, Tenant shall provide a letter of credit, cash deposit or other security satisfactory to Landlord's counsel in an amount determined by a licensed structural engineer for Tenant's one-third of the cost of removing the Tower, Equipment Shelter and related facility as required under Section 25.

27. **Acceptance of Premises.** By taking possession of the Premises, Tenant accepts the Premises in the condition existing as of the Commencement Date. Landlord makes no representation or warranty with respect to the condition of the Premises and Landlord shall not be liable for any latent or patent defect in the Premises.

28. **Estoppel Certificate.** Tenant shall, at any time and from time to time upon not less than ten (10) days prior request by Landlord, deliver to Landlord a statement in writing certifying that

- a. the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identifying the modification);
- b. the dates to which rent and other charges have been paid;
- c. so far as the person making the certificate knows, Landlord is not in default under any provisions of the Lease; and
- d. such other matters as Landlord may reasonably request.

29. **Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested; to the following addresses:

If to Landlord, to:

City Manager
City of Troy
500 West Big Beaver Road
Troy, MI 48084

With a copy to:

City Attorney
City of Troy
500 West Big Beaver Road
Troy, MI 48084

If to Tenant, to:

AT&T Wireless Services, PCS, Inc.
Attn: General Counsel
26877 Northwestern Highway, Suite 350
Southfield, MI 48034

30. **Assignment and Subletting.** Tenant shall not assign this Lease in whole or in part, or sublet all or any part of the Premises without the Landlord's prior written consent, except that it is permissible to assign such Lease to a parent or subsidiary of the Tenant or to any entity which purchases substantially all of the assets of the Tenant. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity of such consent to any subsequent assignment or subletting. This prohibition against any assignment or subletting shall not be construed to include a prohibition against any subletting or assignment by operation of law. If this Lease is assigned, or if the Premises or any part thereof is sublet or occupied by anyone other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant and apply the net amount collected to the rent and other obligations of Tenant, but no assignment, subletting, occupancy or collection shall be deemed a waiver or release of Tenant from the further performance by Tenant of the covenants on the part of Tenant. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease. Any person or entity to which this Lease is assigned pursuant to the Bankruptcy Code, 11 USC §101, et seq., shall be deemed without further act to have assumed all of the obligations of Tenant arising under this Lease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Landlord an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Landlord, shall be the exclusive property of Landlord, and shall not constitute property of the Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid to Landlord.

31. **Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.

32. **Co-Location.** Tenant agrees to allow the Landlord, MDOT and two (2) other telecommunications providers to lease space upon the Tower upon reasonable request of such users, provided the use does not unreasonably interfere with Tenant's use, with rent received from the Tower payable to Landlord. Such colocation and lease terms, by additional users, shall be subject to review and approval by Landlord as required by this Lease.

33. **Contact Person; Notice of Change.** In order to have Landlord be able to contact the Tenant at any time with respect to the construction or operation of the Tower or its ancillary facilities, it is imperative that the Landlord have a current contact person and current phone

number of such contact person at all times. Tenant has designated the following person with the following phone number as the contact person in charge of the oversight of construction and operation of the Tower:

Anthony Amine
Office - (248) _____
Pager - (248) _____

Tenant shall advise Landlord with 24 hours of any change in either the contact person or the phone number of the contact person.

34. **Lease Memorandum.** Simultaneous with the execution of this Lease, the parties have executed a Memorandum of Lease. Tenant or Landlord may record the Memorandum of Lease. If Tenant's survey of the Premises requires a correction to the legal description rider attached to the Memorandum of Lease, the parties will execute in recordable form a modified Memorandum of Lease or a supplement to the Memorandum of Lease.

35. **Termination.**

a. By Tenant, Tenant may terminate this Lease by notice to Landlord, without further liability, if Tenant does not obtain within sixty (60) days all permit or other approvals (collectively, "approved") required from any governmental authority or any easements required from any third party to operate the PCS system (provided Tenant has diligently pursued obtaining such approval or easements in good faith, or if Landlord does not have proper ownership of the Premises, or authority to enter into this Lease).

b. By Landlord, Landlord may terminate this Lease for any default by Tenant in its obligations under this Lease as provided in Paragraph 17.

36. **Miscellaneous.**

a. Landlord and Tenant represent that each, respectively has full right, power, and authority to execute this Lease.

b. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth. Any modification of or amendment to this Lease must be in writing and executed by both parties.

c. This Lease shall be construed in accordance with the laws of the State of Michigan.

d. If any term of this Lease is found to be void or invalid, such invalidity shall not effect the remaining terms of this Lease, which shall continue in full force and effect.

e. Tenant agrees to look solely to the interest of Landlord in the Premises for the satisfaction of any judgment against Landlord as a result of any breach by Landlord of its obligations under this Lease. No other property of Landlord shall be subject to levy or execution as a result of any claim by Tenant against Landlord arising out of the relationship created by this Lease.

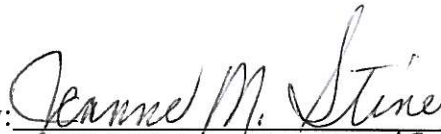
This Lease was executed as of the date first set above.

WITNESSED:


LANDLORD:

**CITY OF TROY, a Michigan
municipal corporation**


CECILIA A. BRUKWINSKI

By: 
JEANNE M. STINE
Its: Mayor


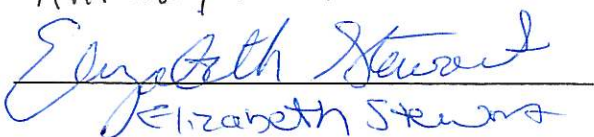

MARYANN HAYS


By: 
TAMARA A. RENSHAW
Its: Clerk

WITNESSES:

TENANT:

**AT&T Wireless PCS, Inc., a
Delaware corporation, acting
by and through its Agent,
Wireless PCS Inc., d/b/a
AT&T Wireless Services**


Anthony M. Amhe

Elizabeth Stewart

By: 
SCOTT SANTI

Title: Director of System Development

STATE OF MICHIGAN)

)ss.

COUNTY OF _____)

The foregoing Lease Agreement was acknowledged before me this 6th day of October, 1998, by ^{JEANNE}~~M. STINE~~ and ^{TAMARA}~~A. RENSCH~~ Mayor and City Clerk, respectively, of the CITY OF TROY, a Michigan municipal corporation, on behalf of the Corporation.

Cecilia A. Brukwinski

, Notary Public

OAKLAND County, Michigan

My Commission Expires:

STATE OF MICHIGAN)

)ss.

COUNTY OF Oakland)

CECILIA A. BRUKWINSKI
Notary Public, Oakland County, MI
My Commission Expires June 18, 2002

The foregoing Lease Agreement was acknowledged before me this 2nd day of October, 1998, by SCOTT SANTI, Director of System Development of AT&T Wireless PCS, Inc., a Delaware corporation, acting by and through its Agent, Wireless PCS Inc., d/b/a AT&T Wireless Services, on behalf of the corporation.

Elyse Beth Howard

, Notary Public

____ County, Michigan

My Commission Expires: 9/22/99

DRAFTED BY:

Neil J. Lehto
O'Reilly, Rancilio, Nitz,
Andrews & Turnbull, P.C.
12900 Hall Road, Suite 350
Sterling Heights, MI 48313-1151

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

To the Agreement dated _____, 1998 by and between the City of Troy, a Michigan municipal corporation ("Landlord") and AT&T Wireless Services, PCS, Inc., a Delaware corporation, acting by and through its Agent, Wireless PCS, Inc.

Lot 37, 38, 39 and 40 inclusive of "Beaver Park Subdivision" of West part of Northeast ¼ section 28, T.2N., R.11E., City of Troy, Oakland County, Michigan (L. 28, P. 29, O.C.R.), containing 1.00 acre and subject to easements and restrictions of record.

EXHIBIT B-1

SITE PLAN OF THE PREMISES, WITH LEGAL DESCRIPTION OF THE PREMISES TO BE LEASED AND ACCESS AND UTILITY EASEMENTS

To the Agreement dated _____, 1998 by and between the City of Troy, a Michigan municipal corporation ("Landlord") and AT&T Wireless Services, PCS, Inc., a Delaware corporation, acting by and through its Agent, Wireless PCS, Inc.

I-75 EXPRESSWAY

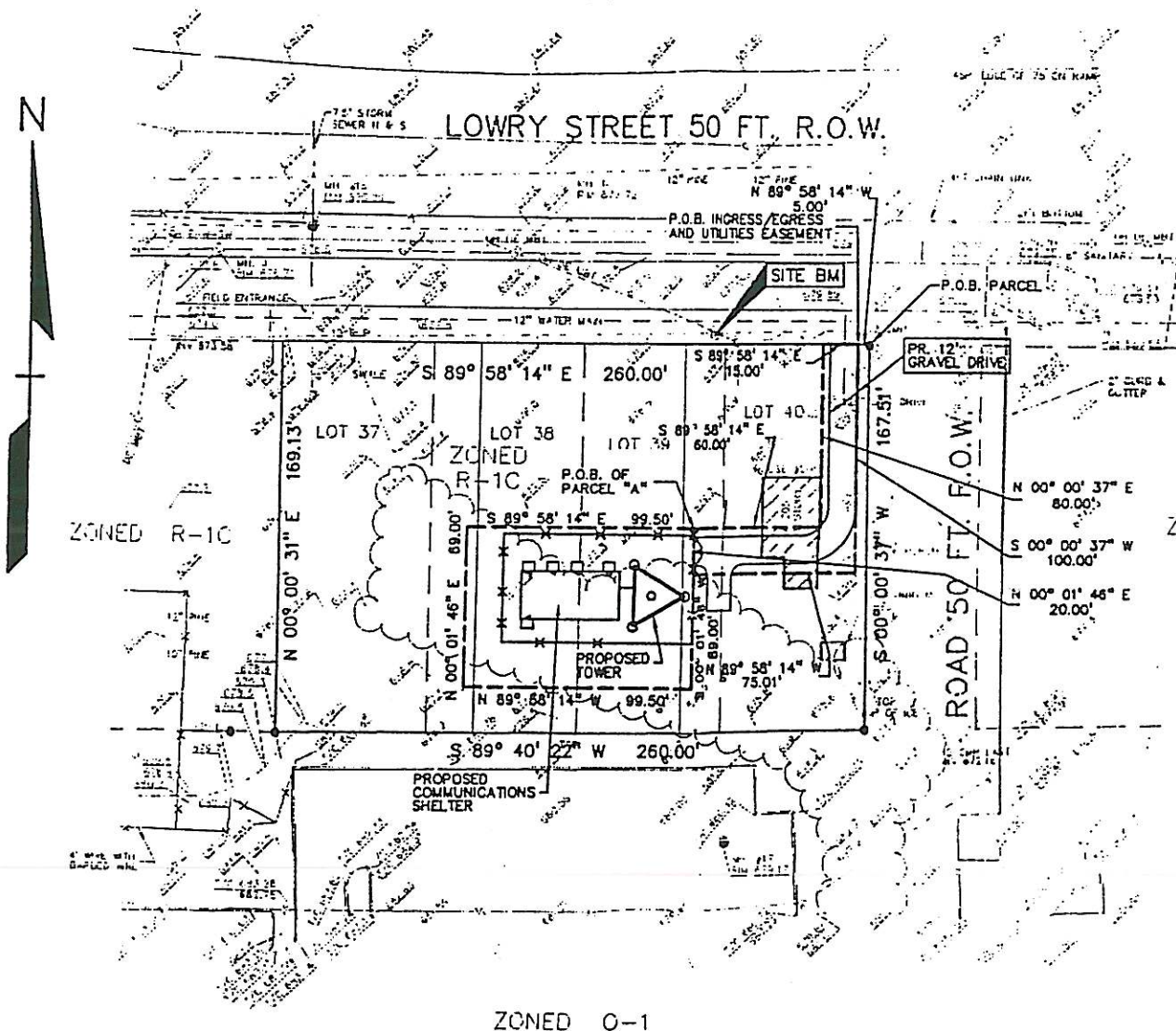


EXHIBIT B-2

SITE PLAN OF THE PREMISES, WITH LEGAL DESCRIPTION OF THE PREMISES TO BE LEASED AND ACCESS AND UTILITY EASEMENTS

To the Agreement dated _____, 1998 by and between the City of Troy, a Michigan municipal corporation ("Landlord") and AT&T Wireless Services, PCS, Inc., a Delaware corporation, acting by and through its Agent, Wireless PCS, Inc.

LEGAL DESCRIPTION PARCEL "A"

Part of the Lot 38 and Lot 39 of "Beaver Park Subdivision" of the West part of the Northeast of Section 28, T.2 N., R.11E., Cit of Troy, Oakland County, Michigan (Liber 28, Page 29 Oakland County Records), commencing at the Northeast corner of Lot 40; thence along the North lot line N 89°58'14" W, 5.00 feet; thence S 00°00'37" W, 100.00 feet; thence N 89°58'14" W, 75.01 feet; thence N 00°01'46" E, 20.00 feet to the Point of Beginning: Thence S 00°01'46" W, 69.00 feet; thence N 89°58'14" W, 99.50 feet; thence N 00°01'46" E, 69.00 feet; thence S 89°58'14" E, 99.50 feet to the Point of Beginning, containing 6,865.5 square feet or 0.157 acres and subject to easements and restrictions of record.

Dated: 6-06-97 NM LP TC

LEGAL DESCRIPTION INGRESS/EGRESS AND PUBLIC UTILITIES EASEMENT

An Ingress/Egress and Public Utilities Easement over part of Lot 39 and Lot 40 of "Beaver Subdivision" of the West part of the Northeast ¼ of Section 28, T.2 N., R.11 E., City of Troy, Oakland County, Michigan (Liber 28, Page 29 Oakland County Records), commencing at the Northeast corner of Lot 40; thence along the North lot line N 89°58'14" W, 5.00 feet to the Point of Beginning: Thence S 00°00'37" W, 100.00 feet; thence N 89°58'14" W, 75.01 feet; thence N 00°01'46" E, 20.00 feet; thence S 89°58'14" E, 60.00 feet; thence N 00°00'37" E, 80.00 feet to a point on the North lot line; thence along said line S 89°58'14" E, 15.00 feet to the Point of Beginning.

Dated: 6-06-97 NM LP TC

EXHIBIT C

RENT SCHEDULE

Years 1 through 7

Annual Rent

1.	July 1, 1997 - June 30, 1998	\$ -0-
2.	July 1, 1998 - June 30, 1999	-0-
3.	July 1, 1999 - June 30, 2000	-0-
4.	July 1, 2000 - June 30, 2001	-0-
5.	July 1, 2001 - June 30, 2002	-0-
6.	July 1, 2002 - June 30, 2003	-0-
7.	July 1, 2003 - June 30, 2004	-0-

Years 8 through 12

Annual Rent

8.	July 1, 2004 - June 30, 2005	\$16,800.00
9.	July 1, 2005 - June 30, 2006	16,800.00
10.	July 1, 2006 - June 30, 2007	16,800.00
11.	July 1, 2007 - June 30, 2008	16,800.00
12.	July 1, 2008 - June 30, 2009	16,800.00

Years 13 through 17

Annual Rent

13.	July 1, 2009 - June 30, 2010	\$19,200.00
14.	July 1, 2010 - June 30, 2011	19,200.00
15.	July 1, 2011 - June 30, 2012	19,200.00
16.	July 1, 2012 - June 30, 2013	19,200.00
17.	July 1, 2013 - June 30, 2014	19,200.00

Years 18 through 22

Annual Rent

18.	July 1, 2014 - June 30, 2015	\$21,600.00
19.	July 1, 2015 - June 30, 2016	21,600.00
20.	July 1, 2016 - June 30, 2017	21,600.00
21.	July 1, 2017 - June 30, 2018	21,600.00
22.	July 1, 2018 - June 30, 2019	21,600.00

Years 23 through 25

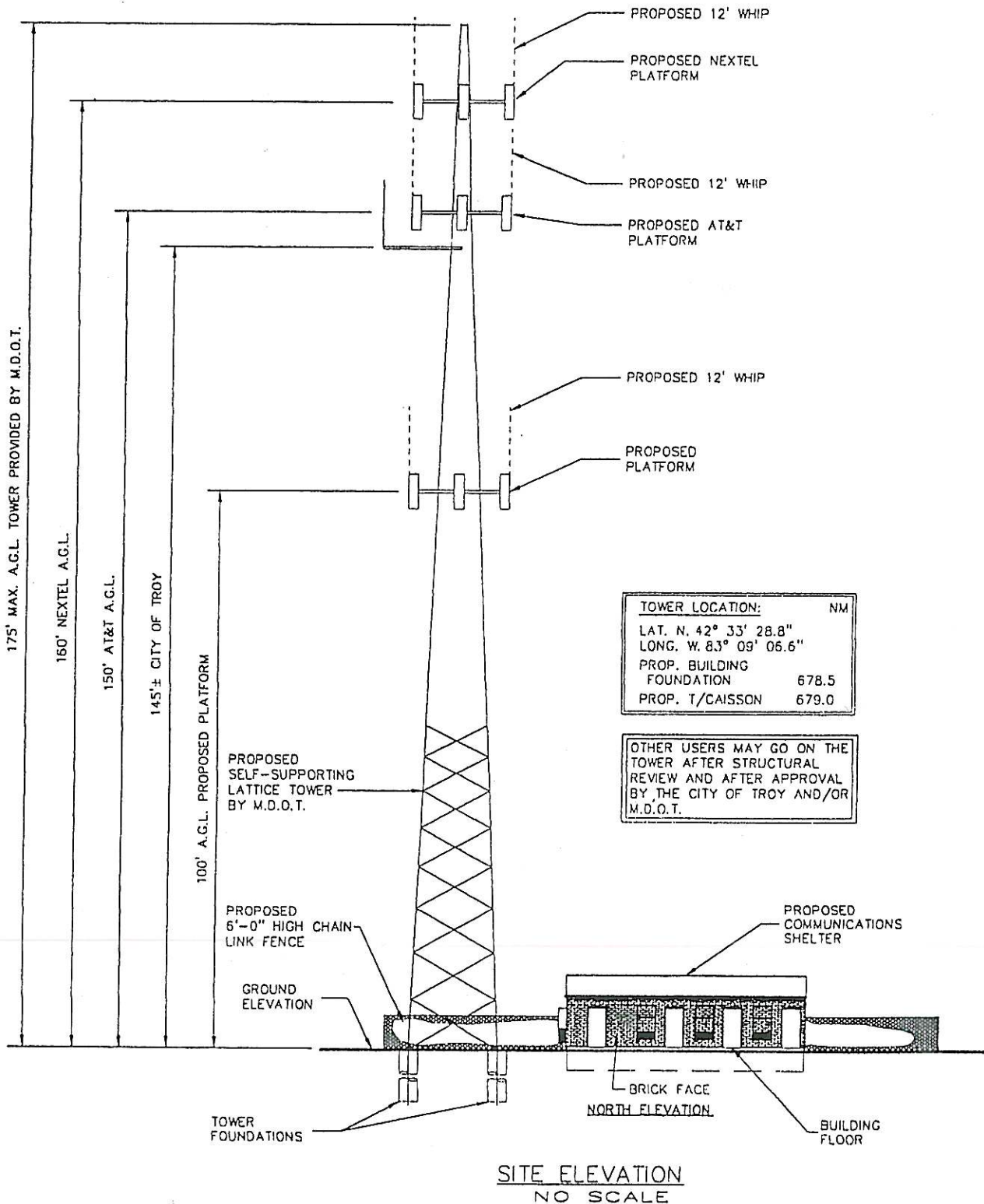
Annual Rent

23.	July 1, 2019 - June 30, 2020	\$24,000.00
24.	July 1, 2020 - June 30, 2021	24,000.00
25.	July 1, 2021 - June 30, 2022	24,000.00

EXHIBIT D

DESCRIPTION AND ADDITIONAL EQUIPMENT AND SERVICES

To the Agreement dated _____, 1998 by and between the City of Troy, a Michigan municipal corporation ("Landlord") and AT&T Wireless Services, PCS, Inc., a Delaware corporation, acting by and through its Agent, Wireless PCS, Inc.

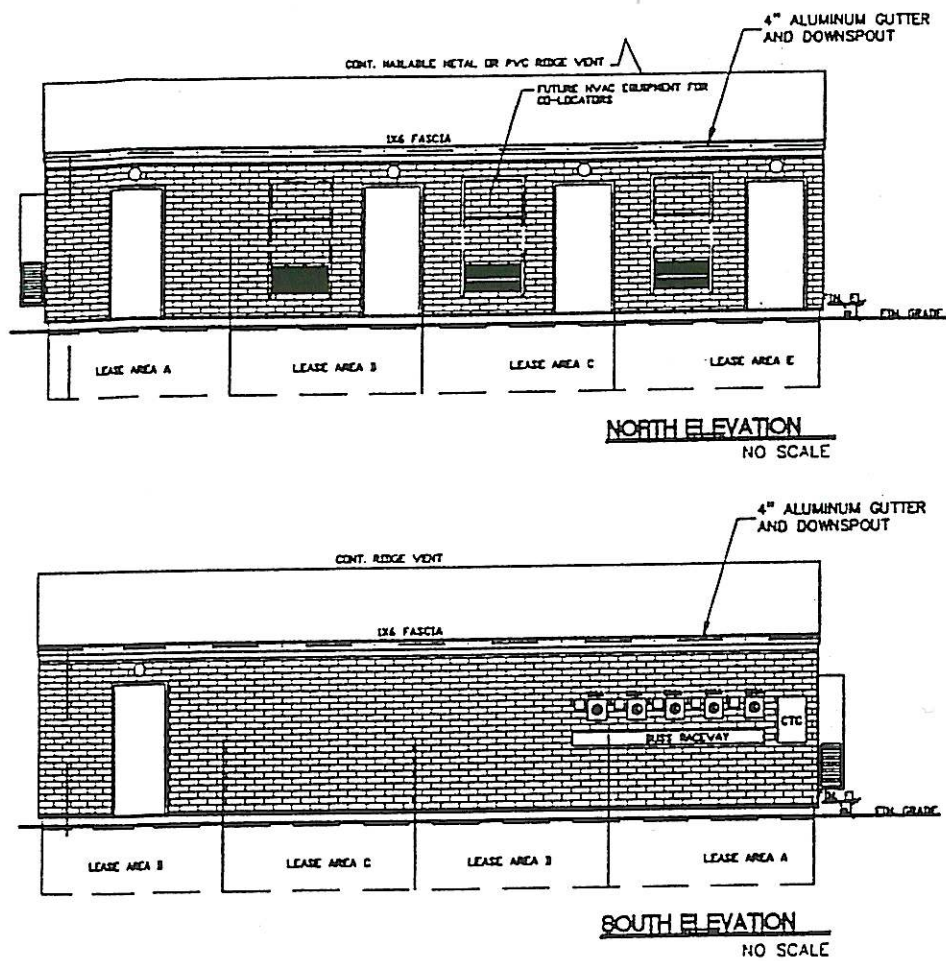


AT & T SITE # 3328B

EXHIBIT E

ANCILLARY AND SUPPORT FACILITIES

To the Agreement dated _____, 1998 by and between the City of Troy, a Michigan municipal corporation ("Landlord") and AT&T Wireless Services, PCS, Inc., a Delaware corporation, acting by and through its Agent, Wireless PCS, Inc.





CITY COUNCIL AGENDA ITEM

Date: June 27, 2022

To: Mark F. Miller, City Manager

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

Subject: Scheduled Contract Reopener with Great Lakes Water Authority- Amendment #4

History

- The 2008 wholesale contract between the Great Lakes Water Authority (GLWA) and the City of Troy is a 30-year contract with reopeners scheduled at the end of the 2nd and 5th year and every 5 years thereafter through the life of the contract. This is the 15th year reopener.
- The primary purpose for the reopeners is to make adjustment to the peak hour, max day, and annual usage factors as they are affected by weather conditions and outdoor irrigation system usage. These items play an important role into the rates developed annually by GLWA and to minimize volatility and create equity among wholesale customers.
- These reopeners also give opportunity to have minor clarifications of contract language.
- Troy's adoption of an ordinance that limits outdoor automated underground irrigation systems between 11 P.M. to 5 A.M. has successfully shifted our peak hour since its inception. The Troy Water and Sewer Division will continue to use opportunities of noncompliance to educate before issuing violations.
- The City of Troy continues to invest in community education and capital improvement programs as part of our commitment to this contract.
- The proposed Amendment #4 to the water contract between GLWA and the City of Troy is attached for council review and consideration.
- This reopener does not include a rate increase, only an adjustment to contract volumes, pressures, and other infrastructure.

Recommendation

City Management recommends City Council approval of changes in the proposed Amendment #4 to the 2008 water contract between GLWA and the City of Troy.

Legal Review

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



**CITY OF TROY
OAKLAND COUNTY, MICHIGAN
RESOLUTION**

D-1b Resolution Approving Contract with Detroit Water and Sewerage Department

At a Regular meeting of the Troy City Council held on Monday, May 19, 2008, the following Resolution was passed:

Resolution #2008-05-168
Moved by Beltramini
Seconded by Fleming

WHEREAS, In 1961 the City of Troy and the Detroit Water and Sewerage Department (DWSD) entered into a 35 year contract to provide wholesale water;

WHEREAS, In 2004 the DWSD and 126 municipal customers, through the Technical Advisory Committee (TAC), developed a new model water contract to minimize price volatility and create equity among wholesale water customers; and

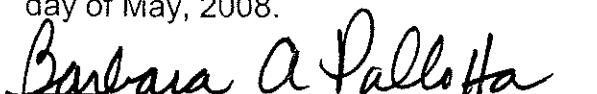
WHEREAS, The new model contract will be the mechanism to set wholesale water rates for the next 30 years and subject each customer to the same contract terms, with the exception that some communities will qualify for reduced fees based on limitations to peak water usage;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the attached 30- year contract to provide wholesale water between the City of Troy and the Detroit Water and Sewerage Department, as recommended by City Administration, and **AUTHORIZES** the Mayor and City Clerk to execute the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: Eisenbacher, Fleming, Kerwin, Schilling, Beltramini, Broomfield
No: Howrylak

MOTION CARRIED

I, Barbara A. Pallotta, duly appointed Deputy City Clerk of the City of Troy, do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Troy City Council at a Regular Meeting duly called and held on Monday, the 19th day of May, 2008.


Barbara A. Pallotta, CMC
Deputy City Clerk

WATER SERVICE CONTRACT

BETWEEN

CITY OF DETROIT

AND

CITY OF TROY

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**WATER SERVICE CONTRACT
BETWEEN
CITY OF DETROIT
AND
CITY OF TROY**

This Water Service Contract (“Contract”) is made between the City of Detroit, a municipal corporation, by its Water and Sewerage Department and Board of Water Commissioners (the “Board”), and the City of Troy, a municipal corporation (“Customer”). The Board and Customer may be referred to individually as “Party” or collectively as the “Parties.”

Whereas, the City of Detroit owns a public water supply system (“System”) operated by the Board; and

Whereas, the Board supplies water service to numerous governmental entities in the Board’s water service area; and

Whereas, Customer desires to obtain water service from the Board; and

Whereas, the purpose of this Contract is to provide for the long-term service of potable water to Customer; and

Whereas, the Board implemented a voluntary partnering effort with its wholesale water customers, of which the Technical Advisory Committee is a central part, and which is intended to assist the Board in data gathering, alternative evaluations and recommendations, achieving full disclosure of rates, identifying true cost of service principles to guide revenue collection, and to provide assistance with a cohesive planning effort for the Board’s water service area;

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

**Article 1.
Definitions**

- 1.01 The following words and expressions, or pronouns used in their stead, shall be construed as follows:

“**Adjusted Prevailing Water Rate**” shall have the meaning ascribed in Article 3 herein.

“**Annual Volume**” shall mean the actual volume of water used by Customer for the period of July 1st to June 30th as measured on bills issued from August 1st through July 31st.

“**Board**” shall mean the City of Detroit Board of Water Commissioners.

“City” shall mean the City of Detroit, a municipal corporation, acting through its Board of Water Commissioners.

“Contract” shall mean each of the various provisions and parts of this document, including all attached Exhibits and any amendments thereto, as may be executed and approved by Customer’s governing body, the Board of Water Commissioners, and the Detroit City Council.

“Contract Term” shall have the meaning ascribed in Article 2 herein.

“Customer” shall mean the Party that enters into a contract with the City of Detroit by way of this Contract, whether an authority, city, township, village or other municipal corporation recognized by the State of Michigan.

“Customer Maximum Day Demand” shall mean the Customer’s recorded water usage on the DWSD Maximum Day. Customer Maximum Day Demand shall, in conjunction with Customer Peak Hour Demand, be a component of its Maximum Flow Rate.

“Customer Peak Hour Demand” shall mean the Customer’s recorded water usage during the DWSD Peak Hour. Customer Peak Hour Demand, in conjunction with Customer Maximum Day Demand, shall be a component of its Maximum Flow Rate.

“DWSD” shall mean the City of Detroit Water and Sewerage Department.

“DWSD Maximum Day” shall mean the maximum reported water production day for the System during any twenty-four hour period as measured from 12:00 a.m. Eastern Standard Time in any given calendar year, as determined by DWSD in reviewing water production and storage reports.

“DWSD Peak Hour” shall mean the hour during the DWSD Maximum Day in which the most water is delivered to the System, measured from top-of-the-hour to top-of-the-hour (e.g. 7:00 a.m. to 8:00 a.m.), and as determined by DWSD in reviewing water production and pumping reports. In calculating the DWSD Peak Hour, the time period from 11:00 PM to 5:00 AM Eastern Standard Time (EST) shall not be considered provided, however, that if Customer has an approved Filling Schedule, the time period specified in the Filling Schedule shall supersede the time period of 11:00 PM to 5:00 AM EST.

“Early Termination Costs” shall have the meaning ascribed in Article 3 herein.

“Filling Schedule” shall have the meaning ascribed in Article 22 herein.

“Maximum Flow Rate” shall mean the aggregate amount of water usage that Customer commits not to exceed, as determined by the Customer Maximum Day Demand and the Customer Peak Hour Demand, collectively.

“Meter Facilities” shall mean a location in which a water meter is housed including, without limitation, meter pits and meter vaults.

“Minimum Annual Volume” shall mean fifty percent of Customer’s Projected Annual Volume.

“Notices” shall mean all notices, consents, approvals, requests and other communications required to be given under the terms of this Contract.

“Pressure Problem” shall have the meaning ascribed in Article 5 herein.

“Pressure Range” shall have the meaning ascribed in Article 5 herein.

“Projected Annual Volume” shall mean the projected annual water sales to Customer as set forth in Exhibit B.

“Service Area” shall mean the mutually agreed upon area where Customer is permitted to distribute water received from the Board under the terms of this Contract which (a) may be entirely within the corporate limits of Customer or may exceed the corporate limits of Customer and (b) which may or may not include the entire geographical area within the Customer’s corporate limits.

“System” shall mean the public water works system owned and operated by the City of Detroit, acting through its Board of Water Commissioners and its Water and Sewerage Department.

“Technical Advisory Committee” shall mean the committee consisting of representatives of the Detroit Water and Sewerage Department, wholesale water customers of the Detroit Water and Sewerage Department and their respective representatives, and shall include its successor or replacement if altered or discontinued. The Technical Advisory Committee or its successor shall remain in existence for a minimum term of January 1, 2008 until December 31, 2038 unless the committee determines otherwise.

“Water Distribution Points” shall have the meaning ascribed in Article 4 herein.

Article 2. Contract Term

- 2.01 **Term.** The Board shall sell and supply water to Customer from the System in accordance with the terms of this Contract for a period of thirty years from the effective date of this Contract and any ten-year renewal terms (collectively the “Contract Term”), subject to Article 3 herein. The effective date of this Contract shall be the date that this Contract is approved by the Detroit City Council or Customer’s governing body whichever is later. This Contract replaces and supersedes any prior water service contracts between the Parties.

- 2.02 Renewal. This Contract shall automatically renew at the conclusion of the thirty-year term for an additional ten-year term, unless a Party provides written notification to the other Party in accordance with Article 16 on or before the conclusion of the twenty-fifth year of the thirty-year term stating its intent not to renew this Contract. Thereafter, this Contract shall automatically renew every ten years for an additional ten-year term, unless a Party provides written notification to the other Party in accordance with Article 16 on or before the conclusion of the fifth year of the then current ten-year term stating its intent not to renew this Contract. The automatic renewals of this Contract shall not preclude a review of its terms and the Parties are encouraged to reaffirm or amend its terms as necessary. The Parties may, in writing, mutually agree upon a longer renewal term.
- 2.03 Notification of Renewal. The Board shall notify Customer of its first Contract renewal option during the twenty-fifth year of the thirty-year term; provided, however, that the Board's failure to so notify Customer shall not obviate Customer's obligations as set forth in Section 2.02.

Article 3. Early Termination Costs

- 3.01 Early Termination Costs. In addition to any other remedies provided for by law or by the terms of this Contract, Customer shall be liable to the Board for the payment of any costs incurred by the Board related to providing water to Customer in the event Customer terminates this Contract before the conclusion of a Contract Term ("Early Termination Costs"); provided, however, that payment of such Early Termination Costs by Customer shall not entitle Customer to receive water service from the Board.
- 3.02 Calculation of Costs. Payment of Early Termination Costs will be calculated by applying the Adjusted Prevailing Water Rate to the Minimum Annual Volume requirements for the remainder of the Contract Term. The Adjusted Prevailing Water Rate shall be the rate charged by the Board to Customer as of Customer's effective termination date, adjusted annually to reflect projected inflationary increases utilizing a locally based wholesale price index. The Parties may agree upon another standardized price index. The Board may seek a recommendation from the Technical Advisory Committee on the amount of the Early Termination Costs.
- 3.03 Specifically Constructed Facilities. If the Board has constructed facilities specifically for the benefit of Customer, additional costs may be included in the calculation of the Early Termination Costs, provided that any such facilities shall be identified in a written agreement between the Board and Customer at or near the time of construction.
- 3.04 Formation of Water Authority. Customer may join with another authority, city, township, village or other municipal corporation recognized by the State of Michigan to form a water authority for the sole purpose of collectively contracting for water service from the Board. The exercise of this right shall not be construed as an early termination of this Contract and this Contract shall be voided upon the approval of a new water service contract by Customer's governing body, the Board and the Detroit City Council.

Article 4.

Service Area

- 4.01 Delivery Location. Water shall be delivered by the Board to Customer at the location(s) identified in Exhibit A (collectively, the “Water Distribution Points”), and at other locations as may be mutually agreed upon in writing by the Board and Customer.
- 4.02 Limit of Responsibility. The Board shall have no responsibility for distributing, operating, repairing, replacing and maintaining any portions of the Customer’s water supply system downstream of the Water Distribution Points shown in Exhibit A, provided, however, that this Section 4.02 does not prevent the application of the provisions of Section 11.02 herein.
- 4.03 Board Responsibility. The Board owns and is responsible for operating and maintaining all parts of its System upstream from Customer’s Water Distribution Points. Should the Board fail to maintain its Meter Facilities and/or any Board owned and maintained equipment within the Meter Facilities, Customer shall provide written notice to the Board which describes the objectionable condition of the Meter Facility and/or the equipment within, and its intent to take reasonable steps to maintain the condition and charge the reasonable cost of doing so to the Board. Upon receipt of the notice and subject to Section 11.01, the Board shall have thirty calendar days to repair the condition specified in the notice, unless a force majeure event prevents the repair within the thirty-day period. If the Board has not repaired the condition at the conclusion of the thirty-day period and has not provided a written explanation to Customer explaining the reason for the delay (e.g. necessary parts are on order or occurrence of a force majeure event specified in Section 11.01), then Customer may take reasonable steps to maintain the specified condition and charge the reasonable cost of doing so to the Board.
- 4.04 Extension of Service Area. Customer’s distribution of water supplied by the Board shall be limited to the Service Area stated in Exhibit A. The Parties agree that situations may arise in which Customer desires to extend its Service Area, either temporarily or permanently, beyond its corporate limits. Should such a situation arise, Customer shall provide written notice to the Board explaining the nature, duration and extent of the requested Service Area extension. The Board shall have the option, which it may exercise at any time, of requiring a written amendment to this Contract to accommodate the change in Service Area. Should the Board determine that an immediate amendment is required, the Parties shall, within thirty calendar days of Customer’s request, meet to negotiate mutually agreeable terms for the extension of the Service Area. The Board shall not unreasonably deny a request to extend the Service Area.
- 4.05 Change or Addition of Water Distribution Points. Water Distribution Points may be added or changed only by the express written agreement of the Board and Customer and shall be embodied in a written amendment to this Contract.
- 4.06 Sole Supplier. Except as provided in Article 17 herein, the Board shall be the sole supplier of public potable water to Customer’s Service Area.

Article 5.
Pressure; Maximum Flow Rate; Minimum Annual Volume

- 5.01 Pressure Range. The Board shall use its best efforts to deliver water at the Water Distribution Points at a pressure range ("Pressure Range") adequate to meet the reasonable requirements of Customer. For purposes of evaluating this effort, water pressure shall be determined by reviewing the average hourly pressure measured from top-of-the-hour to top-of-the-hour (e.g. 7:00 a.m. to 8:00 a.m.). The Pressure Range to be provided by the Board to Customer's Water Distribution Points is specified in Exhibit B. The location at which the water pressure will be measured shall be specified in Exhibit A and identified as point "P". A Pressure Range will not be established for water meters that are not located on a DWSD transmission main.
- 5.02 Remedy for Non-Compliance with Pressure Range. If the water pressure at Customer's Water Distribution Points is above or below the Pressure Range, the Parties shall meet to discuss the reasons for the non-compliance and, if agreed, develop and implement a mutually agreeable written corrective action plan within sixty calendar days of the pressure event, or as otherwise agreed. The corrective action plan shall include a timetable for resolution of the non-compliance issue(s).
- A. If it is determined that another customer's exceedence of the rates of flow established by that customer's Maximum Flow Rate caused or contributed to the Board's inability to meet its Pressure Range agreement with Customer, then the corrective action plan shall provide for the resolution of the issue.
- B. If Customer is exceeding the rates of flow established by its Maximum Flow Rate on a day other than the DWSD Maximum Day at the time Customer experiences a variation from the Pressure Range, then the Board shall be relieved from its obligation to provide water to Customer within the Pressure Range for that period of time during which Customer is exceeding the rates of flow established by its Maximum Flow Rate.
- 5.03 Maximum Flow Rate. Customer's Maximum Flow Rate is specified in Exhibit B. Customer shall not exceed the Maximum Flow Rate specified in Exhibit B, as measured in million gallons on the DWSD Maximum Day and during the DWSD Peak Hour.
- 5.04 Remedy for Non-Compliance with Maximum Flow Rate. The Board has no obligation to supply to Customer more than the Maximum Flow Rate. If Customer exceeds its Maximum Flow Rate on the DWSD Maximum Day or during the DWSD Peak Hour, the Board and Customer may, as needed, take one or more of the following steps:
- A. The Board may require that Customer take all reasonable steps to reduce its consumption to the Maximum Flow Rate. Such steps may include water conservation measures, outdoor water use restrictions, water loss studies and remediation, and an internal system operation evaluation.

- B. The Parties may meet to negotiate a new Maximum Flow Rate. If so negotiated, Customer shall pay the rate associated with the new Maximum Flow Rate in the subsequent rate year.
- C. The Board may recalculate Customer's rate for the Board's current fiscal year utilizing a revised cost allocation formula as follows:
 - i. For cost allocation purposes only, a new Maximum Flow Rate will be established from the first exceedence date forward. The new Maximum Flow Rate will be at least equal to the flow rate demonstrated by Customer on the DWSD Maximum Day, and may be higher than the actual flow rate demonstrated by Customer. Pursuant to subsection (ii) below, the Board will seek a recommendation from the Technical Advisory Committee's Analytical Work Group (as defined in Section 6.07 herein) on the establishment of the new Maximum Flow Rate. If the Board receives a recommendation and the recommendation is higher than twice the amount by which the demonstrated flow rate exceeded the original Maximum Flow Rate, then the Board shall be limited to establishing a new Maximum Flow Rate that is at least equal to the flow rate demonstrated by Customer on the DWSD Maximum Day and no higher than the recommendation provided by the Analytical Work Group. If no recommendation is received by the Board, or if the Board receives a recommendation and the recommendation is less than twice the amount by which the demonstrated flow rate exceeded the original Maximum Flow Rate, then the Board shall be limited to establishing a new Maximum Flow Rate that is at least equal to the flow rate demonstrated by Customer on the DWSD Maximum Day and no higher than twice the amount by which the demonstrated flow rate exceeded the original Maximum Flow Rate. In any event, Customer's exceedence of its Maximum Flow Rate will continue to affect each subsequent year's rate calculation until renegotiated. If a rate has been approved for the next fiscal year (July 1st to June 30th) but the rate has not yet been applied, the Board may modify Customer's rate to account for an exceedence of its Maximum Flow Rate. If the Board has built capital facilities based upon Customer's negotiated Maximum Flow Rate and Customer consistently exceeds its Maximum Flow Rate, then the Board may re-calculate the amount of Customer's percentage of the capital cost of such facilities.
 - ii. The Board will seek a recommendation from the Technical Advisory Committee's Analytical Work Group, or its successor, whenever it intends to invoke subsection 5.04(C)(i). Any recommendation from the Analytical Work Group shall be received by the Board within sixty calendar days after the Board's request for a recommendation.

- 5.05 Procedure for Non-Compliance with Maximum Flow Rate. If Customer has failed in its obligations under Section 5.03, the Parties shall meet to discuss the reasons for the non-compliance and develop and implement a mutually agreeable written corrective action plan within sixty calendar days of the non-compliance event, or as otherwise agreed. If the Parties determine that a corrective action plan is not required and a subsequent incident of non-compliance occurs, the Parties shall meet to develop and implement a mutually agreeable written corrective action plan within sixty calendar days of the subsequent incident of non-compliance, or as otherwise agreed. Any corrective action plan required under this Section 5.05 shall include a timetable for resolution of the non-compliance issue(s). In the event the reason for Customer's non-compliance under Section 5.03 is due to a Customer water main break, fire or meter calibration performed by DWSD, these events will be taken into consideration in determining (1) whether a corrective action plan is warranted and (2) the extent to which, if any, the steps specified in Section 5.04 should apply.
- 5.06 Minimum Annual Volume. Customer shall purchase from the Board not less than the Minimum Annual Volume of water specified in Exhibit B. If Customer's Annual Volume is less than the Minimum Annual Volume, Customer shall pay to the Board an amount computed by applying the current rate to the Minimum Annual Volume less any amounts already billed to the Customer by the Board.
- 5.07 Periodic Review. For Customer and System planning purposes and, with regard to the Minimum Annual Volume, enforcement of the provisions of Article 3, a Maximum Flow Rate, Pressure Range, Projected Annual Volume and Minimum Annual Volume shall be established by mutual agreement for the Contract Term. A contractually binding Maximum Flow Rate, Pressure Range, Projected Annual Volume and Minimum Annual Volume shall be established by mutual agreement for first two years of the Contract Term. Not later than the second year of the Contract Term, the Board and Customer shall negotiate a contractually binding Maximum Flow Rate, Pressure Range, Projected Annual Volume and Minimum Annual Volume for the succeeding three years of the Contract Term. Not later than the fifth year of the Contract Term, and every five years thereafter, the Board and Customer shall negotiate a contractually binding Maximum Flow Rate, Pressure Range, Projected Annual Volume and Minimum Annual Volume for the succeeding five years of the Contract Term. If the Parties do not negotiate new or revised Maximum Flow Rates, Pressure Ranges, Projected Annual Volumes and Minimum Annual Volumes according to the aforementioned schedule, then the figures established for planning purposes (as shown in italicized type in Exhibit B) shall become contractually binding for the then-current three or five year term.
- 5.08 Remedy for Excessive Rate(s) of Flow Causing Pressure Problem(s). Customer acknowledges that Customer's rates of flow may cause and/or contribute to the Board's inability to meet its Pressure Range agreements with Customer and/or the Board's other customers (hereinafter, "Pressure Problem"). The Board may review or monitor Customer's daily rates of flow if a Pressure Problem occurs and the Board's Pressure Range agreement with Customer and/or another customer of the Board is alleged to have been breached. The approximate rate of flow by individual meter location used to establish the Pressure Range and Maximum Flow Rate is specified in Exhibit B. If a Pressure Problem occurs, the Parties shall meet to discuss the reasons for the Pressure

Problem and develop and implement a mutually agreeable written corrective action plan within sixty calendar days of the Pressure Problem, or as otherwise agreed. The corrective action plan may require one or both of the following steps:

- A. The Board may require that Customer take all reasonable steps to reduce its consumption to the rate of flow established by the Maximum Flow Rate. Such steps may include water conservation measures, outdoor water use restrictions, water loss studies and remediation, and an internal system operation evaluation. In addition, the Board may require that Customer adjust its rate of flow at individual meters, including the establishment of a not-to-exceed flow rate for individual meters.
- B. The Parties may meet to negotiate a new Maximum Flow Rate. If so negotiated, Customer shall pay the rate associated with the new Maximum Flow Rate in the subsequent rate year.

If the Parties determine that a corrective action plan is not required and a subsequent Pressure Problem occurs, the Parties shall meet to develop and implement a mutually agreeable written corrective action plan within sixty calendar days of the subsequent Pressure Problem, or as otherwise agreed. Any corrective action plan required under this Section 5.08 shall include a timetable for resolution of the Pressure Problem. In the event the reason for the Pressure Problem is due to a Customer water main break, fire or meter calibration performed by DWSD, these events will be taken into consideration in determining (1) whether a corrective action plan is warranted and (2) the extent to which, if any, the steps specified above in this Section 5.08 should apply.

- 5.09 Board Costs for Corrective Action Plan. If at any time the Board is required under the terms of this Article 5 to develop and implement a corrective action plan and the plan involves incurring capital costs, the Board will determine whether the costs will be charged as a System cost or whether the cost will be borne by a specific customer or customers. If the Board determines that all or part of the costs should be borne by a specific customer or customers, the Board will seek a recommendation from the Technical Advisory Committee on the assessment of the costs.
- 5.10 Customer Costs for Corrective Action Plan. If at any time Customer is required under the terms of this Article 5 to develop and implement a corrective action plan, Customer will pay all costs related thereto.

Article 6.

Technical Advisory Committee

- 6.01 Establishment. The Technical Advisory Committee is formed to facilitate a cooperative working partnership between the Board and its wholesale water customers by facilitating the development of recommendations regarding System planning and supply to DWSD management and the Board. The Technical Advisory Committee shall maintain bylaws that govern the way it conducts its business. In the event of a conflict between the terms of the bylaws adopted by the Technical Advisory Committee and the terms of this Contract, the terms of this Contract shall control.

- 6.02 General Responsibilities. The Technical Advisory Committee shall periodically review and evaluate the rates, rate methodology, and performance of the System. The Technical Advisory Committee shall review and evaluate flow rates, pressures and Annual Volumes for the System at a minimum of every five years to assist the Board in its System planning effort. The Technical Advisory Committee shall have the opportunity each year to review the Capital Improvement Program as prepared by DWSD, prior to its adoption by the Board. The Technical Advisory Committee may consider Customer proposals for improving the operation of Customer's water system and/or the System. The Board will supply the Technical Advisory Committee with information the Board deems reasonably necessary to accomplish the general responsibilities defined in this Section 6.02.
- 6.03 Annual Report by Board. The Board will present an annual report to the Technical Advisory Committee which shall consist of (1) all instances of non-compliance with the Parties' obligations contained in Article 5 herein, including Customer and Board responses thereto; (2) a general report on System operation and maintenance; and (3) a report that lists those contracts, if any, that have been entered into by the Board and another customer(s) where the terms of the contract(s) invoke the application of Article 14 herein.
- 6.04 Notification of Rates. The Board shall provide Customer and the Technical Advisory Committee with notice of the proposed rates for each fiscal year as early as possible before the implementation of the rates.
- 6.05 Disclosure of Rate Information by Board. Each year, the Board will disclose to Customer and the Technical Advisory Committee information related to wholesale rates.
- 6.06 Disclosure of Rate Information by Customer. Each year, Customer will disclose to its customers information related to its retail rates and other charges, and information regarding what portion of those costs is related to charges from DWSD and/or other major service providers.
- 6.07 Work Groups. The Technical Advisory Committee may create work groups to address specific issues facing the System. The work groups in existence as of January 1, 2008 are the Analytical Work Group, the Best Practices Work Group, the Contract Work Group, the Customer Service Work Group, the Emergency Preparedness Work Group, and the Rates Work Group. Any reference to a particular work group in this Contract shall include its successor or replacement if altered or discontinued.

Article 7.

Rates

- 7.01 Rates. Customer agrees to pay for all water supplied by the Board at such rates as the Board may establish. Rates shall be reasonable in relation to the costs incurred by the Board for the supply of water and shall conform to Public Act 34 of 1917, Michigan Compiled Laws, Sec. 123.141, et seq., as amended. The Board shall give written notice of any changes in the rates. Notice shall be made in accordance with Section 5e of Public Act 279 of 1909, Michigan Compiled Laws, Sec. 117.5e, as amended, ("Act 279").

- 7.02 Notification of Rates. As soon as possible in the ratemaking process, the Board shall provide information on proposed rates and the draft data and information used in the calculation of proposed rates in a format that will enable Customer to assist in the ratemaking process. Not less than thirty calendar days prior to the hearing required by Act 279, the Board shall provide Customer with written notice of a proposed rate and the underlying data used to calculate the rate. The Board shall meet with Customer to review the rate and the data.
- 7.03 Estimate of Usage. In the event meters fail to correctly measure the quantity of water supplied to Customer for any period of time, the Board shall provide a reasonable estimate of the quantity of water supplied to Customer for such period provided that there is a reasonable basis for the estimate. Customer and the Board shall, either through their respective technical representatives and/or the Technical Advisory Committee, seek agreement upon a method to estimate such quantities. In the event the Parties are unable to agree upon a method to estimate such quantities, the Board's determination of a method shall be conclusive and the Customer agrees to accept the estimate established by the Board.
- 7.04 Rate Methodology. The Board agrees to provide to Customer a description of the current methodology for rate making in the form of the "Rates 101" document produced by the Technical Advisory Committee, as may be periodically updated. The "Rates 101" document, entitled *DWSD Rates: Understanding DWSD Wholesale Water Rates*, and any updates thereto shall be provided to Customer via posting on the DWSD website.

Article 8.

Meters and Meter Facilities

- 8.01 Metering Requirement. All water furnished by the Board to Customer shall be measured by water meters installed in Meter Facilities at Customer's Water Distribution Points unless, in the Board's determination, it is not feasible to install water meters due to the configuration of Customer's water system.
- 8.02 Existing Distribution Points. As of the effective date of this Contract, the Board shall own, operate and maintain all water meters and Meter Facilities for all existing Water Distribution Points, unless specifically indicated otherwise in Exhibit A.
- 8.03 Customer Maintenance Responsibilities. Customer shall be responsible for maintaining at its Water Distribution Points any and all appurtenances as may be designated as Customer's responsibility in Exhibit A. Should Customer fail to maintain the appurtenances shown in Exhibit A, the Board may take reasonable steps to maintain the appurtenances and charge the reasonable cost of doing so to Customer. Prior to the Board taking action to maintain the appurtenances, the Board shall give Customer thirty days written notice to complete the required maintenance. Notice to the Customer shall not be required if, in the Board's determination, there exists an emergency condition affecting the operation of the System or if the health, safety and welfare of the general public may be jeopardized.

- 8.04 New Distribution Points. For any new Water Distribution Points that may be constructed or installed after the effective date of this Contract, Customer shall furnish at Customer's expense, a water meter and Meter Facility that meets the Board's specifications. Thereafter, the Board shall furnish any replacement water meters for new Water Distribution Points and the expense shall be recovered through the Board's rates as a System cost. The Board shall own, operate and maintain all water meters and Meter Facilities after construction, installation or replacement, unless specifically indicated otherwise in Exhibit A.
- 8.05 Meter Repair and Replacement. If the Board initiates a meter repair or meter replacement, the cost shall be recovered through the Board's rates as a System cost. If Customer requests a meter replacement for reasons other than malfunction or disrepair, Customer shall pay the cost of the replacement.
- 8.06 Pressure Regulating Facilities. After the effective date of this Contract, all newly installed Customer-owned pressure regulating facilities shall be installed in a facility that is separate from the Board's Meter Facility.

Article 9. Dispute Resolution

- 9.01 Any and all claims alleging a breach of this Contract may first be submitted to an alternative dispute resolution process. An alternative dispute resolution process may include, but is not limited to, facilitation, binding arbitration, or non-binding arbitration. Each Party shall be responsible for its own costs and fees (including expert witness fees and attorney fees), unless otherwise agreed to in writing. The Parties shall agree upon the form and procedures for the agreed upon alternative dispute resolution process. This Article 9 shall not prohibit a Party from seeking relief directly from a court of competent jurisdiction at any time.

Article 10. Default Provisions

- 10.01 In the event either Party commits a material breach of this Contract, the Party alleging the breach shall give written notice of the breach to the other Party within a reasonable time of discovering the breach. The Party in breach shall be given a reasonable time to cure the breach. If the Party in breach fails to cure the breach, the non-breaching Party may declare this Contract in default and pursue all available legal remedies, including termination of this Contract for cause. In the event that the Party in breach is showing reasonable progress toward curing the breach, the Party alleging the breach may extend the time for curing the breach.

Article 11.
Force Majeure and Other Events

- 11.01 Force Majeure. No failure or delay in performance of this Contract, by either Party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a Party, except that no cause or contingency shall relieve Customer of its obligation to make payment for water delivered by the Board.
- 11.02 Board Liability. Except to the extent that the Board is the proximate cause, the Board shall not be held liable or accountable for any bursting, leakage, breakage, damage or accident of any kind that may occur to Customer's water works system, or any damages of any kind or nature, including, but not limited to, injury to persons or damage to property, resulting from such bursting, leakage, breakage, damage or accident that may occur to water mains or pipes located downstream of the Water Distribution Points specified herein, or located within Customer's distribution system.
- 11.03 Discontinuance of Service. In the event the public health, safety and welfare requires the Board to discontinue temporarily all or part of the supply of water to Customer, no claims for damages of any kind or nature for such discontinuance shall be made by Customer against the Board. The Board will provide notice to Customer of any temporary discontinuance of the water supply.

Article 12.
Timely Payment

- 12.01 Bills for water service shall be rendered to Customer on a monthly basis. All such bills shall be due and payable within forty-five calendar days from the date shown on the bill. Any portion of the charges that are not paid by the due date shall be subject to a finance charge at a rate of 1.5% per month for each month that they remain unpaid. Any portion of the total bill, plus any finance charges applied to the bill which are not paid by the next billing date, shall be shown on the next bill as arrears. The Board may disconnect water service if bills are overdue ninety calendar days from the billing date. The Board shall not terminate water service if there is a good faith dispute concerning the accuracy of billings. If the accuracy of a bill is in dispute, Customer shall place the disputed amount in an escrow account pending resolution of the dispute. Accrued interest on the escrow account shall belong to the Party that prevails in the resolution of the dispute.

Article 13.
Assignment

- 13.01 This Contract shall not be assigned, in whole or in part, by either Party without the prior written consent of the other Party. Consent to an assignment by either Party shall not be unreasonably withheld.

Article 14.
Ensuring Equality of Contract Terms

- 14.01 If the Board enters into any contract, and any amendments thereto, with a water service customer other than Customer, and the material terms of such other contract are more favorable than the material terms of Customer's Contract, Customer may elect to adopt all of such other material terms. However, if Customer exercises the option provided for in this Article 14, Customer must accept all material terms of the other contract in their entirety and may not select among various terms contained in multiple other contracts by, for example, selecting the Contract Term from one contract and the Early Termination Costs provision of another contract. The terms and conditions of Exhibit B of this Contract are specifically excluded from the application of this Article 14.

Article 15.
Amendment

- 15.01 The Parties may periodically consider it in their best interests to change, modify or extend a term, condition or covenant of this Contract for reasons which may include, but are not limited to, the creation, expansion or closing of industry or other business. Any change, addition, deletion, extension or modification that is mutually agreed upon by the Board and Customer shall be incorporated in a written amendment to this Contract. Such amendments shall not invalidate this Contract nor relieve or release either Party of any of its respective obligations under this Contract unless so stated in the amendment.
- 15.02 No amendment to this Contract shall be effective and binding upon the Parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both Parties, is approved by Customer's governing body, and is approved by the Board and the Detroit City Council.

Article 16.
Notices

- 16.01 Except as otherwise specified herein, all notices, consents, approvals, requests and other communications (collectively, "Notices") required or permitted under this Contract shall be given in writing and mailed by first class mail to the Parties and at the addresses identified in Exhibit B.
- 16.02 All Notices shall be deemed given on the day of post-marked mailing. Any Notice given by a Party hereunder must be signed by an authorized representative of such Party.
- 16.03 Notwithstanding the requirement above as to the use of first-class mail, change of address notices, termination notices, and other Notices of a legal nature, shall be sent by certified first-class mail, postage prepaid, return receipt requested.

Article 17.
Water Quality

- 17.01 Contamination. For the protection of the health of all consumers supplied with water from the System, Customer agrees to guard carefully against all forms of contamination. Should contamination occur, the area or areas affected shall immediately be shut off and isolated, and shall remain so until such conditions shall have been abated, and the water declared safe and fit for human consumption by the properly constituted governmental health agencies having jurisdiction of the area affected. Customer shall immediately notify the Board, and the Board shall immediately notify Customer, of any emergency or condition that may affect the quality of water in either Party's system.
- 17.02 Co-mingling of Water Sources. Except in cases of emergency, Customer will not permit water from any other source of supply to be mixed or mingled with water from the System without prior written approval from the Board. In cases of emergency, only such water from sources other than the Board shall be used as shall meet the requirements of the Michigan Department of Environmental Quality, and then only in such quantities as shall be necessary to relieve the emergency.
- 17.03 Emergency Connections. During emergencies, Customer's water facilities may be used and connected, at the discretion of the Board, to water facilities serving other communities for flow in either direction to provide an adequate water supply from the System to Customer and to other areas and other units of government. Customer shall be permitted to immediately make an emergency connection when the connection point to be used has been previously approved for emergency use by the Board in writing, provided that Customer shall, after making the connection, promptly notify the Board of such event. When the emergency has been abated, the emergency connection must be severed as soon as practicable. The Board, or its designee, must approve, in writing, the continuation of any emergency connection that is required for longer than seven calendar days. If an approved emergency connection continues for more than seven calendar days, Customer must provide the Board with weekly updates on the emergency and a schedule for abatement of the emergency that must be approved by the Board in writing.
- 17.04 Water Quality. The Board shall endeavor to remain in compliance with all applicable Michigan and Federal laws, rules and regulations regarding drinking water quality.

Article 18.
Rights-of-Way

- 18.01 Use of Rights-of-Way. The Customer shall assist the Board to obtain permission to use streets, highways, alleys, and/or easements in the local governmental units within the Customer's jurisdiction for the purpose of constructing, maintaining, and operating water facilities to adequately service the Customer's jurisdiction and other areas. This assistance shall include obtaining the consent of the local governmental units, as provided in Article 7, Section 29, Michigan Constitution of 1963. In the event of such construction, the Board shall request the Customer and local governmental units within the Customer's jurisdiction to execute such separate instruments granting rights-of-way in its streets, highways, and alleys as may be reasonably required by the Board. The

Board shall give the Customer notice of any construction work in the Customer's jurisdiction. The Board shall comply with any of Customer's ordinances that apply to the construction. Customer shall inform the Board of the applicable ordinances. The Board and Customer shall meet to review the construction and its impact on their respective operations. The Board shall restore all existing structures and/or improvements laying in the right-of-way of construction to as good a condition as before the construction took place. Any such facilities constructed, maintained and operated under this section shall remain the property of the Board and shall not be operated or maintained by any entity other than the Board or its authorized representatives.

- 18.02 Relocation of Facilities. Should future construction by any federal, state or county agency require relocation of a water transmission main, Meter Facility or other Board facility, the cost incurred by the Board for such relocation, if not reimbursed by the agency requiring the relocation, will be charged in future rates as a common-to-all cost to all System users. Otherwise, the cost incurred by the Board for construction requiring the relocation of a water transmission main, Meter Facility or other Board facility that is proposed, required, undertaken, conducted or facilitated by Customer will be charged to Customer.
- 18.03 Easements. Subject to the provisions of Section 18.01 herein and to the extent that Customer has jurisdiction, the Board shall be granted temporary and permanent easements, and shall be permitted to use the streets, alleys and highways within Customer's legal jurisdiction for the purpose of constructing, operating and maintaining the System. This consent by Customer is given in compliance with Article 7, Sec. 29 of the Michigan Constitution of 1963, provided that the Board shall provide Customer with a written explanation of the type of easement required and the duration thereof.

Article 19.

Access to Towers and Antennas

- 19.01 Where possible, each Party shall give to the other Party access to towers and antennas under its respective jurisdiction for the purpose of transmitting information recorded in the Meter Facilities. Access shall not be unreasonably denied by either Party.

Article 20.

Relationship to Wastewater Services

- 20.01 Customer and the Board acknowledge that future growth in the System may place additional burdens on their respective wastewater systems. Customer, if it is also a wastewater disposal services customer of the Board, understands that any increase in the volume of water it receives from the System is not a guarantee of increased capacity in the Board's wastewater disposal system.

Article 21.
Construction Standards

- 21.01 The Board shall have the right to review and approve Customer's construction plans for Meter Facilities at new Water Distribution Points, water mains sized twenty-four inches and larger, pump stations, reservoirs and water towers. The Board's approval of construction plans shall be timely and shall not be unreasonably withheld.

Article 22.
Operation of Storage

- 22.01 Prior to Customer's operation of any new or existing water storage facility, Customer shall seek the Board's written approval of the filling schedule ("Filling Schedule") of the storage facility. The Board may periodically require Customer to change or adjust a previously approved Filling Schedule. The Parties shall collaborate on devising a mutually beneficial Filling Schedule. If the Parties are unable to agree upon a Filling Schedule, the Board's determination of a Filling Schedule shall be final. All Filling Schedules shall be for a period of six consecutive hours. Customer shall at all times abide by the then-current Board approved Filling Schedule. The Board shall act promptly in approving Filling Schedule requests. Nothing in this Article 22 shall prevent Customer from operating its storage facility at any time, provided that any storage operation that falls outside of the approved Filling Schedule shall not be exempt from the terms of Sections 5.03 and 5.04 herein.

Article 23.
Miscellaneous

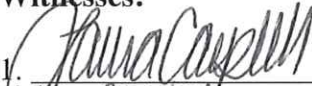

- 23.01 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
- 23.02 This Contract contains the entire agreement between the Parties and all prior negotiations and agreements are merged into this Contract. Neither Party has made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by either Party by implication or otherwise unless expressly set forth in this Contract.
- 23.03 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or subdivision.
- 23.04 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.

- 23.05 The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity. This Contract and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. Each Party agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. Each Party also agrees that it shall not commence any action against the other Party because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.
- 23.06 There are no third party beneficiaries to this Contract and this Contract shall not be construed to benefit any persons other than the Board and Customer.
- 23.07 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, the Board shall provide a copy to the Customer.
- 23.08 The rights and benefits under this Contract shall inure to the benefit of and be binding upon the respective Parties hereto, their agents, successors, and assigns.
- 23.09 Any and all documents, memoranda, reports, exhibits or other written material referred to in this Contract are and shall be incorporated by reference herein.
- 23.10 This Contract shall be deemed to be mutually drafted.

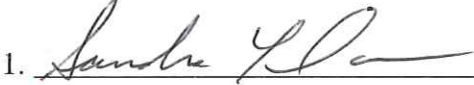
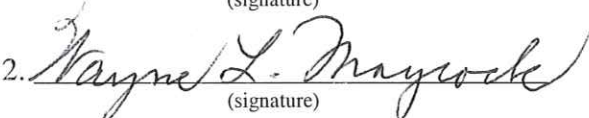
(Signatures appear on next page)

In Witness Whereof, the City and Customer, by and through their duly authorized officers and representatives, have executed this Contract.

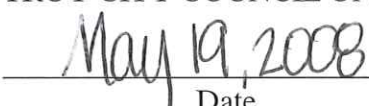
Witnesses:

1. 
(signature)
2. 
(signature)
1. 
(signature)
2. 
(signature)

Witnesses:

1. 
(signature)
2. 
(signature)

APPROVED BY
TROY CITY COUNCIL ON:


Date

APPROVED BY
BOARD OF WATER COMMISSIONERS ON:

MAY 28 2008
Date

APPROVED BY
DETROIT CITY COUNCIL ON:

JUN 24 2008
Date

City of Troy:

By: 
Louise E. Schilling

Its: Mayor

By: 
Tonni L. Bartholomew

Its: City Clerk

City of Detroit:

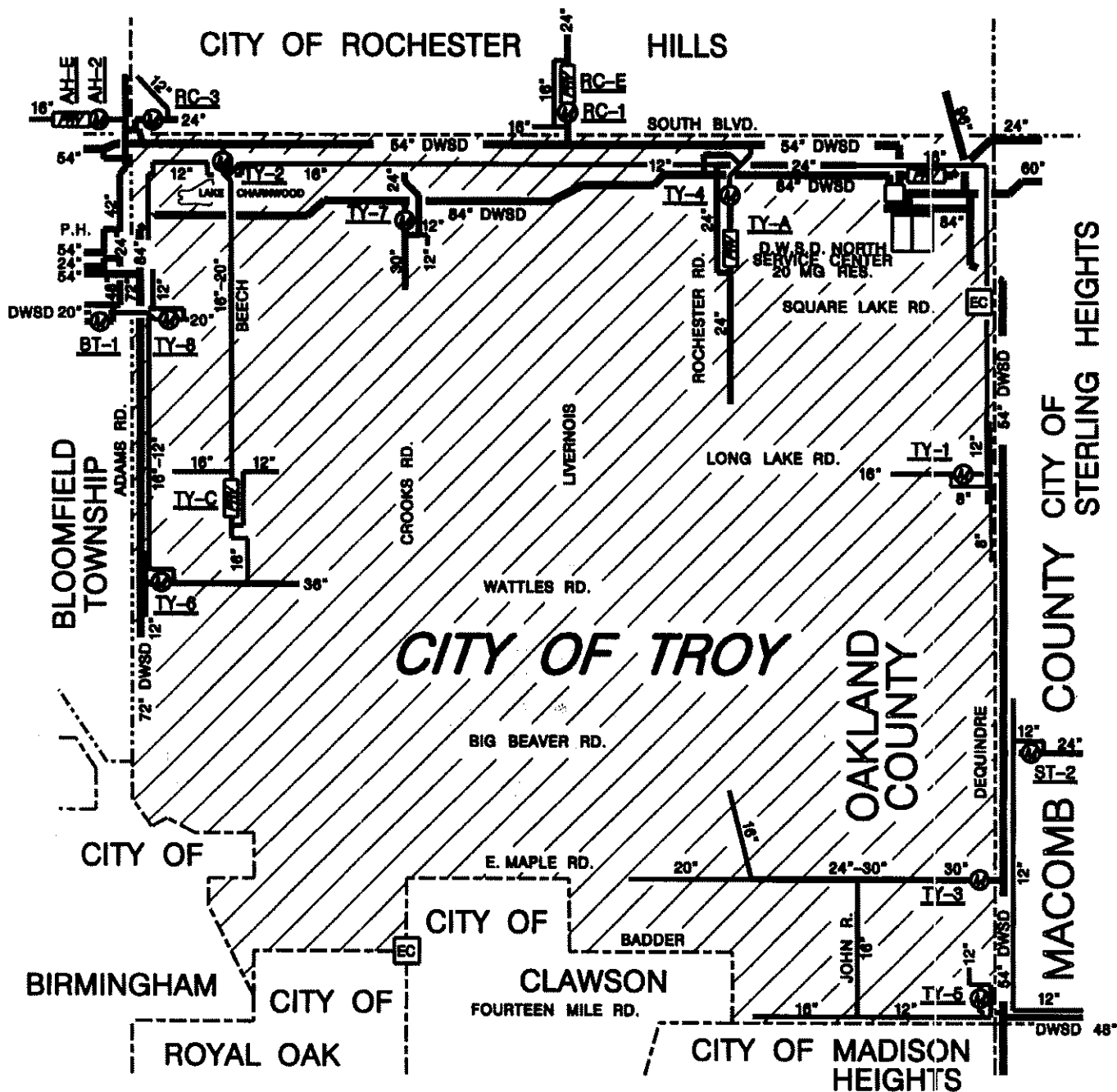
By: 
Kwame M. Kilpatrick

Its: Mayor








EXHIBIT A
Customer's Water Distribution Points

This Exhibit contains the following information:

1. The corporate limits of Customer;
2. The agreed upon water Service Area of Customer which (a) may or may not be entirely within the corporate limits of Customer and (b) which may or may not include the entire area within the Customer's corporate limits;
3. The specific location of the Water Distribution Points, including any Board approved emergency connections;
4. The designation of appurtenances to be maintained by Customer and those to be maintained by the Board; and
5. A list of any closed meter locations.



LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	DWSD METER PIT		SERVICE AREA
	COM METER PIT		CITY OR TWP LINE
	PRV		CITY-TWP LINE
	EMERGENCY CONNECTION		

REVISED DATE	EXHIBIT-A	SERVICE AREA LOCATION MAP
JT 04/07/08		CITY OF TROY
DLE 04/17/08		

Exhibit A

City of Troy Emergency Connections:

Connection to City of Clawson (SOCWA)

8" GV&W at the intersection of Main Street (Livernois) and Elmwood

Connection to Sterling Heights

8" GV&W across from Beaumont Hospital, 44201 Dequindre Road

City of Troy Water Customers Outside Corporate Limits:

3300 W. South Boulevard, Rochester Hills

3061 Adams Road, Bloomfield Township

6001 Adams Road, Bloomfield Township

City of Troy Master Meter(s) Not In Service:

TY-02

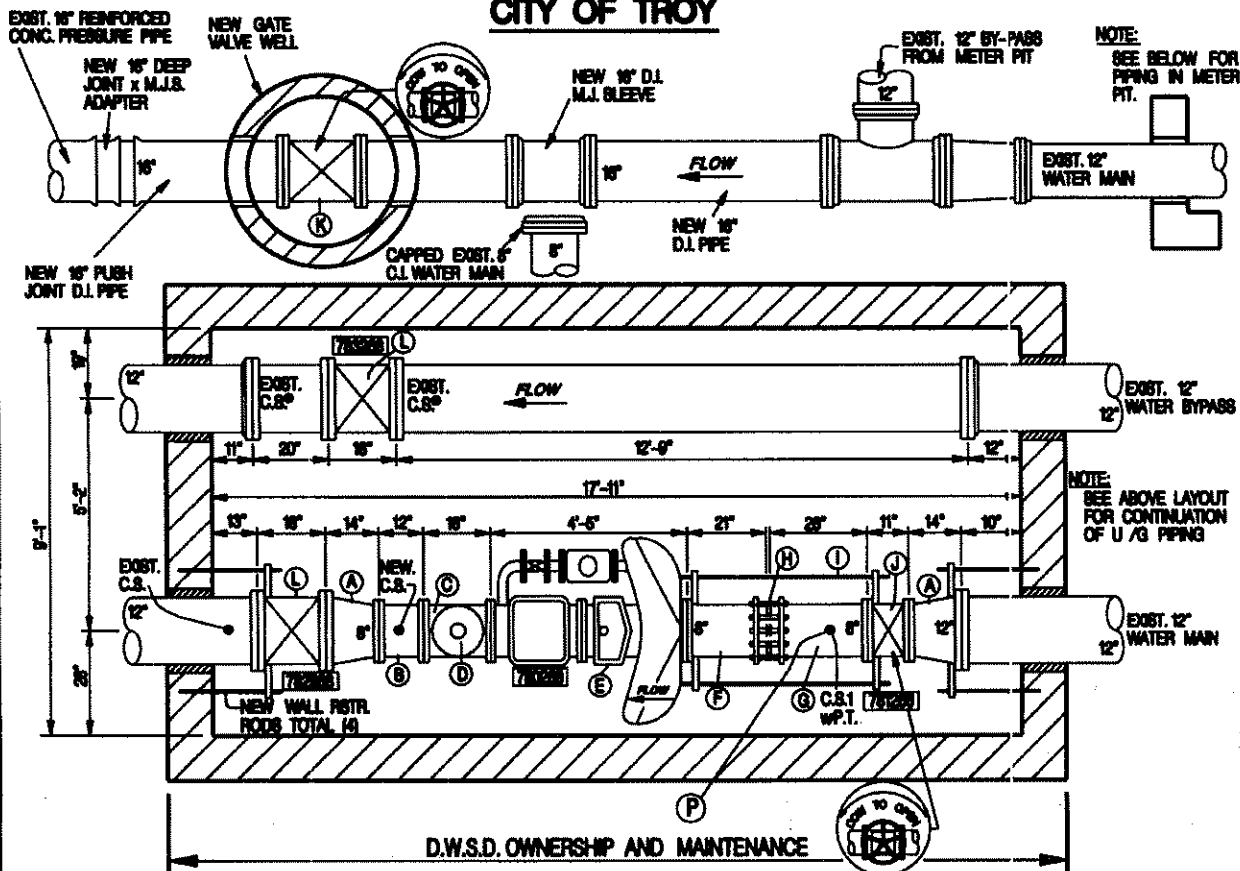
TY-05

TY
1

EXHIBIT A TY-01

DEQUINDRE & LONG LAKE RD.

CITY OF TROY



LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
A	2	12"x8" FLGD. CONCENTRIC REDUCERS, 14" F-F	12"x8"
B	1	8"x1" F-F PIPE w/1" TAP, D.I.	8"
C	1	8"x3" FLGD. TEST TEE, D.I., 8" C-F	8"x3"
D	1	TEST TEE ASSEMBLY w/3" COMPANION FLANGE	-
E	1	8"x2" FLGD. PIPELINE COMPACT METER, W3600, 53" F-F	8"x2"
F	1	8"x1'-0" F-PE PIPE, GADR, D.I.	8"
G	1	8"x2'-2" F-PE PIPE, w/1" TAP, GADR, D.I.	8"
H	1	8" DRESSER STYLE PIPE COUPLING	8"
I	LOT	COUPLING RESTRAINTS: (4) 80" LONG THRD. RODS, (6) EAR PLATES 75" DIA.	75" DIA.
J	1	8" FLGD. GATE VALVE, REBULIENT SEAT, 11.5" F-F, 'A.F.C.'	8"
K	1	16" M.J. GATE VALVE, 'E.I.L.W.'	16"
L	2	GATE VALVE	12"

Ⓟ-UPSTREAM PRESSURE TRANSMITTER

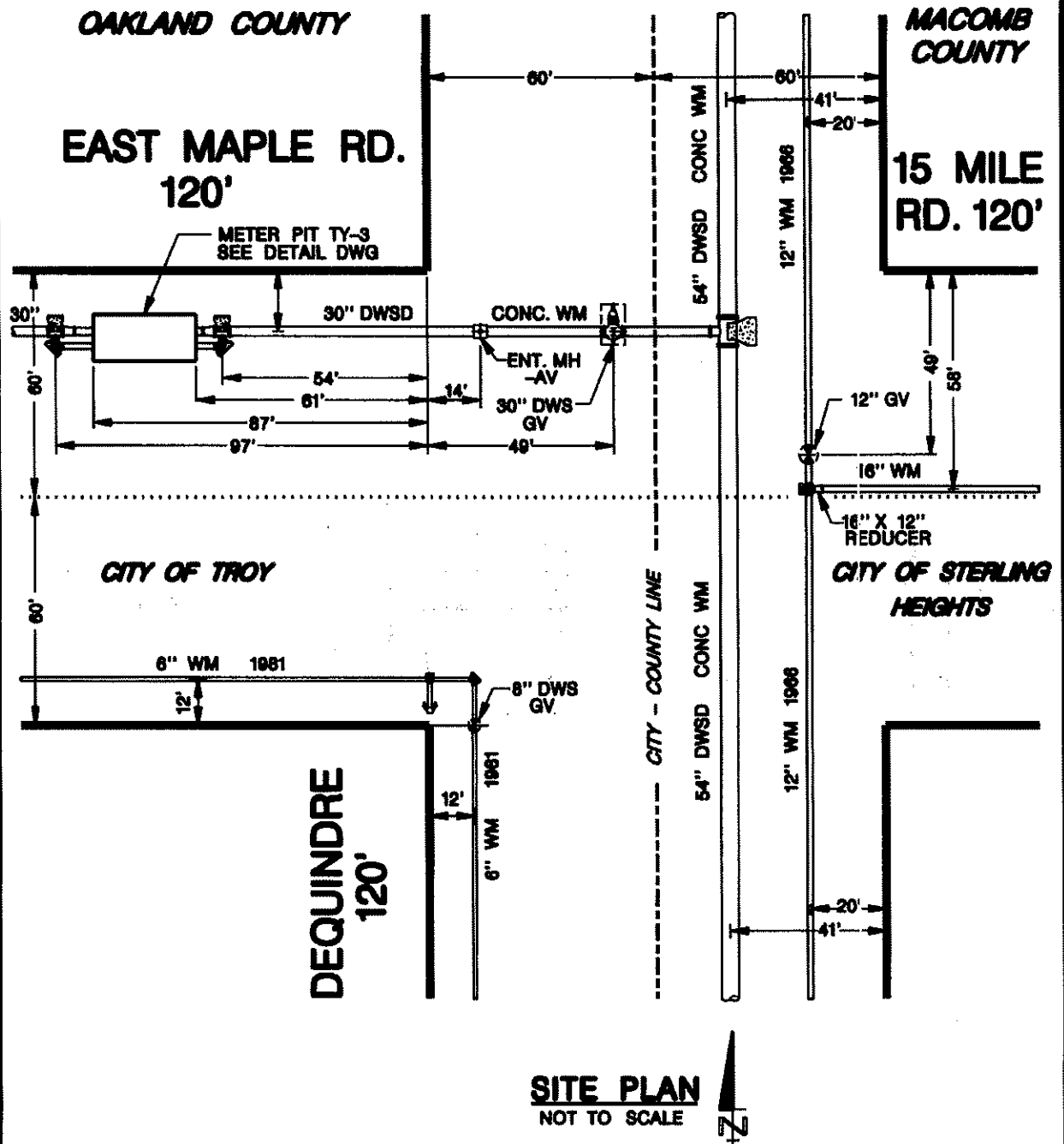
METER PIT DETAIL
NOT TO SCALE

TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 TO 2
NAG	0
TURBINE	4 - 6

ADDRESS _____ 40999 DEQUINDRE
 FEED TO _____ CITY OF TROY
 FEED FROM _____ 54" D.W.S.D. TRANS. MAIN
 TYPE OF METER _____ SENSUS TURBO
 SIZE OF METER _____ 8"x2"
 METER NUMBER _____ 8")1566198 & 2")1565827
 DATE METER SET _____ 5 / 4 / 2001
 METER PIT CONST & SIZE _____ 18'-0" x 9'-1" REINF. CONCRETE
 SECTION MAP _____ 20-Y
 REMARKS _____ NONE
 GATE BOOK _____ N-1073
 DRAWN BY _____ NICHOLS 2 / 14 / 08

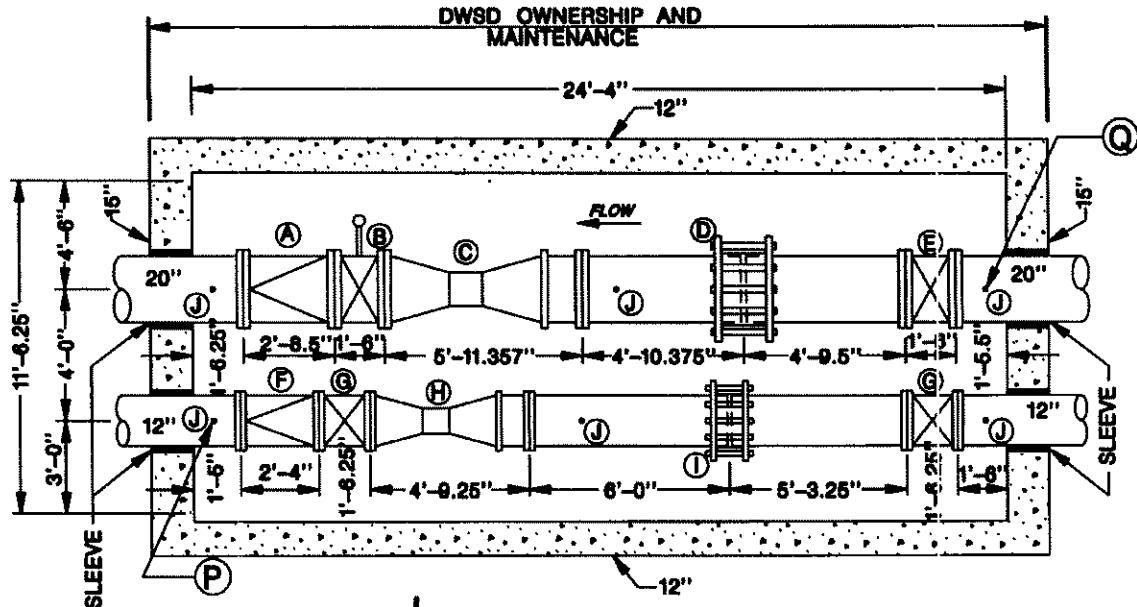
TY
1

EXHIBIT A TY-03 EAST MAPLE ROAD AND DEQUINDRE CITY OF TROY



LOCATIONS SUBJECT
TO VERIFICATION IN
THE FIELD.

EXHIBIT A TY-03 EAST MAPLE ROAD AND DEQUINDRE CITY OF TROY



METER PIT DETAIL

NOT TO SCALE

TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 TO 2
MAG	0
TURBINE	4 - 6

- (P) - UPSTREAM PRESSURE TRANSMITTER
(Q) - DOWNSTREAM PRESSURE TRANSMITTER

LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
A	1	CHECK VALVE	20"
B	1	BUTTERFLY VALVE /HYDRAULIC OPERATOR	20"
C	1	B.I.F VENTURI TUBE	20" X 14.046"
D	1	DRESSER COUPLING	20"
E	1	GATE VALVE (CCW)	20"
F	1	CHECK VALVE	12"
G	2	GATE VALVE	12"
H	1	B.I.F VENTURI TUBE	12" X 6.773"
I	1	DRESSER COUPLING	12"
J	6	CORP	1"

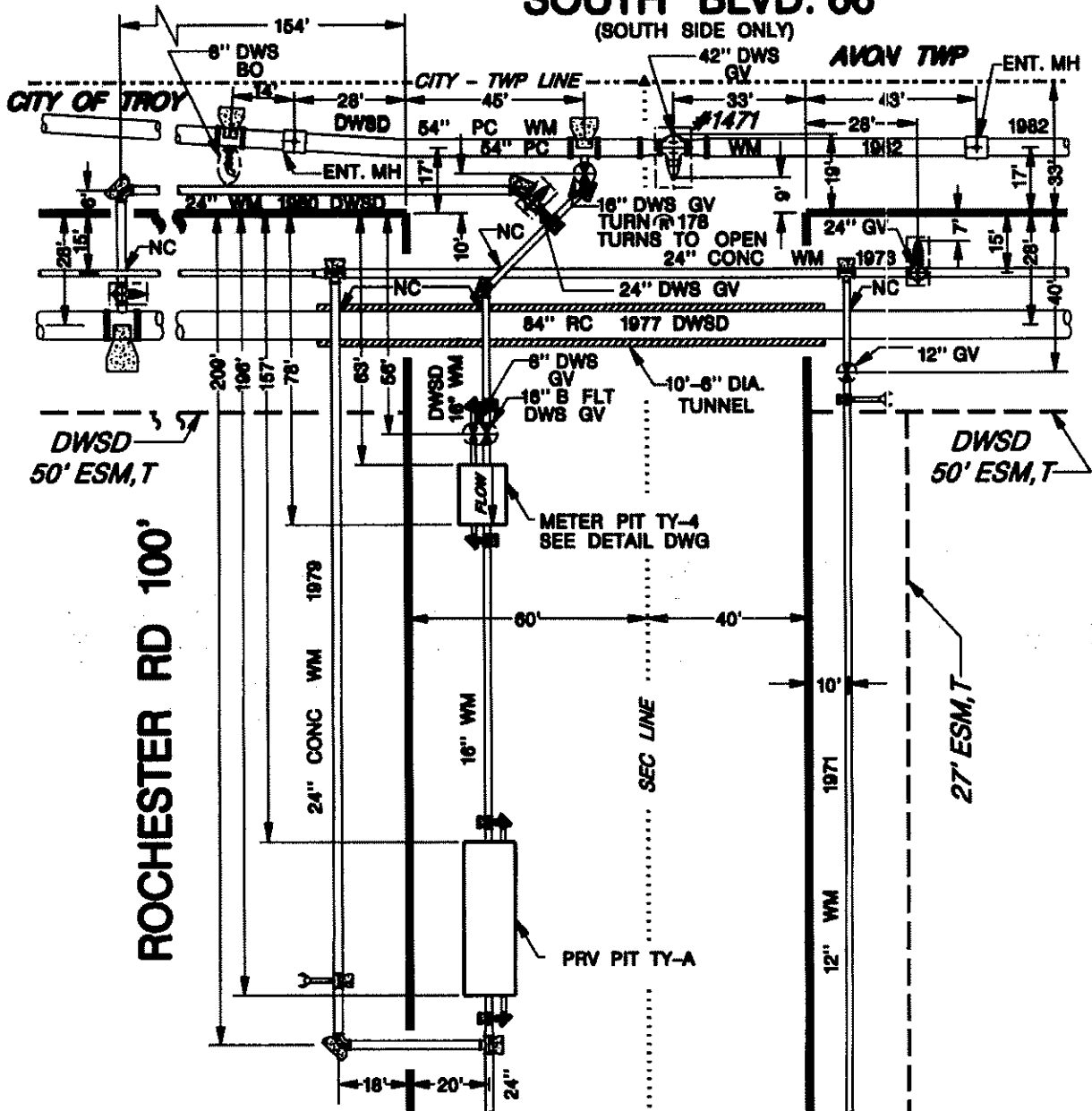
ADDRESS _____ 2971 E. MAPLE
 FEED TO _____ CITY OF TROY
 FEED FROM _____ 54" DWSD TRANS. MAIN
 TYPE OF METER _____ B.I.F. VENTURI TUBES (2)
 SIZE OF METER _____ 20" X 14.046" 12" 6.773"
 METER NUMBER _____ 20"-55424-1 12"-55424-2
 DATE METER SET _____ 12/7/1966
 METER PIT CONST & SIZE _____ 24'-4" x 11'-6.25" ID REINF. CONC
 SECTION MAP _____ 20-Y
 GATE BOOK _____ E-1064
 FIELD BOOK _____ 1967-MP-32-35
 DRAWN BY _____ A.D. BOLTON 2/14/08
 REMARKS _____

TY
3

EXHIBIT A TY-04 ROCHESTER AND SOUTH BLVD. CITY OF TROY

SOUTH BLVD. 66'

(SOUTH SIDE ONLY)

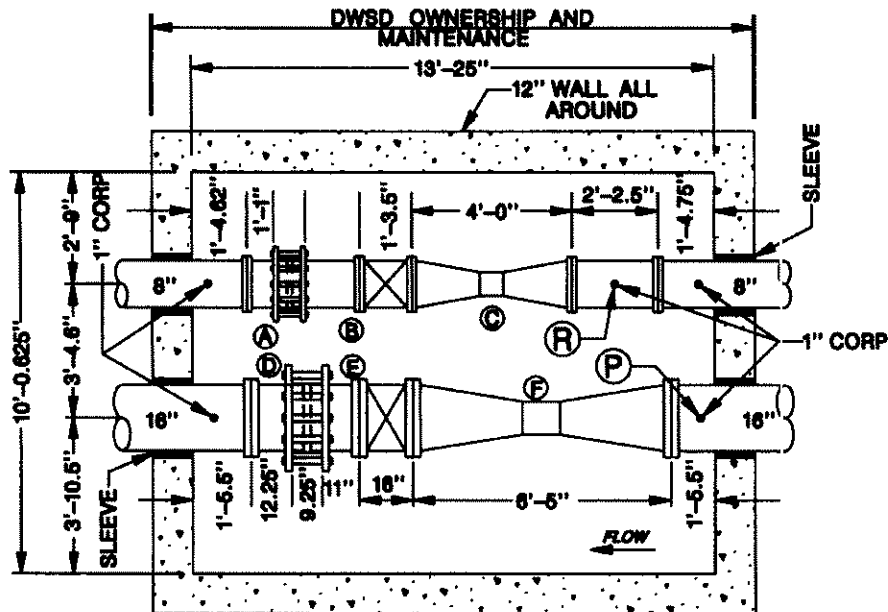


SITE PLAN
NOT TO SCALE

LOCATIONS SUBJECT
TO VERIFICATION IN
THE FIELD.

**TY
4**

EXHIBIT A TY-04 ROCHESTER AND SOUTH BLVD. CITY OF TROY



METER PIT DETAIL

NOT TO SCALE



TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 TO 2
MAG	0
TURBINE	4 - 6

- (P) - UPSTREAM PRESSURE TRANSMITTER
(R) - DOWNSTREAM PRESSURE TRANSMITTER

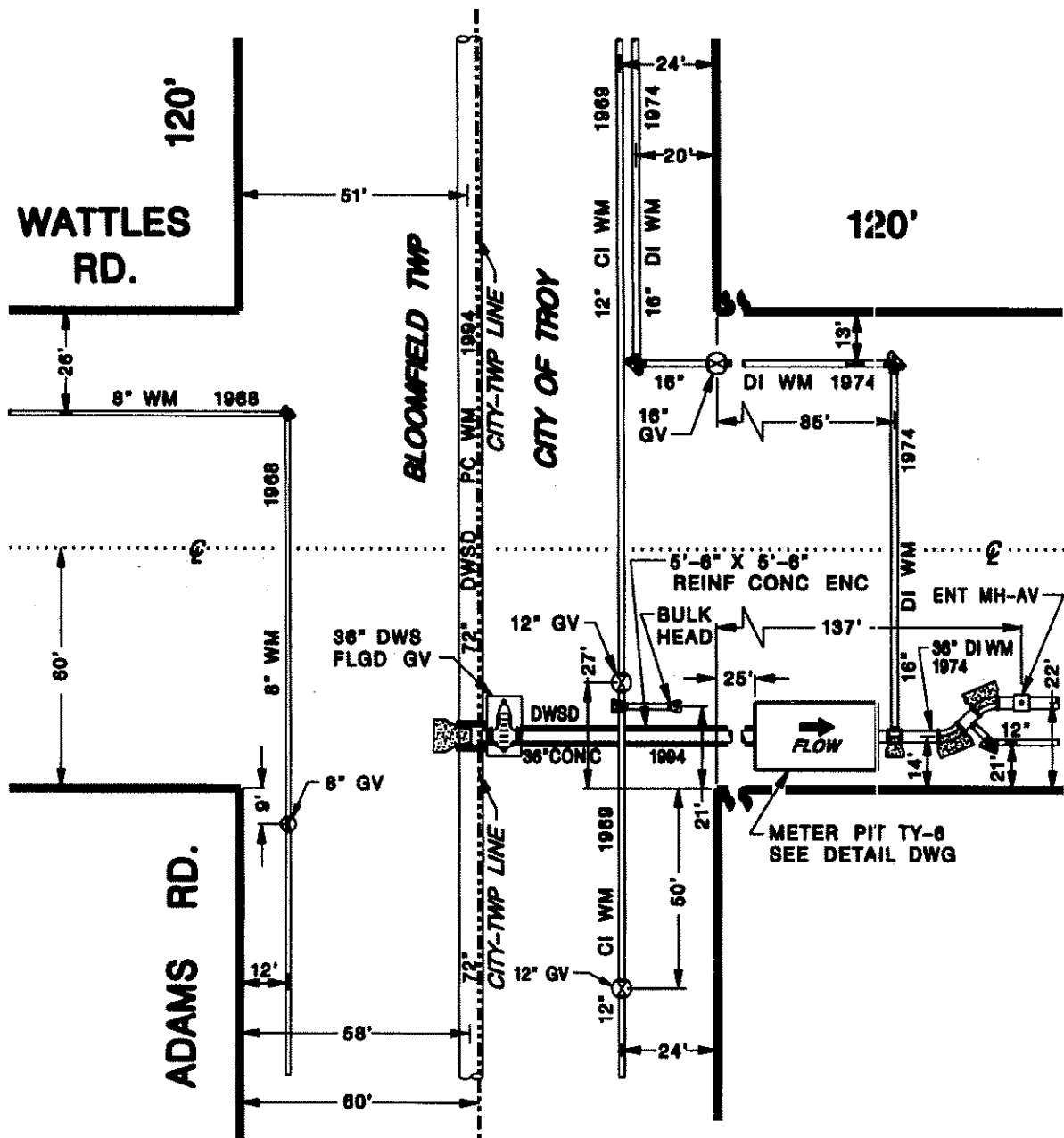
LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
A	1	DRESSER COUPLING	8"
B	1	GATE VALVE (CCW) 786271	8"
C	1	B.I.F. VENTURI TUBE 783271	8" X 3.494"
D	1	DRESSER COUPLING	16"
E	1	B.FLY VALVE HYD. OPER. 782271	16"
F	1	B.I.F. VENTURI TUBE 780271	16" X 9.142"

ADDRESS _____ 6971 ROCHESTER
 FEED TO _____ CITY OF TROY
 FEED FROM _____ 54" DWSD TRANS MAIN
 TYPE OF METER _____ 2 - B.I.F. VENTURI TUBES
 SIZE OF METER _____ 16" X 9.142" 8" X 3.494"
 METER NUMBER _____ 83870-1 83869-1
 DATE METER SET _____ 02/02/1971
 METER PIT CONST & SIZE _____ 13'-0.25" X 10'-0.625" ID REINF CONC
 SECTION MAP _____ 18-4
 GATE BOOK _____ N-1087
 FIELD BOOK _____
 DRAWN BY _____ A.D. BOLTON 02/19/2008
 REMARKS _____



EXHIBIT A TY-06

ADAMS AND WATTLES
CITY OF TROY



SITE PLAN
N.T.S.



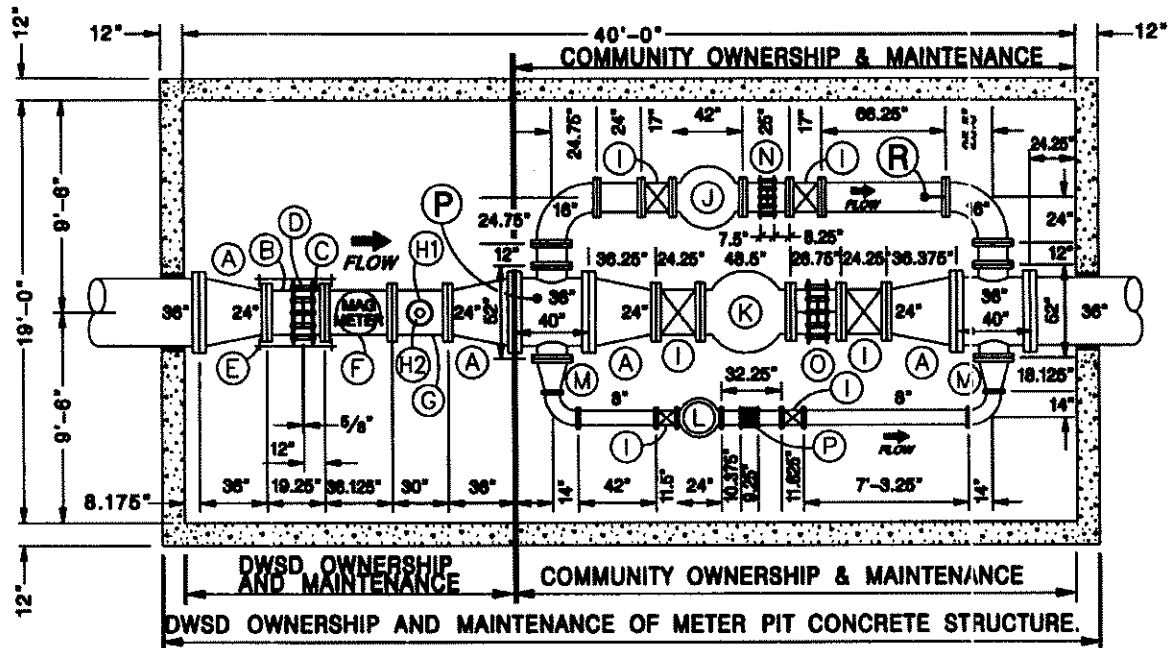
LOCATIONS SUBJECT
TO VERIFICATION IN
THE FIELD.

TY
6

EXHIBIT A TY-06

ADAMS AND WATTLES

CITY OF TROY



TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VERTICAL	1 TO 2
MAG	0
TURBINE	4 - 6

METER PIT DETAIL

N.T.S.

- (P) UPSTREAM PRESSURE TRANSMITTER
(R) OTHER PRESSURE TRANS.

LEGEND		
TAG QTY.	DESCRIPTION	SIZE
A 4	36" x 24" FLGD. CONCENTRIC REDUCERS, D.I. 18" F-F	36" x 24"
B 1	24" x 1'-7 1/4" F-PE PIPE, GADR. D.I.	24"
C 1	24" x 1'-0" F-PE PIPE, GADR. D.I.	24"
D 1	24" 'DRESSER STYLE' PIPE COUPLING	24"
E LOT	COUPLING RESTR.: (8) 48" LONG THRD. RODS. (12) EAR PLATES	1"Ø
F 1	24" FLGD. MAGNETIC FLOWMETER, 36.125" F-F	24"
G 1	24" x 6" FLGD. TEST TEE, D.I. 15" C-F	24" x 6"
H1 1	6" x 4" FLGD. CONC. REDUCER, D.I., 8" F-F	6" x 4"

TAG QTY.	DESCRIPTION	SIZE
H2 1	TEST TEE ASSEMBLY w/ 3" x 8" O.D. COMPANION FLANGE	-
I 6	GATE VALVE	8", 16", 24"
J 1	16" ROSS P.R.V.	16"
K 1	24" ROSS P.R.V.	24"
L 1	8" ROSS P.R.V.	8"
M 1	8" x 16" REDUCER	8" x 16"
N 1	16" 'DRESSER STYLE' PIPE COUPLING	16"
O 1	24" 'DRESSER STYLE' PIPE COUPLING	24"
P 1	8" 'DRESSER STYLE' PIPE COUPLING	8"

LOCATION _____ ADAMS AND WATTLES
 FEED TO _____ CITY OF TROY
 FEED FROM _____ 72" DWSD TRANSMISSION MAIN
 TYPE OF METER _____ ABB MAG
 SIZE OF METER _____ 24"
 METER NUMBER _____ V/34729/17/1
 DATE OF METER SET _____ 5/12/2000
 METER PIT SIZE & CONST. _____ 19'-0" x 40'-0" REINF CONCRETE
 TYPE & SIZE OF P.R.V. _____ ROSS PRV - 24", 16" & 8"
 DATE VALVE SET _____
 SECTION MAP NO. _____ 13-1
 GATE BOOK NO. _____ NONE
 REMARKS _____ NONE
 DRAWN BY: _____ DWS-805 01/01/2003
 DRAWN BY: _____ D.G. LLAMAS 03/08

TY
6

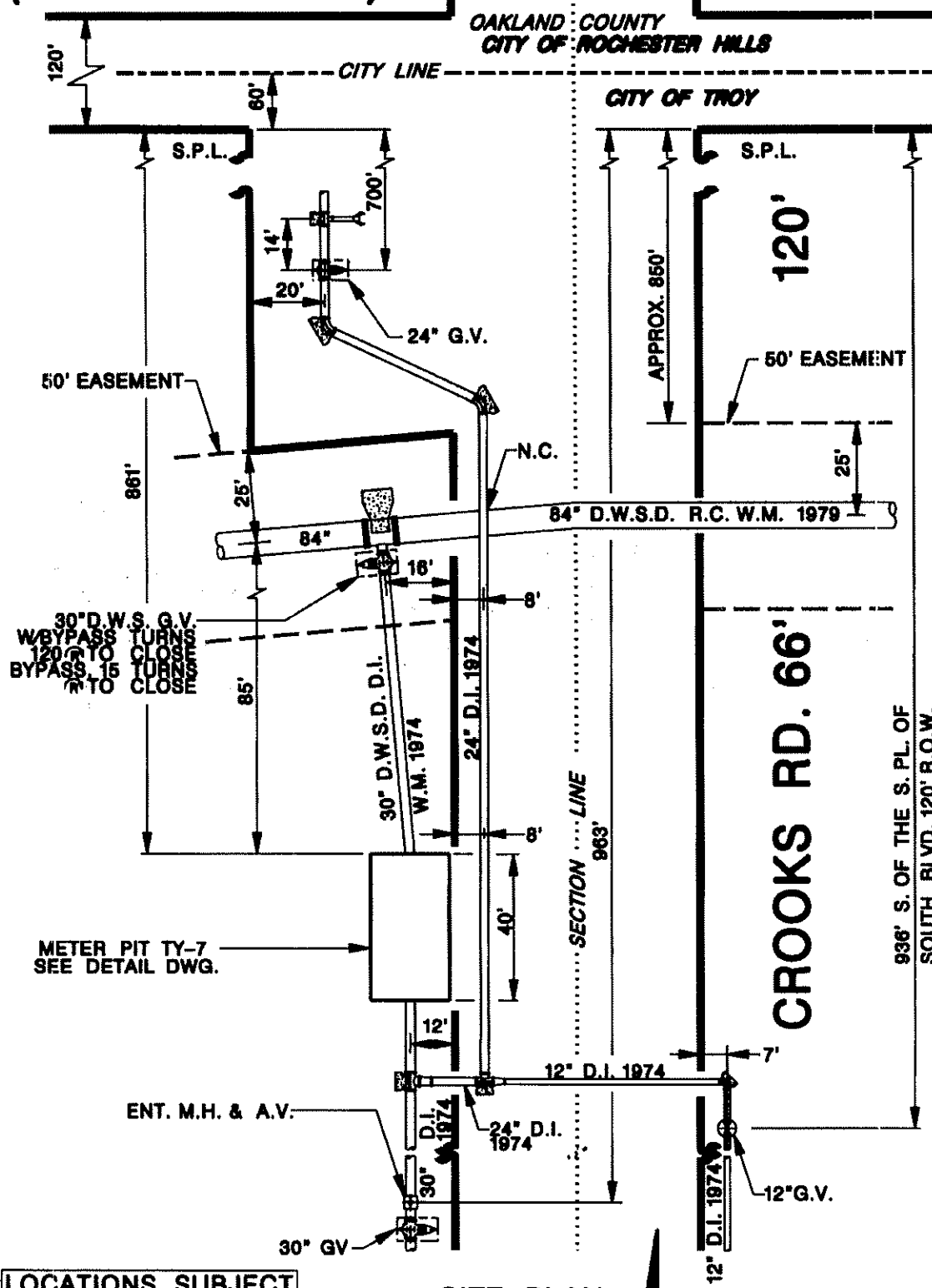
EXHIBIT A TY-07

CROOKS AND SOUTH BLVD.

CITY OF TROY

SOUTH BLVD. (TWENTY MILE RD.)

N.P.L. 120'



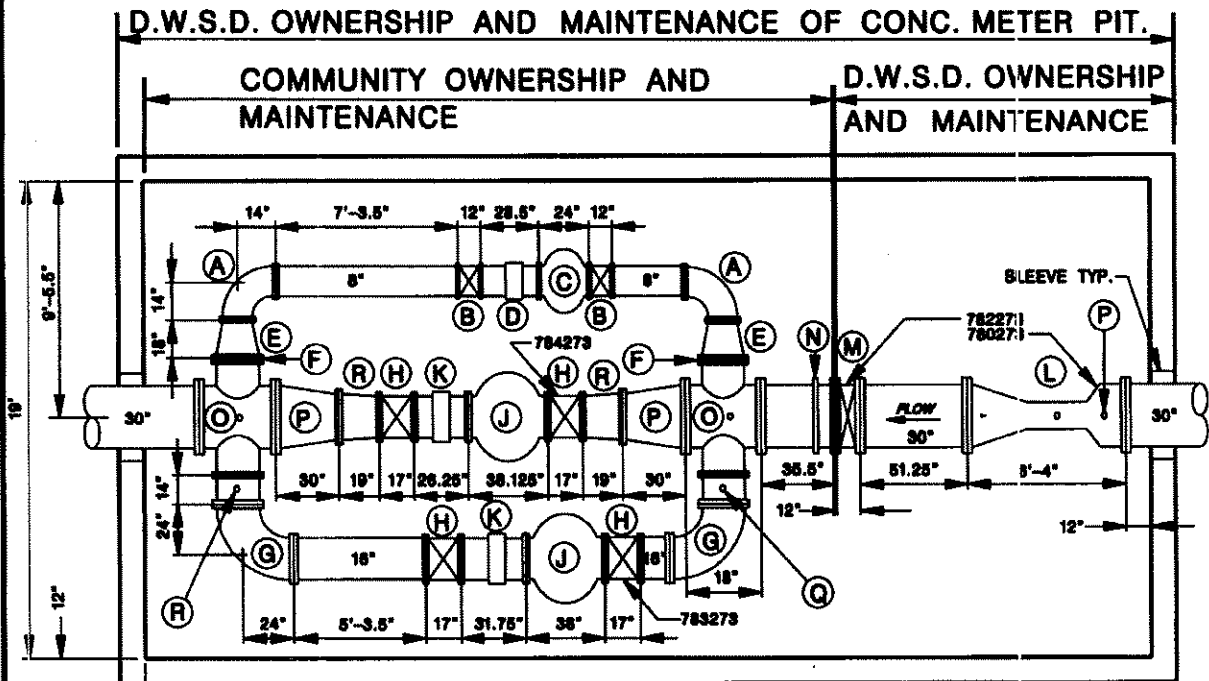
SITE PLAN
NOT TO SCALE

TY
7

EXHIBIT A TY-07

CROOKS AND SOUTH BLVD.

CITY OF TROY



METER PIT DETAIL

NOT TO SCALE

LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
A	2	6" 90° BEND	6"
B	2	6" G.V. & W.	6"
C	1	6" ROSS P.R.V.	6"
D	1	6" DRESSER COUPLING	6"
E	2	16"x8" REDUCER	16"x8"
F	2	16" FILLER RINGS @ 7" EACH	16"
G	2	16" 90° BEND	16"
H	2	16" G.V. & W.	16"
J	1	16" ROSS P.R.V.	16"
K	1	16" DRESSER COUPLING	16"

LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
L	1	30" B.I.F. VENTURI METER	30"
M	1	30" BUTTERFLY VALVE	30"
N	1	30" DRESSER COUPLING	30"
O	2	30" X 16" TEE	30"x16"
P	2	30" X 16" REDUCER	30"x16"
R	2	16" X 16" REDUCER	16"x16"

TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 TO 2
ORIFICE	0
TURBINE	4 - 6
ULTRA SONIC	10 - 15

- (P) UPSTREAM PRESSURE TRANSMITTER
- (Q) DOWNSTREAM PRESSURE TRANSMITTER
- (R) OTHER PRESSURE TRANSMITTER

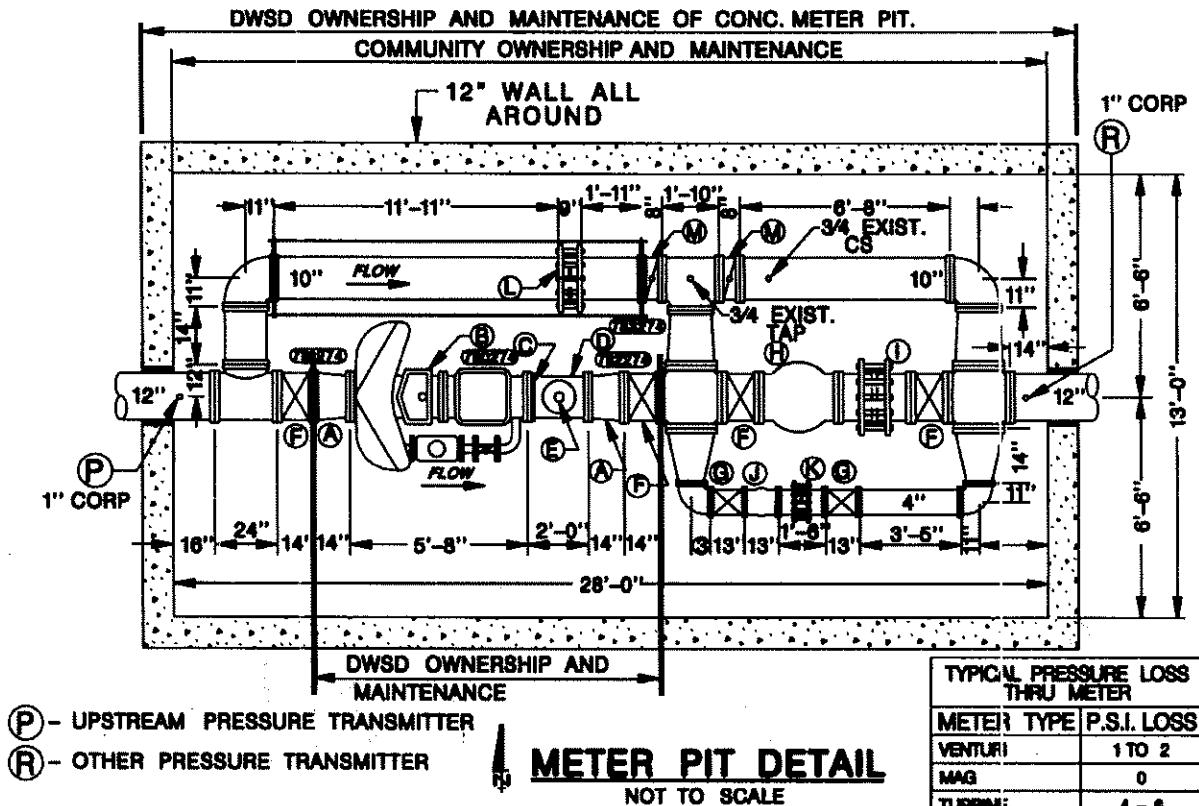
FEED TO _____ CITY OF TROY
 FEED FROM _____ 84" D.W.S.D. TRANS. MAIN
 TYPE OF METER _____ B.I.F. VENTURI & ORIFICE
 SIZE OF METER _____ 30" X 17.4" 30" X 5.994"
 TYPE OF P.R.V. _____ 8") ROSS 16") ROSS
 SIZE OF P.R.V. _____ 8" 16" X 2
 METER NUMBER _____ 37194-1 37200-1
 DATE METER SET _____ 01/06/1981
 METER PIT CONST & SIZE _____ 40'-0" X 19'-0" I.D., REINF. CONC.
 SECTION MAP _____ 14-4 & 16-4
 REMARKS _____
 GATE BOOK _____ N-1095 & N-1145
 DRAWN BY _____ M. SCOTT 03/28/08

TY
7

[illegible]

**TY
8**

EXHIBIT-A TY-08 SQUARE LAKE RD. AND ADAMS CITY OF TROY



LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
A	2	FLGD CONC REDUC DIF-F	12" X 10"
B	1	FIRELINE COMPACT METER W5500	10" X 2"
C	1	MEGALUG FLANGE ADAPTER	10"
D	1	10" X 1'-11.5" F-PE PIPE w/3" TOL DI	10"
E	1	TEST TEE ASSEMBLY w/3" COMP FLANGE	-
F	4	GATE VALVE	12"
G	1	GATE VALVE	4"

LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
H	1	ROSS PRV	12"
I	1	DRESSER CPLG.	12"
J	1	GOLDEN ANDERSON PRV	4"
K	1	DRESSER CPLG.	4"
L	1	DRESSER CPLG.	10"
M	2	BFLY. V. BIF TYPE H	10"

ADDRESS _____ 2985 E. SQUARE LAKE ROAD
 FEED TO _____ CITY OF TROY
 FEED FROM _____ 42" DWSD TRANS MAIN
 TYPE OF METER _____ FIRELINE COMPACT METER W5500
 SIZE OF METER _____ 10" X 2"
 METER NUMBER _____ 10") 1565968 & 2") 1566097
 DATE METER SET _____ 8/18/1999
 TYPE OF PRV _____ ROSS & GOLDEN ANDERSON
 SIZE OF PRV _____ 12" 4"
 METER PIT CONST & SIZE _____ 28'-0" X 13'-0" ID REINF CONC
 SECTION MAP _____ 13-3
 GATE BOOK _____ N-1127
 FIELD BOOK _____
 DRAWN BY _____ A.D. BOLTON 03/28/2008
 REMARKS _____

TY
8

EXHIBIT B

Projected Annual Volume and Minimum Annual Volume (Table 1)

Pressure Range and Maximum Flow Rate (Table 2)

Flow Split Assumptions (Table 3)

Addresses for Notice (Table 4)

Table 1 and Table 2 set forth the agreed upon Projected Annual Volumes, Minimum Annual Volumes, Pressure Ranges and Maximum Flow Rates for the term of this Contract provided that figures in bold type face are immediately enforceable pursuant to the terms of Section 5.07 and italicized figures are contained for planning purposes only but will become effective absent the negotiated replacements anticipated in Section 5.07.

The approximate rate of flow by individual meter set forth in Table 3 is the assumption upon which the Pressure Range commitments established in Table 2 have been devised. Should Customer deviate from these assumptions at any meter(s), the Board may be unable to meet the stated Pressure Range commitments in this Contract or in the contract of another customer of the Board and Section 5.08 of this Contract may be invoked.

EXHIBIT B

Table 1
Projected Annual Volume and Minimum Annual Volume

Fiscal Year Ending June 30	Projected Annual Volume (mcf)	Minimum Annual Volume (mcf)
2009	630,000	315,000
2010	630,000	315,000
2011	<i>630,000</i>	<i>315,000</i>
2012	<i>630,000</i>	<i>315,000</i>
2013	<i>630,000</i>	<i>315,000</i>
2014	<i>630,000</i>	<i>315,000</i>
2015	<i>630,000</i>	<i>315,000</i>
2016	<i>630,000</i>	<i>315,000</i>
2017	<i>630,000</i>	<i>315,000</i>
2018	<i>630,000</i>	<i>315,000</i>
2019	<i>630,000</i>	<i>315,000</i>
2020	<i>630,000</i>	<i>315,000</i>
2021	<i>630,000</i>	<i>315,000</i>
2022	<i>630,000</i>	<i>315,000</i>
2023	<i>630,000</i>	<i>315,000</i>
2024	<i>630,000</i>	<i>315,000</i>
2025	<i>630,000</i>	<i>315,000</i>
2026	<i>630,000</i>	<i>315,000</i>
2027	<i>630,000</i>	<i>315,000</i>
2028	<i>630,000</i>	<i>315,000</i>
2029	<i>630,000</i>	<i>315,000</i>
2030	<i>630,000</i>	<i>315,000</i>
2031	<i>630,000</i>	<i>315,000</i>
2032	<i>630,000</i>	<i>315,000</i>
2033	<i>630,000</i>	<i>315,000</i>
2034	<i>630,000</i>	<i>315,000</i>
2035	<i>630,000</i>	<i>315,000</i>
2036	<i>630,000</i>	<i>315,000</i>
2037	<i>630,000</i>	<i>315,000</i>
2038	<i>630,000</i>	<i>315,000</i>

EXHIBIT B

Table 2
Pressure Range and Maximum Flow Rate

Calendar Year	Pressure Range (psi)		Pressure Range (psi)		Pressure Range (psi)		Pressure Range (psi)		Pressure Range (psi)		Pressure Range (psi)	
	Meter TY-01		Meter TY-03		Meter TY-04		Meter TY-06		Meter TY-07		Meter TY-08	
	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
2008	35	74	51	77	114	149	87	111	72	96	104	134
2009	35	74	51	77	114	149	87	111	72	96	104	134
2010	35	74	51	77	114	149	87	111	72	96	104	134
2011	35	74	51	77	114	149	87	111	72	96	104	134
2012	35	74	51	77	114	149	87	111	72	96	104	134
2013	50	75	65	82	114	149	87	111	80	96	104	134
2014	50	75	65	82	114	149	87	111	80	96	104	134
2015	50	75	65	82	114	149	87	111	80	96	104	134
2016	50	75	65	82	114	149	87	111	80	96	104	134
2017	50	75	65	82	114	149	87	111	80	96	104	134
2018	50	75	65	82	114	149	87	111	80	96	104	134
2019	50	75	65	82	114	149	87	111	80	96	104	134
2020	50	75	65	82	114	149	87	111	80	96	104	134
2021	50	75	65	82	114	149	87	111	80	96	104	134
2022	50	75	65	82	114	149	87	111	80	96	104	134
2023	50	75	65	82	114	149	87	111	80	96	104	134
2024	50	75	65	82	114	149	87	111	80	96	104	134
2025	50	75	65	82	114	149	87	111	80	96	104	134
2026	50	75	65	82	114	149	87	111	80	96	104	134
2027	50	75	65	82	114	149	87	111	80	96	104	134
2028	50	75	65	82	114	149	87	111	80	96	104	134
2029	50	75	65	82	114	149	87	111	80	96	104	134
2030	50	75	65	82	114	149	87	111	80	96	104	134
2031	50	75	65	82	114	149	87	111	80	96	104	134
2032	50	75	65	82	114	149	87	111	80	96	104	134
2033	50	75	65	82	114	149	87	111	80	96	104	134
2034	50	75	65	82	114	149	87	111	80	96	104	134
2035	50	75	65	82	114	149	87	111	80	96	104	134
2036	50	75	65	82	114	149	87	111	80	96	104	134
2037	50	75	65	82	114	149	87	111	80	96	104	134

EXHIBIT B

Table 2 (continued)
Pressure Range and Maximum Flow Rate

Calendar Year	Maximum Flow Rate (mgd)	
	<u>Max Day</u>	<u>Peak Hour</u>
2008	35.0	55.0
2009	35.0	55.0
2010	35.0	55.0
2011	35.0	55.0
2012	35.0	55.0
2013	35.0	55.0
2014	35.0	55.0
2015	35.0	55.0
2016	35.0	55.0
2017	35.0	55.0
2018	35.0	55.0
2019	35.0	55.0
2020	35.0	55.0
2021	35.0	55.0
2022	35.0	55.0
2023	35.0	55.0
2024	35.0	55.0
2025	35.0	55.0
2026	35.0	55.0
2027	35.0	55.0
2028	35.0	55.0
2029	35.0	55.0
2030	35.0	55.0
2031	35.0	55.0
2032	35.0	55.0
2033	35.0	55.0
2034	35.0	55.0
2035	35.0	55.0
2036	35.0	55.0
2037	35.0	55.0

Table 3
Flow Split Assumptions

Meter	Assumed Flow Split (2008-2009)
TY-01	1%
TY-03	11%
TY-04	45%
TY-06	5%
TY-07	31%
TY-08	7%

Table 4
Addresses for Notice

If to the Board: Director Detroit Water and Sewerage Department 735 Randolph Detroit, Michigan 48226	If to Customer: City Clerk City of Troy 500 West Big Beaver Troy, Michigan 48084
---	---

TRUE COPY CERTIFICATE

Form C of D—16-CE

STATE OF MICHIGAN, }
City of Detroit } ss.

CITY CLERK'S OFFICE, DETROIT

I, Janice M. Winfrey, City Clerk of the City of Detroit, in said State, do hereby certify that the annexed paper is a TRUE COPY OF resolution adopted (passed) by the City Council at session of

June 24 19~~x~~ 2008

and approved by Mayor

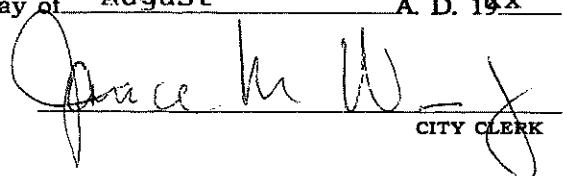
July 7 19~~x~~ 2008

as appears from the Journal of said City Council in the office of the City Clerk of Detroit, aforesaid; that I have compared the same with the original, and the same is a correct transcript therefrom, and of the whole of such original.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said City, at

Detroit, this Fourth

day of August A. D. 19~~x~~ 2008


CITY CLERK

Water and Sewerage Department
May 28, 2008

Honorable City Council:

Re: Water Service Contract Between
City of Detroit and City of Troy.

The City of Troy (Troy) in Oakland County has agreed to a new thirty-year water service contract with the City of Detroit. This contract is based upon the model water contract that was discussed in detail before the Public Health and Safety Standing Committee on May 19, 2008. As discussed in Committee, the new contracts have a term of thirty years and will replace any and all prior water service agreements between the City of Detroit and Troy. The terms of each contract negotiated are essentially identical, with the exception of the two contract exhibits. Exhibit A of the contract sets forth the customer's service area and metering information. Exhibit B of the contract sets forth the particular service level needs of the customer.

By Council Member Tinsley-Talabi:

Resolved, That the Water Service Contract Between the City of Detroit and the City of Troy be and hereby is approved.

Adopted as follows:

Yeas — Council Members S. Cockrel, Jones, Kenyatta, Reeves, Tinsley-Talabi, Watson, Conyers, and President K. Cockrel, Jr. — 8.

Nays — None.

*WAIVER OF RECONSIDERATION
(No. 3), per motions before adjournment.

**AMENDMENT NO. 4 TO WATER SERVICE CONTRACT
BETWEEN
GREAT LAKES WATER AUTHORITY
AND
CITY OF TROY**

This Amendment No. 4 (“Amendment”) is made between the Great Lakes Water Authority, a municipal authority and public body corporate (“GLWA”), and the City of Troy, a municipal corporation (“Member Partner”). GLWA and Member Partner are collectively referred to as the “Parties”.

RECITALS

- A. GLWA leases, operates, and maintains the public water supply system owned by the City of Detroit (“System”); and
- B. On June 24, 2008, the Parties entered a Water Service Contract (“Contract”) reflecting the terms and conditions governing the delivery and purchase of potable water, as subsequently amended and assigned; and
- C. GLWA has determined that its charge methodology renders irrelevant the “minimum take or pay” terms of Section 5.06 of the Contract; and
- D. Through the One Water Partnership, GLWA member partners requested that GLWA undertake an effort to place all member partners on the same periodic contract review schedule (“Reopener Schedule”) to assist in reducing, as much as practicable, volatility in member partner water charges; and
- E. GLWA devised a contract alignment process (“CAP”) that results in all model water contracts being reopened on a four-year schedule beginning in calendar year 2022 and every four years thereafter; and
- F. Article 15 of the Contract permits the Parties to amend the Contract by mutual agreement; and
- G. In consideration of the mutual undertakings of the Parties and for the benefit of the public, it is the mutual desire of the Parties to enter this Amendment to amend the Contract as set forth in detail in the following sections.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

- 1. Section 5.06 of the Contract is deleted in its entirety.
- 2. Section 5.07 of the Contract is deleted in its entirety and replaced with the following:

5.07 Periodic Review and Reopener. For Customer and System planning purposes and, regarding the Minimum Annual Volume, enforcement of the provisions of Article 3, Maximum Flow Rates, Pressure Ranges, Projected Annual Volumes and Minimum Annual Volumes (collectively, “Values”) shall be established by mutual agreement for the Contract Term. As of calendar year 2018, the Parties shall review the Values in calendar year 2022

and every four years thereafter for the Contract Term and any renewal terms (each review year a “Reopener Year”, and collectively the Reopener Years comprising the “Reopener Schedule”). However, if Customer executes the Contract more than two years before the next Reopener Year, then the Reopener Schedule set forth in bold type in Exhibit B, Table 2, shall be modified and shown to permit one additional Reopener Year prior to the next Reopener Year in the Reopener Schedule. The Values shall be contractually binding between each Reopener Year. If the Parties do not negotiate Values according to the Reopener Schedule, then the Values established for planning purposes (as shown in italicized type in Exhibit B) shall become contractually binding until the next Reopener Year.

3. Exhibit A of the Contract is amended by deleting in its entirety the existing Exhibit A and substituting the attached Exhibit A in its place.
4. Exhibit B of the Contract is amended by deleting in its entirety the existing Exhibit B and substituting the attached Exhibit B in its place.
5. Except for the provisions of the Contract specifically contained in this Amendment, all other terms, conditions, and covenants contained in the Contract shall remain in full force and effect and as set forth in the Contract.
6. This Amendment to the Contract shall be effective and binding upon the Parties when it is signed and acknowledged by the duly authorized representatives of both Parties and is approved by Member Partner’s governing body and the GLWA Board of Directors.

(Signatures appear on next page)

Accordingly, GLWA and Member Partner, by and through their duly authorized officers and representatives, have executed this Amendment.

City of Troy:

By: _____
Ethan Baker
Mayor

By: _____
Aileen Dickson, MMC, MiPMC II
City Clerk

APPROVED BY
TROY CITY COUNCIL ON: _____
Date

Great Lakes Water Authority:

By: _____
Suzanne R. Coffey, P.E.
Interim Chief Executive Officer

Dated: _____

APPROVED BY
GLWA BOARD OF DIRECTORS ON: _____
Date

APPROVED AS TO FORM BY
GLWA GENERAL COUNSEL ON: _____
Signature/Date

EXHIBIT A

Customer's Water Distribution Points

This Exhibit contains the following information:

1. The corporate limits of Customer;
2. The agreed upon water Service Area of Customer which (a) may or may not be entirely within the corporate limits of Customer and (b) which may or may not include the entire area within the Customer's corporate limits;
3. The specific location of the Water Distribution Points, including any Board approved emergency connections;
4. The designation of appurtenances to be maintained by Customer and those to be maintained by the Board; and
5. A list of any closed meter locations.

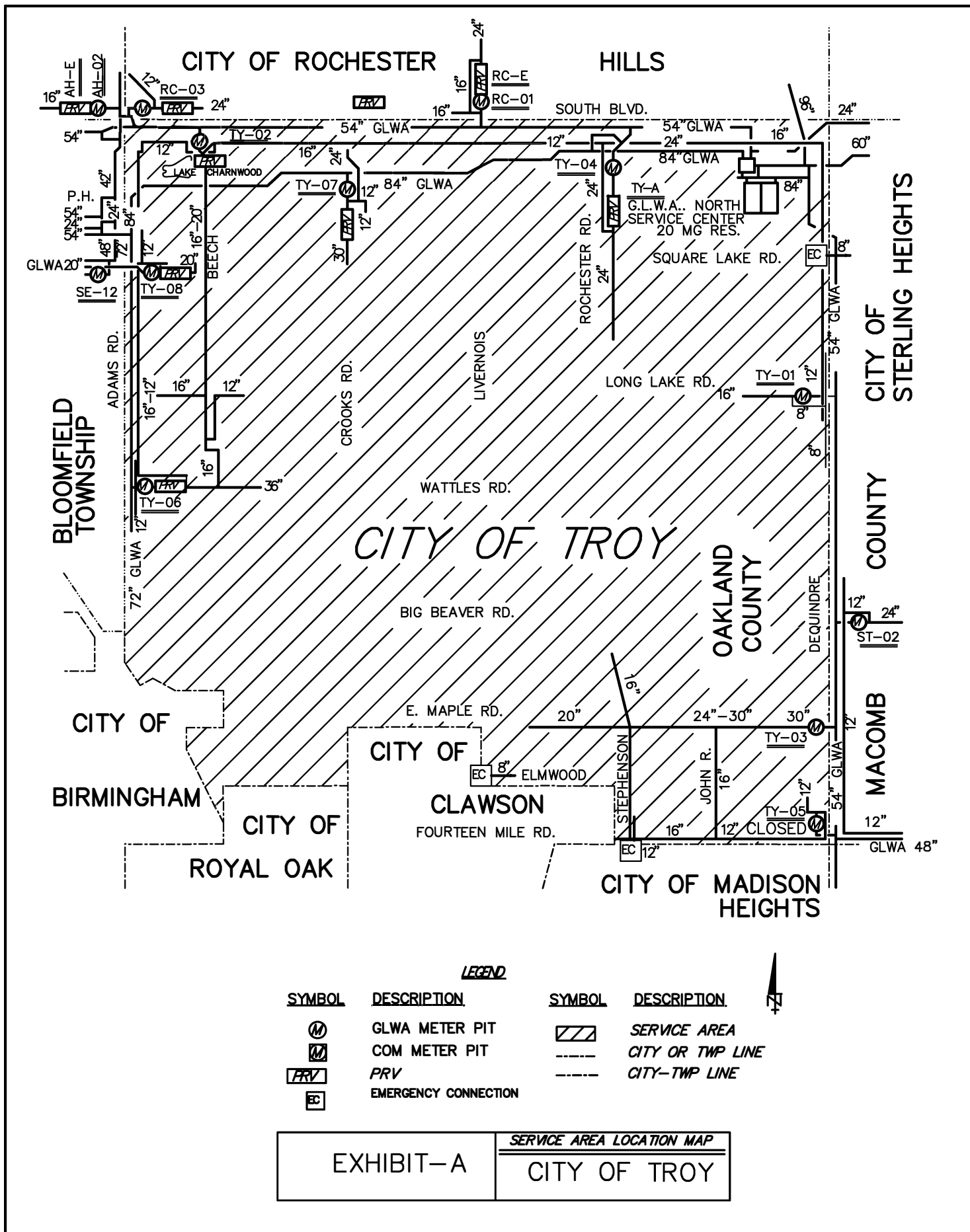


EXHIBIT A

City of Troy Emergency Connections:

Connection to Clawson (SOCWA)

8" GV&W – at the intersection of Main and Elmwood

Connection to Sterling Heights

8" GV&W – across from Beaumont Hospital at 44201 Dequindre Road

Connection to Madison Heights

12" – at S.W. Corner of 14 Mile and Stephenson

City of Troy Water Customers Outside of Corporate Limits:

3300 W. South Blvd., Rochester Hills Water Only

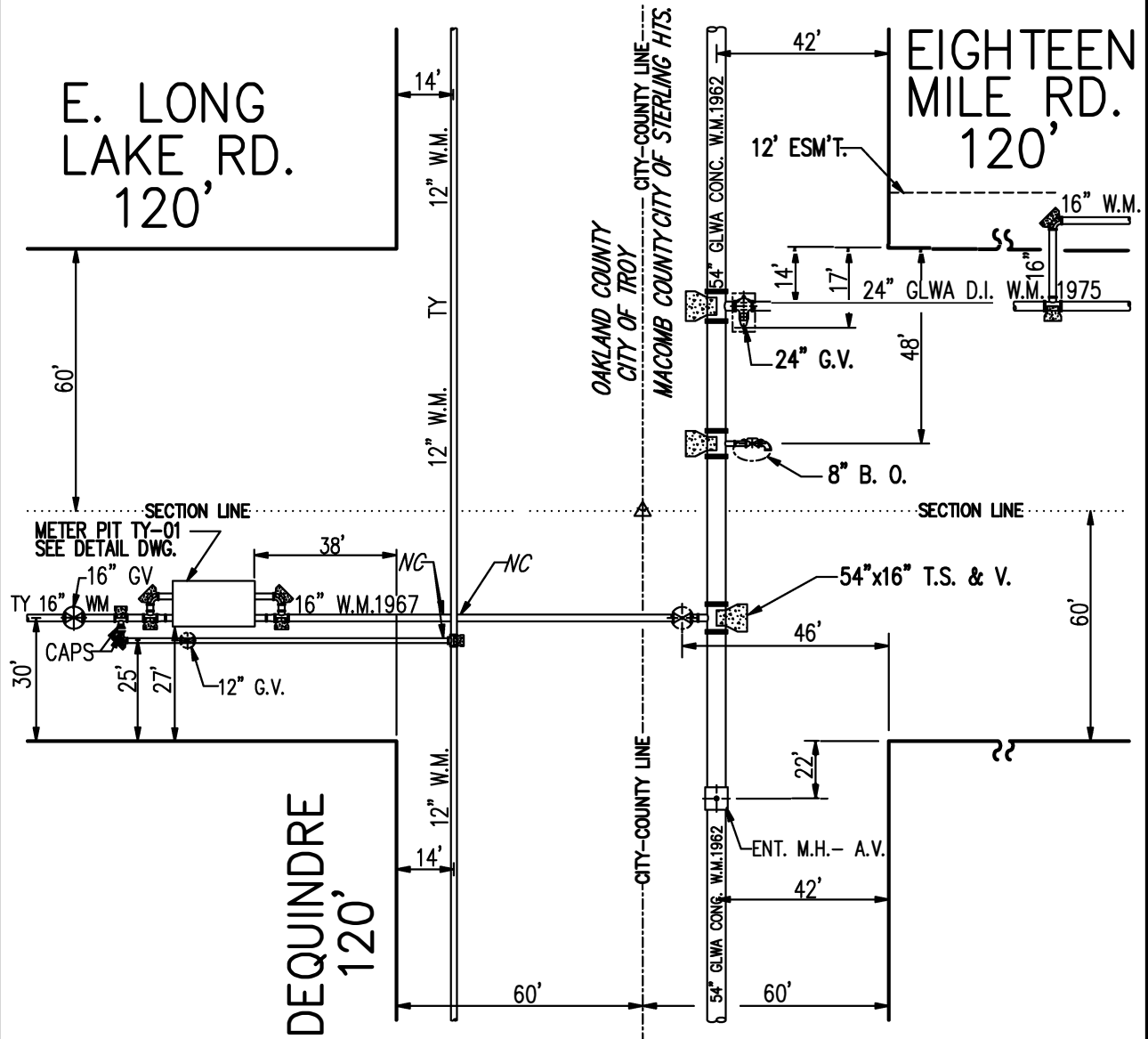
3061 Adams Rd., Bloomfield Twp. Sewer Only

6001 Adams Rd., Bloomfield Twp. Sewer Only

City of Troy Master Meters Not In Service:

TY-05

EXHIBIT-A TY-01 DEQUINDRE AND LONG LAKE RD. CITY OF TROY



SITE PLAN
NOT TO SCALE

TY - CITY OF TROY
OWNERSHIP & MAINTENANCE

GLWA - GREAT LAKES WATER AUTHORITY
OPERATION AND MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

LOCATIONS SUBJECT
TO VERIFICATION IN
THE FIELD.

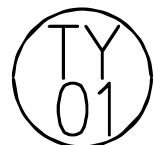
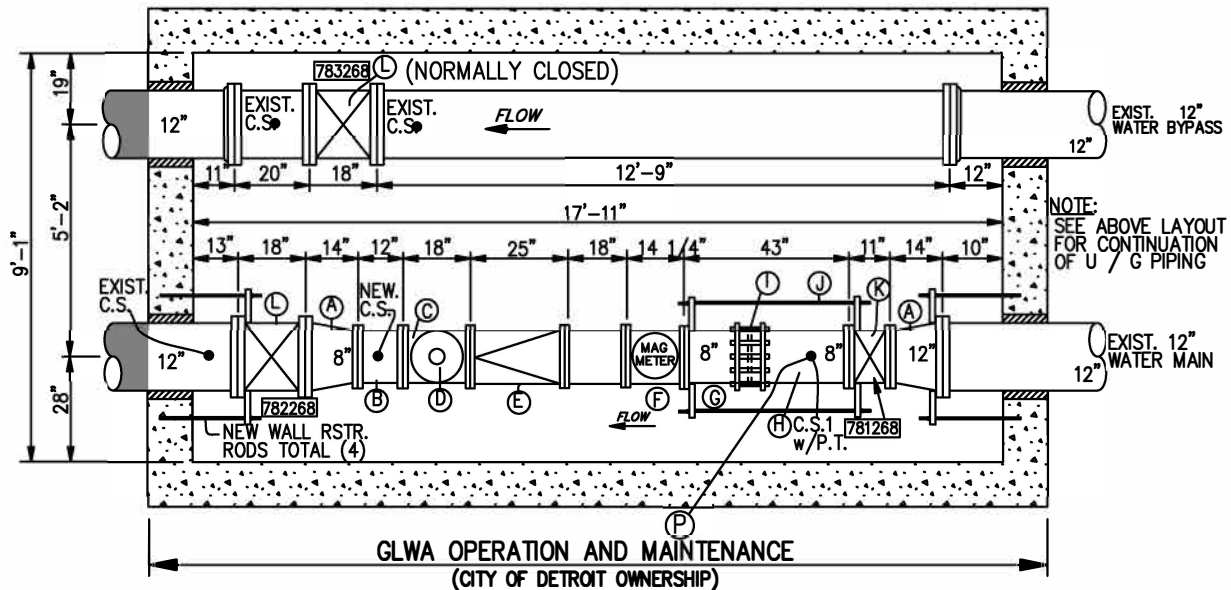


EXHIBIT-A TY-01 DEQUINDRE AND LONG LAKE RD. CITY OF TROY



CITY OF TROY
OWNERSHIP & MAINTENANCE

METER PIT DETAIL
NOT TO SCALE

LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
A	2	12"x8" FLGD. CONCENTRIC REDUCERS, 14" F-F	12"x8"
B	1	8"x1' F-F PIPE w/1" TAP, D.I.	8"
C	1	8"x3" FLGD. TEST TEE, D.I., 9" C-F	8"x3"
D	1	TEST TEE ASSEMBLY w/ 3" COMPANION FLANGE	-
E	1	CHECK VALVE	8"
F	1	8" SIEMENS MAG METER	8"
G	1	8"x1'-9" F-PE PIPE, GADR, D.I.	8"
H	1	8"x2'-2" F-PE PIPE, w/ 1" TAP, GADR, D.I.	8"
I	1	8" 'DRESSER STYLE' PIPE COUPLING	8"
J	LOT	COUPLING RESTRAINTS: (4) 60" LONG THRD. RODS, (8) EAR PLATES	.75" DIA.
K	1	8"FLDG. GATE VALVE, RESILIENT SEAT, 11.5" F-F, 'A.F.C.'	8"
L	2	GATE VALVE	12"

TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 TO 2
MAG	0
TURBINE	4 - 6

Ⓟ-UPSTREAM PRESSURE TRANSMITTER,
G.L.W.A. OPERATION & MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

ADDRESS.....40999 DEQUINDRE
FEED TO.....CITY OF TROY
FEED FROM.....54" G.L.W.A. TRANS. MAIN
TYPE OF METER.....SIEMENS MAG 5100 W
SIZE OF METER.....8" / DN 200
METER NUMBER.....7ME658 387001U253
DATE METER SET.....6 / 3 / 2015
METER PIT CONST & SIZE.....18'-0" x 9'-1" REINF. CONCRETE
SECTION MAP.....20-Y
REMARKS.....NONE
GATE BOOK.....N-1073
DRAWN BY.....GLWA 10 / 20 / 17

TY
01

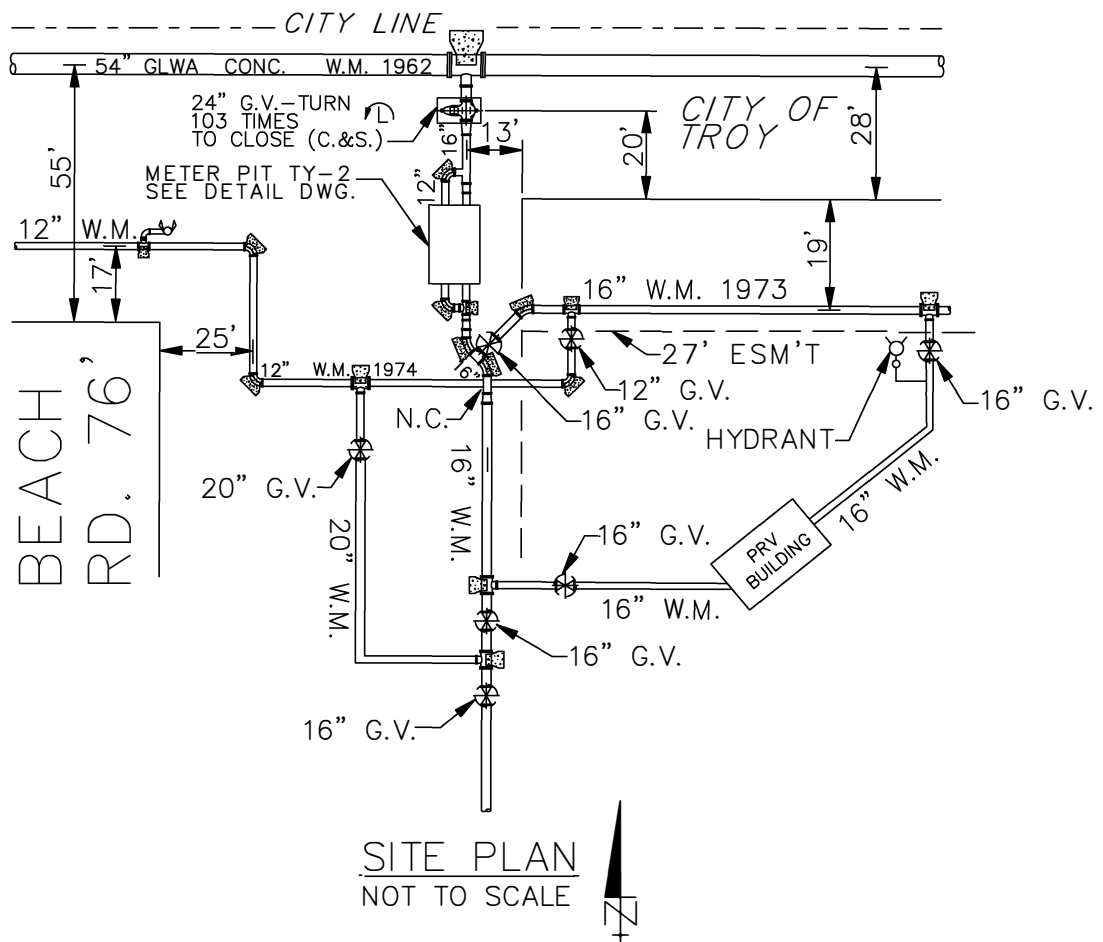
EXHIBIT—A TY-02

SOUTH BLVD. AND BEACH RD.

CITY OF TROY

93' SOUTH BLVD. 66'

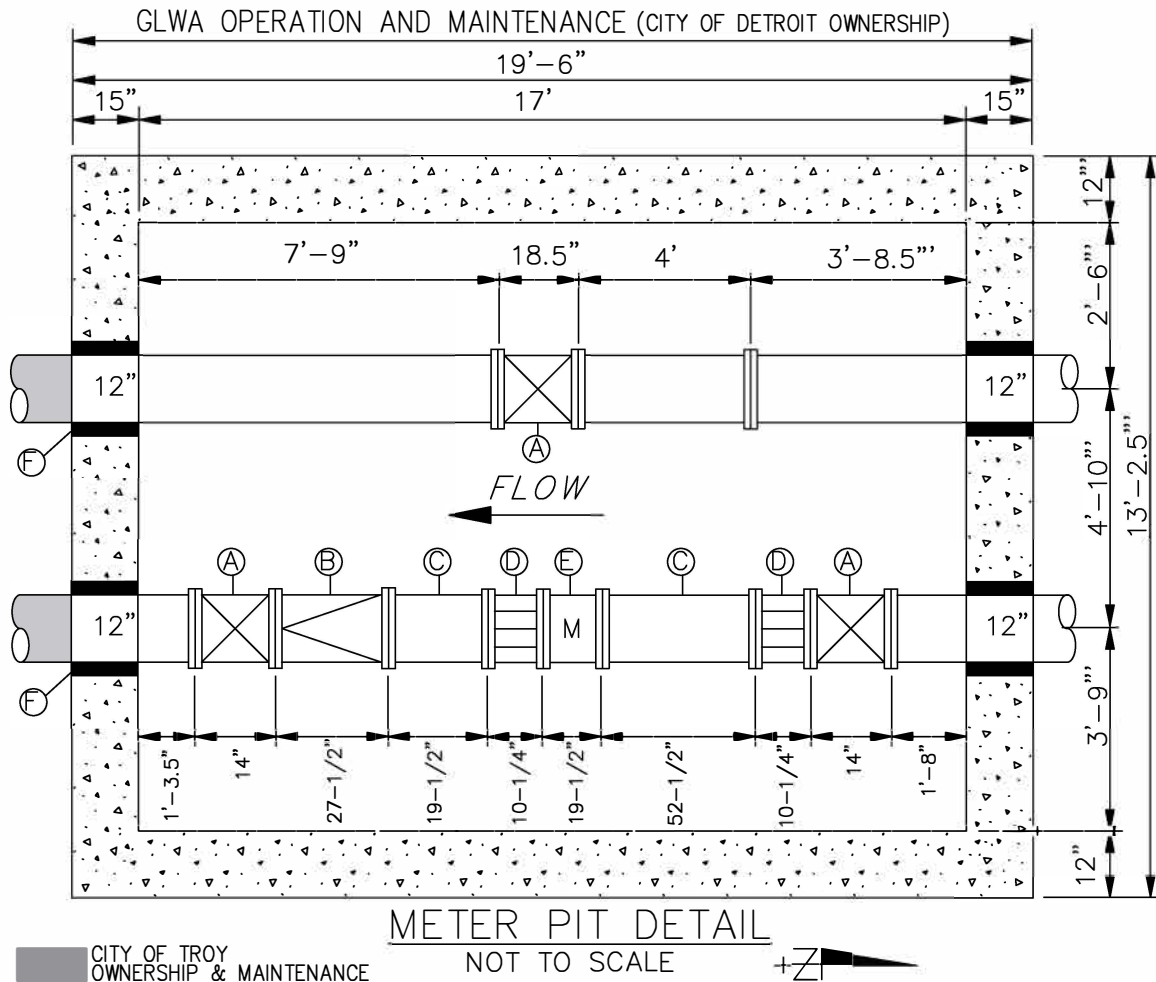
CITY OF ROCHESTER HILLS



LOCATIONS SUBJECT
TO VERIFICATION IN
THE FIELD.

TY
02

EXHIBIT—A TY—02
SOUTH BLVD. AND BEACH RD.
CITY OF TROY



LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
A	2	12" FLG. GATE VALVE (CLOSED)	12"
B	1	12" CHECK VALVE	12"
C	2	SPOOL	12"
D	2	RFCA	12"
E	1	12" MAG METER	12"
F	4	SLEEVE	12"

TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 TO 2
MAG	0
TURBINE	4 - 6

FEED TO	— — — — —	CITY OF TROY
FEED FROM	— — — — —	54" G.L.W.A. TRANS. MAIN
TYPE OF METER	— — — — —	SIEMENS MAG 5100W
SIZE OF METER	— — — — —	12"/DN300
METER NUMBER	— — — — —	PBD-L9124503
DATE METER SET	— — — — —	JUNE 17, 2020
METER PIT CONST & SIZE	— — — — —	17'-0" X 11'-2.5" I.D. REINF. CONC.
SECTION MAP	— — — — —	13-4 & 5
GATE BOOK	— — — — —	N-1101
FIELD BOOK NO.	— — — — —	NONE
REMARKS	— — — — —	OPEN JUNE 17, 2020

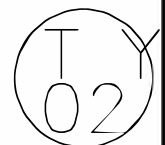
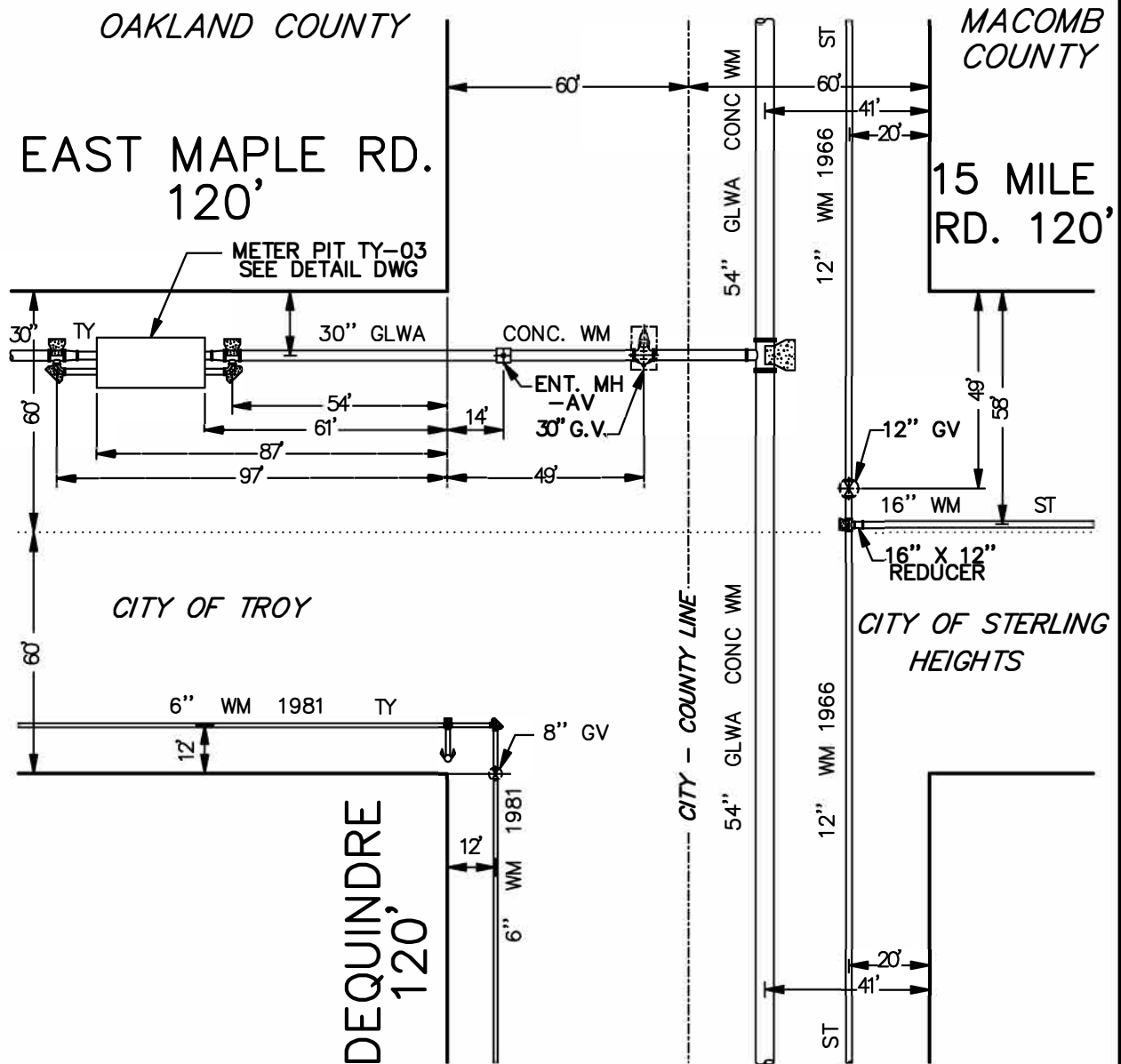


EXHIBIT-A TY-03 EAST MAPLE ROAD AND DEQUINDRE CITY OF TROY



TY - CITY OF TROY
OWNERSHIP & MAINTENANCE
ST - CITY OF STERLING HEIGHTS
OWNERSHIP & MAINTENANCE
GLWA - GREAT LAKES WATER AUTHORITY
OPERATION AND MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

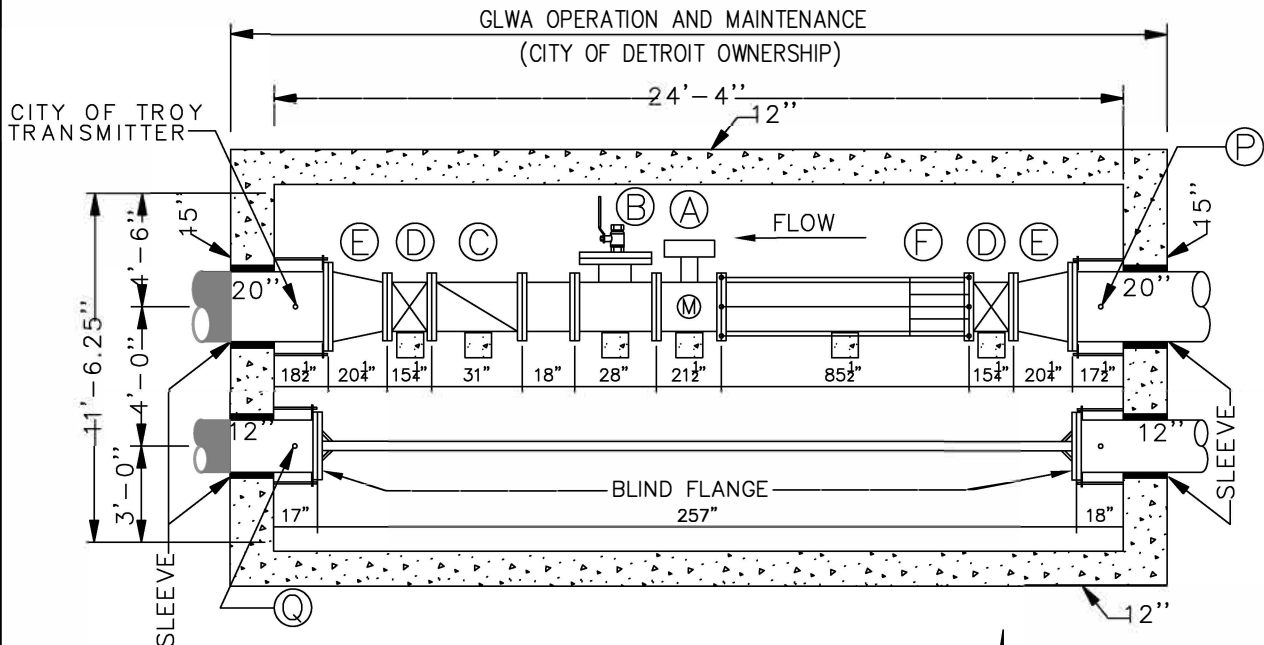
SITE PLAN
NOT TO SCALE



LOCATIONS SUBJECT
TO VERIFICATION IN
THE FIELD.



EXHIBIT-A TY-03 EAST MAPLE ROAD AND DEQUINDRE CITY OF TROY



METER PIT DETAIL
NOT TO SCALE



LEGEND			
TAG	QTY	DESCRIPTION	SIZE
A	1	MAG METER	14"
B	1	TEST TEE	14"x8"
C	1	CHECK VALVE	14"
D	2	GATE VALVE	14"
E	2	REDUCERS	20"x14"
F	1	RFCA	14"

■ CITY OF TROY
OWNERSHIP & MAINTENANCE

Ⓟ -UPSTREAM PRESSURE TRANSMITTER,
GLWA OPERATION AND MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

Ⓠ -DOWNSTREAM PRESSURE TRANSMITTER,
GLWA OPERATION AND MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

ADDRESS _____ 2971 E. MAPLE
FEED TO _____ CITY OF TROY
FEED FROM _____ 54" DWSD TRANS. MAIN
TYPE OF METER _____ SIEMENS MAG5100W
SIZE OF METER _____ 14"
METER NUMBER _____ PBD-LD184558
DATE METER SET _____ 01/29/2020
METER PIT CONST & SIZE _____ 24'-4"x11'-6.25"ID REINF.CONC
SECTION MAP _____ 20-Y
GATE BOOK _____ E-1064
FIELD BOOK _____ 1967-MP-32-35
DRAWN BY _____ A.D. BOLTON 2/14/08
REMARKS _____

TY
03

EXHIBIT-A TY-04 ROCHESTER AND SOUTH BLVD. CITY OF TROY

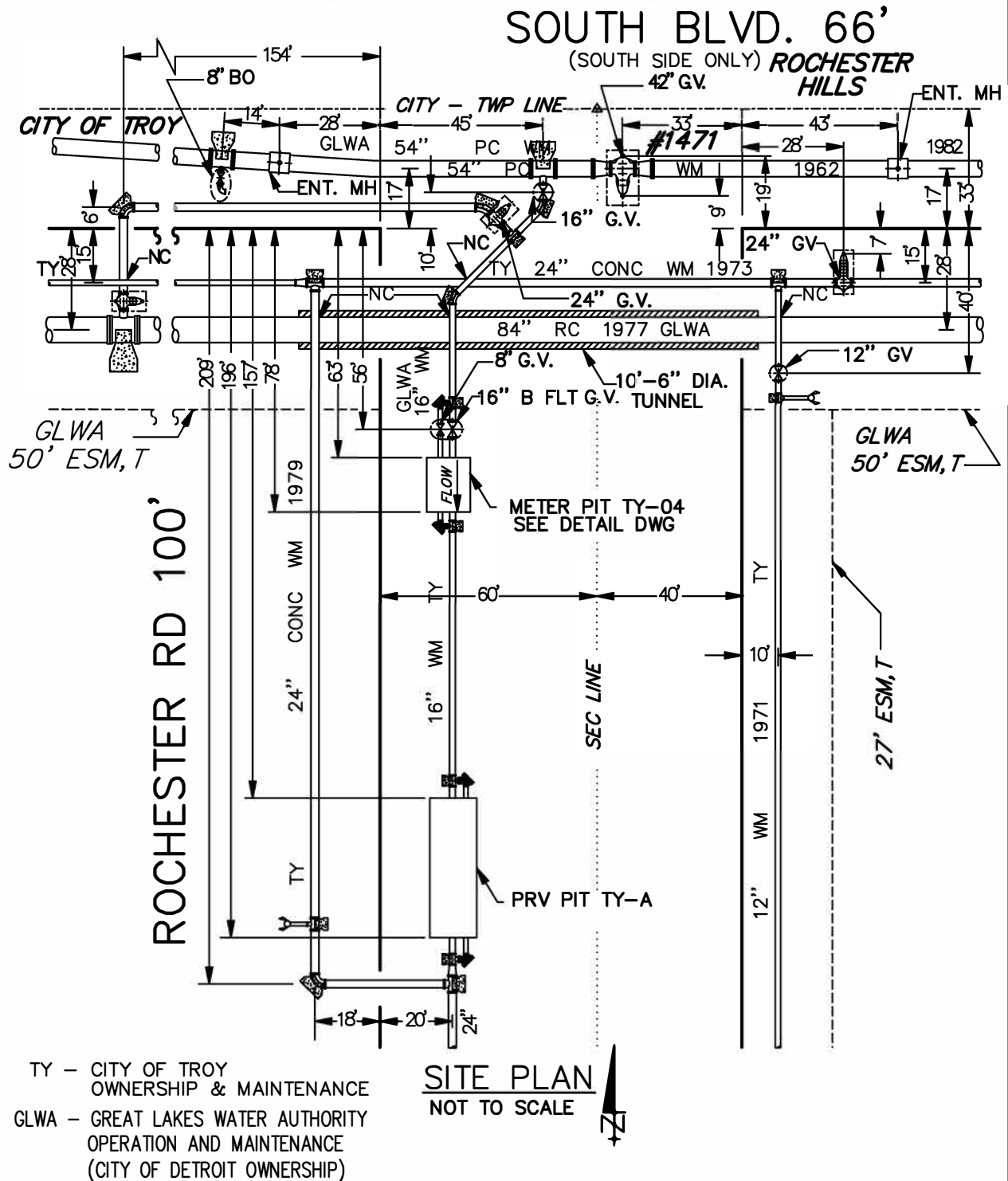
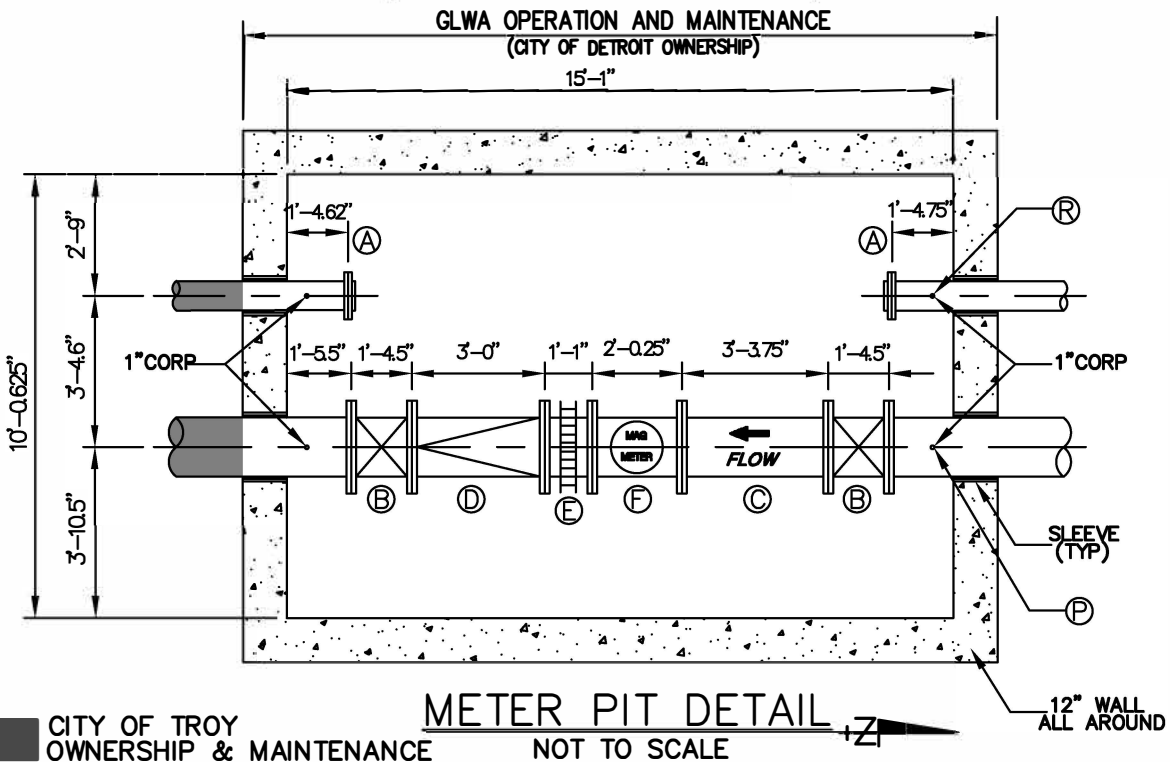


EXHIBIT-A TY-04 ROCHESTER AND SOUTH BLVD. CITY OF TROY



**CITY OF TROY
OWNERSHIP & MAINTENANCE**

TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 TO 2
MAG	0
TURBINE	4 - 6

LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
A	2	BLIND FLANGE	8"
B	2	GATE VALVE (CCW) 785271	16"
C	1	SPOOL	16"
D	1	CHECK VALVE	16"
E	2	MECH ADAPTER	16"
F	1	MAG METER	16"

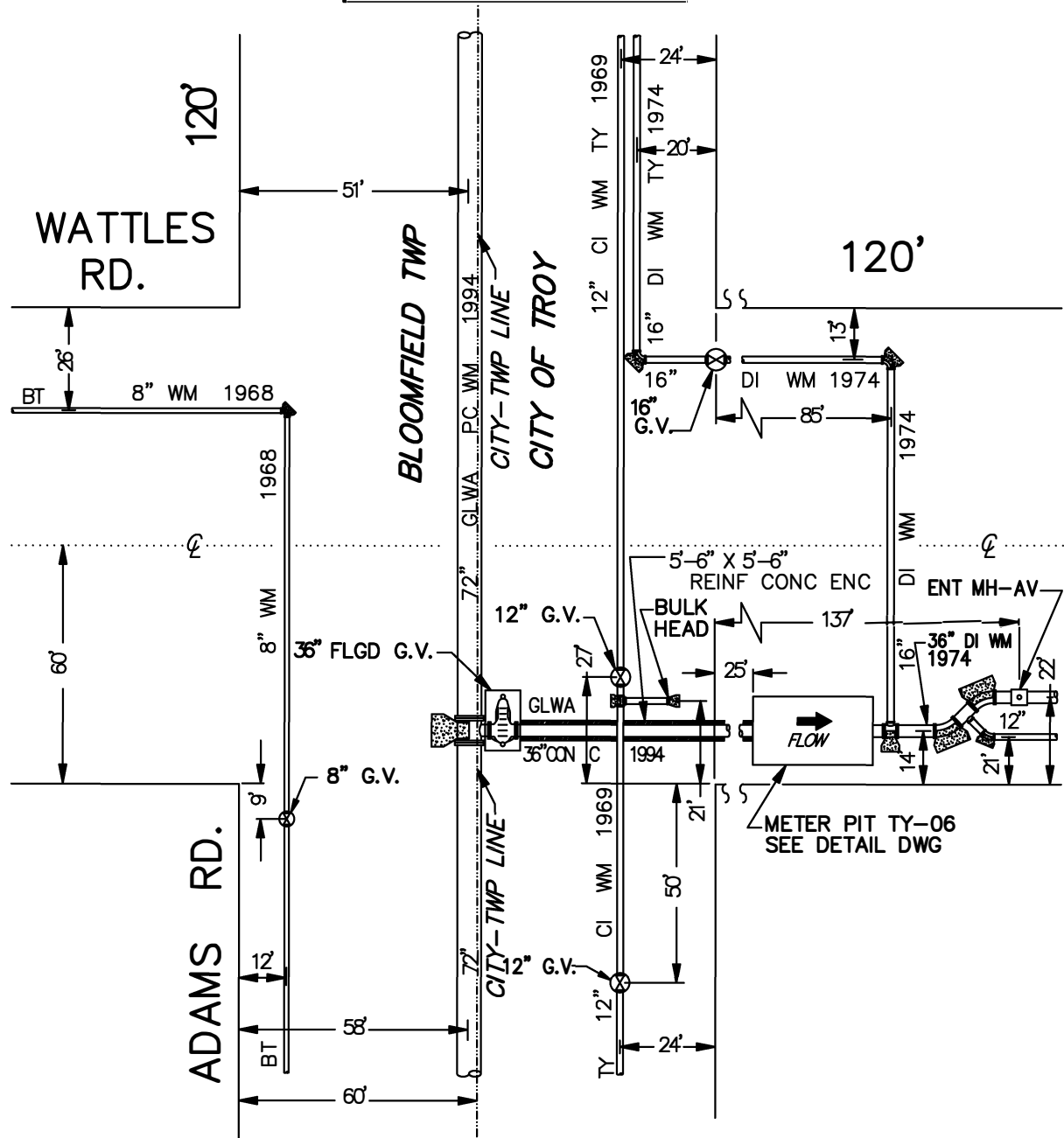
Ⓐ—UPSTREAM PRESSURE TRANSMITTER,
G.L.W.A. OPERATION & MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

Ⓑ—DOWNSTREAM PRESSURE TRANSMITTER,
G.L.W.A. OPERATION & MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

ADDRESS.....6971 ROCHESTER
FEED TO.....CITY OF TROY
FEED FROM.....54" GLWA TRANS MAIN
TYPE OF METER.....SIEMENS MAG 5100W
SIZE OF METER.....16"
METER NUMBER.....388101U253
DATE METER SET.....05/14/2016
METER PIT CONST & SIZE.....13'-0.25" X 10'-0.625" ID REINF CONC
SECTION MAP.....18-4
GATE BOOK.....N-1087
FIELD BOOK.....
DRAWN BY.....GLWA 10/20/17
REMARKS.....



EXHIBIT-A TY-06 ADAMS AND WATTLES CITY OF TROY



TY - CITY OF TROY
OWNERSHIP & MAINTENANCE

BT - BLOOMFIELD TOWNSHIP
OWNERSHIP & MAINTENANCE

GLWA - GREAT LAKES WATER AUTHORITY
OPERATION AND MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

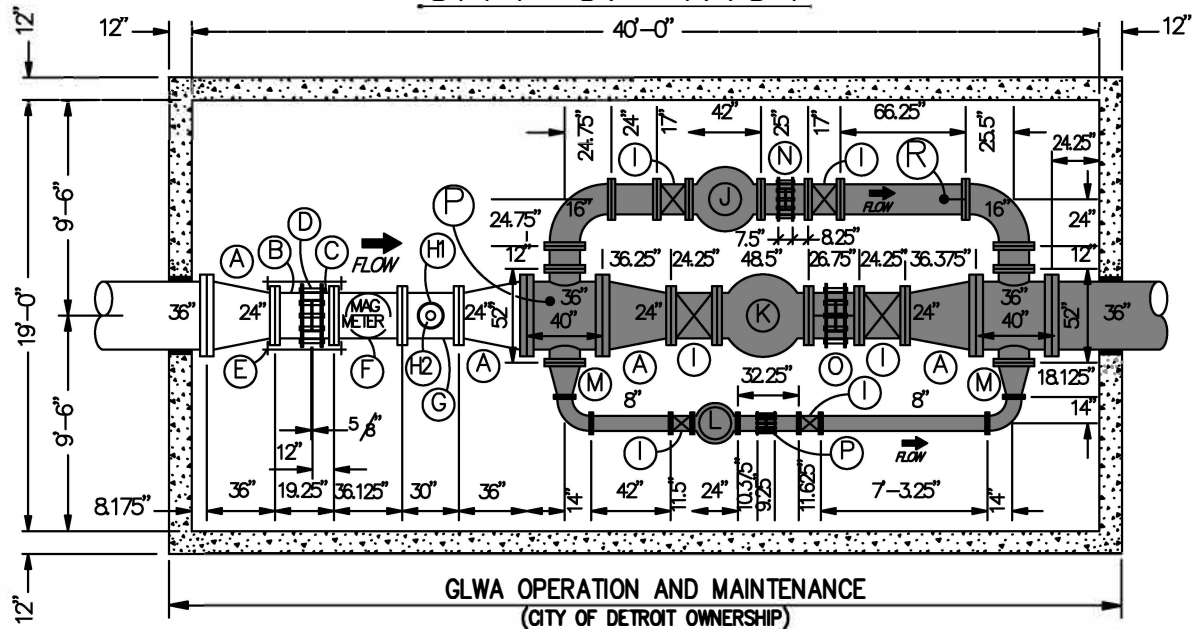
SITE PLAN
NOT TO SCALE



LOCATIONS SUBJECT
TO VERIFICATION IN
THE FIELD.



EXHIBIT-A TY-06 ADAMS AND WATTLES CITY OF TROY



**CITY OF TROY
OWNERSHIP & MAINTENANCE**

TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 TO 2
MAG	0
TURBINE	4 - 6

METER PIT DETAIL NOT TO SCALE

(P)—UPSTREAM PRESSURE TRANSMITTER,
GLWA OPERATION & MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

(R)—DOWNSTREAM PRESSURE TRANSMITTER,
GLWA OPERATION & MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

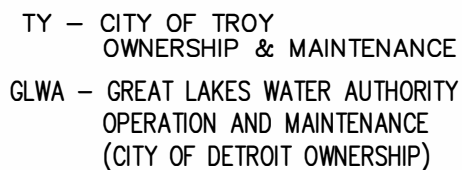
LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
A	4	36" x 24" FLGD. CONCENTRIC REDUCERS, D.I. 18" F-F	36" x 24"
B	1	24" x 1'-7 1/4" F-PE PIPE, GADR. D.I.	24"
C	1	24" x 1'-0" F-PE PIPE, GADR. D.I.	24"
D	1	24" 'DRESSER STYLE' PIPE COUPLING	24"
E	LOT	COUPLING RESTR.: [6] 43" LONG THRD. RODS. [12] EAR PLATES	1"
F	1	24" FLGD. MAGNETIC FLOWMETER, 36.125" F-F	24"
G	1	24" x 6" FLGD. TEST TEE, D.I. 15" C-F	24" x 6"
HI	1	6" x 4" FLGD. CONC. REDUCER, D.I., 9" F-F	6" x 4"

TAG	QTY.	DESCRIPTION	SIZE
H2	1	TEST TEE ASSEMBLY w 3" x 9" O.D. COMPANION FLANGE	-
I	6	GATE VALVE	8", 16", 24"
J	1	16" ROSS P.R.V.	16"
K	1	24" ROSS P.R.V.	24"
L	1	8" ROSS P.R.V.	8"
M	1	8" x 16" REDUCER	8" x 16"
N	1	16" 'DRESSER STYLE' PIPE COUPLING	16"
O	1	24" 'DRESSER STYLE' PIPE COUPLING	24"
P	1	8" 'DRESSER STYLE' PIPE COUPLING	8"

LOCATION _____ ADAMS AND WATTLES
 FEED TO _____ CITY OF TROY
 FEED FROM _____ 72" GLWA TRANSMISSION MAIN
 TYPE OF METER _____ ABB MAG
 SIZE OF METER _____ 24"
 METER NUMBER _____ V /34729/ 17/ 1
 DATE OF METER SET _____ 5 /12/ 2000
 METER PIT SIZE & CONST. _____ 19'-0" x 40'-0" REINF CONCRETE
 TYPE & SIZE OF P.R.V. _____ ROSS PRV - 24", 16" & 8"
 DATE VALVE SET _____
 SECTION MAP NO. _____ 13-1
 GATE BOOK NO. _____ NONE
 REMARKS _____ NONE
 DRAWN BY: _____ GLWA 10/20/17

TY
06

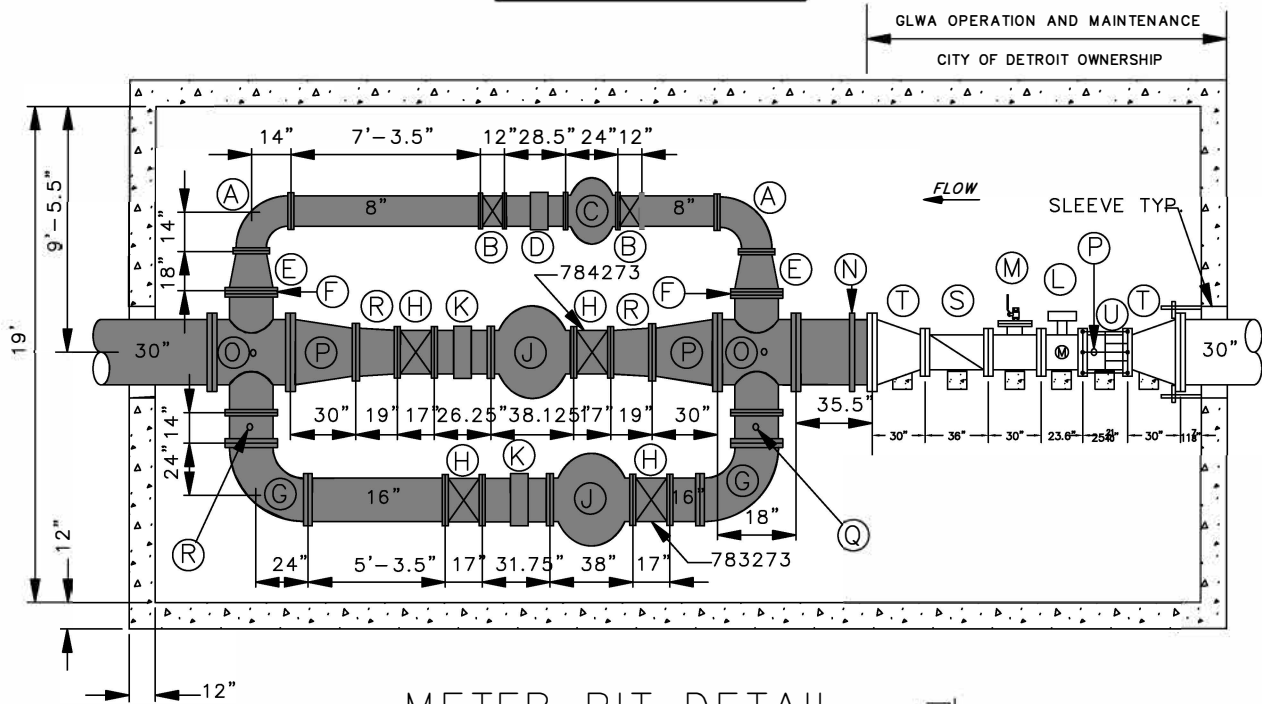
SOUTH BLVD.
(TWENTY MILE RD.)



Z

TY
07

EXHIBIT-A TY-07 CROOKS AND SOUTH BLVD. CITY OF TROY



METER PIT DETAIL
NOT TO SCALE

LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
A	2	8" 90° BEND	8"
B	2	8" G.V.	8"
C	1	8" ROSS P.R.V.	8"
D	1	8" DRESSER COUPLING	8"
E	2	16"x8" REDUCER	16"x8"
F	2	16" FILLER RINGS @ 7" EACH	16"
G	2	16" 90° BEND	16"
H	2	16" G.V.	16"
J	1	16" ROSS P.R.V.	16"
K	1	16" DRESSER COUPLING	16"

LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
L	1	MAG METER	16"
M	1	TEST TEE	16"x8"
N	1	30" DRESSER COUPLING	30"
O	2	30" X 16" TEE	30"x16"
P	2	30" X 18" REDUCER	30"x18"
R	2	18" X 16" REDUCER	18"x16"
S	1	CHECK VALVE	16"
T	1	REDUCER	30"x16"
U	1	RFCA	16"

CITY OF TROY
OWNERSHIP & MAINTENANCE

Ⓟ UPSTREAM PRESSURE TRANSMITTER,
GLWA OPERATION AND MAINTENANCE
CITY OF DETROIT OWNERSHIP

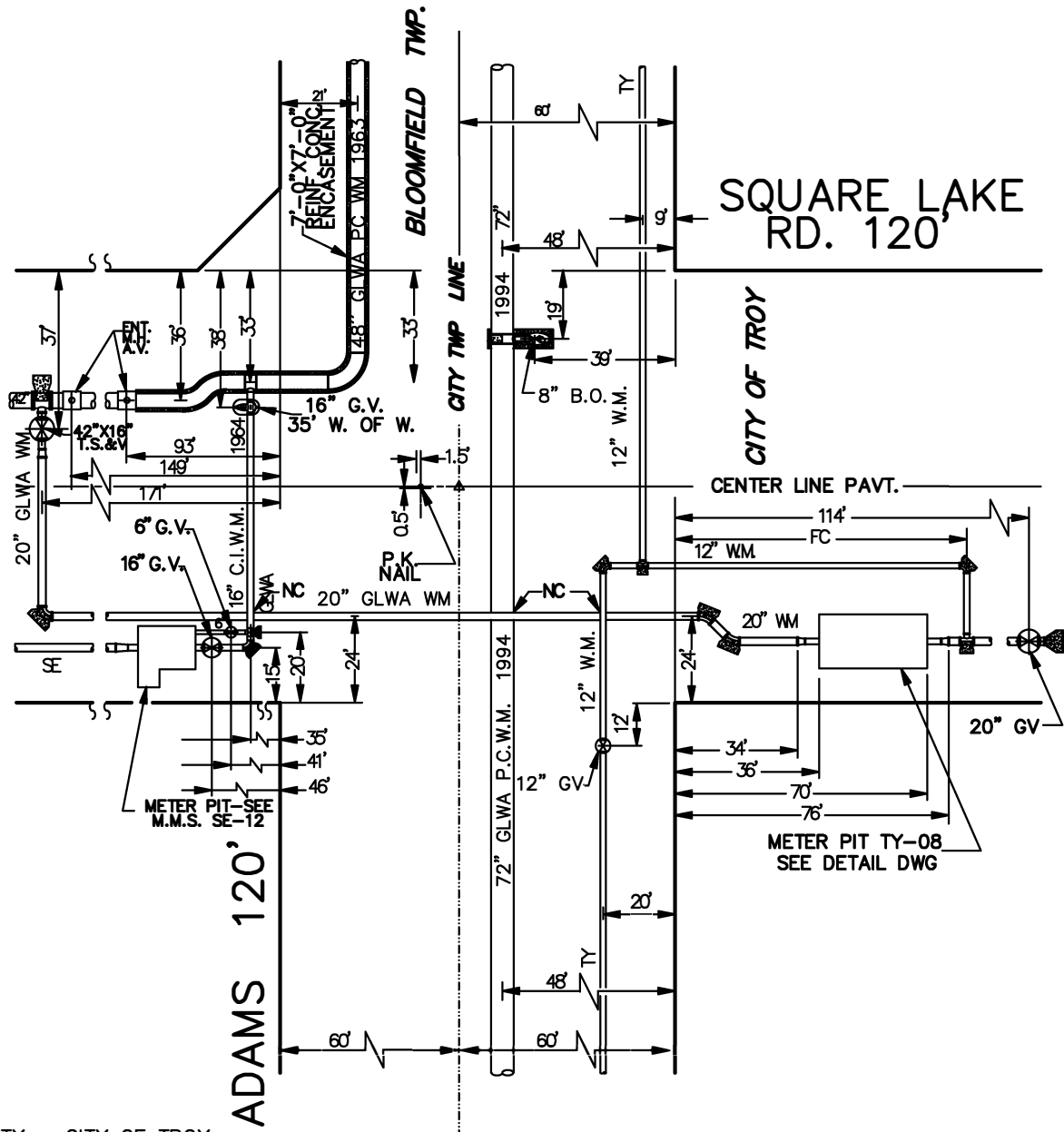
Ⓠ DOWNSTREAM PRESSURE TRANSMITTER,
D.W.S.D. OWNERSHIP & MAINTENANCE

Ⓡ OTHER PRESSURE TRANSMITTER,
D.W.S.D. OWNERSHIP & MAINTENANCE

FEED TO	CITY OF TROY
FEED FROM	84" D.W.S.D. TRANS. MAIN
TYPE OF METER	SIEMENS MAG5100W
SIZE OF METER	16"
TYPE OF P.R.V.	8") ROSS 16") ROSS
SIZE OF P.R.V.	8" 16" X 2
METER NUMBER	PBD-M5194530
DATE METER SET	11/13/2020
METER PIT CONST & SIZE	40'-0" X 19'-0" I.D., REINF. CONC.
SECTION MAP	14-4 & 16-4
REMARKS	
GATE BOOK	N-1095 & N-1145
DRAWN BY	

TY
07

EXHIBIT-A TY-08 SQUARE LAKE RD. AND ADAMS CITY OF TROY



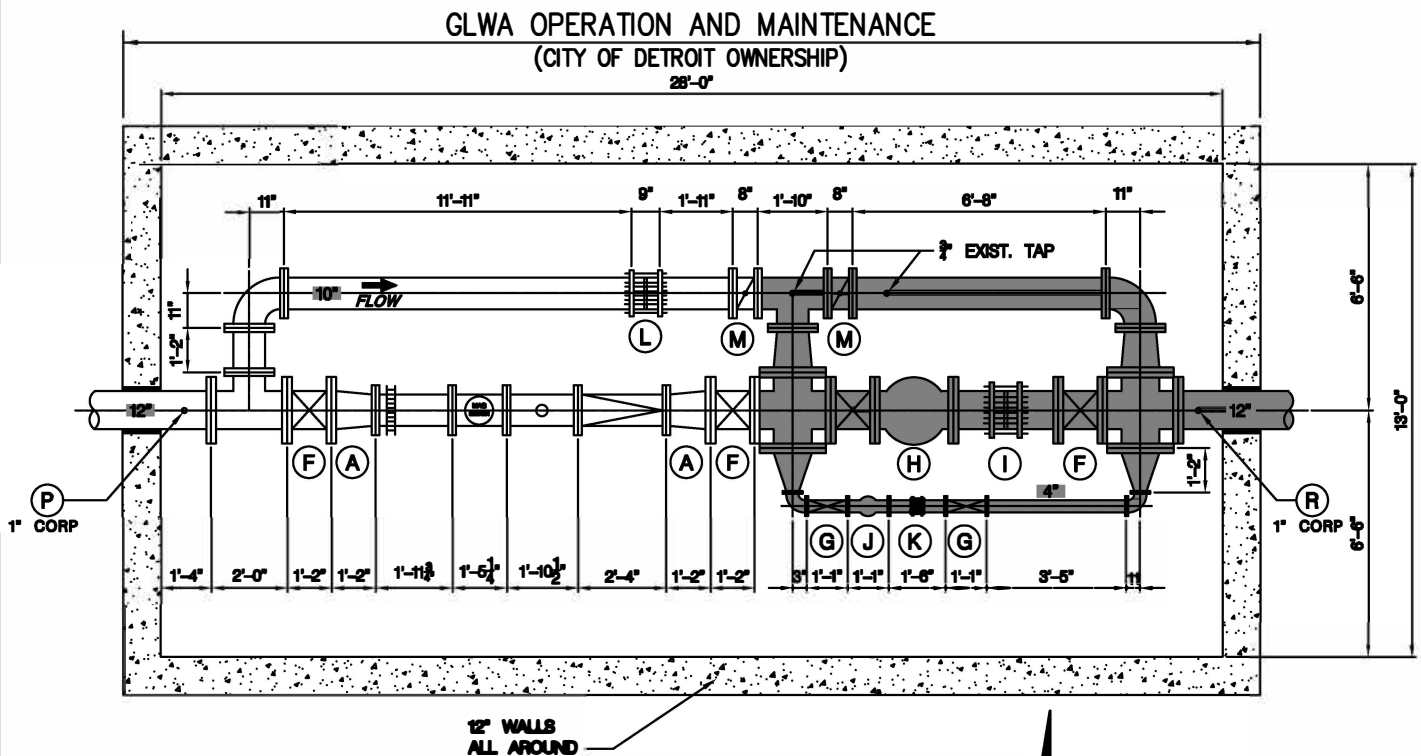
TY - CITY OF TROY
OWNERSHIP & MAINTENANCE
SE - SOCWA
OWNERSHIP & MAINTENANCE
GLWA - GREAT LAKES WATER AUTHORITY
OPERATION AND MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

SITE PLAN
NOT TO SCALE

LOCATIONS SUBJECT
TO VERIFICATION IN
THE FIELD.



EXHIBIT-A TY-08 SQUARE LAKE RD. AND ADAMS CITY OF TROY



**CITY OF TROY
OWNERSHIP AND MAINTENANCE**

METER PIT DETAIL
NOT TO SCALE



TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 - 2
MAG	0
TURBINE	4 - 6

LEGEND			
TAG	QTY	DESCRIPTION	SIZE
A	2	FLGD CONC REDUC DI F-F	12" X 10"
D	1	10"X1'-11.5" F-PE PIPE 63" TOL DI	10"
F	4	GATE VALVE	12"
G	1	GATE VALVE	10"
H	1	CAL-VAL	12"
I	1	DRESSER CPLG.	12"
J	1	GOLDEN ANDERSON PRV	4"
K	1	DRESSER CPLG.	10"
L	1	DRESSER CPLG.	10"
M	1	BFLY. V. BIF TYPE H	10"

- (P) -UPSTREAM PRESSURE TRANSMITTER,
G.L.W.A. OPERATION & MAINTENANCE
(CITY OF DETROIT OWNERSHIP)
- (R) -OTHER PRESSURE TRANSMITTER,
G.L.W.A. OPERATION & MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

ADDRESS _____ 2985 E. SQUARE LAKE ROAD
 FEED TO _____ CITY OF TROY
 FEED FROM _____ 42" GLWA TRANS. MAIN
 TYPE OF METER _____ SIEMENS MAG 5100W
 SIZE OF METER _____ 10" / DN 250
 METER NUMBER _____ 559603U335
 DATE METER SET _____ 1/16/16
 TYPE OF PRV _____ GOLDEN ANDERSON CLA-VAL
 SIZE OF PRV _____ 12" 4"
 METER PIT CONST & SIZE _____ 28'-0" X 13'-0" ID REINF CONC'
 SECTION MAP _____ 13-3
 GATE BOOK _____ N-1127
 DRAWN BY _____ GLWA 10/20/17



EXHIBIT B

Projected Annual Volume and Minimum Annual Volume (Table 1)

Pressure Range and Maximum Flow Rate (Table 2)

Flow Split Assumptions (Table 3)

Addresses for Notice (Table 4)

Table 1 and Table 2 set forth the agreed upon Projected Annual Volumes, Minimum Annual Volumes, Pressure Ranges and Maximum Flow Rates for the term of this Contract provided that figures in bold type face are immediately enforceable pursuant to the terms of Section 5.07 and italicized figures are contained for planning purposes only but will become effective absent the negotiated replacements anticipated in Section 5.07.

The approximate rate of flow by individual meter set forth in Table 3 is the assumption upon which the Pressure Range commitments established in Table 2 have been devised. Should Customer deviate from these assumptions at any meter(s), the Board may be unable to meet the stated Pressure Range commitments in this Contract or in the contract of another customer of the Board and Section 5.08 of this Contract may be invoked.

EXHIBIT B

Table 1
Projected Annual Volume and Minimum Annual Volume

Fiscal Year Ending June 30	Projected Annual Volume (Mcf)	Minimum Annual Volume (Mcf)
2009	630,000	315,000
2010	630,000	315,000
2011	576,000	288,000
2012	576,000	288,000
2013	576,000	288,000
2014	530,000	265,000
2015	543,000	271,500
2016	556,000	278,000
2017	569,000	284,500
2018	580,000	290,000
2019	580,000	290,000
2020	580,000	290,000
2021	580,000	290,000
2022	580,000	290,000
2023	580,000	290,000
2024	525,000	262,500
2025	525,000	262,500
2026	525,000	262,500
2027	525,000	262,500
2028	<i>525,000</i>	<i>262,500</i>
2029	<i>525,000</i>	<i>262,500</i>
2030	<i>525,000</i>	<i>262,500</i>
2031	<i>525,000</i>	<i>262,500</i>
2032	<i>525,000</i>	<i>262,500</i>
2033	<i>525,000</i>	<i>262,500</i>
2034	<i>525,000</i>	<i>262,500</i>
2035	<i>525,000</i>	<i>262,500</i>
2036	<i>525,000</i>	<i>262,500</i>
2037	<i>525,000</i>	<i>262,500</i>
2038	<i>525,000</i>	<i>262,500</i>

EXHIBIT B

Table 2
Pressure Range and Maximum Flow Rate

Calendar Year (Reopener Schedule in bold type)	Pressure Range (psi)		Pressure Range (psi)		Pressure Range (psi)		Pressure Range (psi)		Pressure Range (psi)		Pressure Range (psi)	
	Meter TY-01		Meter TY-03		Meter TY-04		Meter TY-06		Meter TY-07		Meter TY-08	
	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
2008	35	74	51	77	114	149	87	111	72	96	104	134
2009	35	74	51	77	114	149	87	111	72	96	104	134
2010	35	74	51	77	114	149	87	111	72	96	104	134
2011	35	74	51	77	114	149	87	111	72	96	104	134
2012	35	74	51	77	114	149	87	111	72	96	104	134
2013	50	75	51	77	114	149	87	111	72	96	104	134
2014	50	75	51	77	114	149	87	111	72	96	104	134
2015	50	75	51	77	114	149	87	111	72	96	104	134
2016	50	75	51	77	114	149	87	111	72	96	104	134
2017	50	75	51	77	114	149	87	111	72	96	104	134
2018	50	75	51	77	120	149	87	111	72	96	104	134
2019	50	75	51	77	120	149	87	111	72	96	104	134
2020	50	75	51	77	120	149	87	111	72	96	104	134
2021	50	75	51	77	120	149	87	111	72	96	104	134
2022	50	75	51	77	120	149	87	111	72	96	104	134
2023	50	75	51	77	120	149	87	111	72	96	104	134
2024	50	75	51	77	120	149	87	111	72	96	104	134
2025	50	75	51	77	120	149	87	111	72	96	104	134
2026	50	75	51	77	120	149	87	111	72	96	104	134
2027	<i>50</i>	<i>75</i>	<i>51</i>	<i>77</i>	<i>120</i>	<i>149</i>	<i>87</i>	<i>111</i>	<i>72</i>	<i>96</i>	<i>104</i>	<i>134</i>
2028	<i>50</i>	<i>75</i>	<i>51</i>	<i>77</i>	<i>120</i>	<i>149</i>	<i>87</i>	<i>111</i>	<i>72</i>	<i>96</i>	<i>104</i>	<i>134</i>
2029	<i>50</i>	<i>75</i>	<i>51</i>	<i>77</i>	<i>120</i>	<i>149</i>	<i>87</i>	<i>111</i>	<i>72</i>	<i>96</i>	<i>104</i>	<i>134</i>
2030	<i>50</i>	<i>75</i>	<i>51</i>	<i>77</i>	<i>120</i>	<i>149</i>	<i>87</i>	<i>111</i>	<i>72</i>	<i>96</i>	<i>104</i>	<i>134</i>
2031	<i>50</i>	<i>75</i>	<i>51</i>	<i>77</i>	<i>120</i>	<i>149</i>	<i>87</i>	<i>111</i>	<i>72</i>	<i>96</i>	<i>104</i>	<i>134</i>
2032	<i>50</i>	<i>75</i>	<i>51</i>	<i>77</i>	<i>120</i>	<i>149</i>	<i>87</i>	<i>111</i>	<i>72</i>	<i>96</i>	<i>104</i>	<i>134</i>
2033	<i>50</i>	<i>75</i>	<i>51</i>	<i>77</i>	<i>120</i>	<i>149</i>	<i>87</i>	<i>111</i>	<i>72</i>	<i>96</i>	<i>104</i>	<i>134</i>
2034	<i>50</i>	<i>75</i>	<i>51</i>	<i>77</i>	<i>120</i>	<i>149</i>	<i>87</i>	<i>111</i>	<i>72</i>	<i>96</i>	<i>104</i>	<i>134</i>
2035	<i>50</i>	<i>75</i>	<i>51</i>	<i>77</i>	<i>120</i>	<i>149</i>	<i>87</i>	<i>111</i>	<i>72</i>	<i>96</i>	<i>104</i>	<i>134</i>
2036	<i>50</i>	<i>75</i>	<i>51</i>	<i>77</i>	<i>120</i>	<i>149</i>	<i>87</i>	<i>111</i>	<i>72</i>	<i>96</i>	<i>104</i>	<i>134</i>
2037	<i>50</i>	<i>75</i>	<i>51</i>	<i>77</i>	<i>120</i>	<i>149</i>	<i>87</i>	<i>111</i>	<i>72</i>	<i>96</i>	<i>104</i>	<i>134</i>

EXHIBIT B

Table 2 (continued)
Pressure Range and Maximum Flow Rate

Calendar Year (Reopener Schedule in bold type)	Pressure Range (psi)		Maximum Flow Rate (mgd)	
	Meter TY-02		<u>Max Day</u>	<u>Peak Hour</u>
	<u>Min</u>	<u>Max</u>		
2008	NA	NA	35.0	55.0
2009	NA	NA	35.0	55.0
2010	NA	NA	28.0	38.0
2011	NA	NA	28.0	38.0
2012	NA	NA	28.0	38.0
2013	NA	NA	28.0	39.0
2014	NA	NA	28.0	39.0
2015	NA	NA	29.0	39.0
2016	NA	NA	29.0	40.0
2017	NA	NA	29.0	40.0
2018	NA	NA	27.0	40.0
2019	NA	NA	27.0	40.0
2020	NA	NA	27.0	40.0
2021	NA	NA	27.0	40.0
2022	NA	NA	27.0	40.0
2023	55	80	27.3	40.3
2024	55	80	27.3	40.3
2025	55	80	27.3	40.3
2026	55	80	27.3	40.3
2027	NA	NA	27.3	40.3
2028	NA	NA	27.3	40.3
2029	NA	NA	27.3	40.3
2030	NA	NA	27.3	40.3
2031	NA	NA	27.3	40.3
2032	NA	NA	27.3	40.3
2033	NA	NA	27.3	40.3
2034	NA	NA	27.3	40.3
2035	NA	NA	27.3	40.3
2036	NA	NA	27.3	40.3
2037	NA	NA	27.3	40.3

EXHIBIT B

Table 3
Flow Split Assumptions

Meter	Assumed Flow Split (2023-2026)
TY-01	0 – 3 %
TY-02	0 – 15 %
TY-03	0 – 20 %
TY-04	10 – 60 %
TY-06	0 – 15 %
TY-07	0 – 10 %
TY-08	5 – 10 %

Table 4
Addresses for Notice

If to GLWA: General Counsel Great Lakes Water Authority 735 Randolph Street, Suite 1901 Detroit, Michigan 48226	If to Customer: City Clerk City of Troy 500 West Big Beaver Troy, Michigan 48084 cc: Director of Public Works
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500 West Big Beaver
Troy, MI 48084
troymi.gov

J-09

CITY COUNCIL AGENDA ITEM

Date: June 27, 2022

To: Honorable Mayor and City Council Members

From: Mark F. Miller, City Manager
Robert J. Bruner, Assistant City Manager
Lori Grigg Bluhm, City Attorney
Robert C. Maleszyk, CFO
Dee Ann Irby, Controller

Subject: Legal Representation Agreement – VanOverbeke, Michaud & Timmony, P.C.

History

The City of Troy Employees Retirement System (ERS), City of Troy Retiree Health Care Plan (OPEB), and City of Troy Incentive Plan for Volunteer Firefighters (VFIP) are in the process of reviewing their ordinances and daily procedures. In doing so, it has been identified that additional legal services are necessary for drafting ordinance changes and giving legal representation at all Board meetings. The ERS Board has already approved the contract and the other two Boards will vote on this contract at their next meeting in August. The City Attorney will be kept updated of all legal items and billings.

Financial

Per the contract, each Board will be charged for services rendered and billed quarterly in arrears.

Recommendation

City Management recommends, in the best interest of the City, that the bid process be waived and City Council approve the attached contract and resolution to utilize VanOverbeke, Michaud & Timmony, P.C. as further legal assistance for the ERS, OPEB, and VFIP Boards.

**VANOVERBEKE
MICHAUD &
TIMMONY, P.C.**
ATTORNEYS AND COUNSELORS

MICHAEL J. VANOVERBEKE
THOMAS C. MICHAUD
JACK TIMMONY
FRANCIS E. JUDD
AARON L. CASTLE
ROBERT J. ABB

79 ALFRED STREET
DETROIT, MICHIGAN 48201
TEL: 313-578-1200
FAX: 313-578-1201
WWW.VMTLAW.COM

FIRM RESUME

I. INTRODUCTION

VanOverbeke, Michaud & Timmony, P.C. is committed to assisting our clients in fulfilling their fiduciary responsibilities by providing quality legal services and administrative support to public employee pension systems, defined contribution retirement plans, and health and welfare benefit plans.

Our focus on public employee benefits law enables us to provide comprehensive services uniquely tailored to the needs of our public sector clients. The firm is prepared to provide timely advice on legal issues in areas such as public pension, health care, disability, municipal, domestic relations, labor, tax and trust law.

Our office is well acquainted with public employee benefits plans and understands the effects of collective bargaining agreements and applicable federal and state laws on an employee benefits plan. In addition, the firm is experienced in dealing with actuaries, auditors, custodian banks, medical directors, financial consultants, and investment managers, and understands their relationships with the Retirement System and their responsibilities to the Retirement System.

As a firm specializing in public employee benefits law, we take a pro-active approach in representing our clients and are willing and able to assist you and your administrative support staff in all aspects of administration, operation, and management of your retirement plan.

II. CLIENT SERVICES

VanOverbeke, Michaud & Timmony, P.C.'s focus on public employee benefits law allows the firm to provide comprehensive legal and consulting services, including:

A. BENEFIT ADMINISTRATION - RETIREMENT

- ☐ Attendance at Board of Trustee meetings and committee meetings
- ☐ Plan design, drafting and implementation
- ☐ Rendering of legal opinions regarding benefit administration, investment compliance, and fiduciary duties
- ☐ Drafting, clarification and revision of resolutions
- ☐ Presentation of formal legal reports at meetings
- ☐ Reviewing policies, procedures and forms
- ☐ Meeting and administrative support
- ☐ Organize and conduct seminars
- ☐ Preparation and/or assistance in developing employee benefit plan handbooks
- ☐ Review service and disability retirement applications and eligibility
- ☐ Review Domestic Relations Orders, EDROs and QDROs
- ☐ Review, clarify and interpret collective bargaining agreements
- ☐ Review, draft and revise ordinances and amendments
- ☐ Review and respond to Freedom of Information Act requests
- ☐ Conduct administrative review hearings

B. INTERNAL REVENUE SERVICE COMPLIANCE

- ☐ Qualified Plan Determination Letters:
 - Defined Benefit Plans (IRC 401(a))
 - Defined Contribution Plans (IRC 401(a))
 - Hybrid Plans
 - Voluntary Employee Beneficiary Associations (IRC 501(c)(9))
- ☐ Letter Rulings:
 - IRC §414(h): Employer Pick-Up
 - Deferred Compensation Plans (IRC 457)
 - IRC §115 Governmental Trusts
- ☐ Employee Plans Compliance Resolution System
- ☐ Reporting requirements
- ☐ Qualified Plan compliance and/or amendments
- ☐ Lump sum distributions

C. INVESTMENT COMPLIANCE/COORDINATION

- ☐ Investment objectives, policies and guidelines
- ☐ Investment management agreements
- ☐ Investment consultant agreements
- ☐ Investment compliance with state and federal laws and regulations
- ☐ Requests for Proposals

D. SECURITIES CLASS ACTION LITIGATION

- ☐ Securities Litigation Policy and Procedure implementation
- ☐ Portfolio review and monitoring
- ☐ Litigation counsel due diligence
- ☐ Litigation oversight and steering
- ☐ Development of corporate governance initiatives

E. CIVIL LITIGATION

- ☐ Complex civil litigation in federal and state trial courts
- ☐ Multi-plaintiff and multi-defendant commercial litigation
- ☐ Employment and labor litigation
- ☐ Civil appeals in state, federal, and administrative forums
- ☐ Alternative Dispute Resolution, including arbitration and mediation
- ☐ Federal bankruptcy litigation on behalf of creditors (retirement systems)

F. REAL ESTATE TRANSACTIONS

- ☐ Loans
- ☐ Equities: partnerships, acquisitions, dispositions
- ☐ Commercial loans and investments
- ☐ Real estate modifications, workouts, and foreclosures

G. RETIREE HEALTH CARE ADMINISTRATION

- ☐ Plan design, drafting and implementation
- ☐ Administrative policy and procedure development
- ☐ P.A. 149 Accounts, IRC§ 401(h) Accounts, VEBAs, IRC §115 Trusts, Rabbi Trusts
- ☐ IRC §420 Transfers

III. THE ROLE OF LEGAL COUNSEL

VanOverbeke, Michaud & Timmony, P.C.'s primary role as legal counsel is to assist our clients in fulfilling their fiduciary responsibilities and to provide quality legal services which are solely in the interest of the plan and trust. Our duty is to inform our clients of their legal options in accordance with plan provisions, applicable collective bargaining agreements, state laws and federal laws, including applicable tax laws and regulations. Accordingly, we provide our clients with independent and objective advice with a unique perspective specific to public plan clients.

This office actively promotes education of plan trustees and staff. Representatives from this office are frequent speakers at conferences, at both the state and national level, and have authored numerous articles on various benefit issues. We encourage trustees to obtain the knowledge necessary to fulfill their fiduciary duties and we welcome any opportunity to conduct trustee training seminars addressing any issue of plan administration, operation, or management.

With our focus on, and promotion of, public sector plans, we actively participate in state and national public pension forums and have taken a prominent role in the development and amendment of legislation affecting public employee benefit plans. Given our focus on public plans, we are in the best position to offer comprehensive and objective advice to our clients.

We find that this approach is the best means of assessing the needs of our clients and allows this office to provide timely and comprehensive answers to issues that come before public plan trustees and administrators.

IV. FIRM BACKGROUND

VanOverbeke, Michaud & Timmony, P.C. represents over seventy public employee retirement systems, health care plans and employee benefit plans as general counsel (See, Attachment A). The firm is also general counsel to the Michigan Association of Public Employee Retirement Systems (MAPERS). Additionally, this firm represents numerous public employee retirement systems and health care plans on an as-needed, special counsel, or of-counsel basis (See, Attachment B). Our office has assisted many municipalities throughout Michigan to establish and/or administer health care plans as well.

Our attorneys are active members of such organizations as the Michigan Association of Public Employee Retirement Systems, the National Conference on Public Employee Retirement Systems, International Foundation of Employee Benefit Plans, the National Association of Public Pension Attorneys, National Association of Government Defined Contribution Administrators as well as various bar associations.

In addition, this office subscribes to various legal subscription services and publications to expand our knowledge base. All attorneys attend national, state, and local conferences and seminars to supplement continuing education initiatives.

V. FEES

VanOverbeke, Michaud & Timmony, P.C.'s fees charged would be billed at \$190.00 per hour for non-litigation legal services (fees adjusted July 1 of each year based upon Consumer Price Index - but not to exceed 3%). Reimbursable expenses incurred by the firm and charged to the client include only direct out-of-pocket expenses (i.e., court filing fees, court reporter fees, courier fees, etc.). Typically, this office does not request reimbursement for routine telephone, facsimile, mileage, postage, copying, secretarial or word processing work or other miscellaneous minimal costs. Statements for services rendered are submitted on a calendar quarter basis.

VI. CONCLUSION

On behalf of this office, we would like to thank you for the opportunity to submit this information for your consideration. This firm welcomes the opportunity to work with the Board and will provide any additional material the Board requests. Please do not hesitate to contact this office should you have any questions regarding the enclosed materials.

LEGAL REPRESENTATION AGREEMENT

THIS AGREEMENT is entered and made effective as of the _____ day of _____, 2022 between the City of Troy Retirement Systems (collectively "Client") and VanOverbeke, Michaud & Timmony, P.C. ("Attorney").

Article I

Commencement and Scope of Representation

Section 1.1. Commencement of Representation. Attorney will commence representation of Client as of the effective date first indicated above.

Section 1.2. Client's Goal. Client has retained Attorney to represent the legal and fiduciary interests of the Client in its management and administration of the retirement plans.

Section 1.3. Services To Be Performed by Attorney. Attorney agrees to assist the Client and its Trustee(s) in fulfilling its fiduciary responsibilities to members, retirees and beneficiaries by providing legal services and administrative support to Client.

Attorney will not perform any legal services other than those already agreed to by Client without first obtaining Client's authorization. Client acknowledges that Attorney has made no promises about the outcome of Attorney's legal representation of Client.

Section 1.4. Client's Duties. Client agrees to pay Attorney the fees and expenses specified in Article II. Client also agrees to fully cooperate with Attorney and provide information that will help Attorney achieve Client's goal.

Section 1.5. Keeping Client Informed About Developments. Attorney agrees to promptly notify Client of all significant developments affecting the scope of Attorney's representation of Client and to consult with Client about those developments. Attorney agrees to keep Client informed about the status of the matter of representation and courses of action being taken or recommended by Attorney. Attorney agrees to provide Client at Client's request with copies of all written materials pertaining to Client's matter of representation.

Section 1.6. Ownership of Attorney's Work Product. Attorney's work product prepared in the course of its representation of Client will be owned by Client and will be made available to Client upon written request. Attorney shall maintain ownership of any proprietary drafts and/or personal notes prepared by Attorney and not previously shared with Client.

Article II

Fees and Expenses

Section 2.1. Legal Fee. Client agrees to pay Attorney a fee as follows:

\$190.00 per hour for non-litigation legal services. Effective July 1, 2022, and as of July 1 of each year thereafter, this rate will increase based on the Consumer Price Index for all Urban Consumers ("CPI-U") established for the prior year, but not to exceed 3% in any given year.

Section 2.2. Expenses. Client agrees to reimburse Attorney for direct out-of-pocket expenses incurred while performing legal services for Client (e.g., court reporters, filing fees, overnight courier, etc.). Client will not be responsible for reimbursement of routine telephone, postage, copying or other miscellaneous minimal costs.

Section 2.3. Payment of Fees and Expenses. Fees and expenses will be billed quarterly, in arrears. Payment is due upon receipt of invoice.

Article III

Conflict of Interest

Section 3.1. Attorney agrees to not represent anyone with interests that directly conflict with Client's without prior written approval of Client.

Article IV

Termination of Representation

Section 4.1. Termination by Client. Client may terminate Attorney's representation at any time for any reason, but agrees to pay fees earned and expenses incurred by Attorney prior to date of written notice of termination.

Section 4.2. Termination by Attorney. Attorney may stop representing Client if Client fails to fulfill this Agreement or if permitted or required by the Rules of Professional Responsibility or Michigan Court Rules. Attorney must provide Client 60 days' written notice of intention to withdraw from representing Client. Client agrees to pay Attorney for all fees earned and expenses incurred prior to the date of withdrawal.

Article V

Acknowledgments

Section 5.1. Attorney agrees to conform to all applicable Federal, State and Local laws.

Section 5.2. Attorney states that it has no conflicting financial or professional interest and is qualified to perform the service.

Article VI

Modification of Agreement

This Agreement is the entire agreement between Attorney and Client regarding Attorney's legal representation of Client. The terms of this Agreement may only be modified in writing signed by both Client and Attorney.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CLIENT:

By: _____

Its: _____

ATTORNEY:



By: _____

Thomas C. Michaud

Its: Partner

ATTACHMENT A
**PUBLIC EMPLOYEE RETIREMENT SYSTEMS AND HEALTH CARE
PLANS TO WHICH VANOVERBEKE, MICHAUD & TIMMONY, P.C.
HAS BEEN APPOINTED GENERAL COUNSEL**

1. *City of Allen Park Employees Retirement System*
2. *City of Allen Park Retiree Health Care Trust*
3. *City of Ann Arbor Employees Retirement System*
4. *City of Ann Arbor Retiree Health Care Plan (VEBA)*
5. *City of Auburn Hills Employees Retirement System*
6. *City of Auburn Hills Retiree Health Care Trust*
7. *City of Bay City Police and Fire Retirement System*
8. *City of Centerline Police and Fire Pension System*
9. *Clinton Township Fire and Police Pension System*
10. *City of Dearborn Heights Police and Fire Retirement System*
11. *City of Dearborn Heights Police and Fire Retiree Health Care Trust*
12. *City of Dearborn Heights General Employees Retirement System*
13. *City of Dearborn Heights General Retiree Health Care Trust*
14. *City of Detroit General Retiree Health Care Trust (VEBA)*
15. *City of Detroit Police and Fire Retiree Health Care Trust (VEBA)*
16. *The General Retirement System of the City of Detroit*
17. *City of Farmington Hills Employees' Retirement System*
18. *City of Farmington Hills Retiree Health Benefits Plan*
19. *City of Farmington Hills Defined Contribution Plans*
20. *City of Ferndale Employees Retirement System*
21. *City of Ferndale Police and Fire Retirement System*
22. *Flint Township Firemen's Retirement System*
23. *Genesee County Employees Retirement System*
24. *Genesee County Retiree Health Care Plan*
25. *Gogebic County Employees Retirement System*
26. *City of Grand Rapids General Employee Retirement System*
27. *City of Grand Rapids Police and Fire Retirement System*
28. *City of Grosse Pointe Farms General Employees Retirement System*

ATTACHMENT A
(continued)

29. *City of Grosse Pointe Farms Public Safety Retirement System*
30. *Harrison Township Employees Retirement System*
31. *Harrison Township Fire Retirement System*
32. *Jackson County Employees' Retirement System*
33. *Kent District Library Employees Retirement System*
34. *City of Lansing Employees' Retirement System*
35. *City of Lansing Police and Fire Retirement System*
36. *City of Lincoln Park Police and Fire Retirement System*
37. *City of Livonia Employees' Retirement System*
38. *City of Livonia Defined Contribution Plan*
39. *City of Livonia Retiree Health Care Plan*
40. *Macomb County Employees' Retirement System*
41. *Macomb County Intermediate Retirees Medical Benefits Trust*
42. *Macomb County Retiree Health Care Fund*
43. *Macomb County Defined Contribution Plans*
44. *Macomb Township Fire Retirement System*
45. *City of Melvindale Fire and Police Retirement System I*
46. *Monroe County Employees Retirement System*
47. *Monroe County Library Retiree Health Care Plan*
48. *Oakland County Employees' Retirement System*
49. *Oakland County VEBA*
50. *Redford Township Police and Fire Retirement System*
51. *City of Roseville Employees Retirement System*
52. *City of Roseville Police & Fire Retirement System*
53. *City of Royal Oak Retirement System*
54. *City of Royal Oak Retiree Health Care Trust*
55. *Sault Ste. Marie Police and Fire Retirement System*
56. *City of Southfield Fire and Police Retirement System*
57. *City of Southfield Employee Retirement System*

ATTACHMENT A
(continued)

- 58. *City of Southfield Retiree Health Care Plan and Trust*
- 59. *City of Southfield Defined Contribution Plans*
- 60. *City of Southgate Police and Fire Retirement System*
- 61. *St. Clair County Employees Retirement System*
- 62. *City of St. Clair Shores General Employees Retirement System*
- 63. *City of St. Clair Shores Police and Fire Retirement System*
- 64. *City of Sterling Heights General Employees Retirement System*
- 65. *City of Sterling Heights Police and Fire Retirement System*
- 66. *City of Taylor General Employees' Retirement System*
- 67. *City of Taylor Police and Fire Retirement System*
- 68. *City of Trenton Fire and Police Pension System*
- 69. *City of Utica Police and Fire Employees Retirement System*
- 70. *City of Warren Employees Retirement System*
- 71. *City of Warren Police and Fire Retirement System*
- 72. *City of Warren Police and Fire Retiree Health Care Plan*
- 73. *Washtenaw County Employees Retirement System*
- 74. *Waterford Township Police and Fire Retirement System*
- 75. *Wayne County Employees' Retirement System*
- 76. *West Bloomfield Township Employees Retirement System*
- 77. *West Bloomfield Township Retiree Health Care Plan*
- 78. *City of Westland Police and Fire Retirement System*
- 79. *City of Ypsilanti Police and Fire Retirement System*
- 80. *Ypsilanti Township Police and Firefighter's Retirement System*

ATTACHMENT B
PLANS TO WHICH VANOVERBEKE, MICHAUD & TIMMONY, P.C.
PROVIDES/HAS PROVIDED SERVICES AS SPECIAL COUNSEL

1. *City of Albion Police and Fire Retirement System*
2. *City of Alpena Retiree Health Care Plan*
3. *City of Battle Creek Police and Fire Retirement System*
4. *Berrien County Employees Retirement System*
5. *City of Dearborn Employees' Retirement System*
6. *City of Dearborn Police and Fire Retirement System*
7. *City of Dearborn Police and Fire Revised Retirement System*
8. *City of Detroit Employees Benefit Plan*
9. *The Police and Fire Retirement System of the City of Detroit*
10. *City of Eastpointe Employees Retirement System*
11. *City of Escanaba Public Safety Retirement System*
12. *City of Farmington Retiree Health Care Plan*
13. *City of Gibraltar Police and Fire Retirement System*
14. *Gogebic County Community Mental Health Authority*
15. *Gogebic County Road Commission*
16. *City of Grand Blanc Employees Retirement System*
17. *City of Grosse Pointe Employees Retirement System*
18. *Highland Township Post-Employment Medical Reimbursement Plan*
19. *City of Iron Mountain Police and Fire Retirement System*
20. *City of Ishpeming Policemen and Firemen Retirement System*
21. *City of Jackson Employees Retirement System*
22. *City of Jackson Police and Fire Retirement System*
23. *City of Joplin, MO Police and Fire Retirement System*
23. *City of Madison Heights Retiree Health Care Plan*
24. *City of Marquette Fire and Police Retirement System*
25. *Michigan State Police Department Retirement System*
26. *State of Michigan Legislative Retirement System*
27. *City of Midland Policemen and Firemen Retirement System*
28. *City of Negaunee Act 345 Police Retirement System*
29. *Niles Township Police and Fire Retirement System*
30. *Oakland County Community Mental Health*
31. *Oakland County Road Commission Retirement System*
32. *Oakland County Road Commission Retiree Health Care Plan*
33. *Ontonagon County Road Commission*
34. *City of Riverview Employees Retirement System*
35. *City of Rochester Hills Employees Retirement System*
36. *City of Saginaw Police and Fire Retirement System*
37. *Shiawassee County Community Mental Health*
38. *City of Southgate Municipal Employees' Retirement System*
39. *St. Clair County Community Mental Health*
40. *Sumpter Township Retirement System*
41. *Traverse City Policemen and Firemen Retirement System*
42. *City of Woodhaven General Employees Retirement System*
43. *City of Woodhaven Retiree Health Care Trust*



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-10

CITY COUNCIL AGENDA ITEM

Date: June 27, 2022

To: Honorable Mayor and City Council Members

From: Mark F. Miller, City Manager
Lori Grigg Bluhm, City Attorney
Robert J. Bruner, Assistant City Manager
Robert C. Maleszyk, CFO

Subject: Robinson Capital Management, LLC – Investment Advisory Agreement

History

Robinson Capital Management, LLC is currently approved by City Council to be one of the financial institutions we utilize to invest our excess funds (Resolution #2022-01-018-J-5). They are a well-known firm that has a very good track record in maximizing investment return and complying with Act 20 PA 1943, as amended.

Financial

Per the contract, the City of Troy will be charged an advisory fee of 10 basis points or 0.10% annually. The fee will be charged monthly in arrears based on the net asset value of the last day of the billing period.

Recommendation

It is recommended that City Council approve the attached contract and resolution to utilize Robinson Capital Management, LLC as the investment advisor for the excess funds in compliance with Act 20 PA 1943, as amended.

ROBINSON CAPITAL MANAGEMENT, LLC

INVESTMENT ADVISORY AGREEMENT

CITY OF TROY
(Name of Client)

CITY OF TROY
Name of Account (“**Account**”)

The undersigned (“**Client**”) hereby agrees to employ Robinson Capital Management, LLC (“**Robinson**”), and Robinson agrees to serve as an adviser for the Account named above as of _____, 2021 upon the following terms and conditions of this Investment Advisory Agreement (this “**Agreement**”):

1. Description of Services. Robinson will assume responsibility for the investment management of the Account as of the date set forth above. In addition to its discretionary management of the Account, Robinson may periodically provide credit research to the Client.

Robinson will supervise and direct the investments of and for the Account subject to and in accordance with the established investment objectives, special instructions or limits that Client requests that Robinson follow in managing the Account, as set forth in the investment guidelines contained in Exhibit B, which is hereby incorporated herein (“**Guidelines**”). For the avoidance of doubt, Robinson shall not be responsible for the management of assets, including uninvested cash, maintained in the Account which have not been specifically designated for investment by Robinson.

Client hereby appoints Robinson as Client’s attorney-in-fact and grants Robinson a limited power-of-attorney to act on behalf of the Account, subject to the Guidelines, to buy, sell, exchange, convert and otherwise trade in authorized securities as Robinson may select, including money market instruments, certificates of deposit (collateralized and uncollateralized) and other securities as authorized under the laws applicable to the Client. Robinson may also enter into a Deposit Account Agency Agreement on behalf of the Client with the American Deposit Management Company (“**Deposit in Place Program**”). Accordingly, Robinson may issue instructions or orders to purchase, sell, redeem other otherwise effect transactions involving the Deposit in Place Program. Robinson may establish and deal through one or more custodians, securities broker-dealers or banks. This discretionary authority shall remain in full force and effect until Robinson receives written notice from Client of its termination of this Agreement.

2. Custody of Assets; Cash Management; Reconciliations. Robinson shall not act as custodian for assets of the Account, or take or have possession of any assets of the Account. Client will or have established an account with a qualified custodian, as defined in the Investment Advisers Act of 1940, as amended (“**Advisers Act**”). Client authorizes and directs Robinson to instruct custodian on the Client’s behalf to (a) send Client at least quarterly a statement showing all transactions occurring in the Account during the period covered by the account statement, and the funds, securities and other property in the Account at the end of the period; and (b) provide Robinson copies of all periodic statements and other reports for the

Account that custodian sends to Client in order that Robinson from time to time may reconcile its records to those of the custodian. Such reconciliations are solely for Robinson's own internal purposes in the administration of the Account, and Robinson undertakes no responsibility or liability for any act or omission of the custodian whether or not disclosed in the statements of the custodian received by Robinson. The Client acknowledges and agrees that the Client has the responsibility to ensure the Client receives statements directly from the custodian and to verify statements from the custodian with statements received from Robinson.

To the extent the Client will participate in the Deposit in Place Program, American Deposit Management Company ("ADM") will select Federal Deposit Insurance Corporation ("FDIC") and/or National Credit Union Administration ("NCUA") insured depository institutions to hold the assets of the Account invested in the Deposit in Place Program. Further, ADM will ensure that the funds are appropriately insured by the FDIC and/or the NCUA, as applicable. Client shall inform Robinson of any restrictions on the types of short-term investment vehicles employed for cash holdings. Client will be solely responsible for paying all fees or charges of the custodian, including those fees applicable under the Deposit in Place Program.

3. Documents and Authorities. Client represents and warrants that the appointment of Robinson on the basis set forth in this Agreement is authorized by and has been accomplished in accordance with procedures specified in the by-laws or other document(s) of Client regarding governance of the Account, and, if so requested, shall furnish Robinson with true copies of all resolutions, consents and notices as may be required to be taken or made pursuant to such procedures. Client agrees to indemnify and hold harmless Robinson from all liability and costs (including costs of defense) that may be asserted or incurred by reason of Client's failure to supply Robinson with true copies of documents mentioned above, any defect in Client's authority to appoint Robinson on the basis set forth in this Agreement, or any defect in the conduct of Client in making such appointment, notwithstanding the fact that Robinson may have notice of any such defect.

In the event there are conflicts or ambiguity between this Agreement and the Guidelines, this Agreement will control. In the event there is conflict or ambiguity between the Guidelines and any statement or response made in a request for proposal or the constituent documents of Client, which includes but is not limited to organizational documents, trust agreement or similar documents that sets forth the policies under which Client is to operate, the Guidelines will control.

Robinson represents and warrants that it is registered as an investment adviser with the U.S. Securities and Exchange Commission pursuant to the Advisers Act, and that such registration is currently effective. Each of the parties to this Agreement hereby represents that (a) it is duly authorized and empowered to execute, deliver and perform this Agreement, (b) that such action does not conflict with or violate any provision of law, rule or regulation, contract or other instrument to which it is a party or to which any of its property is subject and (c) that this Agreement is a valid and binding obligation of such party enforceable against such party in accordance with its terms except as such enforcement may be limited by bankruptcy or similar laws affecting creditors rights. Further, Client represents that it has made its own determination

that the investment strategies and programs to be utilized by Robinson in managing the Account are suitable for the Client.

4. ERISA. The Client represents that the Account is not subject to the Employee Retirement Income Security Act of 1974.

5. Proxies. Notwithstanding Robinson's discretionary authority to make investment decisions on behalf of the Client, Robinson will not exercise proxy voting authority over Client securities. The Client shall be instructed to inform the custodian that Robinson should not be designated as the party to receive information on voting Client proxies. The obligation to vote Client proxies shall at all times rest with the Client. Should Robinson inadvertently receive proxy information for a security held in Account, Robinson will promptly forward such information on to the Client, but will not take any further action with respect to the voting of such proxy. Upon termination of this Agreement, Robinson shall make a good faith and reasonable attempt to forward proxy information inadvertently received by Robinson on behalf of the Client to the forwarding address provided by the Client to Robinson.

6. Brokerage. Unless otherwise authorized or directed, Adviser reserves the right to choose any broker-dealer through which to execute Client's securities transactions consistent with Robinson's fiduciary duty to obtain best execution. In selecting a broker-dealer, Robinson may consider, among other things, the broker or dealer's execution capabilities, reputation and access to the markets for the securities being traded. To the extent the Client directs trading in the account to a particular broker or custodian, Client hereby agrees to indemnify and hold harmless Robinson from all liability and cost (including costs of defense) that may be asserted or incurred by reason of Robinson's good faith compliance with any such direction. Client recognizes that any such direction may result in the Account paying higher brokerage commissions or receiving less favorable prices than might otherwise be possible. Brokerage commissions and other custodial fees will be charged separately to the Client.

7. Legal Proceedings and Voting Rights of Portfolio Securities. Although Robinson is authorized to provide investment supervisory services, Robinson will not file proof of claims in class action settlements. Client assumes the sole responsibility of evaluating the merits and risks associated with any class action settlement; therefore Client is responsible for filing proofs of claims. Client's response to a settlement notice will impact Client's legal rights. In no way shall Client be precluded from contacting Robinson for information about a particular class action settlement. Should Robinson inadvertently receive proof of claims for securities class action settlements on behalf of Client, Robinson will immediately forward such information on to Client, and will not take any further action with respect to the claim.

8. Compensation of Robinson. The compensation of Robinson shall be paid in accordance with Robinson's schedule of fees in effect from time to time. The current schedule of fees is attached hereto as Exhibit A and is hereby incorporated herein. Advisor calculates its fees based on account balances as reflected in the electronic data provided by the Custodian to Advisor. In any partial billing period, the advisory fee will be pro-rated based upon the number of days that the Account was open during that period. In some cases, the electronic statement balances provided by the Custodian can differ from the paper statements sent by the Custodian due to differing treatment of trade settlement and pending trades. Client understands that

Account assets invested in shares of mutual funds or other investment companies (“funds”) will be included in calculating the value of the Account for purposes of computing Advisor’s fees and the same assets will also be subject to additional advisory and other fees and expenses, as set forth in the prospectuses of those funds, paid by the funds, but ultimately borne by the investor. The Advisor shall not be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of Client.

9. Risk Acknowledgement. Robinson shall be responsible for managing the Account only in accordance with the Guidelines and applicable law. Robinson does not guarantee the future performance of the Account or any specific level of performance, the success of any investment decision or strategy that Robinson may use, or the success of Robinson’s overall management of the Account. Client understands that investment decisions made for the Account by Robinson are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable. Robinson will manage only the securities, cash and other investments held in the Account and in making investment decisions for the Account; Robinson will not consider any other securities, cash or other investments owned by Client. Except as may otherwise be provided by law, Robinson will not be liable to Client for (a) any loss that Client may suffer by reason of any investment decision made or other action taken or omitted in good faith by Robinson with that degree of care, skill, prudence, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; (b) any loss arising from Robinson’s adherence to Client’s instructions or the Guidelines; or (c) any act or failure to act by the Custodian, any broker or dealer to which Robinson directs transactions for the Account, or by any other third party. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement will waive or limit any rights that Client may have under those laws.

10. Confidential Relationship. Except as otherwise provided by applicable law, all information and recommendations furnished by either party to the other shall at all times be treated in strictest confidence and shall not be disclosed to third persons except as may be required by law, or except upon the prior written approval of the other party to this Agreement. Notwithstanding the foregoing, Robinson may disclose Client as a representative client in its marketing materials. In addition, by signing this agreement, Client authorizes Robinson to give a copy of this Agreement to any broker, dealer or other party to a transaction for the Account, or the custodian as evidence of Robinson’s limited power of attorney and authority to act on Client’s behalf. Client also grants Robinson authority to discuss, disclose, and provide confidential Client information to outside attorneys, auditors, consultants and any other professional advisors retained by Robinson to the extent the Robinson deems necessary to carry out the responsibilities set forth in this Agreement. Robinson shall not be liable for the disclosure of any confidential Client information to the extent such information is provided in accordance with Robinson’s services provided under this Agreement.

11. Non-Exclusive Contract; Independent Contractor Status. It is understood that Robinson renders investment advisory services for clients and customers other than the Account. Nothing in this Agreement shall be deemed to impose upon Robinson any obligation to purchase or sell or to recommend for purchase or sale by or for the Account any security or other property which the officers or employees of Robinson may purchase or sell for their own accounts or

which Robinson may purchase or sell for the account of any other client or customer. Client recognizes that transactions in a specific security may not be accomplished for all client accounts at the same time or at the same price. Neither Robinson's acceptance of the Guidelines, nor any other provision of this Agreement shall be considered a guaranty that any specific result will be achieved. Except as necessary to perform this Agreement, Robinson shall be deemed to be an independent contractor and shall have no authority, unless otherwise provided or authorized, to act for or represent Client in any way or otherwise be deemed to be an agent of the Client.

12. Binding Agreement; Assignment. This Agreement will bind and be for the benefit of the parties to the Agreement and their successors and permitted assigns. This Agreement may only be assigned (within the meaning of the Advisers Act) in a manner consistent with the Advisers Act.

13. Termination. This Agreement may be terminated upon thirty (30) days prior written notice by either party.

14. Acknowledgement of Disclosure; Electronic Delivery. Client acknowledges that is has received and reviewed Robinson's Form ADV, Parts 2A and 2B prior to, or at the time of, execution of this Agreement. Client hereby consents to receive Robinson's Form ADV, Part 2 and any supplements thereto, Robinson's privacy notice and any other communications from Robinson electronically via Client's current e-mail address provided to Robinson. Client will notify Robinson of any changes to its email address of record. The undersigned Client may revoke this consent and/or request paper copies at any time by writing Robinson at the address below.

15. Notices. If any written notice is required to be given by one party to this Agreement to the other, such notice shall be personally delivered; or mailed by registered or certified mail, postage prepaid to:

if to Robinson at:

Attn: Chief Operating Officer
63 Kercheval Avenue, Suite 111
Grosse Pointe Farms, MI 48236

if to Client or Client's Representative at:

City of Troy
Attn: CFO
500 W. Big Beaver Road
Troy, MI 48084

Any written notice so served shall be deemed validly served upon receipt of such notice by the party to whom it is addressed.

16. Authorized Representatives of Client. Each individual identified, whether by name or by title, as provided on Exhibit C as Client's representatives, are each individually

authorized to communicate with Robinson in all areas and in all manners set forth in this Agreement and as further specified in Exhibit C (“**List of Authorized Client Representatives**” and each person so identified; a “**Client Representative**”). Robinson is authorized to act on any information given to it by a Client Representative. Robinson has no obligation to make inquiries regarding the authority of individuals provided on the List of Authorized Client Representatives and shall not incur any liability whatsoever in relying upon any information or communication provided electronically or document signed by a Client Representative. It remains the sole responsibility of Client to provide Robinson with revisions to the List of Authorized Client Representatives as appropriate and necessary.

17. Entire Agreement; Counterparts; Governing Law. This Agreement and the undertakings set forth herein constitute the entire agreement between the parties hereto with respect to the investment and management of the Account and can be amended only by a written document signed by the parties. Headings used in this Agreement are for convenience only and shall not affect the construction or interpretation of any of its provisions. Each of the provisions of this Agreement is severable, and the invalidity or inapplicability of one or more provisions, in whole or in part, shall not affect any other provision. This Agreement may be executed in counterparts, each of which shall be deemed an original. The parties consent to the exclusive jurisdiction and venue of courts located in the State of Michigan for resolution of disputes hereunder and this Agreement shall be construed and interpreted under the laws of the State of Michigan.

[Signature Page Follows]

CLIENT SIGNATURE

Please check the boxes below as applicable.

☐ Account holder is a **government entity**. The term “government entity” means any U.S. state (including any U.S. state, the District of Columbia, Puerto Rico, the U.S. Virgin Islands or any or possession of the United or political subdivision of a state, including (i) any agency, authority, or instrumentality of the state or political subdivision; (ii) a plan or pool of assets controlled by the state or political subdivision or any agency, authority, or instrumentality thereof; and (iii) any officer, agent, or employee of the state or political subdivision or any agency, authority, or instrumentality thereof, acting in their official capacity.

(Signatures of Authorized Representatives)

CITY OF TROY

ROBERT MALESZYK, CFO

Date

ACCEPTED BY:

**ROBINSON CAPITAL MANAGEMENT,
LLC**

JAMES ROBINSON, CEO

Date

EXHIBIT A
COMPENSATION

<u>ANNUAL FEE</u>
<p>ENHANCED CASH</p> <p>Client will pay an advisory fee of 10 basis points or 0.10% annually. The fee will be charged monthly in arrears based on the net asset value of a client's account as of the last day of the billing period. For months during which Client makes material capital contributions to or withdrawals from the Account, Robinson may assess its fee based on the average of the previous month-end market value and the current month-end market value of all assets in the Account, excluding cash and any private funds, mutual funds or other pooled investment vehicles affiliated with Robinson.</p> <p>DEPOSIT IN PLACE PROGRAM ALLOCATION</p> <p>For any assets of the Account allocated to the Deposit In Place Program, Robinson will be paid a fee of 10 basis points or 0.10% annually on all balances maintained through the Deposit in Place Program (as detailed in the Deposit Account Agency Agreement).</p> <p>ADM will pay the amount directly to Robinson on a monthly basis.</p>

EXHIBIT B
GUIDELINES

Guidelines. The guidelines to be followed by Robinson in managing your Account are set forth below. (Please describe investment restrictions and guidelines below or attach a separate statement.)

Account Name #: City of Troy

Account#: _____

CLIENT OBJECTIVES:

See attached

EXHIBIT C

LIST OF AUTHORIZED CLIENT REPRESENTATIVES

Client's representatives authorized to communicate with Robinson in all areas and in all manners set forth in this Agreement, are as follows:

NAME & TITLE (if applicable)	E-MAIL ADDRESS	SPECIMEN SIGNATURE	UNLESS LISTED HERE, THERE IS NO LIMITATION ON AUTHORITY AND EACH INDIVIDUAL IS AUTHORIZED ON AN INDIVIDUAL BASIS (list any limitations on authority here)
Robert Maleszyk, CFO	Robert.maleszyk@troy.mi.gov		

Additional Authorization Requirements:

Client represents that:

- a) The individuals' e-mail addresses provided are correct.
- b) The individuals are authorized to provide information on an individual basis and without limitation unless otherwise noted above.
- c) Information may be provided to Robinson in electronic format, without a signature and Robinson is not required to verify that the message originated from the individual.

Client acknowledges and understands that Client is solely responsible for providing updates to Robinson on all matters regarding this authorization form.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: June 20, 2022

To: Mark F. Miller, City Manager

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

Subject: Request for Acceptance of Two Permanent Easements from Kutumba Rao Hanumolu and Indira Ramani Hanumolu, Sidwell #88-20-27-478-013

History

As part of the parcel redevelopment, the City of Troy received two permanent easements for storm sewers and surface drainage, and sidewalks from Kutumba Rao Hanumolu and Indira Ramani Hanumolu owners of the property having Sidwell #88-20-27-478-013.

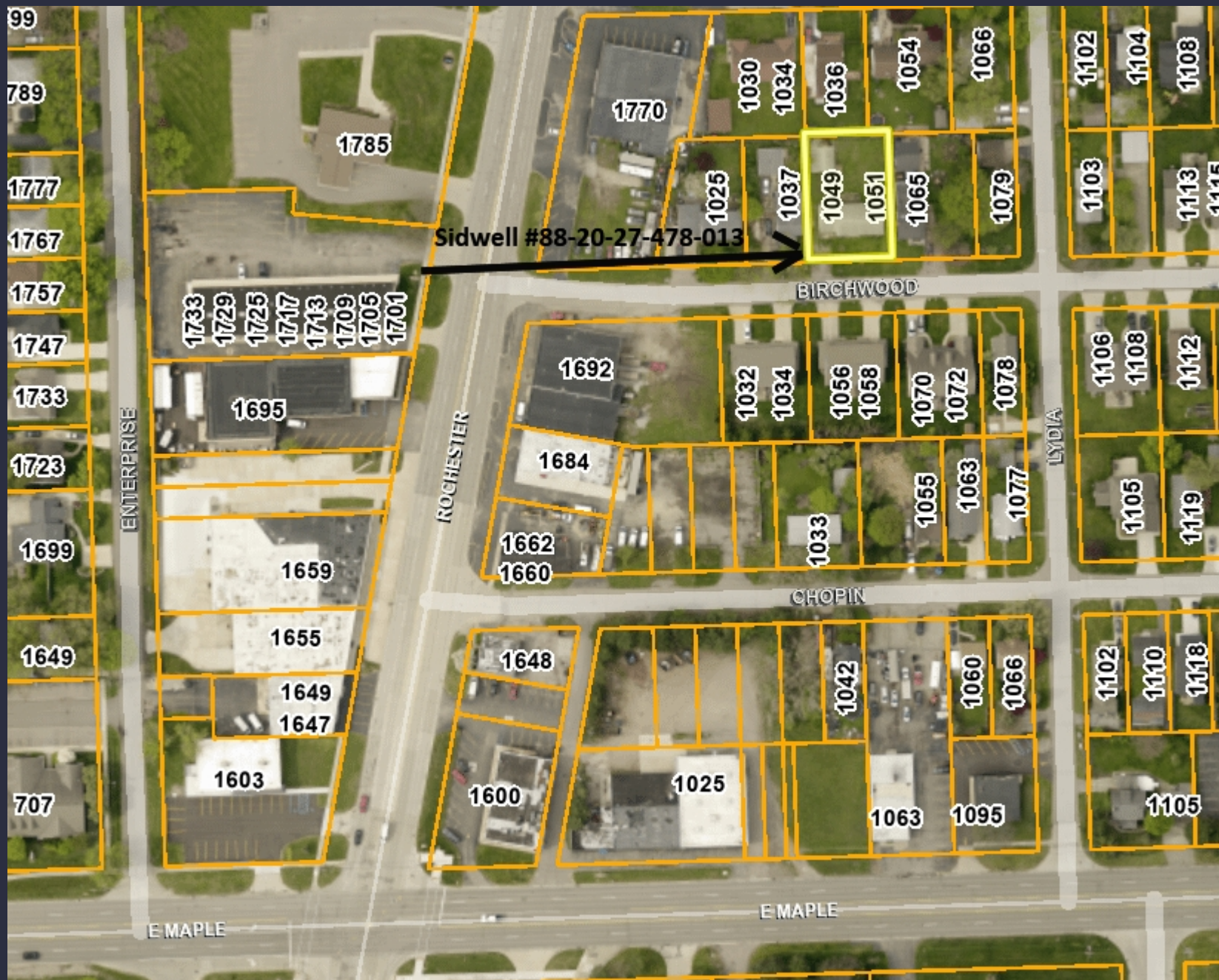
The property is located in the southeast $\frac{1}{4}$ of Section 27, on Birchwood Street, east of Rochester Road and north of Maple.

Financial

The consideration amount on each document is \$1.00.

Recommendation

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



Notes:

#88-20-27-478-013
Hanumolu, K
Storm Sewers & Surface
Drainage, and Sidewalk
Easements



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

Sidwell #88-20-27-478-013 (part of)


Kutumba Rao Hanumolu and Indira Ramani Hanumolu, husband and wife, Grantors, whose address is 29269 Autumn Ridge, Farmington Hills, MI 48334, for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, MI, 48084, grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **storm sewers and surface drainage**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

THE NORTH 12 FT. OF LOTS 225 & 226, AND THE EAST 10 FT. OF LOT 226 OF "STUMPF'S
BEECH GROVE SUBDIVISION" RECORDED IN L.32 OF PLATS, P.11 & 12, O.C.R.

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

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

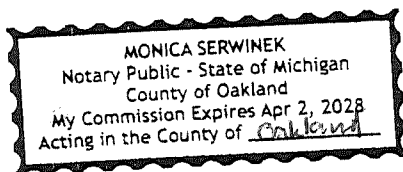
IN WITNESS WHEREOF, the undersigned hereunto affixed 2 signature(s)
this 14 day of June, 2022.

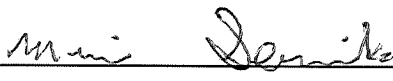
 (L.S.)
* Kutumba Rao Hanumolu

 (L.S.)
* Indira Ramani Hanumolu

STATE OF MICHIGAN)
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 14 day of June, 2022,
by Kutumba Rao Hanumolu and Indira Ramani Hanumolu, husband and wife.




*
Notary Public, Oakland County, Michigan
My Commission Expires 4-2-2028
Acting in Oakland County, Michigan

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

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

PERMANENT EASEMENT
FOR SIDEWALKS

Sidwell #88-20-27-478-013 (part of)

Kutumba Rao Hanumolu and Indira Ramani Hanumolu, husband and wife, Grantors, whose address is 29269 Autumn Ridge, Farmington Hills, MI 48334, for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, MI, 48084, grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **sidewalks** said easement for land situated in the City of Troy, Oakland County, Michigan described as:

THE SOUTH 5 FT. OF LOTS 225 & 226 OF "STUMPF'S BEECH GROVE SUBDIVISION"
RECORDED IN L.32 OF PLATS, P.11 & 12, O.C.R.

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

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

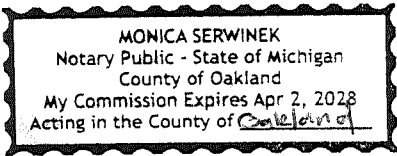
IN WITNESS WHEREOF, the undersigned hereunto affixed 2 signature(s)
this 14 day of June, 2022.

[Signature] (L.S.)
* Kutumba Rao Hanumolu

[Signature] (L.S.)
* Indira Ramani Hanumolu

STATE OF MICHIGAN)
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 14 day of June, 2022,
by Kutumba Rao Hanumolu and Indira Ramani Hanumolu, husband and wife.



[Signature]
*
Notary Public, Oakland County, Michigan
My Commission Expires 4-2-2028
Acting in Oakland County, Michigan

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

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



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: June 20, 2022

To: Mark F. Miller, City Manager

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

Subject: Request for Acceptance of Two Permanent Easements from Russell Mihm and Lilit Mihm, Sidwell #88-20-28-477-042

History

As part of a parcel development, the City of Troy received two permanent easements for storm sewers and surface drainage, and sidewalks from Russell Mihm and Lilit Mihm owners of the property having Sidwell #88-20-28-477-042.

The property is located in the southeast ¼ of Section 28, on Forthton Street, west of Livernois Road.

Financial

The consideration amount on each document is \$1.00.

Recommendation

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



GIS Online

Legend:



Notes:

#88-20-477-042
Mihm, R & L
Easements

Map Scale: 1=184

Created: June 20, 2022



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.

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

Sidwell #88-20-28-477-042 (part of)

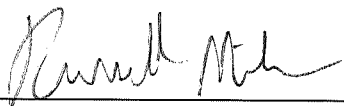
Russell Mihm and Lilit Mihm, a married couple, as Joint Tenants with Rights of Survivorship, Grantors, whose address is 208 Forthton Drive, Troy, MI 48084, for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, MI, 48084, grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **storm sewers and surface drainage**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

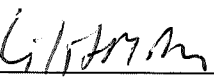
THE EAST 5 FEET OF THE PROPERTY DESCRIBED AS ALL OF LOT 47 AND THE WEST 1.21 FEET OF LOT 48, CLOVER RIDGE SUBDIVISION NO. 1, PART OF THE SE ¼ OF SECTION 28, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, PLAT RECORDED IN LIBER 17, PAGE 10, OAKLAND COUNTY REGISTER OF DEEDS.

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

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed 2 signature(s)
this 20 day of June, 2022.

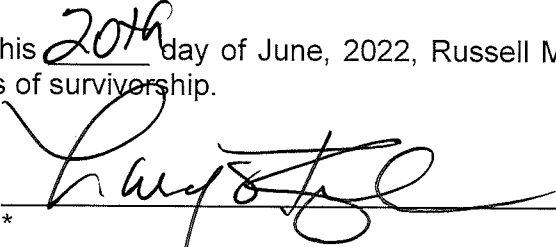

_____(L.S.)
* Russell Mihm


_____(L.S.)
* Lilit Mihm

STATE OF MICHIGAN)
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 20th day of June, 2022, Russell Mihm and Lilit Mihm. a married couple, as joint tenants with rights of survivorship.

LARYSA FIGOL
Notary Public, State of Michigan
County of Oakland
My Commission Expires 03-02-2024
Acting in the County of Oakland



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

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

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

PERMANENT EASEMENT
FOR SIDEWALKS

Sidwell #88-20-28-477-042 (part of)

Russell Mihm and Lilit Mihm, a married couple, as Joint Tenants with Rights of Survivorship, Grantors, whose address is 208 Forthton Drive, Troy, MI 48084, for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, MI, 48084, grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **sidewalks**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

THE SOUTH 5 FEET OF THE PROPERTY DESCRIBED AS ALL OF LOT 47 AND THE WEST 1.21 FEET OF LOT 48, CLOVER RIDGE SUBDIVISION NO. 1, PART OF THE SE ¼ OF SECTION 28, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, PLAT RECORDED IN LIBER 17, PAGE 10, OAKLAND COUNTY REGISTER OF DEEDS.

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

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed 2 signature(s)
this 20 day of June, 2022.

Russell Mihm (L.S.)
* Russell Mihm

Lilit Mihm (L.S.)
* Lilit Mihm

STATE OF MICHIGAN)
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 20th day of June, 2022, Russell Mihm and Lilit Mihm. a married couple, as joint tenants with rights of survivorship.

LARYSA FIGOL
Notary Public, State of Michigan
County of Oakland
My Commission Expires 03-02-2024
Acting in the County of Oakland

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

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

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



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-13

CITY COUNCIL AGENDA ITEM

Date: June 16

To: Mark F. Miller, City Manager

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

Subject: Request to Vacate a Permanent Easement and to Accept an Easement for Public & Franchise Utilities, Meadows of Troy, Sidwell #88-20-01-300-016

History

As part of the proposed Meadows of Troy Cluster Site Condominium development, City Council accepted four permanent easements, from Robertson Meadows, LLC, owner of the property having Sidwell #88-20-01-300-016 (Resolution #2022-05-071-J-12). A further plan review shifts the placement of public and franchise utilities necessitating the vacation of an easement recorded in Liber 57827, Page 892.

The City of Troy will return its' interest in the easement to Robertson Meadows, LLC by a Quit Claim Deed executed by the Mayor and City Clerk.

The owners, Robertson Meadows, LLC, have granted a new permanent easement for public and franchise utilities.

Located in Section 1 on the north side of Square Lake Road, east of John R Road, Meadows of Troy is a 31 detached unit, one-family cluster project. Troy City Council gave preliminary site plan approval on June 14, 2021.

Financial

The consideration amount on this document is \$1.00.


Recommendation

Staff recommends that City Council vacate the permanent easement for public and franchise utilities previously accepted and recorded in Liber 57827, Page 892 by recording a Quit Claim Deed executed by the Mayor and City Clerk. Staff also recommends that City Council accept a new permanent easement for public and franchise utilities consistent with our policy of accepting easements for development and improvement purposes.



GIS Online

Legend:

 Tax Parcel



Notes:

Meadows of Troy Cluster Site
Condominium
Robertson Meadows, LLC

Map Scale: 1=428

Created: June 20, 2022



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.

QUIT CLAIM DEED

Sidwell #88-20-01-300-016 (pt)
Resolution #

The **CITY OF TROY**, a Michigan municipal corporation, Grantor, whose address is 500 West Big Beaver, Troy, MI 48084 quit claims to **Robertson Meadows, LLC**, a Michigan limited liability company, Grantee, whose address is 6905 Telegraph Road, Suite 200, Bloomfield Hills, MI 48301, interest in land situated in the City of Troy, County of Oakland and State of Michigan, and previously recorded in a permanent easement for public and franchise utilities and recorded in Liber 57827, Page 892, Oakland County Register of Deeds:

SEE EXHIBITS "A, B & C" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

For the sum of One Dollar (\$ 1.00)

Dated this _____ day of June, 2022.

CITY OF TROY
a Michigan municipal corporation

By _____
* Ethan D. Baker, Mayor

By _____
* M. Aileen Dickson, City Clerk

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

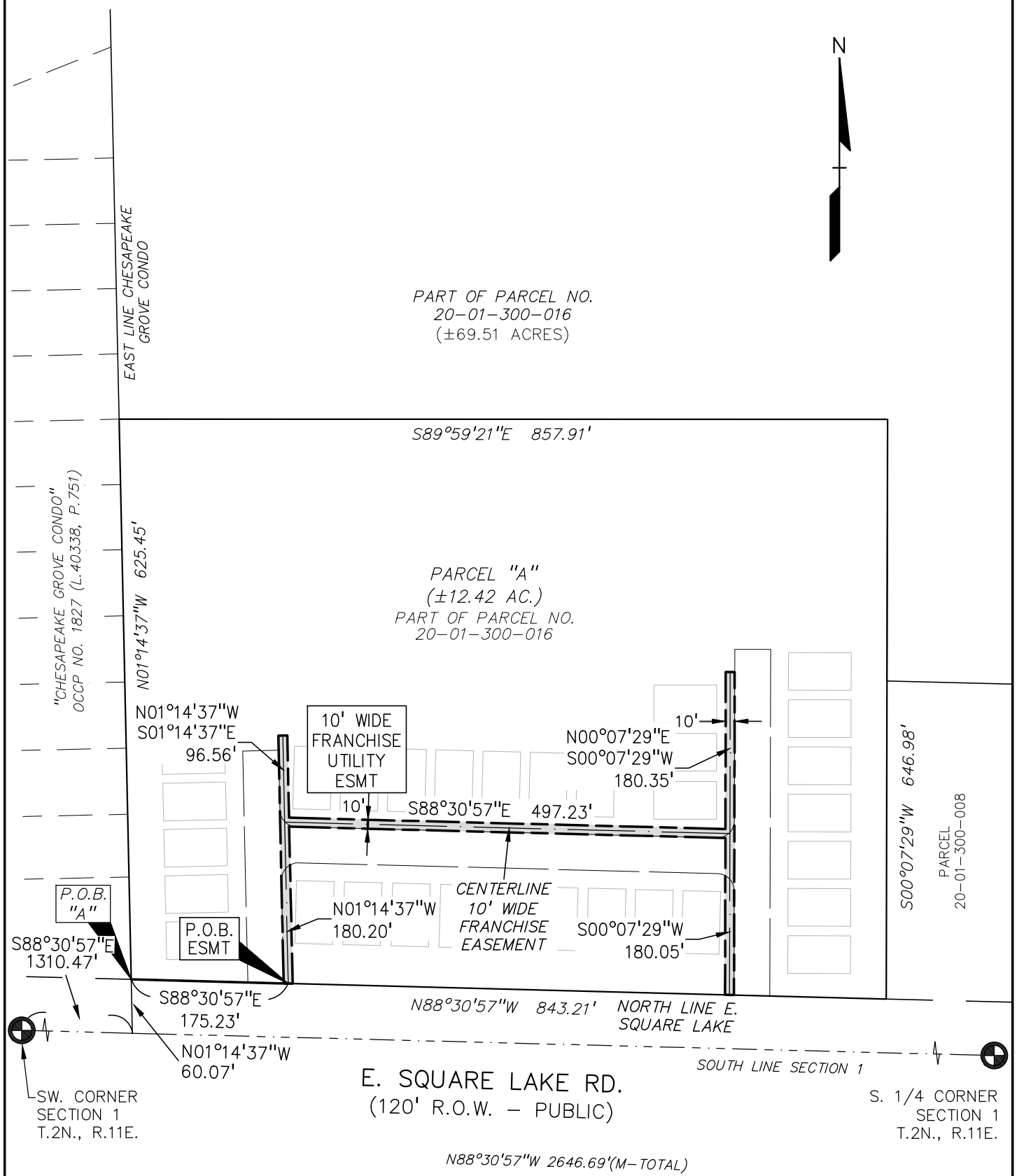
The foregoing instrument was acknowledged before me this _____ day of June, 2022 by Ethan D. Baker, Mayor and M. Aileen Dickson, City Clerk of the City of Troy, a Michigan municipal corporation, on behalf of the municipal corporation.

*
Notary Public, _____ County, MI
My commission expires: _____
Acting in _____ County, MI

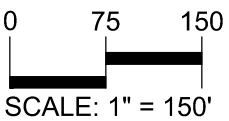
County Treasurer's Certificate		City Treasurer's Certificate	
When recorded return to: Robertson Meadows, LLC 6905 Telegraph Road Suite 200 Bloomfield Hills, MI 48301	Send subsequent tax bills to: Grantee	Drafted by: Larysa Figol City of Troy 500 West Big Beaver Troy, MI 48084	

Tax Parcel # 88-20-01-300-016 (pt) Recording Fee _____ Transfer Tax _____

EXHIBIT "A"
SKETCH OF 10' WIDE PUBLIC &
FRANCHISE UTILITY EASEMENT



ROBERTSON BROTHERS CO.
6905 TELEGRAPH RD, SUITE 200
BLOOMFIELD HILLS, MI 48301



SHEET 1 OF 2
DEC. 2, 2021
2018-169

PEA
GROUP

t: 844.813.2949
www.peagroup.com

EXHIBIT "B"
LEGAL DESCRIPTIONS

LEGAL DESCRIPTION
(BY PEA GROUP)

PARCEL A
PART OF THE SOUTHWEST 1/4 OF SECTION 1, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE S88°30'57"E ALONG THE SOUTH LINE OF SAID SECTION 1, 1310.47 FEET AND N01°14'37"W 60.07 FEET TO THE POINT OF BEGINNING, ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF E. SQUARE LAKE ROAD (120' WIDE); THENCE CONTINUING N01°14'37"W, 625.45 FEET ALONG THE EAST LINE OF CHESAPEAKE GROVE, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN No. 1827, AS RECORDED IN LIBER 40338, PAGE 751, OAKLAND COUNTY RECORDS; THENCE S89°59'21"E, 857.91 FEET; THENCE S00°07'29"W, 646.98 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID E. SQUARE LAKE ROAD; THENCE ALONG SAID NORTH LINE, N88°30'57"W, 843.21 FEET TO THE POINT OF BEGINNING. CONTAINING: 12.42 ACRES MORE OR LESS

LEGAL DESCRIPTION
(BY PEA GROUP)

10' WIDE FRANCHISE UTILITY EASEMENT
A 10' wide franchise utility easement over part of the Southwest 1/4 of Section 1, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, the centerline of said easement being more particularly described as:
Commencing at the southwest corner of said Section 1; thence along the south line of said section, S88°30'57"E, 1310.47 feet; thence N01°14'37"W, 60.07 feet to the north line of E. Square Lake Road (120 feet wide); thence along said north line, S88°30'57"E, 175.23 feet to the POINT OF BEGINNING;
thence N01°14'37"W, 180.20 feet;
thence continuing N01°14'37"W, 96.56 feet;
thence S01°14'37"E, 96.56 feet;
thence S88°30'57"E, 497.23 feet;
thence N00°07'29"E, 180.35 feet;
thence S00°07'29"W, 180.35 feet;
thence continuing S00°07'29"W, 180.05 feet to the aforementioned north line of E. Square Lake Road and the POINT OF ENDING.

EXHIBIT "C"

392741 Liber 57827 Page 892 thru 895
6/7/2022 3:51:55 PM Receipt #000307271
\$21.00 Misc Recording
\$4.00 Remonumentation
\$5.00 Automation
\$0.00 Transfer Tax
PAID RECORDED - Oakland County, MI e-recorded
Lisa Brown, Clerk/Register of Deeds

PERMANENT EASEMENT
FOR PUBLIC AND FRANCHISE UTILITIES

Sidwell #88-20-01-300-019 (part of)
#88-20-01-300-020 (part of)

ROBERTSON MEADOWS, LLC, a Michigan limited liability company, Grantor(s), whose address is 6905 Telegraph Road, Suite 200, Bloomfield Hills, Michigan 48301 for and in consideration of the sum of: One and no/100 Dollars (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver, Troy, MI 48084, grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **public and franchise utilities**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

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

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

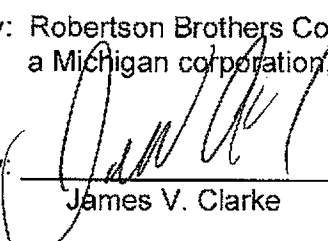
The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed his signature(s) this 18th day of May A.D. 2022.

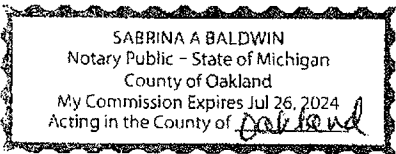
ROBERTSON MEADOWS, LLC,
a Michigan limited liability company

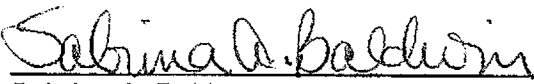
By: Robertson Brothers Co.,
a Michigan corporation, Manager

By: 
James V. Clarke
Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 18th day of May, 2022, before me, personally appeared James V. Clarke, President of Robertson Brothers Co., a Michigan corporation, Manager of Robertson Meadows, LLC, a Michigan limited liability company, on behalf of the corporation and company.




Sabrina A. Baldwin, Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: July 26, 2024

Prepared by: Larysa Figol, SR/WA, City of Troy, 500 West Big Beaver, Troy, MI 48084
When recorded return to: City Clerk, City of Troy, 500 West Big Beaver, Troy, MI 48084

EXHIBIT "A"
SKETCH OF 10' WIDE PUBLIC &
FRANCHISE UTILITY EASEMENT

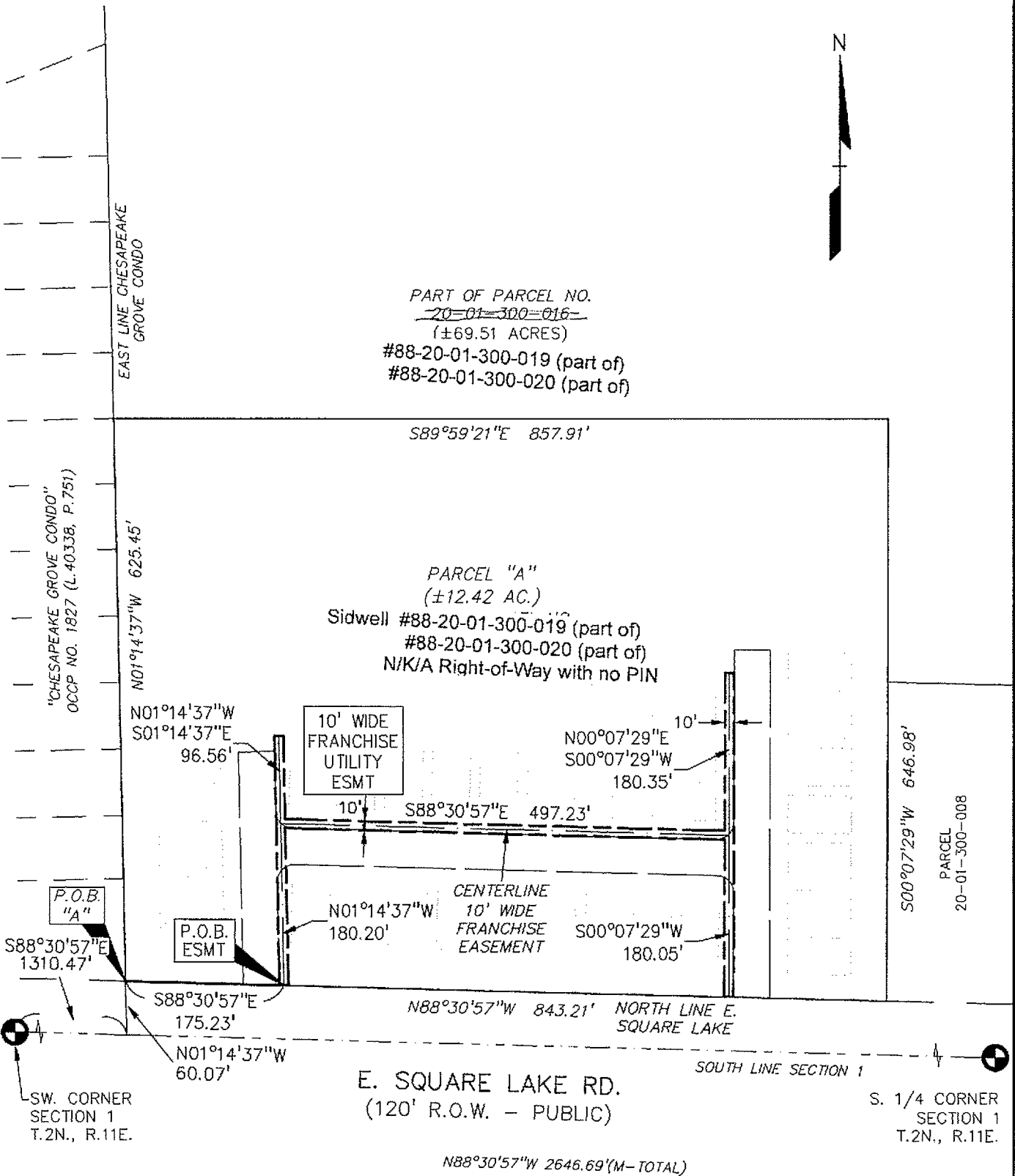


EXHIBIT "B"
LEGAL DESCRIPTIONS

LEGAL DESCRIPTION
(BY PEA GROUP)

PARCEL A

PART OF THE SOUTHWEST 1/4 OF SECTION 1, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE S88°30'57"E ALONG THE SOUTH LINE OF SAID SECTION 1, 1310.47 FEET AND N01°14'37"W 60.07 FEET TO THE POINT OF BEGINNING, ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF E. SQUARE LAKE ROAD (120' WIDE); THENCE CONTINUING N01°14'37"W, 625.45 FEET ALONG THE EAST LINE OF CHESAPEAKE GROVE, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN No. 1827, AS RECORDED IN LIBER 40338, PAGE 751, OAKLAND COUNTY RECORDS; THENCE S89°59'21"E, 857.91 FEET; THENCE S00°07'29"W, 646.98 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID E. SQUARE LAKE ROAD; THENCE ALONG SAID NORTH LINE, N88°30'57"W, 843.21 FEET TO THE POINT OF BEGINNING. CONTAINING: 12.42 ACRES MORE OR LESS

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Commencing at the southwest corner of said Section 1; thence along the south line of said section, S88°30'57"E, 1310.47 feet; thence N01°14'37"W, 60.07 feet to the north line of E. Square Lake Road (120 feet wide); thence along said north line, S88°30'57"E, 175.23 feet to the POINT OF BEGINNING;

thence N01°14'37"W, 180.20 feet;

thence continuing N01°14'37"W, 96.56 feet;

thence S01°14'37"E, 96.56 feet;

thence S88°30'57"E, 497.23 feet;

thence N00°07'29"E, 180.35 feet;

thence S00°07'29"W, 180.35 feet;

thence continuing S00°07'29"W, 180.05 feet to the aforementioned north line of E. Square Lake Road and the POINT OF ENDING.

ROBERTSON BROTHERS CO.
6905 TELEGRAPH RD, SUITE 200
BLOOMFIELD HILLS, MI 48301

0 75 150
SCALE: 1" = 150'

SHEET 2 OF 2
DEC. 2, 2021
2018-169

PEA
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T 844.813.2949
www.peagroup.com

**PERMANENT EASEMENT
FOR PUBLIC AND FRANCHISE UTILITIES**

Sidwell #88-20-01-300-016 (part of)

ROBERTSON MEADOWS, LLC, a Michigan limited liability company, Grantor(s), whose address is 6905 Telegraph Road, Suite 200, Bloomfield Hills, Michigan 48301 for and in consideration of the sum of: One and no/100 Dollars (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver, Troy, MI 48084, grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **public and franchise utilities**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

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

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

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed his signature(s)
this 9th day of June A.D. 2022.

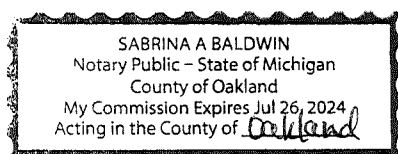
Robertson Meadows, LLC,
a Michigan limited liability company

By: Robertson Brothers Co.,
a Michigan corporation, Manager

By [Signature] (L.S.)
* James V. Clarke
Its: President

STATE OF MICHIGAN)
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 9th day of June, 2022, by James V. Clarke, President of Robertson Brothers Co., a Michigan corporation, Manager of Robertson Meadows, LLC, a Michigan limited liability company, on behalf of the corporation and company.



Sabrina A. Baldwin
*
Notary Public, Oakland County, Michigan
My Commission Expires July 26, 2024
Acting in Oakland County, Michigan

Prepared by: Larysa Figol, SRWA, City of Troy, 500 West Big Beaver, Troy, MI 48084
When recorded return to: City Clerk, City of Troy, 500 West Big Beaver, Troy, MI 48084

SKETCH OF 10' WIDE FRANCHISE UTILITY EASEMENT EXHIBIT "A"



PART OF PARCEL NO.
20-01-300-016
(±69.51 ACRES)

S89°59'21"E 857.91'

PARCEL "A"
(±12.42 AC.)
PART OF PARCEL NO.
20-01-300-016

EAST LINE CHESAPEAKE
GROVE CONDO

"CHESAPEAKE GROVE CONDO"
OCCP NO. 1827 (L.40338, P.751)

N01°14'37"W 625.45'

646.98'

PARCEL
20-01-300-008

10' WIDE
FRANCHISE
UTILITY
ESMT

10'

S88°14'37"W
N88°14'37"E
65.00'

S88°30'57"E
116.42'

S88°30'57"E 271.83'

S88°30'57"E 108.98'

N00°07'29"E
S00°07'29"W
120.24'

S00°07'29"W
55.76'

S89°52'31"E
N89°52'31"W
65.00'

S00°07'29"W
124.29'

P.O.B.
"A"

P.O.B.
ESMT

S88°30'57"E
1310.47'

S88°30'57"E
175.23'

N01°14'37"W
60.07'

S01°29'03"W
N01°29'03"E
65.00'

S01°29'03"W
N01°29'03"E
65.00'

S00°07'29"W
124.29'

N88°30'57"W 843.21'

SOUTH LINE SECTION 1

E. SQUARE LAKE RD.
(120' R.O.W. - PUBLIC)

CENTERLINE
10' WIDE
FRANCHISE
EASEMENT

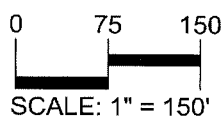
NORTH LINE E.
SQUARE LAKE

S. 1/4 CORNER
SECTION 1
T.2N., R.11E.

N88°30'57"W 2646.69'(M-TOTAL)

SW. CORNER
SECTION 1
T.2N., R.11E.

ROBERTSON BROTHERS CO.
6905 TELEGRAPH RD, SUITE 200
BLOOMFIELD HILLS, MI 48301



SHEET 1 OF 2
FEBRUARY 10, 2022
2018-169

PEA
GROUP

t: 844.813.2949
www.peagroup.com

LEGAL DESCRIPTIONS
EXHIBIT "B"

LEGAL DESCRIPTION
(BY PEA GROUP)

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thence S88°14'37"W, 65.00 feet;
thence N88°14'37"E, 65.00 feet;
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thence S89°52'31"E, 65.00 feet;
thence N89°52'31"W, 65.00 feet;
thence S00°07'29"W, 124.29 feet to the aforementioned north line of E. Square Lake Road and the POINT OF ENDING.

On April 19, 2022 at 7:30 p.m., Chair Bossenbroek, called the Zoning Board of Appeals meeting to order.

1. ROLL CALL

Present:

Michael Bossenbroek
David Eisenbacher
Jefferey Forster
Aaron Green
Mahendra Kenkre
Jayalakshmi Malalahalli

Also Present:

Paul Evans, Zoning and Compliance Specialist
Allan Motzny, Assistant City Attorney

2. PROCEDURE- read by Vice Chair Eisenbacher

3. APPROVAL OF MINUTES –

Minutes of February 15, 2022

MOTION to approve.

Moved by Forster
Seconded by Green

RESOLVED, to approve the February 15, 2022 meeting minutes.

Yes: All

MOTION PASSED

4. APPROVAL OF AGENDA – no changes

5. HEARING OF CASE:

VARIANCE REQUEST, WILLIAM FINNICUM FOR FINNICUM BROWNLIE ARCHITECTS, 2840 DONEGAL – A variance request to construct home additions, the following variances are requested: 1) to construct 37.32 feet from the front property line where the Zoning Ordinance requires a 40 feet setback, 2) to construct 7.68 feet from the side property line where the Zoning Ordinance requires a 15 foot setback, and 3) to allow both side yard setbacks combined of 29.02 feet where Zoning Ordinance requires a 30 foot combined setback.

Moved by Eisenbacher
Second by Forster

RESOLVED, to grant the variance

Yes: Forster, Eisenbacher, Malalahalli, Kenkre

No: Bossenbroek, Green

MOTION PASSED

6. COMMUNICATIONS – None
7. MISCELLANEOUS BUSINESS – None
8. PUBLIC COMMENT –None
9. ADJOURNMENT –The Zoning Board of Appeals meeting ADJOURNED at 8:32 pm.

Respectfully submitted,



Michael Bossenbroek, Chair



Paul Evans, Zoning and Compliance Specialist

G:\ZONING BOARD OF APPEALS\Minutes\2022\FINAL\2022 04 19 ZBA Minutes FINAL.doc

Chair Lambert called the Regular meeting of the Troy City Planning Commission to order at 7:00 p.m. on May 24, 2022, in the Council Chamber of the Troy City Hall. Chair Lambert and Vice Chair Perakis presented opening remarks relative to the role of the Planning Commission and procedure of tonight's meeting.

1. ROLL CALL

Present:

Toby Buechner
Carlton M. Faison
Michael W. Hutson
Tom Krent
David Lambert
Marianna Perakis
Sadek Rahman
John J. Tagle

Absent:

Lakshmi Malalahalli

Also Present:

R. Brent Savidant, Community Development Director
Ben Carlisle, Carlisle Wortman Associates
Julie Quinlan Dufrane, Assistant City Attorney
Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF AGENDA

Resolution # PC-2022-05-030

Moved by: Rahman
Support by: Tagle

RESOLVED, To approve the Agenda as prepared.

Yes: All present (8)
Absent: Malalahalli

MOTION CARRIED

3. APPROVAL OF MINUTES – May 10, 2022

Resolution # PC-2022-05-031

Moved by: Perakis
Support by: Buechner

RESOLVED, To approve the minutes of the May 10, 2022 Regular meeting as submitted.

Yes: All present (8)
Absent: Malalahalli

MOTION CARRIED

4. PUBLIC COMMENT – For Items Not on the Agenda

There was no one present who wished to speak.

PUBLIC HEARING

5. PUBLIC HEARING - SPECIAL USE APPROVAL AND PRELIMINARY SITE PLAN REVIEW (SP JPLN2022-0016) – Proposed Automark Collision Center, North side of Maplelawn, West of Crooks (1744 Maplelawn), Section 29, Currently Zoned IB (Integrated Industrial & Business) District

Mr. Carlisle reviewed the Special Use and Preliminary Site Plan application for Automark Collision Center as relates to the reinvestment in the property and site improvements. Mr. Carlisle explained the application is being reviewed as a Special Use because the property is located within 300 feet of residentially zoned property.

Mr. Carlisle addressed the Auto Repair Standards and Special Use Standards set forth in Section 6.26 and Section 9.03 of the Zoning Ordinance, respectively. Mr. Carlisle expressed support of the reinvestment in the site and recommended Preliminary Site Plan and Special Use Approval with the conditions as identified in the Planning Consultant report dated May 12, 2022.

A discussion among Board members and the administration followed, some comments relating to:

- Screening of outdoor storage; maximum eight (8) feet high.
- Distance of property to residentially zoned property.
- Compliance with lighting and landscaping requirements, as relates to the re-use of an existing site.

Present were applicant Andrew Lekosiotis, Manager of Automark, and Glenn DesRosiers, real estate broker, friend and client.

Mr. Lekosiotis said the Troy collision shop would be a support shop for his two larger collision shops located in Farmington Hills and Rochester Hills. He said the shops provide certified repair services for premium vehicles (BMW's, Mercedes, Land Rovers). Mr. Lekosiotis said the Troy site would avoid tow-in's and provide quick repair services. He noted he would be a tenant of the building.

Mr. DesRosiers said he's known Mr. Lekosiotis for 34 years and wanted to express support for the proposed site reinvestment. He validated the reputable service that Mr. Lekosiotis provides to his clients from all over the country and briefly addressed a recent purchase/acquisition of a shop formerly operated by Mr. Lekosiotis.

There was discussion on:

- Location of overhead doors.
- Screening of outdoor storage, as relates to existing fence.
- Type, condition and estimated number of vehicles that would be stored.

PUBLIC HEARING OPENED

There was no one present who wished to speak.

PUBLIC HEARING CLOSED

Resolution # PC-2022-05-032

Moved by: Krent

Support by: Rahman

RESOLVED, That Special Use Approval and Preliminary Site Plan Approval for the proposed Automark Collision Center, North side of Maplelawn, West of Crooks (1744 Maplelawn), Section 29, Currently Zoned IB (Integrated Industrial & Business) District, be **granted**, subject to the following conditions:

1. Repair and restripe parking lot and provide thirty-five (35) automobile spaces including two (2) barrier free spaces.
2. Provide bicycle parking.
3. Install two (2) street trees.
4. Screen outdoor storage area.
5. All equipment including hydraulic hoists, pits, lubrication and repair facilities shall be entirely enclosed within building.
6. All repair and maintenance activities shall be performed entirely within enclosed building.

Yes: All present (8)

Absent: Malalahalli

MOTION CARRIED

CONCEPTUAL SITE PLAN

6. TROY CIVIC CENTER PAVILION – Conceptual Design

Public Works Director Kurt Bovensiep presented a conceptual design of the Troy Civic Center Pavilion. He said the conceptual design was recently presented to City Council who in turn approved a proposal from OHM to complete the design of the public space pavilion and ice-skating facility. Mr. Bovensiep addressed its location in proximity to the Jeanne M. Stine Community Park, OHM goals and objectives, funding, conceptual views of a four-season facility and lighting attraction.

There was discussion on:

- Parking.
- Accessibility to Jeanne M. Stine Community Park.
- Entry free facility, concessions, hours of operation, skating rink management, capability to offer all-season activities.
- Zamboni amenity, function, sustainability of ice-skating rink.
- Opportunity to host future attractions and programs.
- Landscaping.
- Public seating near activities.
- Best practices, ideas, obtained from visits to similar local facilities.
- Aggressive timeline; October 2023.

PRELIMINARY SITE PLAN REVIEW

7. PRELIMINARY SITE PLAN APPROVAL (File Number SP2019-0041) – Proposed Lange View Estates, Southeast corner of Livernois and Leetonia (4080 Livernois), Section 15, Currently Zoned NN Neighborhood Node (Node “H”) District

Mr. Carlisle reviewed the Preliminary Site Plan application for Lange View Estates as relates to location, permitted use, access, existing on-site buildings, surrounding zoning and the undeveloped parcel to the south. He addressed the height and massing of the proposed development, excess of parking spaces on site, and deficiencies relating to trash enclosure details, parking lot trees and location of parking lot light. Mr. Carlisle addressed the Design Standards, Site Plan Review Standards and Transitional Features set forth in the Zoning Ordinance.

Mr. Carlisle stated the townhome development could be an appropriate use of the site but recommended the Planning Commission discuss transitional features, height and massing of the development, particularly the impact it might have on homes located on Leetonia. He reported that should the Planning Commission grant approval of the application, approval should be conditioned on items identified in his report dated May 17, 2022 and confirmation that the plan meets transparency requirements.

Property owner and commercial developer Vince Pangle addressed design elements, building height, historic post office and existing on-site buildings. Mr. Pangle said his business partner Gary Abitheira reduced the building height as much as possible and maintain viability of the project. He addressed existing styles of homes on Leetonia, the need for this type of housing development and shared that he has received positive comments from neighbors with whom he has reached out to. Mr. Pangle cited key elements are the green space adjacent to the home to the rear, upgrading both intersections and adding properties to existing stormwater management.

Ms. Perakis, referencing a rendering, asked if there was consideration given to eliminating the parking under the townhomes, lowering the building height by an entire story and providing detached covered parking.

Mr. Pangle apologized clarifying the rendering is inaccurate. He indicated property dimensions would not accommodate detached covered parking and still accommodate the parking needs for existing on-site buildings.

Mr. Carlisle explained the site is overparked by Zoning Ordinance requirements; 24 spaces are required for office, 16 spaces required for residential, totaling 40 spaces. The application provides 59 parking spaces.

There was discussion on:

- Lowering building height by one story; provide detached parking.
- Excess of parking spaces per Zoning Ordinance requirements.
- Transitional features in relation to adjacent residential.
- Setback of building to east to avoid overshadowing.
- Potential development of southern-most parcel.
- No public comment received by the Planning Department.

Chair Lambert opened the floor for public comment; Acknowledging there was no one present who wished to speak, Chair Lambert closed the floor for public comment.

Members Faison, Hutson, Krent and Perakis expressed concerns with respect to building height, massing, transitional features and architectural elements.

Mr. Carlisle stated the application was submitted prior to a recent adoption of a Zoning Ordinance Text Amendment stipulating a maximum building height of two (2) stories in Neighborhood Node zoning districts. He said this application is considered as a grandfathered use and is permitted to construct up to three (3) stories. He noted though that the application must still meet the transitional features and design features of the Zoning Ordinance.

Resolution # PC-2021-05-033

Moved by: Krent

Seconded by: Tagle

RESOLVED, That Preliminary Site Plan Approval, pursuant to Article 8 of the Zoning Ordinance, as requested for the proposed Lange View Estates, 8 units, located on the Southeast corner of Livernois and Leetonia (4080 Livernois), Section 15, Zoned NN (Neighborhood Node "H") District, be **denied**, for the following reason:

1. The application does not meet the ordinance requirements for transition.

Yes: All present (8)

Absent: Malalahalli

MOTION CARRIED**OTHER ITEMS****8. PUBLIC COMMENT – For Items on the Agenda**

There was no one present who wished to speak.

9. PLANNING COMMISSION COMMENT

There were general comments, some relating to:

- Status of Neighborhood Node Subcommittee meetings.
- Map of updated trail system.
- National Association of Planning May 15 event at Hammer & Nail in Detroit.

10. ADJOURN

The Regular meeting of the Planning Commission adjourned at 8:14 p.m.

Respectfully submitted,



David Lambert, Chair



Kathy L. Czarnecki, Recording Secretary



Dear Mr. Miller,

On behalf of the Detroit Metropolitan Chapter of the American Society for Public Administration and its 2022 Public Service Awards Committee, it is my pleasure to inform you that you have been recognized with an Outstanding Public Service Award in the Executive Official Category.

American Society for Public Administration (ASPA) is a professional association of almost 10,000 professionals in the United States focusing on the implementation of governmental policy, public administration, and conducting research in these areas.

The Detroit Metropolitan Chapter is a local branch of ASPA that currently has over 50 members representing a variety of public service careers, from local government to universities and nonprofit organizations engaged in the provision of public services.

We hope to be able to recognize you during the Chapter's virtual meeting, which will be held on Wednesday, June 15 at noon - 1.30 pm. We will provide Zoom meeting coordinates in a separate communication closer to the date.

For now, if you could please provide us with your preferred mailing address, we would be happy to mail you the copy of the official award notification letter as well as the award plaque. Also, please let us know how you would like your name to be spelled on the award plaque.

Congratulations, and thank you for all the work that you do to advance high quality public service in Metropolitan Detroit!!!

Best regards,

Alisa Moldavanova

ASPA-Detroit Public Service Awards Committee

Alisa Moldavanova

Associate Professor, Department of Political Science

Coordinator, Graduate Certificate in Nonprofit Management

Wayne State University

2025 FAB

Detroit, MI 48202

Email: alisam@wayne.edu



American Society for Public Administration

Detroit Metropolitan Chapter

2022 Outstanding Executive Official Award

Mark Miller

Beth L Tashnick

Subject: FW: Village of Holly Fire

From: Julian, Dana (Consultant)
Sent: Wednesday, June 22, 2022 09:02
To: Fire Department Web
Subject: Village of Holly Fire

I would like to extend a HUGE thank you to the fire fighters that showed up in Holly yesterday to help. We are eternally grateful for your commitment and service, and appreciate your presence so very much.
Please shake the hand of each firefighter that helped in Holly from my family. I wish I could hug each of you.

With a grateful heart,
Dana Julian
Village of Holly resident