



TROY CITY COUNCIL

REGULAR MEETING AGENDA

SEPTEMBER 12, 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

September 12, 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: Pastor Simion Timbuc from Bethesda Romanian Pentecostal Church 1

PLEDGE OF ALLEGIANCE: 1

A. CALL TO ORDER: 1

B. ROLL CALL: 1

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS: 1

C-1 Proclamation Celebrating Atharva Dharphale, Zachary Balcoff, and Alicia Wang for
Winning Top Honors in the 2022 Oakland County Finance Literacy Art Contest 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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AND BUSINESSES: 1**

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INVOCATION: Pastor Simion Timbuc from Bethesda Romanian Pentecostal Church

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 #2022-09-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____ at the Special City Council and Regular City Council Meetings of September 12, 2022, due to _____.

Yes:

No:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

- C-1** Proclamation Celebrating Atharva Dharphale, Zachary Balcoff, and Alicia Wang for Winning Top Honors in the 2022 Oakland County Finance Literacy Art Contest

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 – Parks and Recreation Board

a) Mayoral Appointments: None

b) City Council Appointments:Suggested Resolution

Resolution #2022-09-

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:

Parks and Recreation Board

Appointed by Council

7 Regular Members and 1 Troy School Board of Education Representative

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

Nominations to the Parks and Recreation Board:**Term Expires: 7/31/2023****Timothy Fulcher****Troy School Board
of Education Rep.**

Term currently held by: Timothy Fulcher

Term Expires: 7/31/2023**Aanya Shah****Student**

Term currently held by: Akshitha Sahu

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 – Historic District Commission, Parks and Recreation Board, Traffic Committee

a) Mayoral Nominations:Suggested Resolution

Resolution #2022-09-

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	
von Oeyen	Schuyler	7/20/2022	

Downtown Development Authority

Appointed by Mayor
13 Regular Members
4 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 2
Baker	Ethan		11/13/2023	At Large	City Council exp. 11/13/23
Blair	Timothy	6/17/2017	9/30/2023	In District	
Garmo	Kathleen	6/17/2024	9/30/2022	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	7/5/2024	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			9/30/2024	In District	Cheryl Bush resigned 9/22/21

Nominations to the Downtown Development Authority:

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
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
von Oeyen	Schuyler	7/20/2022	At Large	

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: 7/31/2023****Student**

Term currently held by: Allison Liu

Term Expires: 7/31/2023**Student**

Term currently held by: Sharanya Swaminathan

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	
Emerson	Rosalyn	7/20/2024	
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	Abi	11/22/2023	
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	
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

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 #2022-09-

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:

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	
Emerson	Rosalyn	7/20/2024	
Jennings	Janet	8/12/2022	
MacDonell	Sharon	4/13/2023	

Parks and Recreation Board

Appointed by Council
7 Regular Members and 1 Troy School Board of Education Representative
Regular Member: 3 Year Term / Troy School Board Member: 1 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Date	Appointment Expire	Notes 1	Notes 3
Brady	Pamela	4/20/2024	9/9/2019	9/30/2022		Requests Reappointment
Brady	Michael	10/4/2020	10/11/2021	9/30/2024		
Colussi	Casey	8/20/2022	9/21/2020	9/30/2023		
Fulcher	Timothy	5/17/2024	10/11/2021	7/31/2022	Troy School Bd of Education Rep.	
Goul	Brian			12/31/2099		
Martin	Kelly	7/11/2021	9/21/2020	9/30/2023		
Patel	Hitesh	6/8/2024	10/11/2021	9/30/2022		Requests Reappointment
Sahu	Akshitha	9/28/2022	10/11/2021	7/31/2022	Graduates 2023	
Shepherd	John Chuck	7/19/2023	10/11/2021	9/30/2024		
Thattai	Govindrajan	5/20/2024	5/10/2021	9/30/2022		Requests Reappointment

Nominations to the Parks and Recreation Board:**Term Expires: 9/30/2025**

Term currently held by: Pamela Brady

Term Expires: 9/30/2025

Term currently held by: Hitesh Patel

Term Expires: 9/30/2025

Term currently held by: Govindrajan Thattai

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1	Notes 2
Aggarwal	Deepti	6/10/2023	Student – Graduates 2023	
Buechner	Toby	3/22/2023		Charter Rev. Comm. exp 4/30/2024
Cicchini	Philippe	4/13/2023		
Dicker	Susanne Forbes	8/15/2022		Hist. Dist. Comm. exp 3/1/2023
Emerson	Rosalyn	7/20/2024		

Faiz	Iqbal	12/4/2022		
Forster	Jeffrey D.	3/22/2023		Personnel Bd. exp 4/30/2024
Fox	Tyler A.	6/15/2024		
Frederick	Mary M.	4/28/2023		
Gill	Jasper	1/10/2024		
Hoef	Paul V.	12/14/2022		Local Dev. Finance Auth. exp 6/30/2023
Kaltsounis	Andrew	12/10/2021		Liquor Adv. Comm exp 1/31/2022
McGee	Timothy	3/2/2023		Hist. Dist. Comm exp 5/15/2024
Mudaliar	Vinodh Kumar	3/2/2024		
Shah	Aanya	11/30/2023	Student – Graduates 2024	
Snyder	Margaret	9/28/2023		
Voglesong	Cheryl	1/10/2024		
von Oeyen	Schuyler	7/20/2022		

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 – Graduates 2022	
Nastasi	Frank		Ex-Officio Member		
Nurak	Cindy	1/16/2021	1/31/2025		
Petrulis	Al	12/16/2021	1/31/2023		
Hullinger	Peter		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: 7/31/2023****Student**

Term currently held by: Tyler Koralewski

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 Session**Suggested Resolution**

Resolution #2022-09-

Moved by

Seconded by

RESOLVED, That Troy City Council **SHALL MEET** in Closed Session pursuant to MCL 15.268(a).

Yes:

No:

I-4 Budget Amendment and Standard Purchasing Resolution 4: Oakland County and OMNIA Partners Purchasing Cooperatives – Historic Village Chapel Handicap Ramp Reconstruction and Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Handicap Ramp Railing Materials and Installation (*Introduced by: Dennis Trantham, Facilities and Grounds Operations Manager*)

Suggested Resolution

Resolution #2022-09-

Moved by

Seconded by

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *National Restoration of Milford, MI*, for the Historic Village Chapel Ramp Reconstruction for an estimated cost of \$81,500 per the Oakland County Cooperative Purchasing Contract #005106 with a 10% contingency; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AWARDS** a contract to *Home Depot* for the Historic Village Chapel Ramp Railing and Materials for an estimated cost of \$9,500 per the OMNIA Partners Cooperative Purchasing Contract #16154 with a 10% contingency; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** expending budgeted Capital Funds for additional materials and installation for an estimated cost of \$3,000 with a 10% contingency; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment in the amount of \$27,400 to the Museum Capital Fund.

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

Yes:

No:

I-5 Budget Amendment and Standard Purchasing Resolution 4: Oakland County and OMNIA Partners Purchasing Cooperatives – Phase II HVAC Upgrades and Boiler Replacement, and Building Management System Controls Integration at the Troy Community Center (Introduced by: Dennis Trantham, Facilities and Grounds Operations Manager)

Suggested Resolution

Resolution #2022-09-

Moved by

Seconded by

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** contracts to *Limbach Inc. of Pontiac, MI*, for Phase II HVAC Upgrades and Boiler Replacements at the Community Center, for an estimated cost of \$987,177 as detailed in the attached proposals and per the Oakland County Cooperative Purchasing Contract #009746 with a 10% contingency.

BE IT FURTHER RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *MCMI Facility Automation of Sterling Heights, MI*, for Building Management System Controls Integration at the Community Center, for an estimated cost of \$107,000 as detailed in the attached proposal and per the OMNIA Partners Cooperative Purchasing Contract #R220703 with a 10% contingency.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** budget amendments in the amount of \$103,600 to the Community Center Capital Project Fund.

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

Yes:

No:

I-6 2022 Appointment of Voting Delegate and Alternate to the Michigan Municipal League

Suggested Resolution

Resolution #2022-09-

Moved by

Seconded by

BE IT RESOLVED, That City Council hereby **APPOINTS** _____ to be the voting delegate and _____ to be the alternate for the Michigan Municipal League 2022 Annual Meeting being held at 4:30pm on Wednesday, October 19, 2022 in Section D meeting room at the VanDyke Mortgage Convention Center, Muskegon, MI.

Yes:

No:

J. CONSENT AGENDA:

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

Suggested Resolution

Resolution #2022-09-

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 #2022-09-

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

- a) Special City Council Minutes-Draft – August 22, 2022
- b) City Council Minutes-Draft – August 22, 2022

J-3 Proposed City of Troy Proclamations:

Suggested Resolution

Resolution #2022-09-

- a) Proclamation Celebrating Cornerstone Community Financial Credit Union for their Partnership with Children's Hospital of Michigan

J-4 Standard Purchasing Resolutions:

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

Suggested Resolution

Resolution #2022-09-

RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract with the option to renew for two (2) additional years to the low bidder meeting specifications, *DiLisio Contracting of Clinton Township, MI*, to provide Sidewalk Replacement Services not to exceed budgetary limitations at the unit prices as detailed in the bid tabulation opened August 18, 2022, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, and as detailed below by year; with the contract expiring June 30, 2025.

<u>1 Yr. Contract</u>	<u>Amount</u>
Contract year 1	\$ 750,000.00
Year 1 Renewal	\$ 750,000.00
Year 2 Renewal	\$ 750,000.00
Total for 3-year Contract	\$ 2,250,000.00

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

- b) **Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Parking Lot Maintenance Program – Lloyd Stage Nature Center, Fire Station #2, and City Hall East Parking Lot**

Suggested Resolution

Resolution #2022-09-

RESOLVED, That Troy City Council hereby **AWARDS** a contract to the low bidder meeting specifications, *Asphalt Specialists, Inc. of Pontiac, MI*, to provide Parking Lot Maintenance at Lloyd Stage Nature Center, Fire Station #2, and City Hall East Parking Lot for an estimated cost

of \$357,241.95 with a 25% contingency for an estimated total cost of \$446,552.44, not to exceed budgetary limitations, at the unit prices as detailed in the bid tabulation opened August 18, 2022, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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

c) Standard Purchasing Resolution 4: MiDEAL Cooperative Purchasing Agreement – Police & Fire Fleet Vehicles

Suggested Resolution
Resolution #2022-09-

RESOLVED, That Troy City Council hereby **AWARDS** contracts to purchase one (1) 2022 Ford Escape and one (1) 2022 Ford F150 Pickup Truck from *Gorno Ford of Woodhaven, MI*, for the Police and Fire Departments as per the MiDEAL Cooperative Contract #071B7700181, for an estimated total cost of \$74,905.00; not to exceed budgetary limitations.

d) Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Historic Village Alarm System Replacement

Suggested Resolution
Resolution #2022-09-

RESOLVED, That Troy City Council hereby **APPROVES** expending budgeted funds to *Vigilante Security, Inc. of Troy, MI*, (Resolution #2007-12-340), for the Historic Village Alarm System Replacement for an estimated cost of \$35,370 as detailed in the attached proposal; not to exceed budgetary limitations.

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

e) Standard Purchasing Resolution 4: Sourcewell Cooperative Purchasing Contract – Beach Road Park Play Structure and Swing Replacement

Suggested Resolution
Resolution #2022-09-

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *We Build Fun of Allen, TX*, for the Beach Road Park Play Structure Replacement for an estimated cost of \$218,160 as detailed in the attached quote and per the Sourcewell Cooperative Purchasing Contract #010521-LTS-3 with a 10% contingency; not to exceed budgetary limitations.

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

f) **Standard Purchasing Resolution 4: Sourcewell Cooperative Purchasing Contract – Flynn Park Play Structure Replacement**

Suggested Resolution
Resolution #2022-09-

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *We Build Fun of Allen, TX*, for the Flynn Park Play Structure Replacement for an estimated cost of \$133,795 as detailed in the attached quote and per the Sourcewell Cooperative Purchasing Contract #010521-LTS-3 with a 10% contingency; not to exceed budgetary limitations.

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

g) **Standard Purchasing Resolution 4: MiDEAL Cooperative Purchasing Contract – City Manager’s Office Additional Work Stations – Installation and Furniture**

Suggested Resolution
Resolution #2022-09-

WHEREAS, The City Manager’s Office has substantial unused office space; and,

WHEREAS, Funding for the project was budgeted for this fiscal year;

THEREFORE, BE IT RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **APPROVES** a contract to purchase and install office furniture for 2 work spaces for the City Manager’s Office Area to *ISCG, Inc. of Royal Oak, MI*, for an estimated total amount of \$13,775.06 as detailed in the attached proposal and as per the State of Michigan MiDEAL Cooperative Purchasing Contract #22000000043.

J-5 2022-2023 Winter Maintenance Agreement with Road Commission for Oakland County

Suggested Resolution
Resolution #2022-09-

RESOLVED, That Troy City Council hereby **APPROVES** the 2022-2023 Winter Maintenance Agreement between the Road Commission for Oakland County and the City of Troy for Snow and Ice Control of county roads, which are described and outlined in Exhibit A, and the Mayor and City Clerk are **AUTHORIZED** to execute the necessary documents; a copy of this agreement, which is authorized by the provisions of 1951 PA 51 (MCL 247.651 et seq), shall be **ATTACHED** to the original Minutes of this meeting.

J-6 Fiscal Year 2023 SMART Municipal Credit and Community Credit Contract

Suggested Resolution

Resolution #2022-09-

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

J-7 Request to Temporarily Waive Parking Restrictions

Suggested Resolution

Resolution #2022-09-

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

Sunday, September 25th from 7:00 p.m. to 11:00 p.m.

Monday, September 26th from 9:00 a.m. to 11:00 p.m.

Tuesday, October 4th from 7:00 p.m. to 11:00 p.m.

Wednesday, October 5th from 9:00 a.m. to 9:00 p.m.

J-8 First Amendment to Agreement for Parking Lot Maintenance – Meadows of Troy

Suggested Resolution

Resolution #2022-09-

WHEREAS, Troy City Council granted approval for the Meadows of Troy cluster development in Section 1, which is located north of Square Lake and east of John R. Road; and,

WHEREAS, As a condition of approval for the Meadows of Troy cluster development, City Council required the Developer to submit a parking lot maintenance agreement for a 13-space gravel parking lot associated with the development; and,

WHEREAS, The City Council approved an Agreement for Parking Lot Maintenance at its meeting on September 13, 2021, Resolution #2021-09-135, and this Agreement was recorded with the Oakland County Register of Deeds; and,

WHEREAS, Subsequent to the recordation, the Developer is seeking modifications to the Agreement to make minor modifications to the legal description of the parking lot and the access drive;

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the attached First Amendment to the Agreement for Parking Lot Maintenance for the Meadows of Troy cluster development, and **AUTHORIZES** the Mayor and City Clerk to execute these documents on behalf of the City of Troy.

BE IT FURTHER RESOLVED, That, if approved, the Developer **SHALL BE RESPONSIBLE** for recording the First Amendment to the Agreement for Parking Lot Maintenance with the Oakland County Register of Deeds as soon as possible.

J-9 Private Agreement – Contract for Installation of Municipal Improvements – Adler Cove Site Condominium Development – Project No. 22.904.3

Suggested Resolution
Resolution #2022-09-

RESOLVED, That Troy City Council hereby **APPROVES** the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and Mondrian Properties for the installation of Water Main, Sanitary Sewer, Storm Sewer, Detention Pond, Concrete Road and Sidewalk, and the Mayor and City Clerk are **AUTHORIZED** to execute the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-10 Local Critical Infrastructure Planning Grant

Suggested Resolution
Resolution #2022-09-

RESOLVED, That Troy City Council hereby **APPROVES** the Interlocal Agreement between the City of Troy and the Board of Commissioners of the County of Oakland for the Local Critical Infrastructure Planning Grant in the amount of \$100,000 at an estimated cost to the City of Troy of \$100,000 for the updates to the City's Master Sanitary Sewer and Storm Sewer Plans, and the Mayor and City Clerk are **AUTHORIZED** to execute the agreement, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings:

- a) September 19, 2022 – Conditional Rezoning (CRJPLN2022-001) – Proposed Homestead Condominiums, East Side of Livernois, North of Big Beaver (PIN #88-20-22-301-007, -008, -009), Section 22, From R-1E (One Family Residential District) to RT (One Family Attached Residential District)

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: None Submitted

O-2 Department Reports:

- a) Park Sign Replacement Costs
- b) Single Family Home Rental Program

O-3 Letters of Appreciation:

- a) To Troy Family Aquatic Center Staff from Sal Trupiano Regarding a Great TFAC Season

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:

October 3, 2022 Future Budget Planning
November 19, 2022 City of Troy Advance

2022 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

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
ATHARVA DHARPHALE, ZACHARY BALCOFF, AND ALICIA WANG
FOR WINNING TOP HONORS
IN THE 2022 OAKLAND COUNTY FINANCE LITERACY ART CONTEST**

WHEREAS, The Oakland County Treasurer's Office has hosted an annual Finance Literacy Arts Contest for the past 11 years; and

WHEREAS, Oakland County public high school students were invited to submit 2-D and multi-media/video pieces of art related to the importance of financial empowerment. The contest winners receive cash prizes from a \$10,000 sponsorship by Flagstar Bank; and

WHEREAS, The 91 student art submissions included an array of mediums including 2-D (drawing, painting, photography, mixed media and illustration) and video. Entries were judged on creativity, artistic execution, and incorporation of the financial empowerment theme; and

WHEREAS, The Oakland County Treasurer's Office announced the 2022 Financial Literacy Arts contest winners in partnership with Oakland Schools, Flagstar Bank, and the Oakland Livingston Human Services Agency; and

WHEREAS, **Atharva Dharphale**, a senior at Athens High School, took home the top prize in the 12th grade division with his "Teach a Child to Fish" drawing. Troy High School junior **Zachary Balcoff** won the 11th grade top prize with his "Beyond the Bank" drawing, and Athens High School sophomore **Alicia Wang** earned the 10th grade's top prize with her "Reality of Debt" drawing;

NOW, THEREFORE, BE IT RESOLVED, That the Mayor and City Council of the City of Troy hereby applaud and congratulate **Atharva Dharphale, Zachary Balcoff, and Alicia Wang** on winning top honors for their grade levels in the 2022 Oakland County Finance Literacy Art Contest; and

BE IT FURTHER RESOLVED, That the Mayor and City Council of the City of Troy invite all residents to recognize and celebrate the talent and creativity of Troy School District students **Atharva Dharphale, Zachary Balcoff, and Alicia Wang**.

Presented this 12th Day of September 2022



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: September 12, 2022

To: Mark F. Miller, City Manager

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

Subject: Budget Amendment and Standard Purchasing Resolution 4: Oakland County and OMNIA Partners Purchasing Cooperatives – Historic Village Chapel Handicap Ramp Reconstruction and Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Handicap Ramp Railing Materials and Installation

History

- The Church was constructed in 1837 by a small group of Episcopalians on land deeded to them by Johnson Niles. It was sold to the Methodist church in 1863 and they used it for weekly worship and activities until 1968.
- The Troy Historical Society purchased the church in 1997. It took over a decade for the church to be moved to its current site and restored.
- In 2019 restoration work was completed on the casework of the original 1860s stained glass windows.
- In 2020 Troy City Council approved exterior repairs and painting to address painting and damaged wood siding (Resolution #2020-10-153-J-4a).
- The chapel has become a popular rental location for weddings.
- Reconstruction and replacement of the handicap ramp and railings will correct the deficiencies outlined in the Facility Condition Assessment and Analysis.
- The installation of the handicap ramp railings will be completed with in-house Facilities Staff.

Purchasing

- Pricing to provide the labor, materials, and equipment for the Historic Village Chapel handicap ramp reconstruction has been secured from *National Restoration, of Milford, MI* through the Oakland County Cooperative Purchasing Contract #005106 as detailed in the attached quote.
- Pricing for the handicap railings and handrail materials for the Historic Village Chapel has been secured from *Home Depot* through the OMNIA Partners Cooperative Purchasing Contract #16154 as detailed in the attached quote #H2714-110787.
- City Council authorized participation in the Cooperative Purchasing Programs on November 8, 2021 (Resolution #2021-11-160).



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Financial

The acquisition for the Historic Village Chapel Handicap Ramp Reconstruction will require a budget appropriation amendment in the amount of \$27,400 to the Museum Capital Fund under Project Number 2023C0062 for the 2023 fiscal year due to increased project costs. Expenditures will be charged to 401.804.804.7975.900.

Historic Village Chapel Ramp Reconstruction Estimated Project Costs

National Restoration	\$81,500
Home Depot	\$9,500
Facilities Materials/Installation	\$3,000
Estimated Total	\$94,000
Contingency	\$9,400
Est Grand Total	\$103,400
Budgeted Amount	\$76,000

Recommendation

City Management recommends waiving the bid process and awarding a contract to *National Restoration, of Milford, MI* for the Historic Village Chapel Handicap Ramp Reconstruction for an estimated amount of \$81,500, as per the Oakland County Cooperative Purchasing Contract #005106 with a 10% contingency.

City Management recommends awarding a contract to *Home Depot* for the Historic Village Chapel replacement handicap railings and handrail materials for an estimated cost of \$9,500 as per the OMNIA Partners Cooperative Purchasing Contract #16154 with a 10% contingency.

City Management recommends expending capital funds for additional materials and installation for an estimated cost of \$3,000 with a 10% contingency.

It is also recommended that City Council approve a budget amendment to the Museum Capital Account in the amount of \$27,400.

NATIONAL RESTORATION INC

2021 RECIPIENT OF THE GOVERNOR'S AWARD FOR HISTORIC
PRESERVATION!

2165 Fyke Dr.

Milford, MI 48381

248-318-0609 Fax 248-714-6323

johnf@nationalrestoration.net

January 26, 2022

Its Not Luck, Its know How!

Licensed Builder

Mr. Dennis Trantham

Operations Manager, Facilities and Grounds

City of Troy, MI

500 West Big Beaver Road

Troy, MI 48084

248-524-3503, cell 586-219-7461

Dennis.trantham@troymi.gov

RE: Historic Village ADA Ramp Budget

Mr. Trantham,

Per your request, we propose to provide all the needed labor, material, and equipment needed to complete the following items of work:

Scope of Work #1

- Mobilize
- Provide any needed permits
- Remove the existing rails and turn over to the owner.
- Remove the existing concrete slab on the ramp and the mid-ramp landing. This does not include the porch slabs.
- Repair the masonry as required.
- Provide up to 4" of new compacted stone base.
- Pour new 4" thick wire reinforced concrete slabs. They will meet ADA requirements and will be the same 42" width as the existing.
- Install new sealant between the new concrete and the wall.
- Jobsite cleanup.
- Note: New rails by owner
- Cost is time and material not to exceed \$36,000.00 per our publicly bid contract with Oakland County MI

Scope of Work #2

- Mobilize
- Provide any needed permits
- Remove the existing rails and turn over to the owner.
- Remove the existing concrete slabs on the ramp and mid-ramp landing only, masonry support walls and existing ramp foundations. The front porch will remain. The existing field stone will be saved for reuse.
- Prepare and pour new 12" x 42" foundations for the two outer ramp walls and tie

into the existing foundation next to the building.

- Lay new block backup masonry walls with a field stone veneer.
- Form and backfill as needed.
- Pour new 4" thick wire reinforced concrete slabs. They will meet ADA requirements. The new ramp will be 48" wide with a custom drip edge that extends beyond the masonry.
- Install new sealant between the new concrete and the wall.
- Jobsite cleanup.
- Cost is time and material not to exceed \$70,500.00 per our publicly bid contract with Oakland County MI.

Scope of Work #3

- Mobilize
- Provide any needed permits
- Remove the existing rails and turn over to the owner.
- Remove the existing concrete slabs from the ramps and front porch, masonry support walls, front porch steps and the existing ramp foundations. The existing field stone will be saved for reuse. The foundation for the steps will also remain.
- Prepare and pour new 12" x 42" foundations for the two outer ramp walls and tie into the existing foundation next to the building.
- Lay new block backup masonry walls with a field stone veneer.
- Repair the masonry on the porch as needed.
- Form and backfill as needed.
- Pour new 4" thick wire reinforced concrete slabs and steps. They will meet ADA requirements. The new ramp will be 48" wide with a custom drip edge that extends beyond the masonry.
- Install new sealant between the new concrete and the wall on the ramp and the porch.
- Jobsite cleanup.
- Cost is time and material not to exceed \$81,500.00 per our publicly bid contract with Oakland County MI.

Exclusions:

- Prevailing wages
- Premium time

We appreciate the opportunity to provide you with the highest quality products and craftsmanship available. If you have any questions or concerns, please contact me.
Sincerely,

John Fletcher, President



Customer Quote

8/29/2022, 1:31 PM EDT

Sales Person AEA2URI

Store Phone # (989) 249-1440

Store # 2714

Location 3132 BUEKER DRIVE, SAGINAW, MI 48604

Customer Information

DENNIS TRANTHAM

(248) 524-3503

DENNIS.TRANTHAM@TROYMI.GOV

CITY OF TROY

500 W BIG BEAVER ROAD

TROY, MI 48084



Quote # H2714-110787

PO / Job Name WESTBURY RAIL

Delivery

Delivery Address
4693 Rochester Rd
TROY, MI 48085

Delivery Options
Outside Delivery

Delivery Date
Customer will be notified when
delivery is ready to be
scheduled

Item Description	Model #	SKU #	Unit Price	Qty	Subtotal
Westbury ADA Continuous Handrail Aluminum Collar Ring (Black Fine Texture (ADA Compliant) 173472TBK) [QC:28722537] 💎 DISCOUNT \$1.43 OFF EACH		1005395517	\$6.74 / each \$4.28 / each	24	\$102.72
WESTBURY CHR WALL-END MOUNT TEXT. BLK 14 /TL [QC:28722537]		1005395517	\$29.06 / each	2	\$58.12
Westbury ADA Continuous Handrail Aluminum 90 Degree Elbow (Black Fine Texture (ADA Compliant) 173473TBK) [QC:28722537] 💎 DISCOUNT \$8.05 OFF EACH		1005395517	\$32.21 / each \$24.16 / each	2	\$48.32
Westbury ADA Continuous Handrail Aluminum 180 Degree Elbow (Black Fine Texture (ADA Compliant) 173474TBK) [QC:28722537] 💎 DISCOUNT \$15.91 OFF EACH		1005395517	\$63.66 / each \$47.75 / each	6	\$286.50
WESTBURY CHR INSIDE CRNR MONT - TEXT. BLK 7TL [QC:28722537]		1005395517	\$16.99 / each	5	\$84.95
Westbury ADA Continuous Handrail Aluminum Internal Connector (Black Fine Texture (Includes 1 Collar Ring. Used When Connecting Two P... [QC:28722537] 💎 DISCOUNT \$2.56 OFF EACH		1005395517	\$10.26 / each \$7.70 / each	12	\$92.40
Westbury ADA Continuous Handrail Aluminum Internal End Cap (Black Fine Texture (ADA Compliant) 173471TBK) [QC:28722537] 💎 DISCOUNT \$1.43 OFF EACH		1005395517	\$5.74 / each \$4.31 / each	6	\$25.86
Westbury ADA Continuous Handrail Aluminum Wall Mount (Black Fine Texture (ADA Compliant) 173468TBK) [QC:28722537] 💎 DISCOUNT \$4.70 OFF EACH		1005395517	\$18.81 / each \$14.11 / each	30	\$423.30
Westbury ADA Continuous Handrail Aluminum Wall Return (Black Fine Texture (Includes 1 Collar Ring) 173470TBK) [QC:28722537] 💎 DISCOUNT \$4.70 OFF EACH		1005395517	\$18.70 / each \$14.09 / each	6	\$84.54
Westbury ADA Continuous Handrail Aluminum Adjustable Elbow (Black Fine Texture (Includes 2 Collar Rings) 173465TBK) [QC:28722537] 💎 DISCOUNT \$12.18 OFF EACH		1005395517	\$48.74 / each \$36.56 / each	12	\$438.72



Customer Quote












8/29/2022, 1:31 PM EDT

Sales Person AEA2URI

Store Phone # (989) 249-1440

Store # 2714

Location 3132 BUEKER DRIVE, SAGINAW, MI 48604

Item Description	Model #	SKU #	Unit Price	Qty	Subtotal
 Westbury ADA Continuous Handrail 1-3/8"x10' Aluminum Handrail (Black Fine Texture (ADA Compliant) 172123TBK) [QC:28722537] ◆ DISCOUNT \$19.31 OFF EACH		1005395517	\$77.26 / each \$57.95 / each	12	\$695.40
 Westbury ADA Continuous Handrail 1-3/8"x8' Aluminum Handrail (Black Fine Texture (ADA Compliant) 172102TBK) [QC:28722537] ◆ DISCOUNT \$16.34 OFF EACH		1005395517	\$65.37 / each \$49.03 / each	8	\$392.24
 Westbury Tuscany 8' x 36" Aluminum C10 Rail Section Kit Level (Black Fine Texture (Includes Rails, Square Balusters, Rail Support, an... [QC:28722537] ◆ DISCOUNT \$85.47 OFF EACH		1005395517	\$244.80 / each \$256.42 / each	4	\$1,025.68
 Westbury Tuscany 7' x 36" Aluminum C10 Rail Section Kit Level (Black Fine Texture (Includes Rails, Square Balusters, Rail Support, an... [QC:28722537] ◆ DISCOUNT \$78.84 OFF EACH		1005395517	\$245.38 / each \$236.54 / each	3	\$709.62
 Westbury Tuscany 6' x 36" Aluminum C10 Rail Section Kit Stair (Black Fine Texture (Includes Rails, Square Balusters, and Stair Mounts... [QC:28722537] ◆ DISCOUNT \$66.93 OFF EACH		1005395517	\$267.71 / each \$200.78 / each	2	\$401.56
 Westbury Tuscany 6' x 36" Aluminum C10 Rail Section Kit Level (Black Fine Texture (Includes Rails, Square Balusters, and Wall Mounts)... [QC:28722537] ◆ DISCOUNT \$66.93 OFF EACH		1005395517	\$267.71 / each \$200.78 / each	3	\$602.34
 Westbury Tuscany 5' x 36" Aluminum C10 Rail Section Kit Level (Black Fine Texture (Includes Rails, Square Balusters, and Wall Mounts)... [QC:28722537] ◆ DISCOUNT \$60.34 OFF EACH		1005395517	\$244.36 / each \$181.02 / each	5	\$905.10
 Westbury Tuscany 4' x 36" Aluminum C10 Rail Section Kit Level (Black Fine Texture (Includes Rails, Square Balusters, and Wall Mounts)... [QC:28722537] ◆ DISCOUNT \$49.64 OFF EACH		1005395517	\$198.55 / each \$148.91 / each	4	\$595.64
 Westbury 2" Aluminum C10-C80 Post Kit Stair (Black Fine Texture (Post Kit includes 2" x 2" x 47" Post, Post Cap, and 2 Piece Post Fla... [QC:28722537] ◆ DISCOUNT \$26.75 OFF EACH		1005395517	\$106.99 / each \$80.24 / each	14	\$1,123.36
 Westbury 2" Aluminum C10-C80 Stair Crossover Kit Stair (Black Fine Texture (Used to Create Stair Crossover on an Existing Post. Post... [QC:28722537] ◆ DISCOUNT \$15.67 OFF EACH		1005395517	\$62.70 / each \$47.03 / each	14	\$658.42
 Westbury 2" Aluminum C10-C80 Post Kit Level (Black Fine Texture (Post Kit includes 2" x 2" x 36" Post, Post Cap, and 2 Piece Post Fla... [QC:28722537] ◆ DISCOUNT \$24.58 OFF EACH		1005395517	\$98.33 / each \$73.75 / each	10	\$737.50



Customer Quote


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Sales Person AEA2URI

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Store # 2714

Location 3132 BUEKER DRIVE, SAGINAW, MI 48604

Item Description	Model #	SKU #	Unit Price	Qty	Subtotal
 Outside Delivery ◆ MARKDOWN \$79.00 OFF EACH		515663	\$79.00 / each \$0.00 / each	1	\$0.00
Prices Valid Through: 09/05/2022 at The Home Depot #2714			Subtotal		\$12,687.26
			Discounts		-\$3,194.97
			Sales Tax		\$0.00
			Quote Total		\$9,492.29



500 West Big Beaver
Troy, MI 48084
troymi.gov

I-05

CITY COUNCIL AGENDA ITEM

Date: September 12, 2022

To: Mark F. Miller, City Manager

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

Subject: Budget Amendment and Standard Purchasing Resolution 4: Oakland County and OMNIA Partners Purchasing Cooperatives – Phase II HVAC Upgrades and Boiler Replacements, and Building Management System Controls Integration at the Troy Community Center

History

- The Community Center was constructed in 2 separate phases. The first phase was built in 2002 and consisted of the west portion of the facility with the east portion following in 2003.
- The HVAC system for the Community Center consists of 9 separate Roof Top Heating, Ventilation, and Air Conditioning (RTU) Units, 9 Energy Recovery Ventilation (ERV) Units, and 2 hot water boilers for heating.
- These units are all approaching the end of life and should be replaced.
- Phase I of the HVAC replacement was approved by City Council in FY 22 (Resolution #2021-11-174).
- Phase II includes RTU 3-1 and 4-1 along with the energy recovery units associated with each unit and their building management system control (BMSC) integration. Also included in Phase II is the heating system boilers and pumps along with the building management system integration.
- In 2018 a complete Facility Condition Assessment and Analysis (FCA) was conducted. The Analysis identified and recommended the replacement of the Community Center HVAC RTU/ERV units and boilers through the regular capital renewal process.

Purchasing

- Pricing for Phase II HVAC Upgrades and Boiler Replacements at the Community Center has been secured from *Limbach Inc. of Pontiac, MI* as detailed in the attached proposals through the Oakland County Cooperative Contract #009746.
- Pricing for the installation of the Building Management System Controls Integration has been secured from *MCMI Facility Automation (MCMI) of Sterling Heights, MI* through the OMNIA Partners Cooperative Purchasing Contract #R220703 and as detailed in the attached proposal.
- City Council authorized participation in the Cooperative Purchasing Programs on November 8, 2021 (Resolution #2021-11-160).



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CITY COUNCIL AGENDA ITEM

Financial

The acquisition for Phase II HVAC Upgrades and BMSC Integration will require a budget appropriation amendment in the amount of \$54,820 to the Community Center Capital Fund under Project Number 2023C0045 for the 2023 fiscal year due to increased project costs. Expenditures will be charged to account number 401.752.755.7975.125.

The acquisition for the Boiler Replacements and BMSC Integration will require a budget appropriation amendment in the amount of \$48,780 to the Community Center Capital Fund under Project Number 2023C0049 for the 2023 fiscal year due to increased project costs. Expenditures will be charged to account number 401.752.755.7978.045.

	<u>Capital Fund Account Number</u>	<u>Budgeted Amount</u>	<u>Estimated Project Cost</u>	<u>Project Number</u>
HVAC Phase II	401.752.755.7975.125	\$700,000	\$754,820	2023C0045
Boiler Replacement	401.752.755.7978.045	\$400,000	\$448,780	2023C0049

Recommendation

City Management recommends that the bid process be waived and a contract be awarded to *Limbach Inc. of Pontiac, MI* for Phase II HVAC Upgrades and Boiler Replacements at the Community Center for an estimated cost of \$987,177 with a 10% contingency, as detailed in the attached proposals and per the Oakland County Cooperative Purchasing Contract #009746.

City Management recommends that the bid process be waived and a contract be awarded to *MCM/ Facility Automation of Sterling Heights, MI* for Building Management System Controls for an estimated cost of \$107,000 with a 10% contingency, as detailed in the attached proposal and per the OMNIA Partners Cooperative Purchasing Contract #R220703.

It is also recommended that City Council approve budget amendments to the Community Center Capital Funds in the amount of \$103,600.



August 2, 2022

City of Troy – Community Center
3179 Livernois
Troy, MI 48083

Project: RTU/ERU Replacement

Limbach Co. is pleased to provide you with a proposal for the following specific scope of work, qualifications, and exclusions:

Scope of Work:

This proposal is based on Limbach to provide all necessary tools, equipment, materials and labor to perform the following:

- Disconnect and remove existing 2 RTU's (labeled 3-1 & 4-1) and 2 ERU's (labeled 3-1 & 4-1)
- Disconnect all gas, power, and controls connections on the units prior to removal
- Furnish and install new curb adapters.
- Reconnect the gas and electrical feeds
- Dispose of all failed components.

Also Included

- All hoisting and rigging
- Deliveries
- Test, Check & Start for proper operations

Qualifications

1. It is assumed that all additional existing equipment, controls, and piping, isolation valves, ductwork, and other systems are in proper working condition and do not require repair, replacement or rehabilitation.
2. Owner to facilitate adequate access to the building during the installation.
3. All work to be performed using Union personnel.
4. Limbach's proposal is subject to a thorough review of scope, price, and schedule; and to mutually agreeable terms and conditions of the contract.
5. **This proposal is valid for seven (7) days and is subject to the attached Terms & Conditions. If this proposal meets with your approval, please sign and return one (1) copy of this letter.**
6. **Credit card transactions are subject to an additional 2.75% fee**
7. **Any and all lead times are estimates and are subject to change due to supply chain and/or shipping delays.**
8. **Pricing per Oakland County Contract 009746.**

926 FEATHERSTONE ROAD
PONTIAC, MI 48342

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Exclusions: *(Other than stated in the above scope of work)*

1. Removal or relocation of conflicting services, utilities, lights, or sprinklers.
2. Other repairs needed that are found on the existing system during the installation.
3. Temporary utilities or HVAC.
4. Controls.
5. Engineering Drawings.
6. Asbestos or hazardous material abatement.
7. Painting of any kind.
8. Premium Time.
9. Disable or bypass of smoke detection systems during construction activities.
10. Dumpster for construction or demolition debris.

Total Investment for the above scope of work - \$630,200.00

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This proposal is valid for 7 days from the date listed above. ALL labor is to be performed during normal business hours of Monday - Friday 7:00 am to 3:30 pm, unless specifically noted in this contract. Upon execution as provided below, this agreement, including the following pages attached hereto (collectively the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Approved by:

Signature

Date

Print Name

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PROJECT AGREEMENT TERMS AND CONDITIONS

pg. 1 of 2

The following terms and conditions are incorporated into and made a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours. Customer will provide to Contractor reasonable means of access to the equipment, including removal, replacement, or refinishing of the building structure required.
2. Contractor shall repair or replace any of the Work performed by Contractor or its subcontractors which is proven to be defective in quality of material or workmanship within one (1) year from the date of beneficial use by the Customer, or from the date of acceptance, whichever is the earlier, provided Contractor has been given prompt, written notice of any such defects. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. TERMS OF PAYMENT: 1/3 upon approval of the proposal, progress billings, and balance due 30 days from the final invoice. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall pay a late charge on the balance outstanding at the lesser of (a) 1 ½% per month or (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.
4. If at the time the order is placed, the cost of raw materials should exceed 5% over the original estimate, the additional cost will be added to the total investment price.
5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder. The amount of any taxes for which Contractor may become liable for or in connection with its performance under this Agreement shall be in addition to the amount of the Agreement.
6. In the event Customer requests that Contractor perform work beyond the Scope of this Agreement, the cost of materials and labor will become an extra charge (fixed price amount to be negotiated or performed by Contractor on a time-and-material basis at Contractor's rates then in effect.)
7. In the event that Contractor must commence any action against Customer to recover amounts due hereunder, Customer shall reimburse Contractor for its attorney's fees and court costs associated with such action.
8. In the event of a breach by Contractor of the terms of this Agreement, or in the event Customer incurs any liability in connection with the performance of the Work by Contractor, Customer's sole and exclusive remedy against Contractor shall be for Contractor to repair or replace the Work in accordance with the warranty or, if such Work cannot be repaired or replaced, to refund to Customer the amount paid to Contractor under this Agreement, not to exceed Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with the Work, whether by reason of breach of contract, tort (including negligence), statute or otherwise exceed the amount paid by Customer to Contractor for the Work. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE OR LIABLE FOR DAMAGES ARISING FROM LOSS OF USE, LOSS OF BUSINESS AND/OR PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSE, CLAIMS OF CUSTOMER'S CLIENTS OR TENANTS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING OUT OF ITS PERFORMANCE UNDER THIS AGREEMENT, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Any action against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.

9. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of labor, machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.

PROJECT AGREEMENT TERMS AND CONDITIONS

pg. 2 of 2

10. Contractor shall not be liable for any claim, damage, loss, or expense nor for injuries to persons, or damage to property. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the

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performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.

11. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.

Contractor's obligation under this proposal and any subsequent contract does not include the disposal of used oil and/or refrigerant (contaminated or otherwise). Customer shall be solely responsible for the proper disposal of all oil and/or refrigerant in accordance with the applicable laws, rules and regulations.

12. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the Agreement price equitably adjusted. Customer shall defend, indemnify, and hold harmless Contractor for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the Customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the Customer's facility, arising out of or in connection with Contractor's work under this Agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).

13. In the event that Customer cancels or terminates this Agreement for any reason, other than a material breach by Contractor, Customer shall pay Contractor for all Services performed through the date of termination, plus cancellation charges and reasonable overhead and profit.

14. This Agreement, including the Terms and Conditions, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof and can be amended only by an agreement, in writing, signed by all parties hereto. This Agreement shall not be assignable by Customer without the express prior written consent of Contractor. This Agreement shall be governed by and construed in accordance with the laws of the State where the Work is performed, without giving effect to that State's conflicts of laws principles.

- - - END OF TERMS AND CONDITIONS - - -

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August 2, 2022

City of Troy – Community Center
3179 Livernois
Troy, MI 48083

Project: Boiler 1 & 2 and Pump Replacement

Limbach Co. is pleased to provide you with a proposal for the following specific scope of work, qualifications, and exclusions:

Scope of Work:

This proposal is based on Limbach to provide all necessary tools, equipment, materials and labor to perform the following:

- Isolate the existing boiler from power, water, gas and control wiring.
- Disconnect the existing venting, wiring, and piping from the boilers.
- Remove the existing boilers from the site.
- Disconnect and remove the existing expansion tank.
- Install a new expansion tank and piping.
- Install two new condensing Raypak boilers.
- Install new venting from the boilers to the outdoors.
- Field fabricate the existing piping to match the new boilers.
- Install two new HHW pumps serving boilers 1 & 2.
- Field fabricate the existing piping to match the new HHW pumps.
- Install new triple duty valves and butterfly shutoff valves off of the new HHW pumps.
- Remove all of the combustion air fans and duct work and cap the intake louver at the exterior wall.
- Insulate all new piping.
- Provide and install emergency stop switches as required.
- Dispose of all failed components.

Also Included

- All hoisting and rigging
- Deliveries
- Test, Check & Start for proper operations

Qualifications

1. It is assumed that all additional existing equipment, controls, and piping, isolation valves, ductwork, and other systems are in proper working condition and do not require repair, replacement or rehabilitation.
2. Owner to facilitate adequate access to the building during the installation.

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3. All work to be performed using Union personnel.
4. Limbach's proposal is subject to a thorough review of scope, price, and schedule; and to mutually agreeable terms and conditions of the contract.
5. **This proposal is valid for seven (7) days and is subject to the attached Terms & Conditions. If this proposal meets with your approval, please sign and return one (1) copy of this letter.**
6. **Credit card transactions are subject to an additional 2.75% fee**
7. **Any and all lead times are estimates and are subject to change due to supply chain and/or shipping delays.**
8. **Pricing per Oakland County Contract 009746.**

Exclusions: *(Other than stated in the above scope of work)*

1. Removal or relocation of conflicting services, utilities, lights, or sprinklers.
2. Other repairs needed that are found on the existing system during the installation.
3. Temporary utilities or HVAC.
4. Controls.
5. Engineering Drawings.
6. Asbestos or hazardous material abatement.
7. Painting of any kind.
8. Premium Time.
9. Disable or bypass of smoke detection systems during construction activities.
10. Dumpster for construction or demolition debris.

Total Investment for the above scope of work - \$356,977.00

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This proposal is valid for 7 days from the date listed above. ALL labor is to be performed during normal business hours of Monday - Friday 7:00 am to 3:30 pm, unless specifically noted in this contract. Upon execution as provided below, this agreement, including the following pages attached hereto (collectively the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Approved by:

Signature

Date

Print Name

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PROJECT AGREEMENT TERMS AND CONDITIONS

pg. 1 of 2

The following terms and conditions are incorporated into and made a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours. Customer will provide to Contractor reasonable means of access to the equipment, including removal, replacement, or refinishing of the building structure required.
2. Contractor shall repair or replace any of the Work performed by Contractor or its subcontractors which is proven to be defective in quality of material or workmanship within one (1) year from the date of beneficial use by the Customer, or from the date of acceptance, whichever is the earlier, provided Contractor has been given prompt, written notice of any such defects. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. TERMS OF PAYMENT: 1/3 upon approval of the proposal, progress billings, and balance due 30 days from the final invoice. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall pay a late charge on the balance outstanding at the lesser of (a) 1 ½% per month or (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.
4. If at the time the order is placed, the cost of raw materials should exceed 5% over the original estimate, the additional cost will be added to the total investment price.
5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder. The amount of any taxes for which Contractor may become liable for or in connection with its performance under this Agreement shall be in addition to the amount of the Agreement.
6. In the event Customer requests that Contractor perform work beyond the Scope of this Agreement, the cost of materials and labor will become an extra charge (fixed price amount to be negotiated or performed by Contractor on a time-and-material basis at Contractor's rates then in effect.)
7. In the event that Contractor must commence any action against Customer to recover amounts due hereunder, Customer shall reimburse Contractor for its attorney's fees and court costs associated with such action.
8. In the event of a breach by Contractor of the terms of this Agreement, or in the event Customer incurs any liability in connection with the performance of the Work by Contractor, Customer's sole and exclusive remedy against Contractor shall be for Contractor to repair or replace the Work in accordance with the warranty or, if such Work cannot be repaired or replaced, to refund to Customer the amount paid to Contractor under this Agreement, not to exceed Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with the Work, whether by reason of breach of contract, tort (including negligence), statute or otherwise exceed the amount paid by Customer to Contractor for the Work. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE OR LIABLE FOR DAMAGES ARISING FROM LOSS OF USE, LOSS OF BUSINESS AND/OR PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSE, CLAIMS OF CUSTOMER'S CLIENTS OR TENANTS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING OUT OF ITS PERFORMANCE UNDER THIS AGREEMENT, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Any action against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.

9. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of labor, machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.

PROJECT AGREEMENT TERMS AND CONDITIONS

pg. 2 of 2

10. Contractor shall not be liable for any claim, damage, loss, or expense nor for injuries to persons, or damage to property. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the

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performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.

11. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.

Contractor's obligation under this proposal and any subsequent contract does not include the disposal of used oil and/or refrigerant (contaminated or otherwise). Customer shall be solely responsible for the proper disposal of all oil and/or refrigerant in accordance with the applicable laws, rules and regulations.

12. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the Agreement price equitably adjusted. Customer shall defend, indemnify, and hold harmless Contractor for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the Customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the Customer's facility, arising out of or in connection with Contractor's work under this Agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).

13. In the event that Customer cancels or terminates this Agreement for any reason, other than a material breach by Contractor, Customer shall pay Contractor for all Services performed through the date of termination, plus cancellation charges and reasonable overhead and profit.

14. This Agreement, including the Terms and Conditions, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof and can be amended only by an agreement, in writing, signed by all parties hereto. This Agreement shall not be assignable by Customer without the express prior written consent of Contractor. This Agreement shall be governed by and construed in accordance with the laws of the State where the Work is performed, without giving effect to that State's conflicts of laws principles.

- - - END OF TERMS AND CONDITIONS - - -

926 FEATHERSTONE ROAD
PONTIAC, MI 48342

P: 248-391-1411 | F: 248-975-5860 | limbachinc.com

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MCMC

Facility Automation Services

6540 Diplomat Drive
Sterling Heights MI, 48314
P 586.726.7500 F 586.726.7504
E-Mail: dlemke@mcmi.net

Proposal

City Of Troy
Facility and Grounds Operations Manager
Troy, Mi.

Date: 8-25-22
Page: 1 of 2
Estimator: drl
Terms: Net 30 Days

Email: Dennis Trantham

Project Name: City Of Troy – 2023 Equipment Replacement Project
BMS/Temperature Controls
Community Center (RTU-3-1, 4-1, & ERV-3-1, 4-1)
Community Center (Boiler 1 & 2 and Circ Pumps)

As the Schneider Electric/Andover Controls Omnia Partner rep. for the state of Michigan, we are pleased to submit BMS/Temperature Control budget pricing for HVAC replacement equipment at the above locations.

Community Center (RTU's/ERV's) Cost:	\$56,000.00
Community Center (Boilers & Circ. Pumps) Cost:	\$51,000.00

General scope of work is to reuse the existing BMS installation for new (AAON) RTU's, (Greenheck) ERV's, and is based on the attached drawings & Limbach Proposals.

SCOPE OF WORK:

- Maintain the existing BMS/Temperature control system throughout each facility during construction.
- Remove existing BMS wiring for re-installation at new equipment to be replaced.
- Remove existing devices for re-installation at new equipment where possible.
- Furnish and install any new devices such as control relays, current sensors, temperature sensors, etc. where needed.
- Furnish and install control system interlocks with associated equipment.
- Reuse the existing installation as much as possible including conduit, fittings, wire etc.
- Reconnect existing smoke detector or fire alarm wiring.
- Update graphics interface if needed to accommodate new equipment.
- Furnish all programming, commissioning and startup services for the HVAC/BMS system.
- Coordinate work with contractor (Limbach) & equipment tech for on-site setup.
- Update control drawings for installation.
- Furnish (1) on site owner training session at each building.
- It is assumed that all existing BMS controllers and components are in good working condition and will not require replacement, repair or service.
- All existing safety devices such as smoke detectors etc. will remain as installed.
- Included are all applicable taxes, freight and insurance.
- All work to be in accordance with state and local codes and the City of Troy installation standards.

- All work to be performed during normal working hours Monday through Friday from 7:00 AM to 5:00 PM excluding holidays.
- Furnish a one-year labor and material warranty on new devices furnished under this scope.

Not Included:

- Community Center RTU-3-1 & RTU-4-1 Supply and Return Fan CFM components.
- Labor and Performance Bond.
- Permit.
- Power wiring.
- Smoke Detectors or fire alarm work other than reconnection at the RTU safety circuit.
- Any new roof penetrations, conduit, wire, etc. other than what needs to be replaced on the roof at the units due to demo.

Work will be scheduled so as not to interrupt the daily functions of the building use.

Material delivery is 4 to 6 weeks from release of work.

Thank you for this opportunity to be of service. If any questions or concerns, please call.

Respectfully submitted,

Daryl Lemke

Daryl Lemke
Project Estimator

This price is firm for 60 days from the above date.

Please sign proposal and return duplicate copy.

2

Accepted by:

Title:

Date:

This proposal is firm for 60 days from date above. The standard Terms and Conditions of sale are attached under the title of TERMS AND CONDITIONS. Please sign proposal and return Acceptance copy. Keep Original for your records.



1675 Green Road
Ann Arbor, MI 48105-2530

T 734.662.3246
800.653.2483
F 734.662.8083
mml.org

July 18, 2022

Michigan Municipal League Annual Meeting Notice

(Please present at the next Council, Commission or Board Meeting)

Dear Official:

The Michigan Municipal League Annual Convention will be held in Muskegon, October 19-21, 2022. The League's "Annual Meeting" is scheduled for 4:30 pm on Wednesday, October 19 in Section D meeting room at the VanDyk Mortgage Convention Center. The meeting will be held for the following purposes:

1. Policy. A) To vote on the Core Legislative Principles document.

In regard to the proposed League Core Legislative Principles, the document is available on the League website at <http://www.mml.org/delegate>. If you would like to receive a copy of the proposed principles by fax or email, please call Monica Drukis at the League at 800-653-2483.

B) If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on. (See #1 on page 2.)

In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by September 18, 2022.

2. Other Business. To transact such other business as may properly come before the meeting.

Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting <http://www.mml.org/delegate> no later than September 18, 2022.

We love where you live.



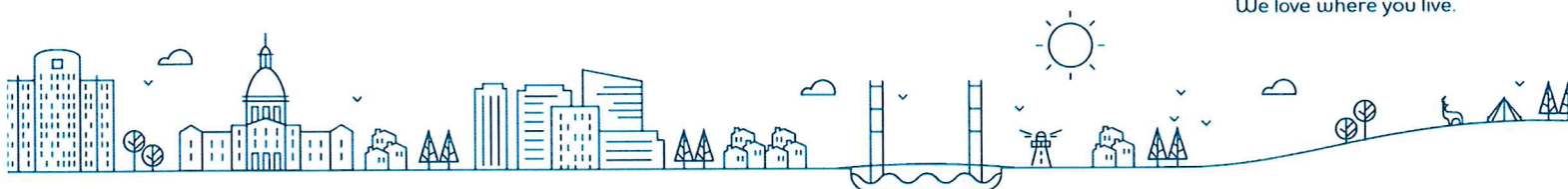
Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

“Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative.”

1. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and “no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting.” Thus, the deadline this year for the League to receive resolutions is September 18, 2022. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.

Further, “Every proposed resolution submitted by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or modification thereof.”



2. Posting of Proposed Resolutions and Core Legislative Principles

The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website, or at the League registration desk to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Wednesday, October 19 at 4:30 pm in the Delta Hotel for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

Sincerely,



Barbara Ziarko
President
City Council, Sterling Heights



Daniel P. Gilmartin Executive
Director & CEO



A. CALL TO ORDER:

A Regular Meeting of the Troy City Council was held on Monday, August 22, 2022, at City Hall, 500 W. Big Beaver Rd. Mayor Baker called the meeting to order at 6:02 PM.

B. ROLL CALL:

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

C. PUBLIC COMMENT:**D. BUSINESS STATED IN THE SPECIAL MEETING NOTICE:****D-1 City of Troy Expenditures**

City Manager Mark Miller opened the discussion and commented on this series of Special Meetings.

Asst. City Manager Bruner began by explaining that the Survey is now available to residents, and if residents were not in the initial sample, they can still take the survey by using the code "Troy". He presented the topic of Expenditures.

Council Member Abraham questioned if the graph in the presentation regarding governmental expenses is similar to what other cities experienced. Mr. Bruner answered that the Library Millage in 2011, for example, affected the data. Mr. Miller commented that cuts were made, but continued to show reduced expenditures on the graph for years afterward. Mr. Bruner commented that post-recession expenditures will depend on whether cities passed tax increases.

Council Member Hodorek commented that decisions were made to protect the AAA Bond rating, and she questioned how many communities were in the same position. Mr. Miller responded that Oakland County, Bloomfield Township and Birmingham have AAA Bond ratings. Mr. Miller explained that the cuts occurred, and the City spent the Fund Balance that had built up on Capital Improvement projects. Council Member Hodorek asked if the millage cap is still a factor in prioritizing spending. Mr. Miller responded that the City Charter does not dictate the amounts of millages. He said the splits and Headlee rollbacks have been self-imposed by practice. CFO Rob Maleszyk explained that the millage amount for the General Fund is sufficient and any extra is transferred to Capital Fund. Mr. Miller added that they would look at the yearly transfer to the Capital Fund if times got tough.

Council Member Brooks asked how the Fund Balance plays into the expenses. Mr. Bruner responded that the Fund Balance is a “rainy day” fund; however, the City has a policy requiring that it falls between certain percentages of operations. Mr. Bruner said that excess Fund Balance is typically spent on one-time expenses, like capital projects. Mr. Miller said that what is not spent automatically switches over to Fund Balance after June 1st. Council Member Brooks asked if Fund Balance is budgeted. Mr. Maleszyk responded that they look at excess Fund Balance as a part of the annual budget process and provide extra expenditures to draw down the Fund Balance and keep it within the parameters of the policy.

Council Member Brooks asked if the number of employees have dropped overall. Mr. Miller said there was considerable cuts in 2009 and 2010. Mr. Bruner said the employment data is in the statistical section of the Financial Report. Mr. Miller said there was a significant hit to the Police Department and incentives saved a lot of money. He added that the employee numbers have not returned to pre-recession levels. Mr. Bruner commented that department staff has decreased; however, the use of outside contractors has increased.

Council Member Chamberlain-Creanga questioned the impact public safety has on expenditures. Mr. Maleszyk said using a paid firefighter model, like Sterling Heights, would require an additional 3 mills. He said the Police Department being short on police officers adds up to a substantial amount of money each year.

Council Member Hamilton asked about the comparison of other communities to Troy in relation to public safety, recreation culture, legacy costs or debt. Mr. Maleszyk said geographic area has a heavy impact on staffing levels.

Mayor Pro Tem Erickson Gault asked that the PowerPoint presentation be provided on the website. Mr. Bruner responded that it has been posted on the website. Mayor Pro Tem Erickson Gault commented that it would be helpful to have the comparison of the expenditures to the revenues for the years provided. She asked for clarification on the negative trend in some of the categories. Mr. Bruner explained how the trends changed. Mr. Miller explained how eliminating a specific service and cost did not impact the desirability of the community. Mr. Bruner commented that the resident survey will help the City determine satisfaction on level of services. Mayor Pro Tem Erickson Gault said that minimum needs are met, so the question becomes do the residents have adequate quality life in amenities in Troy compared to other communities. Mr. Miller commented that Rochester Hills relies on another entity for recreation services. Mr. Bruner commented that Rochester Hills has a dedicated revenue source for those services.

Mayor Baker commented that he has several questions about costs to repair the Aquatic Center, City Hall, talk about tennis courts, and the facilities assessment. He said that the negative trend in expenditures for public safety does not accurately reflect that City Council has increased the budget for public safety each year and that the trend is because there are several vacancies that need to be filled. Council Member Hamilton also commented that there was a large reduction in legacy costs.

Mayor Baker said there are some topics that should be discussed before the Advance, such as what they want to do with the Aquatic Center. He also said it seems residents complain the most about recreation and services that are lacking. He suggested City Council focus on what can be done there, and he questioned the expectations of City Council and what are the next steps. Mr. Bruner said City Management has information available for discussion in a few

weeks and will provide the comparison of revenues and expenditures. He said the discussion during these meetings covered the baseline financial information before heading into the Advance.

Mr. Miller commented that if City Council has anything that they would like Administration to research to let them know. Mr. Bruner said the survey results in October will help guide the research and provide revenue options for the Advance.

Council Member Hamilton commented that revenues are up to the voters. He said facilities are the biggest need right now and gathering cost information. He also said getting detailed information on public safety and what could be spent with a dedicated revenue source.

Mr. Miller asked Mr. Bovensiep and Mr. Trantham when a new facilities study will be needed. Mr. Bovensiep said they will need to re-engaging that process in the next couple of years. He said they are not keeping up with what the plan suggested.

Council Member Hamilton said having another meeting for these discussions and have that information before the Advance. Mr. Miller commented that it is important to look at the 5-year Capital Plan and what will be coming down the road.

Mayor Baker encouraged City Council to forward any question to City Administration in preparation for the September 12th Special Study Meeting.

Council Member Hodorek commented on the good decision and importance of prioritizing Fund Balance money spent on roads.

E. OTHER BUSINESS:

F. ADJOURNMENT:

The Meeting **ADJOURNED** at 7:07 PM.

Mayor Ethan Baker

M. Aileen Dickson, MMC, MiPMC II
City Clerk

2022 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

September 12, 2022..... Future Budget Planning
October 3, 2022..... Future Budget Planning
November 19, 2022..... City of Troy Advance

2022 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

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

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

A. CALL TO ORDER:

A Regular Meeting of the Troy City Council was held on Monday, August 22, 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 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:

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 – None

- a) Mayoral Appointments: None

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

Resolution #2022-08-116

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:

Parks and Recreation Board

Appointed by Council

7 Regular Members and 1 Troy School Board of Education Representative
Regular Member: 3 Year Term / Troy School Board Member: 1 Year Term

Nominations to the Parks and Recreation Board:**Term Expires: 7/31/2023****Timothy Fulcher****Troy School Board
of Education Rep.**

Term currently held by: Timothy Fulcher

Yes: All-7
No: None

MOTION CARRIED

Resolution #2022-08-117

Moved by Erickson Gault

Seconded by Chamberlain-Creanga

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

Parks and Recreation Board

Appointed by Council

7 Regular Members and 1 Troy School Board of Education Representative
Regular Member: 3 Year Term / Troy School Board Member: 1 Year Term

Nominations to the Parks and Recreation Board:**Term Expires: 7/31/2023****Aanya Shah****Student**

Term currently held by: Akshitha Sahu

Yes: All-7

No: None

MOTION CARRIED

I-3 No Closed Session Requested

I-4 Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Troy Civic Center Pavilion – Design Development, Construction Documents, and Bidding Assistance (*Introduced by: Kurt Bovensiep, Public Works Director*)

Resolution #2022-08-118

Moved by Baker

Seconded by Erickson Gault

RESOLVED, That Troy City Council hereby **APPROVES** to expend budgeted Capital funds to *OHM Advisors, of Livonia, MI*, for the Design Development, Construction Documents, and Bidding Assistance of Troy Civic Center Pavilion and Ice-Skating Facility as presented for a total estimated cost of \$297,000, not to exceed budgetary limitations.

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

Yes: All-7

No: None

MOTION CARRIED

I-5 Budget Amendment and Standard Purchasing Resolution 4: OMNIA Partners Cooperative Purchasing Contract – Multi-Modal Transit Center, City Hall and Library Closed-Circuit Monitoring Equipment and Installation and Additional Access Control Devices (*Introduced by: Dennis Trantham, Facilities and Grounds Operations Manager*)

Resolution #2022-08-119

Moved by Hodorek

Seconded by Brooks

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to furnish and install upgrades and additional devices to the closed-circuit monitoring equipment and access control devices at the Multi-Modal Transit

Center, City Hall and Library to *Wadsworth Solutions of Southgate, MI*, based on the OMNIA Partners Cooperative Purchasing Contract #R220703 for an estimated total of \$212,655, not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract for annual service/maintenance to *Wadsworth Solutions* for an estimated total of \$105,600, not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment in the amount of \$80,000 to the Multi-Modal Transit Center Capital Fund.

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

Yes: All-7
No: None

MOTION CARRIED

J. CONSENT AGENDA:

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

Resolution #2022-08-120-J-1a
Moved by Abraham
Seconded by Erickson Gault

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

Yes: All-7
No: None

MOTION CARRIED

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

J-2 Approval of City Council Minutes

Resolution #2022-08-120-J-2

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

- a) Special City Council Minutes-Draft – August 15, 2022
- b) City Council Minutes-Draft – August 15, 2022

J-3 Proposed City of Troy Proclamations:

Resolution #2022-08-120-J-3

- a) Proclamation Celebrating Atharva Dharphale, Zachary Balcoff, and Alicia Wang for Winning Top Honors in the 2022 Oakland County Finance Literacy Art Contest

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 4: Oakland County Cooperative Purchasing Contract – DPW Grounds Maintenance Garage Exterior Repairs**

Resolution #2022-08-120-J-4a

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *National Restoration of Milford, MI*, for the DPW Grounds Maintenance Garage Exterior Repairs for an estimated total amount of \$15,500 per the Oakland County Cooperative Purchasing Contract #005106, not to exceed budgetary limitations.

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

J-5 Fireworks Permit for Troy Family Daze 2022

Resolution #2022-08-120-J-5

RESOLVED, That Troy City Council hereby **ISSUES** a fireworks permit to *Great Lakes Fireworks, LLC of Eastpointe, Michigan*, for the public display of fireworks during the annual Troy Family Daze Festival; fireworks to be discharged, on Saturday, September 17, 2022; and a rain date of Sunday, September 18, 2022.

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

J-6 Fireworks Permit for Saint Joseph Chaldean Catholic Church 2022

Resolution #2022-08-120-J-6

RESOLVED, That Troy City Council hereby **ISSUES** a fireworks permit to *Saint Joseph Chaldean Church of Troy, Michigan*, for the public display of fireworks during the annual Feast of the Cross, which is a catholic holy day; fireworks to be discharged, on Wednesday, September 14, 2022, from 8:00PM to 8:20PM.

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

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:**

Mathew Varghese	Commented on various topics.
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There was a consensus of City Council to allow Mr. Varghese additional time to complete his comments.

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

Mayor Baker	<p>Thanked Mr. Varghese for his comments. He said that any issues with sidewalks, trees, and brush, can be handled by City Administration, and if there are additional issues, contact any member of City Council.</p> <p>Mr. Miller commented that notifying City Administration by email is a very efficient method.</p>
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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: None Submitted****O-2 Department Reports: None Submitted****O-3 Letters of Appreciation: None Submitted****O-4 Proposed Proclamations/Resolutions from Other Organizations: None Submitted****O-5 Notice of Hearing for the Gas Customers of Consumers Energy Company – Case No. U-21062**

Noted and Filed

P. COUNCIL COMMENTS:

P-1 Council Comments

Council Member Hodorek asked City Administration to provide more information about residential rental property inspection.

Mayor Baker announced the concert in the park. He reminded all drivers to watch out for school buses, and students, as schools go back in the next week.

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 7:59 PM.

Mayor Ethan Baker

M. Aileen Dickson, MMC, MiPMC II
City Clerk

2022 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

September 12, 2022..... Future Budget Planning
October 3, 2022..... Future Budget Planning
November 19, 2022..... City of Troy Advance

2022 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

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
CORNERSTONE COMMUNITY FINANCIAL CREDIT UNION
FOR THEIR PARTNERSHIP WITH CHILDREN'S HOSPITAL OF MICHIGAN**

WHEREAS, Cancer claims the lives of more children than all other childhood diseases combined. Worldwide, a child is diagnosed with cancer every three minutes; and

WHEREAS, **Cornerstone Community Financial Credit Union (CCFCU)** began partnering with Children's Hospital of Michigan (CHM) for Pediatric Cancer Awareness Month in 2016. Each September, the **CCFCU Team** connects with the team at CHM to evaluate their needs and to see how they can help. In the past three years, **CCFCU** has also included Toledo's ProMedica Children's Hospital since they have two branches in northern Ohio; and

WHEREAS, Teddy bear drives started in 2016 and they collected and donated approximately 6,000 bears and \$10,000 to pediatric cancer research over the next three years. In 2019, they started "**Cruisin' for a Cause**," because the hospital was part of a pilot program allowing kids to drive themselves into surgery or use ride-on cars to transfer rooms. **CCFCU** donated a total of 21 remote control ride-on cars (one has the Troy Fire Department patches and one has the Troy Police Department patches), split between CHM, the CHM Rehab Center and the Toledo Children's Hospital, plus \$6000; and

WHEREAS, In 2020, the **CCFCU Team** decided to "**Build Hope**" and collect 500 brand new Lego sets for the hospitals. Legos are easy to disinfect and children use them to build, imagine, dream, and play. The team along with their community members donated 800 brand new Lego sets to the hospitals; and

WHEREAS, "**Creating Courage**" was the 2021 program. The **CCFCU Team** collected and donated 1,000 creative items like crayons, craft kits, creative toys, journals, coloring books and more to the hospitals. September 2022, the goal of "**Squish Out Cancer**" is to collect and donate 1,000 Squishmallows, 500 to each hospital; and

WHEREAS, The community and **CCFCU** members have come together since 2016 and are always so generous during the drives for the hospitals. **CCFCU** matches each donation, so one donation always becomes two. The Team members have fun each year coming up with creative ways to fill the toy closets at the hospitals and bring awareness to pediatric cancer;

NOW, THEREFORE, BE IT RESOLVED, That the Mayor and City Council of the City of Troy hereby applaud and sincerely thank the **Cornerstone Community Financial Credit Union Team** for partnering with Children's Hospital of Michigan (CHM) for Pediatric Cancer Awareness Month since 2016; and

BE IT FURTHER RESOLVED, That the Mayor and City Council of the City of Troy invite all residents to recognize, celebrate, and also support the generosity and dedication of **the Cornerstone Community Financial Credit Union Team Members**, true heroes in our Troy community and beyond.

Presented this 19th Day of September 2022



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: September 12, 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
Scott Carruthers, Streets and Drains Operations Manager
Emily Frontera, Purchasing Manager

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

History

- There are over 520 miles of sidewalk in the City of Troy.
- The Streets Division is responsible for the inspection and repair of all sidewalks and driveway approaches, ensuring defects are corrected to provide a safe pedestrian walkway.
- Under Chapter 34.10, residents are responsible for the maintenance and repair of sidewalks abutting their property.
- After an inspection of sidewalks, the Streets Division notifies property owners of any defects and provides an opportunity for residents to either complete the repair themselves or to participate in Troy's sidewalk program.
- Under this program, the City manages the repairs and then invoices the residents for the work.
- It is usually least expensive for residents to participate in the program and allow the City to manage the work because there is a discount for larger volumes of sidewalk repair work.
- The City solicits bids for a contractor to perform sidewalk repairs. The current contract expired on June 30, 2022.
- Italia Construction of Washington Township, MI was the lowest bidder for the new contract. However, City Administration does not recommend awarding the bid to Italia Construction because Italia failed to complete the contract with the City in 2021.

Purchasing

- On August 18, 2022 a bid opening was conducted as required by the City Charter/Code for Sidewalk Replacement and Installation.
- The bid was posted on the MITN Purchasing Group website; www.bidnetdirect.com//city-of-troy-mi.
- Four hundred and forty (440) vendors were notified via the MITN website.



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

Purchasing (continued)

- Two (2) bid responses were received. Below is a detailed summary of potential vendors for the bid opportunity:

Companies notified via MITN	440
Troy Companies notified via MITN	7
Troy Companies - Active email Notification	7
Troy Companies - Active Free	0
Companies that viewed the bid	39
Troy Companies that viewed the bid	0

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

- After review of the bid proposals, the lowest bidder, Italia Construction, Inc., is not being recommended for award based on documented previous performance issues with the City's past sidewalk replacement contract. Bid award language states:

The evaluation and award of this bid shall be a combination of factors, including but not limited to: cost, professional competence, equipment, references, and the correlation of the proposal submitted to the needs of the City of Troy. The City reserves the right to award to the lowest responsible bidder meeting specifications; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations, whatever is deemed to be in the City of Troy's best interest.

- DiLisio Contracting, of Clinton Township, MI is within 5% of the low bidder.*
- DiLisio Contracting has been a successful contractor for the City of Troy for several years and meets specifications.*

Financial

Funds are budgeted and available in the Public Works New Construction and Replacement Construction Capital Funds under Project Numbers 2023C0034 and 2023C0035 for the fiscal year 2023. Expenditures will be charged to account numbers 401.447.513.7989.700 and 401.447.513.7989.650.

Recommendation

City Management recommends awarding a one (1) year contract with the option to renew for two (2) additional years to the most qualified bidder meeting specifications; *DiLisio Contracting Inc. of Clinton Township, MI* for an estimated total cost of \$750,000 per year at unit prices contained in the bid tabulation opened August 18, 2022 with all expenses not to exceed budgetary limitations, contract expiring June 30, 2025.

Opening Date: 08/18/2022
Date Reviewed: 08/18/2022

CITY OF TROY
BID TABULATION
SIDEWALK REPLACEMENT & INSTALLATION

ITB-COT 22-28
Page 1 of 2

VENDOR NAME:	Italia Construction Inc.	DiLisio Contracting Inc.
CITY:	Washington, MI	Clinton Twp., MI
CHECK #:	2016020019	2015986160
CHECK AMOUNT:	\$10,000.00	\$10,000.00

PROPOSAL: TO COMPLETE THE CITY OF TROY SIDEWALK REPLACEMENT AND INSTALLATION PROGRAM, AND MANHOLE REHABILITATION

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

ITEM #	DESCRIPTION	EST QTY ONE (1) YR	UNIT	UNIT PRICE	ESTIMATED 2022/2023 TOTAL	UNIT PRICE	ESTIMATED 2022/2023 TOTAL
1	Remove and Replace 4" Concrete	75,000	SF	\$7.13	\$534,750.00	\$8.00	\$600,000.00
2	Remove and Replace 6" Concrete	40,000	SF	\$8.33	\$333,200.00	\$8.00	\$320,000.00
3	Remove and Replace 8" Concrete	5,000	SF	\$9.33	\$46,650.00	\$8.50	\$42,500.00
4	Adjusting Drainage Structure	45	Each	\$255.00	\$11,475.00	\$300.00	\$13,500.00
5	Reconstruct Drainage Structure	40	LF	\$255.00	\$10,200.00	\$100.00	\$4,000.00
6	Remove and Replace Concrete Curb & Gutter, If Needed	1,200	LF	\$33.00	\$39,600.00	\$1.00	\$1,200.00
7	Install Handicap Ramps Per MDOT R-28-H	7,500	SF	\$8.33	\$62,475.00	\$12.00	\$90,000.00
8	Remove Concrete and replace with top soil and seed	2,000	SF	\$3.00	\$6,000.00	\$4.00	\$8,000.00
9	Tree Root Grind	350	Each	\$33.00	\$11,550.00	\$100.00	\$35,000.00
10	Class "A" Culvert, 12", If Needed	10	LF	\$33.00	\$330.00	\$1.00	\$10.00
11	6" Edge drain", If Needed	250	LF	\$1.00	\$250.00	\$1.00	\$250.00
12	Install Concrete Sidewalk, 4" as per specifications	5,000	SF	\$6.93	\$34,650.00	\$8.00	\$40,000.00
13	Install Concrete Sidewalk, 6" as per specifications	500	SF	\$8.13	\$4,065.00	\$10.00	\$5,000.00
14	Install Concrete Sidewalk, 8" as per specifications	250	SF	\$9.13	\$2,282.50	\$10.00	\$2,500.00
15	Install HCR Cheek Walls, 0"-18" in height	50	LF	\$33.00	\$1,650.00	\$100.00	\$5,000.00
16	Detectable Warning Tile	25	LF	\$49.00	\$1,225.00	\$100.00	\$2,500.00
17	Traffic Maintenance	Included	Included	Included		Included	
18	Soil Erosion Control	Included	Included	Included		Included	
19	Restoration	Included	Included	Included		Included	
PROPOSAL A: TOTAL ESTIMATED COST				\$1,100,352.50		\$1,169,460.00	

PROPOSAL B: Sanitary Manhole Rehabilitation

ITEM	DESCRIPTION	EST QTY ONE (1) YR	UNIT	UNIT PRICE	ESTIMATED 2021/2022 TOTAL	UNIT PRICE	ESTIMATED 2021/2022 TOTAL
1	Repair Sanitary Manhole Chimney	25	LF	\$465.00	\$11,625.00	\$240.00	\$6,000.00
2	Repair Gate Well Manhole Chimney	25	LF	\$465.00	\$11,625.00	\$240.00	\$6,000.00
3	External Seal – Sanitary Manhole Wrap	25	LF	\$235.00	\$5,875.00	\$150.00	\$3,750.00
4	Traffic Maintenance	Included	Included	Included		Included	
5	Items of Excavation, Removal & Restoration	Included	Included	Included		Included	

PROPOSAL B: TOTAL ESTIMATED COST				\$29,125.00		\$15,750.00	
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ESTIMATED GRAND TOTAL - PROPOSALS A & B:				\$1,129,477.50		\$1,185,210.00	
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CITY OF TROY
BID TABULATION
SIDEWALK REPLACEMENT & INSTALLATION

ITB-COT 22-28
Page 2 of 2

CONTACT INFORMATION:

PROPOSED PAYMENT SCHEDULE:

REFERENCES:

INSURANCE MET:

EXCEPTIONS:

SIGNED ADDENDUM:

ACKNOWLEDGEMENT:

FORMS:

VENDOR NAME:	Italia Construction Inc.	DiLisio Contracting Inc.
CITY:	Washington, MI	Clinton Twp., MI
Hours of Operation	7 - 5:30	8AM - 4 PM
24 Hr. Phone #	586-405-1347	586-405-4578
	Every 30 Days	Monthly
Y or N	Y	Y
Y or N	Y	Y
Y or N	NONE	NONE
Y or N	Y	Y
Y or N	Y	Y
Y or N	Y	Y

ATTEST:

(*Bid Opening conducted via a Zoom Meeting)

Scott Carruthers

Jodi Kolakowski

Emily Frontera

Purchasing Manager



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: September 12, 2022

To: Mark F. Miller, City Manager

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

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Parking Lot Maintenance Program – Lloyd Stage Nature Center, Fire Station 2 and City Hall East Parking Lot

History

- The Department of Public Works is responsible for the maintenance and repair of 32 paved municipal parking lots.
- Asphalt parking lots receiving an asphalt overlay have a general deterioration schedule of 7-15 years.
- The Department of Public Works schedules maintenance based on actual deterioration and request capital funds accordingly.
- The Lloyd Stage Nature Center, Fire Station 2 and City Hall East Parking Lots have deteriorated to the point of needing repair.
- The resurfacing project at the east parking lot at City Hall will take place on a weekend to accommodate vehicular traffic during normal business hours.
- The resurfacing project at the Lloyd Stage Nature Center requires the Nature Center to close for one day and will be directly coordinated with its programming.
- The resurfacing at Fire Station 2 will not disrupt the response to emergencies.

Purchasing

On August 18, 2022 a bid opening was conducted as required by City Charter and Code for the Parking Lot Maintenance Program- Lloyd Stage Nature Center, Fire Station 2 and City Hall East Parking Lots. The bid was posted on the MITN Purchasing Group website; www.bidnetdirect.com/city-of-troy-mi. Three hundred and sixty-five (365) vendors were notified via the MITN system. Two (2) bid responses were received. Below is a detailed summary of potential vendors for the bid opportunity:

Companies notified via MITN	365
Troy Companies notified via MITN	7
Troy Companies - Active email Notification	7
Troy Companies - Active Free	0
Companies that viewed the bid	22
Troy Companies that viewed the bid	1

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



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Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Purchasing (continued)

After reviewing the bid responses, *Asphalt Specialists, Inc of Pontiac, MI* was the low bidder meeting specifications and is being recommended for the asphalt resurfacing at the Lloyd Stage Nature Center, Fire Station 2 and City Hall East Parking Lots.

Lloyd Stage Nature Center	\$138,699.75
Fire Station 2	\$ 75,633.00
City Hall East Parking Lot	<u>\$142,879.20</u>
Total	<u>\$357,241.95</u>

Financial

Funds are budgeted and available in the Public Works Land Improvements Municipal Parking Lots Capital Fund under Project Number 2022C0053 for the 2023 fiscal year. Expenditures will be charged to account 401.464.7974.165.

Recommendation

City Management recommends awarding a contract to provide Parking Lot Maintenance to the existing parking lots at the Lloyd Stage Nature Center, Fire Station 2 and the City Hall East Parking Lot, for an estimated cost of \$357,241.95 plus a 25% contingency for an estimated total cost of \$446,552.44 not to exceed budgetary limitations to *Asphalt Specialists, Inc. of Pontiac, MI* at prices contained in the bid tabulation opened August 18, 2022. The awards are contingent upon the contractors' submission of properly executed bid documents including insurance certificates, and all other specified requirements.

CITY OF TROY
BID TABULATION
PARKING LOT MAINTENANCE

VENDOR NAME:	Asphalt Specialists	Best Asphalt, Inc.
CITY:	Pontiac, MI	Romulus, MI
CHECK AMOUNT:	\$5,000.00	\$5,000.00
CHECK #:	2016030965	9051228173

PROPOSAL: THE CITY OF TROY PARKING LOT MAINTENANCE PROGRAM AS SPECIFIED.

PROPOSAL A: Lloyd Stage Nature Center Parking Lot - 6685 Coolidge Highway

ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Cold Milling Pavement, 1.5 inch	25,896	SF	\$0.50	\$12,948.00	\$1.00	\$25,896.00
2.	Full Depth Asphalt Removal	11,296	SF	\$1.00	\$11,296.00	\$1.00	\$11,296.00
3.	Removal of existing 4" Concrete	150	SF	\$9.00	\$1,350.00	\$2.00	\$300.00
4.	Subgrade Undercutting- Remove and replace with 1X3	50	CY	\$85.00	\$4,250.00	\$60.00	\$3,000.00
5.	Aggregate Base, 21AA, Limestone, 6"	50	Ton	\$44.00	\$2,200.00	\$35.00	\$1,750.00
6.	HMA, 5e1, 2 inch	172	Ton	\$138.00	\$23,736.00	\$175.00	\$30,100.00
7.	HMA, 5e1, 1.5 inch	243	Ton	\$138.00	\$33,534.00	\$175.00	\$42,525.00
8.	HMA 3C, 2 inch	172	Ton	\$120.00	\$20,640.00	\$167.00	\$28,724.00
9.	HMA, Hand Patching	10	Ton	\$300.00	\$3,000.00	\$300.00	\$3,000.00
10.	Joint and Crack Cleanout	165	LF	\$15.00	\$2,475.00	\$10.00	\$1,650.00
11.	Pavt. Mrkg., Waterborne, 4 inch, Yellow	1,217	LF	\$0.75	\$912.75	\$0.50	\$608.50
12.	Pavt. Mrkg. Waterborne, 4 inch Blue	80	LF	\$0.75	\$60.00	\$0.50	\$40.00
13.	Pavt. Mrkg., Waterborne, yellow arrow, 8 ft	2	Each	\$44.00	\$88.00	\$75.00	\$150.00
14.	Pavt. Mrkg., Waterborne Blue Acc. symbol	4	Each	\$135.00	\$540.00	\$50.00	\$200.00
15.	6" edge drain if needed	125	LF	\$22.00	\$2,750.00	\$20.00	\$2,500.00
16.	Install Concrete Sidewalk, 4" as per specifications	225	SF	\$40.00	\$9,000.00	\$33.00	\$7,425.00
17.	Install Concrete Sidewalk, 6" as per specifications	160	SF	\$47.00	\$7,520.00	\$38.00	\$6,080.00
18.	Detectable Warning Tile	12	LF	\$200.00	\$2,400.00	\$165.00	\$1,980.00
19.	Turf Restoration	Included		N/C		N/C	
20.	Traffic Maintenance Control	Included		N/C		N/C	
Proposal A Total:				\$138,699.75		\$167,224.50	

PROPOSAL B: Troy City Hall East Parking Lot - 500 W. Big Beaver Road

ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Cold Milling Pavement, 1.5 inch	49,259	SF	\$0.30	\$14,777.70	\$0.70	\$34,481.30
2.	Full Depth Asphalt Removal	1,125	SF	\$1.10	\$1,237.50	\$1.00	\$1,125.00
3.	Subgrade Undercutting- Remove and replace with 1X3	25	CY	\$85.00	\$2,125.00	\$60.00	\$1,500.00
4.	Aggregate Base, 21AA, Limestone, 6"	50	CY	\$82.00	\$4,100.00	\$65.00	\$3,250.00
5.	HMA, 5e1, 2 inch	14	Ton	\$137.00	\$1,918.00	\$175.00	\$2,450.00
6.	HMA 5e1, 1.5 inch	446	Ton	\$137.00	\$61,102.00	\$175.00	\$78,050.00
7.	HMA 3C, 2 inch	14	Ton	\$160.00	\$2,240.00	\$167.00	\$2,338.00
8.	Concrete curb replacement	120	LF	\$140.00	\$16,800.00	\$95.00	\$11,400.00
9.	HMA, Hand Patching	10	Ton	\$300.00	\$3,000.00	\$300.00	\$3,000.00
10.	Joint and Crack Cleanout	179	LF	\$15.00	\$2,685.00	\$10.00	\$1,790.00
11.	Remove and Replace 4" Concrete Sidewalk	700	SF	\$25.00	\$17,500.00	\$24.00	\$16,800.00
12.	Rebuild/Reset Catch Basin Structure w/ 8' x 8' x8" concrete collar	3	Each	\$2,800.00	\$8,400.00	\$2,200.00	\$6,600.00
13.	Pavt. Mrkg., Waterborne, 4 inch, Yellow	2,632	LF	\$0.75	\$1,974.00	\$0.50	\$1,316.00
14.	Pavt. Mrkg., Waterborne, 4 inch, Blue	400	LF	\$0.75	\$300.00	\$0.50	\$200.00
15.	Pavt. Mrkg., Waterborne, Blue Acc. Symbol	11	Each	\$70.00	\$770.00	\$50.00	\$550.00
16.	6" Butt Joint	60	LF	\$20.00	\$1,200.00	\$10.00	\$600.00
17.	6" Edge Drain-if needed	125	LF	\$22.00	\$2,750.00	\$20.00	\$2,500.00
18.	Turf Restoration	Included		N/C		N/C	
19.	Traffic Maintenance Control	Included		N/C		N/C	
Proposal B Total:				\$142,879.20		\$167,950.30	

CITY OF TROY
BID TABULATION
PARKING LOT MAINTENANCE

VENDOR NAME: Asphalt Specialists Best Asphalt, Inc.

PROPOSAL C: Fire Station 2 - 5600 Livernois Road							
ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Cold Milling Pavement, 1.5 inch	26,566	SF	\$0.50	\$13,283.00	\$0.85	\$22,581.10
2.	Full Depth Asphalt Removal	80	SF	\$7.00	\$560.00	\$1.00	\$80.00
3.	Remove and replace 4" concrete sidewalk	56	SF	\$55.00	\$3,080.00	\$40.00	\$2,240.00
4.	Remove & Replace Concrete Curb & Gutter	15	LF	\$340.00	\$5,100.00	\$240.00	\$3,600.00
5.	Subgrade Undercutting- Remove and replace with 1X3	25	CY	\$85.00	\$2,125.00	\$60.00	\$1,500.00
6.	Aggregate Base, 21AA, Limestone, 6"	50	CY	\$82.00	\$4,100.00	\$65.00	\$3,250.00
7.	HMA, 5e1, 1.5 inch	240	Ton	\$150.00	\$36,000.00	\$175.00	\$42,000.00
8.	HMA 3C, 1.5 inch	2	Ton	\$300.00	\$600.00	\$167.00	\$334.00
9.	HMA, Hand Patching	10	Ton	\$300.00	\$3,000.00	\$300.00	\$3,000.00
10.	Joint and Crack Cleanout	250	LF	\$15.00	\$3,750.00	\$10.00	\$2,500.00
11.	Pavt. Mrkg., Waterborne, 4 inch, Yellow	660	LF	\$0.75	\$495.00	\$0.50	\$330.00
12.	Pavt. Mrkg., Waterborne, 4 inch, Blue	120	LF	\$0.75	\$90.00	\$0.50	\$60.00
13.	Pavt. Mrkg., Waterborne, Blue, Acc. Symbol	2	Each	\$65.00	\$130.00	\$50.00	\$100.00
14.	6" Butt Joint	30	LF	\$20.00	\$600.00	\$10.00	\$300.00
15.	6" Edge Drain-if needed	125	LF	\$22.00	\$2,750.00	\$20.00	\$2,500.00
16.	Turf Restoration	Included		N/C		N/C	
17.	Traffic Maintenance Control	Included		N/C		N/C	
Proposal C Total:				\$75,663.00		\$84,375.10	
Grand Total Proposals A, B & C:				\$357,241.95		\$419,549.90	

CONTACT INFORMATION: Hours of Operation:

24 Hr. Phone Number:

PROPOSED PAYMENT SCHEDULE:

ONSITE VISIT:

REFERENCES:

ABILITY TO MEET COMPLETION DATE:

INSURANCE:

WARRANTY:

EXCEPTIONS:

ACKNOWLEDGEMENT SIGNED:

VENDOR QUESTIONNAIRE INCLUDED:

FORMS:

Y OR N

Y OR N

Y OR N

Y OR N

Y OR N

Y OR N

Y OR N

Y OR N

Y OR N

7:30 - 4:30

248-334-4570

Monthly Progress
Payments

Y

Y

Y

Y

N/A

NONE

Y

Y

Y

6:00 AM to 7:00 PM

734-732-0588

30 Days

Y

Y

Y

Y

1 Year for Completion

NONE

Y

Y

Y

Low Bidder Meeting Specifications

Attest:

(*Bid Opening conducted via a Zoom Meeting)

Scott Carruthers

Jodi Kolakowski

Emily Frontera

Purchasing Manager



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-04c

CITY COUNCIL AGENDA ITEM

Date: September 12, 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 4: MiDEAL Cooperative Purchasing Agreement – Police & Fire Fleet Vehicles

History

- The two (2) vehicles being purchased are planned replacement vehicles used by the Police and Fire Departments.
- The two (2) obsolete vehicles will be removed from service and sold at auction with estimated proceeds of \$8,000.00.
- This purchase replaces existing vehicles that have reached intended life expectancy and does not increase the size of the existing Department of Public Works motor pool fleet.

Purchasing

- *Gorno Ford of Woodhaven, MI* is the total low bidder in the State of Michigan Cooperative Bid. The MiDEAL Contract (ID # 071B7700181) pricing is valid thru November 30, 2022 for Ford vehicles - passenger, patrol, trucks and vans.
- City Council authorized participation in the Cooperative Purchasing Programs on November 8, 2021 (Resolution #2021-11-160)
- On February 10, 2014 City Council authorized departments to utilize sites such as GovDeals.com to dispose of city owned surplus items (Resolution #2014-02-017-J-4a). Therefore, note that the city will utilize and market the two (2) obsolete vehicles on GovDeals.com site for optimal trade-in value.

Financial

Funds are available and budgeted in the Public Works Fleet Division Capital Fund for the 2023 Fiscal Year. Expenditures will be charged to account number 661.549.565.7981.

	<u>Unit Cost</u>	<u>Estimated Total</u>	<u>Project#</u>
(1) 2022 Ford Escape SUV – Police	\$27,535.00	\$27,535.00	2023C0111
(1) 2022 Ford F150 - Fire	\$47,370.00	\$47,370.00	2023C0112
Total		\$74,905.00	



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Recommendation

City Management requests authorization to purchase one (1) 2022 Ford Escape and one (1) 2022 Ford F150 from *Gorno Ford of Woodhaven, MI* for the Police and Fire Departments as per the MiDEAL Cooperative Purchasing contract #071B7700181 for an estimated total cost of \$74,305.00 as detailed above; not to exceed budgetary limitations.

(Not actual vehicles)





500 West Big Beaver
Troy, MI 48084
troymi.gov

J-04d

CITY COUNCIL AGENDA ITEM

Date: September 12, 2022

To: Mark F. Miller, City Manager

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

Subject: Standard Purchasing Resolution: 5 Approval to Expend Budgeted Funds – Historic Village Alarm System Replacement

History

The Historic Village is a collection of 11 buildings that are filled with historical collections and stories of life during the settlement and growth of the City of Troy. The Historic Village is operated through a renewable management agreement by the Troy Historic Society. Each building has fire and burglar alarm systems to protect our valuable and irreplaceable assets. The alarm system was originally installed by Vigilante Security Inc and they continue to monitor the site. The existing alarm system has reached the end of life and is no longer reliable to provide the necessary protection to our historical assets. The alarm system will be completely replaced and will eliminate the underground communication wires that are prone to damage by both environmental and mechanical forces.

Purchasing

- Pricing for the Historic Village Alarm System Replacement has been secured from *Vigilante Security, Inc.* of *Troy, MI* as detailed in the attached proposal dated August 1, 2022.
- Vigilante has provided Alarm Installation, Monitoring and Maintenance for the City of Troy since 1994.
- City Council authorized a bid waiver, contract extension for Vigilante Security, Inc. on December 3, 2007 (Resolution #2007-12-340).

Financial

Funds are budgeted and available in the in the Museum Capital Fund under Project Number 2023C0061 for fiscal year 2023. Expenditures will be charged to account number 401.804.804.7975.900.

Recommendation

City Management recommends granting the authority to expend budgeted capital funds to *Vigilante Security, Inc.* of *Troy, MI* for the Historic Village Alarm System Replacement for an estimated cost of \$35,370 as detailed in the attached proposal; not to exceed budgetary limitations.



2681 Industrial Row Drive • Troy, Michigan 48064-7038
(248) 559-7100 • (800)589-7100 • (Fax)(248) 559-1322
www.vigilantesecurity.com

August 1, 2022

Ms. Laura Campbell
Troy Historic Village
60 Wattles Road
Troy, Michigan 48098
248-524-3570 / L.Campbell@troymi.gov

RE: Intrusion alarm system upgrade for above location

Dear Laura,

Thank you for allowing **Vigilante Security, Inc.**, the opportunity to provide you with our budgetary proposal for the upgrade of your existing security alarm system. Our proposed work will include the use of wireless radio receivers and transmitters to provide detection, alarm notification and system control divided into four area partitions. Further discussions with the Troy fire department may be required to satisfy any fire alarm detection and monitoring concerns they may have and possible additional fees for additional required fire alarm detection, notification, plan review and permitting which is yet to be determined.

The new proposed systems will not be reliant on POTS telephone lines. Instead, we propose to utilize the internet for central station communications and radio for backup communication path. This system will also allow the use of "Virtual Keypad" a smart phone app and service for remote system administration of security user alarm codes, system event messages being delivered to your phone plus the ability to remotely arm or disarm any desired partition or all from anywhere you have cell phone connectivity.

If additional information is needed, or if you wish to discuss this in detail, please feel free to contact me at (248) 559-7100 ext. 271.

Very truly yours,

Steve Vansteel, SET

Fire & Security Consultant/Engineer
Senior Engineering Technician
N.I.C.E.T. Level IV - Certification # 87851
National Institute For Certification In Engineering Technologies
Fire Protection Engineering Technology / Fire Alarm Systems / IV

PROPOSAL

INTRUSION SYSTEM

Overview-

Utilize existing materials where possible and provide new materials and technician(s) services detailed below to upgrade the intrusion and fire alarm system for the buildings of the Historic Village as defined below. Please read and understand all proposal notes listed at the bottom. This system will be monitored at our local U.L Listed, Five Diamond central station in Troy Michigan for proper authority dispatch and client provided call list notification.

Partition #1 Troy Township Hall

Alarm Control-

(1) DMP, XR Intrusion alarm system control panel and associated components. Main central station communication path by way of the internet and a secondary path by way of optional wireless radio. Control panel features include:

- IP internet communication
- Plug in cellular GSM communication (optional)
- Arming Modes: Home/Sleep/Away or All/Perimeter
- 32 character zone name descriptions
- Up to 574 total zones (hardwired/wireless)
- Up to 16 keypads
- Up to 106 outputs
- Up to 10,000 user codes
- Up to 4 profiles per user
- Up to 8 partitions (areas)
- Up to 96 access controlled doors (optional)
- Up to 8 schedules per: profile, door, area or output
- Up to 12,000 event log
- Up to 140 Z-Wave automation devices (optional)
- Remote phone capability using "Virtual Keypad" option
- Ability to chime by zone
- Dynamic battery test
- U.L. Listed

Internet Communicator-

(1) DMP, Internet central station communicator included with above

Backup Radio Communicator-

(1) Exchange the existing (PRN) Private Radio Network communicator from the Niles - Bernard house to a fire PRN and install onto this partition.

Enclosure-	(1) On-Q, 42" recessed keyed and hinged equipment enclosure with DMP security panel mounting plate.
Zone Expansion-	(1) DMP, Sixteen zone hardwired expander module with 354 mounting plate.
Receiver/Repeater-	(1) DMP, Wireless receiver (high powered) module for the following: (1) Upper level- Storage room adjacent window
Notification Power Supply-	(1) Utilize and tie in existing Altronix AL600ULADA horn strobe notification power supply panel for this partition.
Standby Power-	(4) Ultra-tech, 12 volt 7 A/H standby backup battery for the following: (2) Security alarm control panel (2) Fire notification panel
Alarm Keypad-	(1) DMP, Touchscreen keypad to arm, disarm and provide zone/alarm status for the following location: (1) Main township hall entry
Notification Alarm-	(1) Interior alarm notification siren.
Alarm Contacts-	(8) Utilize and tie in existing alarm contacts on the following: (2) Lower level- Doors (2) Lower level- Windows (1) Main level- Bathroom window (1) Main level- South front door (1) Main level- West side door (1) Upper level- Interior doors
Motion Detectors-	(7) Utilize and tie in existing motion detectors at the following: (1) Main level- Gift shop (1) Main level- Office #1 (1) Main level- Office #2 (1) Main level- Lunch room (1) Main level- Archives room (1) Main level- Conference room (1) Main level- Pioneer room
High Water-	(1) Utilize and tie into existing sump pump high water sensor (1) Lower level- Sump pump

- Smoke Detection-** (4) DMP, Wireless smoke detectors with transmitters for the following:
 (4) Main level- Troy township hall
- Heat Detection-** (6) DMP, Wireless heat detectors with transmitters for the following:
 (6) Main level- Troy township hall

Partition #2
Old Troy Church, Parsonage & Town Hall

- Receiver/Repeater-** (1) DMP, Wireless repeater module for the following:
 (1) Upper level- Church
- Alarm Keypad-** (1) DMP, Wireless touchscreen keypad to arm, disarm and provide zone/alarm status for the following location:
 (1) Main level- Church front entry
- Notification Alarm-** (3) DMP, Wireless interior alarm notification sirens for the following:
 (1) Main level- Church
 (1) Main level- Parsonage
 (1) Main level- Town hall
- Alarm Contacts-** (9) DMP, Wireless transmitter with integrated alarm contacts on the following:
 (1) Lower level- Church double door
 (1) Main level- Church rear side door
 (1) Main level- Church front side door
 (1) Main level- Church front rear side door
 (1) Main level- Parsonage rear door
 (1) Main level- Parsonage front door
 (1) Main level- Parsonage side door
 (1) Main level- Town hall front door
 (1) Main level- Town hall rear door
- Motion Detectors-** (5) DMP, Wireless motion detectors at the following:
 (1) Main level- Church
 (1) Main level- Parsonage kitchen
 (1) Main level- Parsonage dining room
 (1) Main level- Parsonage living room
 (1) Main level- Town hall

Smoke Detection-	(7) DMP, Wireless smoke detectors with transmitters for the following: (3) Main level- Church (3) Main level- Parsonage (1) Main level- Town hall
Duct Smoke Detection-	(1) DMP, Wireless transmitter to monitor the existing HVAC duct smoke detector at the following: (1) Main level- Church
Water-Flow Switch-	(2) DMP, Wireless transmitter to monitor the fire suppression system water-flow switch at the following: (1) Main level- Church (1) Main level- Parsonage
Water Shutoff Switch-	(4) DMP, Wireless transmitter to monitor the fire suppression system water shutoff switch at the following: (2) Main level- Church (2) Main level- Parsonage
Low Air Pressure Switch-	(1) DMP, Wireless transmitter to monitor the fire suppression system water shutoff switch at the following: (1) Main level- Church

Partition #3

Wagon Shop, Print Shop, General Store, Poppleton School, Caswell House & Log Cabin

Receiver/Repeater-	(1) DMP, Wireless repeater module for the following: (1) Upper level- Caswell house
Alarm Keypad-	(1) DMP, Wireless touchscreen keypad to arm, disarm and provide zone/alarm status for the following location: (1) Main level- Desired location of: Poppleton, Caswell house or General store
Notification Alarm-	(4) DMP, Wireless interior alarm notification sirens for the following: (1) Main level- General store (1) Main level- Caswell house (1) Main level- Poppleton school (1) Main level- Print shop
Alarm Contacts-	(6)DMP, Wireless transmitter with integrated alarm contacts on the following:

- (2) Main level- General store doors
- (2) Main level- Caswell house doors
- (2) Main level- Poppleton school doors

Motion Detectors-

(6) DMP, Wireless motion detectors at the following:

- (1) Main level- General store
- (1) Main level- Print shop
- (1) Main level- Poppleton school
- (1) Main level- Caswell house
- (1) Main level- Wagon shop
- (1) Main level- Log cabin

High Water-

(2) DMP, Wireless transmitters and tie into existing sump pump high water sensors at the following:

- (1) Lower level- Caswell house sump pump
- (1) Lower level- General store sump pump

Smoke Detection-

(8) DMP, Wireless smoke detectors with transmitters for the following:

- (3) Main level- Caswell house
- (1) Main level- Poppleton school
- (3) Main level- General store
- (1) Main level- Print shop

Heat Detection-

(2) DMP, Wireless heat detectors with transmitters for the following:

- (1) Main level- Wagon shop
- (1) Main level- Log cabin

Water-Flow Switch-

(1) DMP, Wireless transmitter to monitor the fire suppression system water-flow switch at the following:

- (1) Main level- General store

Partition #4

Niles-Bernard House

Receiver/Repeater-

(1) DMP, Wireless repeater module for the following:

- (1) Upper level-

Alarm Keypad-

(1) DMP, Wireless touchscreen keypad to arm, disarm and provide zone/alarm status for the following location:

- (1) Main level- Entry door

Notification Alarm-

(1) DMP, Wireless interior alarm notification siren.

Alarm Contacts-

(8) DMP, Wireless transmitter with integrated alarm contacts to replace existing on the following:

- (1) Lower level- Basement door
- (1) Lower level- Cellar door
- (1) Main level- Kitchen door
- (1) Main level- East door
- (1) Main level- West door
- (1) Main level- South door
- (1) Main level- Southwest door
- (1) Main level- Southeast door

Motion Detectors-

(3) DMP, Wireless motion detectors to replace existing at the following:

- (1) Main level- West front
- (1) Main level- Middle area
- (1) Main level- East rear area

High Water-

(1) DMP, Wireless transmitter and tie into existing sump pump high water sensor

- (1) Lower level- Sump pump

Payment Option #1**Outright Sale**

Installation Amount:	\$	35,370.00*
Monthly Monitoring Through Internet Amount:	\$	113.00
Monthly Backup Monitoring Through Radio Amount:	\$	8.00
Monthly Virtual Keypad <u>Premium</u> Remote Services	\$	12.00**

Payment Option #2**Outright Sale Over Time (60 Months)**

Installation Amount:	\$	15,820.00*
Monthly Monitoring Through Internet Amount:	\$	377.15
(Includes: Backup Radio Monitoring & Virtual Keypad)		

Outright Sale Over Time (After Initial 60 Months)

Monthly Monitoring Through Internet Amount:	\$	194.87
(Includes: Backup Radio Monitoring & Virtual Keypad)		

* This budgetary figure may increase should the fire department require additional fire alarm protection or notification during plan review.

** Optional

Please read and understand all notes listed at the end of this proposal

OPTIONAL PROTECTION

Option # 1

Air Temperature Alert Protection

Overview-

This option is highly recommended for any remote building and allows an emergency message to be sent the central station by automatically detecting a drop in air temperature below 45 degrees greater than 4 minutes, 24 hours a day regardless if the system is disarmed.

Temperature Alert-

(1) DMP, Wireless transmitter with integrated temperature sensor for the any desired location.

INSTALLED (\$195.00 each)

\$ 195.00

Option # 2

Virtual Keypad Remote Interactive Services



Overview-

In today's digital era, it has become increasingly important to utilize technological advancements to ease the use of your alarm system. DMP's new Virtual Keypad™ Remote Services solutions actually pave the way for you to do this with your smart phone or computer.

With Virtual Keypad, you can take advantage of all the amazing benefits next-generation digital technology has to offer - including enhanced communication and the ability to stay connected to your homes and businesses from anywhere in the world.

By simply logging on to a secure website, you can with the proper plan:

Control (arm, disarm, bypass, add or change alarm codes) your security system via a virtual keypad using any internet browser on a PC or via SMS on a smart phone or cell phone

Receive important e-mail notifications (alarms, troubles, arms & disarms and by who) via cell phone, laptop, or any other web-enabled smart phone

Administrate alarm user codes on your system

Monthly Virtual Keypad Premium Remote Services \$ 12.00

PROPOSAL NOTES

1.

This proposal is valid for ninety (90) days and includes the specified materials and labor for our specified services based upon information provided to Vigilante Security, Inc. If changes are necessary, including additional quantities or devices, this proposal will be modified accordingly. Any additional pass-through charges that may be incurred, including, but not limited to sales tax, plan review, permit and/or municipal testing fees will be reflected on your invoice. The entire installation, including parts and labor provided by Vigilante Security, is warranted for one year from date of installation.

2.

Our non-union labor involvement in the installation of the system proposed above has been determined by our standard Monday through Friday 8:00am to 4:30pm rates, should you desire the installation to be performed during hours outside our standard work schedule, additional fees would be required and should be discussed prior to proposal acceptance.

3.

The above proposal may require any fire alarm portion of the work to be submitted to the city of Troy for plan review and possible permitting. Should this be the requirement, upon proposal acceptance, actual building CAD drawing files in the DWG format must be available (delivered) to our engineering department so that our fire alarm design can be completed and submitted to the local municipality for review, acceptance and permitting prior to any installation of the fire alarm system. Should these building CAD drawing files be unavailable, additional engineering fees will be proposed to measure and draw electronically to produce a CAD drawing of the building.

4.

The municipality of Troy currently does NOT require fire alarm systems under their jurisdiction be U.L. Central Station Certificated. This certification ensures that the system is installed, maintained and monitored by a U.L. certified firm that performs these services to a higher standard to ensure prompt notification, on site response within two hours of a non restorable alarm condition, four hours of a non restorable trouble or supervisory signal and detailed record keeping for central station signal response and notification as well as the service repair documentation.

Each year a U.L. inspector performs a site visit to our facility to review our operation / documentation and selects certain certificated sites at random to perform a site survey of the installation and maintenance per recognized standards we must adhere to. These standards enforced by U.L and also the local fire marshal requires your system to have an annual fire alarm system inspection performed to ensure all devices operate as designed to continue the life safety protection to the occupants. The annual inspection will be scheduled and billed at our normal inspection rates after prior approval from you.

5.

The municipality of Troy currently does NOT required the alarm circuits to be installed in a “Class A” fashion.

6.

Dedicated 110 volt electrical circuits with locked breakers from electrical panel to the alarm control panel and each notification power booster panels to be provided by others at no expense to Vigilante Security.

7.

It will be the responsibility of you (our client) to notify all occupants in advance and post proper notices at all building entrances on the scheduled day of testing if necessary. **You (our client) to also provide personnel that will escort our technician(s) into any secure or locked area for testing of devices located within these areas.**

8.

Any required alarm system circuits will be run in concealed in walls, and exposed above suspended or open ceilings using beam clamps / bridle rings in an open air fashion approved by the National Electrical Code or installed in a raceway (conduit) only where required by code. Any necessary raceway (per code) may need to be installed exposed on the surface of a wall or ceiling to protect circuit wiring as required by code. The painting (if desired) of any installed raceways can be perform by others at no expense to Vigilante Security. Should the desire for all fire alarm wiring to be concealed in raceways a new “Parts and Smarts” style proposal will need to be created for your electrical contractor’s installation after our municipal submittal is approved. This will require your electrical contractor to review our project to offer you an installation price.

9.

This proposal is based upon the required monitoring of certain sized HVAC units by way of a duct smoke detector. These duct smoke detectors (if required by mechanical code) are to be provided, installed and powered by others at no expense to Vigilante Security. Currently one addressable monitor module(s) have been provided for this proposal. Note that some jurisdictions require the installation of remote test/reset stations for any duct smoke detectors where the power and alarm indication lights cannot be viewed from standing on the floor. Check with your mechanical contractor and have them installed if required.

10.

*All materials and workmanship provided by Vigilante Security is warranted for one year from the completion date. Any materials or workmanship provided by others will not be warranted by Vigilante Security.

11.

During any warranty period or provided and elected service (by request) program, any component or wiring found damaged by acts of nature or accidental / intentional damage will not be covered. Likewise there is no coverage after the initial first year on consumable materials such as batteries.

12.

Any additions or subtractions of the accepted contractual scope of work will be forwarded in way of a Change Order for review and signature as soon as the change of scope is confirmed. Note: The existing system and the replacement system proposed above is not and will not be code compliant as additional occupant notification appliances are needed throughout the entire building. These additional items may be determined and required by the municipality during plan review.

13.

Installation and/or Monitoring Agreement will be created and delivered electronically through “DocuSign” for your review and signature endorsement. These agreements must be executed and returned along with the required deposit of 30% of the accepted sale or installation amount prior to the start of any engineering, submittal or preparation of work. Another 30% will be required upon commencement of installation, with the final balance due upon completion, or prior to any municipal acceptance test. Deposits, progress and final payments must be via checking account ACH, or check. Credit card payments for installations will be assessed a 3% processing fee. All recurring monitoring charges must be paid by automatic pre-approved payment either as a checking account ACH or by credit card.

14.

This document was prepared exclusively for the named individual/business listed on the proposal. It is understood without question, the content, pricing and information within this proposal is not to be shared with any individual, company or entity, without written permission from Vigilante Security, Inc. Furthermore, should it be determined that this proposal has been shared, distributed or otherwise displayed to those other than the individual/business listed on the proposal, the proposal is hereby retracted.

15.

This project may desire Vigilante Security Inc. to be considered a subcontractor to you or others. Please understand that should this proposed work be accepted, our installation and or monitoring agreements must be fully executed as written and any required deposit received **prior** to the start of any engineering, equipment procurement, installation or subcontractor agreement review.

16.

The city of Troy will continue to receive our reduced installation labor rates plus a 5% discount off the installation price and any monthly monitoring fees or services from the rates listed in this proposal.



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-04e

CITY COUNCIL AGENDA ITEM

Date: September 12, 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
Dennis Trantham, Facilities and Grounds Operations Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 4: Sourcewell Cooperative Purchasing Contract – Beach Road Park Play Structure and Swing Replacement

History

- Beach Road Park is one of five Neighborhood Parks in the City of Troy.
- The park is 10 acres in size providing opportunities for active and passive recreation.
- Parking is provided for 37 vehicles.
- Beach Road Park includes a mix of active and passive recreation amenities including swings and a play structure.
- In FY 2019 a precast restroom was installed to provide additional amenities to the park.
- The 2020-2024 Parks and Recreation Master Plan revealed that 98.9% of the respondents listed maintaining the existing recreation facilities as important or very important to their families.
- The 2020-2024 Parks and Recreation Master Plan also identified playground structures in the top 5 requests.
- The existing play structure has reached the end of life, frequently requiring costly repairs.
- The existing sand surface will be replaced with a natural turf-like safety surface providing 8' of fall protection.

Purchasing

- Pricing has been secured from *We Build Fun of Allen, TX*, based on the Miracle Recreation – PlayPower, Inc. Sourcewell Cooperative Purchasing Contract #010521-LTS-3, for the materials, engineered drawings, delivery, and installation of the play structure and swings (see attached rendering).
- Play structure has a 14+ week lead time.
- City Council authorized participation in the Cooperative Purchasing Program on November 8, 2021 (Resolution #2021-11-160).

Financial

Funds are budgeted and available in the Park Development Capital Fund under Project Number 2023C0039 for the 2023 fiscal year. Expenditures will be charged to account number 401.751.770.7974.130.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Recommendation

City Management recommends the bid process be waived and a contract be awarded to *We Build Fun of Allen, TX* for the Beach Road Park Play Structure Replacement for an estimated cost of \$218,160 with a 10% contingency as detailed in the attached quote and per the Sourcwell Cooperative Purchasing Contract #010521-LTS-3; not to exceed budgetary limitations.



Decks



Red

Metals



Blue



Red



Yellow

Plastics



Blue



Red



Yellow

Actual colors may vary. We work hard to ensure our renderings are as life like as possible.

Beach Road Park
City of Troy, MI
WBF-MI-220202A-1A





Decks



Red

Metals



Blue



Red



Yellow

Plastics



Blue



Red



Yellow

Actual colors may vary. We work hard to ensure our renderings are as life like as possible.

Beach Road Park
City of Troy, MI
 WBF-MI-220202A-1A





Decks



Red

Metals



Blue



Red



Yellow

Plastics



Blue



Red



Yellow

Actual colors may vary. We work hard to ensure our renderings are as life like as possible.

Beach Road Park
City of Troy, MI
WBF-MI-220202A-1A





Decks



Red

Metals



Blue



Red



Yellow

Plastics



Blue



Red



Yellow

Actual colors may vary. We work hard to ensure our renderings are as life like as possible.

Beach Road Park
City of Troy, MI
 WBF-MI-220202A-1A



AREA: 1,750 SQ.FT.
PERIMETER: 168'

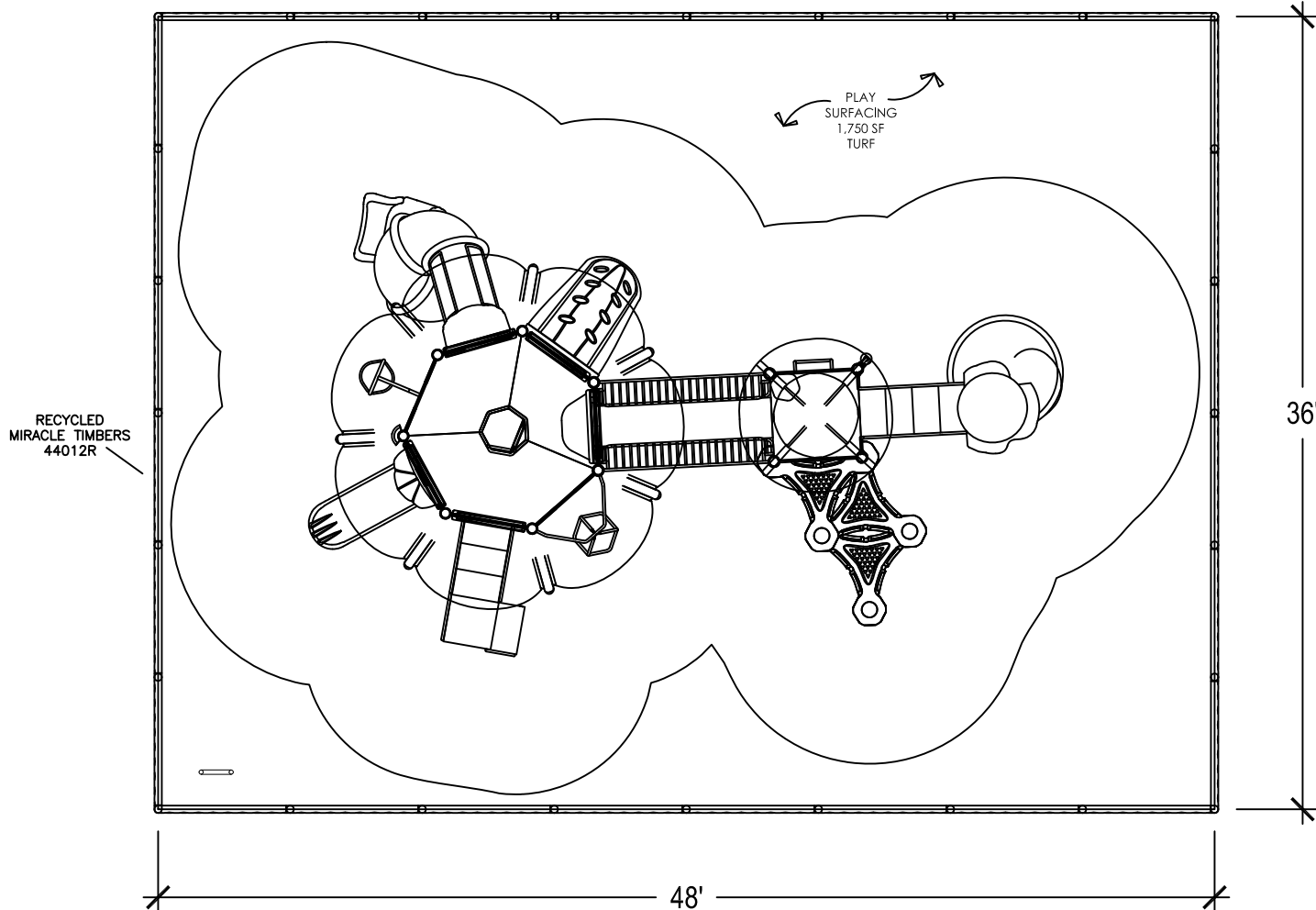
The information provided is for
estimation purposes only.

Play Area Capacity: 85 - 95

BEACH ROAD PARK CITY OF TROY, MI

5-12 PLAY AREA

ELEVATED PLAY ACTIVITIES - TOTAL	9	
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER	8	REQ'D 5
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP	0	REQ'D 0
GROUND LEVEL ACTIVITY TYPE	3	REQ'D 3
GROUND LEVEL ACTIVITY QUANTITY	4	REQ'D 3



To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS.

WBF-MI-220202A-1A-1

GROUND SPACE: N/A
PROTECTIVE AREA: NOTED

✓ COMPLIES TO CPSC

✓ COMPLIES TO ASTM

✓ COMPLIES TO ADA

DESIGNED FOR
AGES
5-12

ADDITIONAL GROUND LEVEL ACCESSIBLE
ITEMS NEEDED FOR ADA COMPLIANCE

TYPE:
0

QUANTITY:
0

SCALE: 1/8" = 1'-0"

DATE: 08.23.2022

BDS

AREA: 1,750 SQ.FT.
PERIMETER: 168'

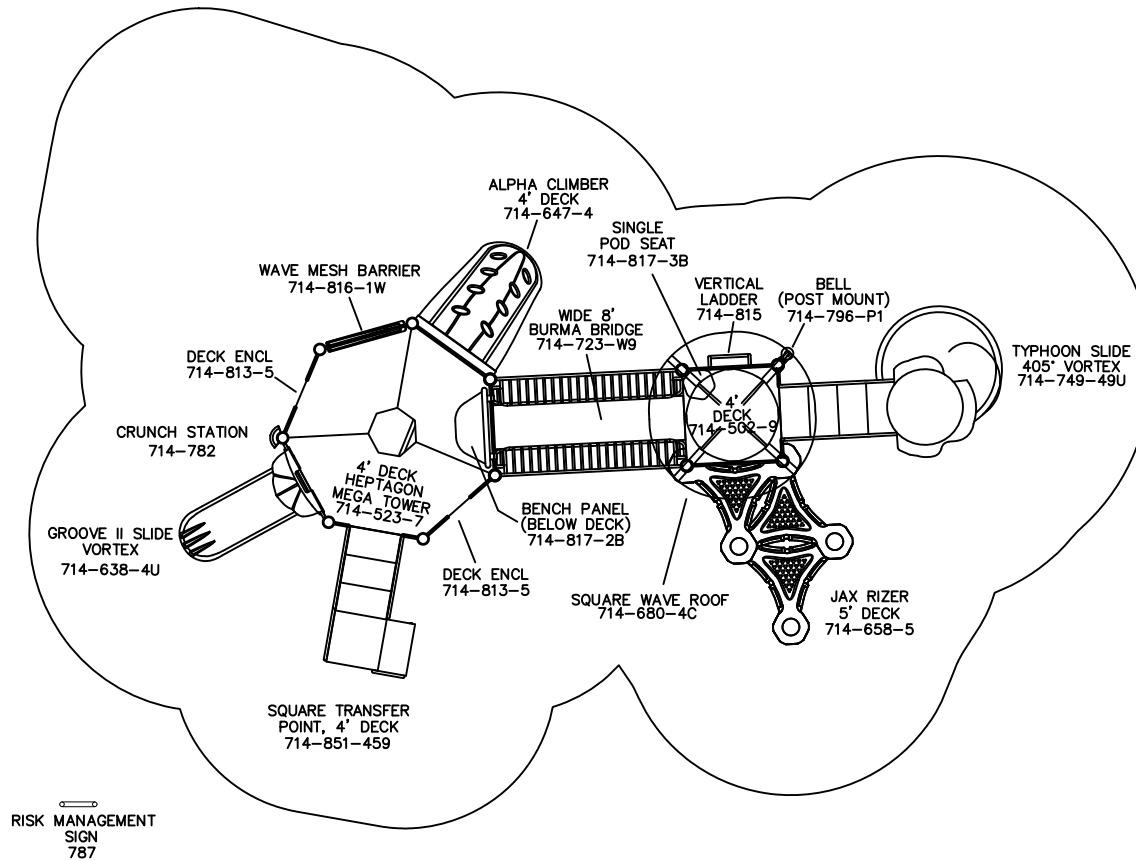
The information provided is for
estimation purposes only.

Play Area Capacity: 85 - 95

BEACH ROAD PARK CITY OF TROY, MI

5-12 PLAY AREA

ELEVATED PLAY ACTIVITIES - TOTAL	9	
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER	8	REQ'D 5
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP	0	REQ'D 0
GROUND LEVEL ACTIVITY TYPE	3	REQ'D 3
GROUND LEVEL ACTIVITY QUANTITY	4	REQ'D 3



0 4' 8' 16'

Scale: 1/8" = 1'-0"

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.



THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS.

WBF-MI-220202A-1A-2

GROUND SPACE: N/A
PROTECTIVE AREA: NOTED

✓ COMPLIES TO CPSC

✓ COMPLIES TO ASTM

✓ COMPLIES TO ADA

DESIGNED FOR
AGES
5-12

ADDITIONAL GROUND LEVEL ACCESSIBLE
ITEMS NEEDED FOR ADA COMPLIANCE

TYPE:
0

QUANTITY:
0

SCALE: 1/8" = 1'-0"

DATE: 08.23.2022

BDS

AREA: 1,750 SQ.FT.
PERIMETER: 168'

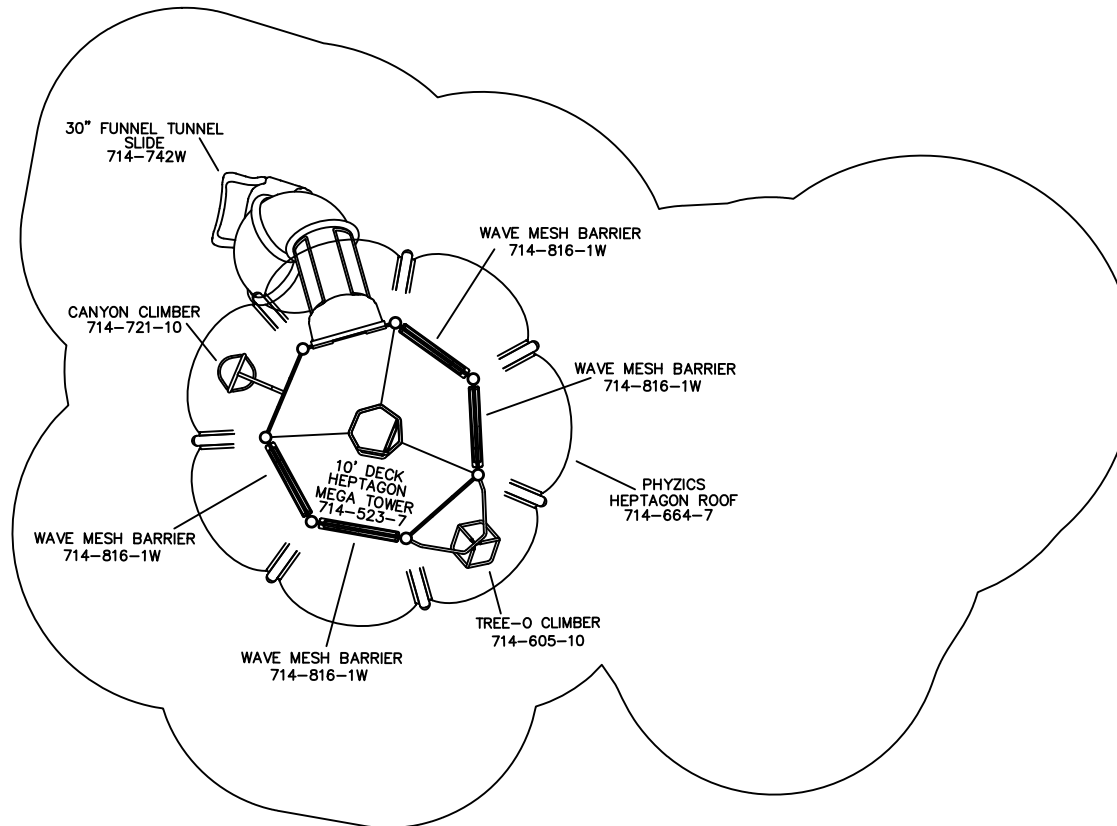
The information provided is for
estimation purposes only.

Play Area Capacity: 85 - 95

BEACH ROAD PARK CITY OF TROY, MI

5-12 PLAY AREA

ELEVATED PLAY ACTIVITIES - TOTAL	9	
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER	8	REQ'D 5
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP	0	REQ'D 0
GROUND LEVEL ACTIVITY TYPE	3	REQ'D 3
GROUND LEVEL ACTIVITY QUANTITY	4	REQ'D 3



NORTH

0 4' 8' 16'

Scale: 1/8" = 1'-0"

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.



THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS.

WBF-MI-220202A-1A-2

GROUND SPACE: N/A
PROTECTIVE AREA: NOTED

✓ COMPLIES TO CPSC

✓ COMPLIES TO ASTM

✓ COMPLIES TO ADA

DESIGNED FOR
AGES
5-12

ADDITIONAL GROUND LEVEL ACCESSIBLE
ITEMS NEEDED FOR ADA COMPLIANCE

TYPE:
0

QUANTITY:
0

SCALE: 1/8" = 1'-0"

DATE: 08.23.2022

BDS

Park Swings 2

Troy, MI

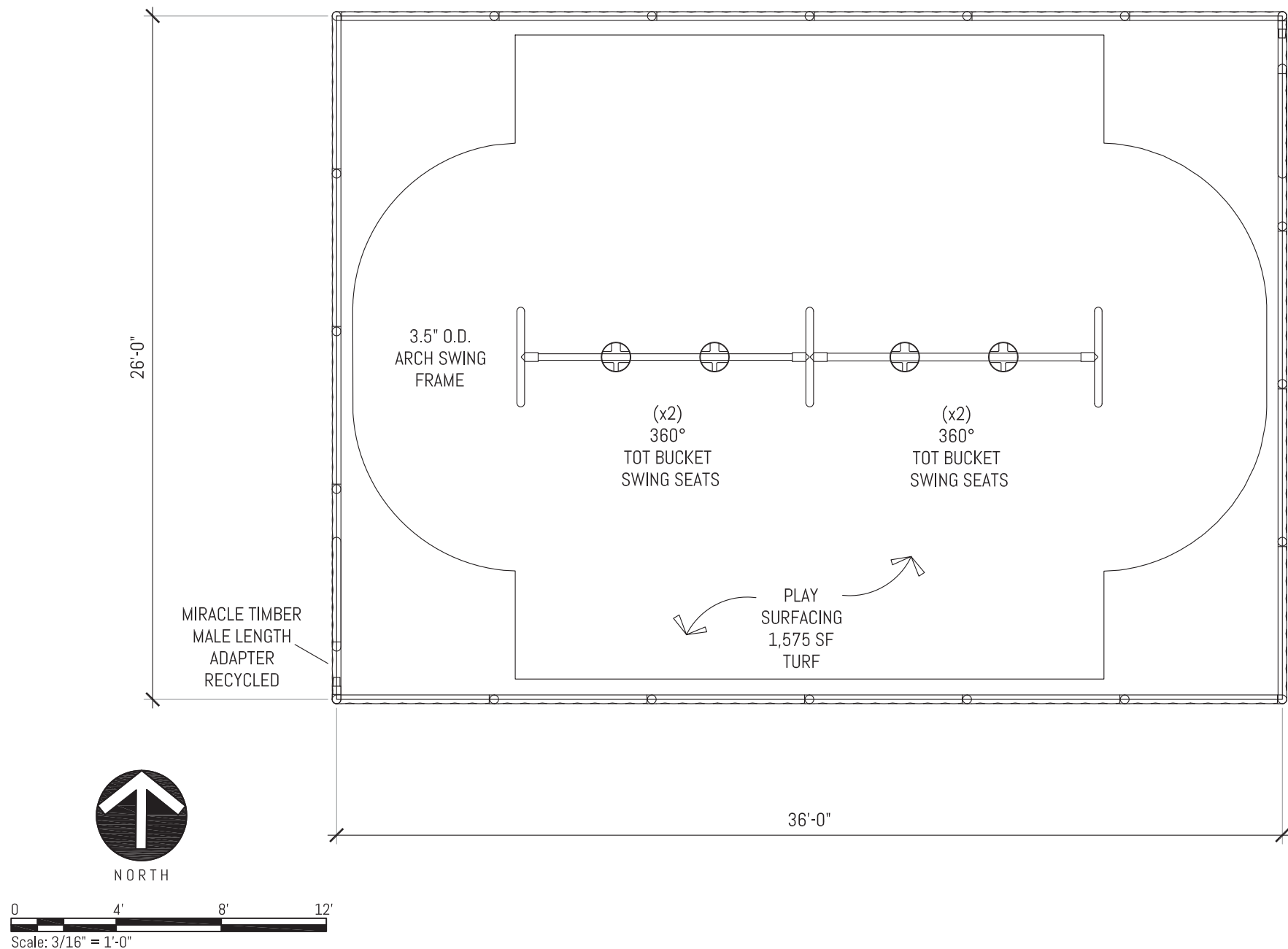
Prepared for: City of Troy



Prepared By

Kim Alexander
Sales Representative
webuildfun, Inc.
kim@miracleplaymi.com
(734) 765-6149





PLAY AREA - AGE APPROPRIATE 2-12 YEARS:		CAPACITY: 1-4 CHILDREN	
ELEVATED PLAY ACTIVITIES (TOTAL)	0		
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER:	0	REQ'D: 0	
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP:	0	REQ'D: 0	
GROUND LEVEL ACTIVITY TYPE:	1	REQ'D: 0	
GROUND LEVEL ACTIVITY QUANTITY:	4	REQ'D: 0	
NOTES:			
1. USE ZONES FINISH SURFACE OF PLAYGROUND COMPLIES WITH ASTM F1292-99.			
2. GROUND SURFACING COMPLIES WITH ASTM 1951-99			
3. PLAYGROUND EQUIPMENT SHALL COMPLY WITH ASTM F1487-98.			
		CRITICAL FALL HEIGHT: 8'	
		SITE AREA: SF 950 LF 124	
		DRAWN BY: BDS	



*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary

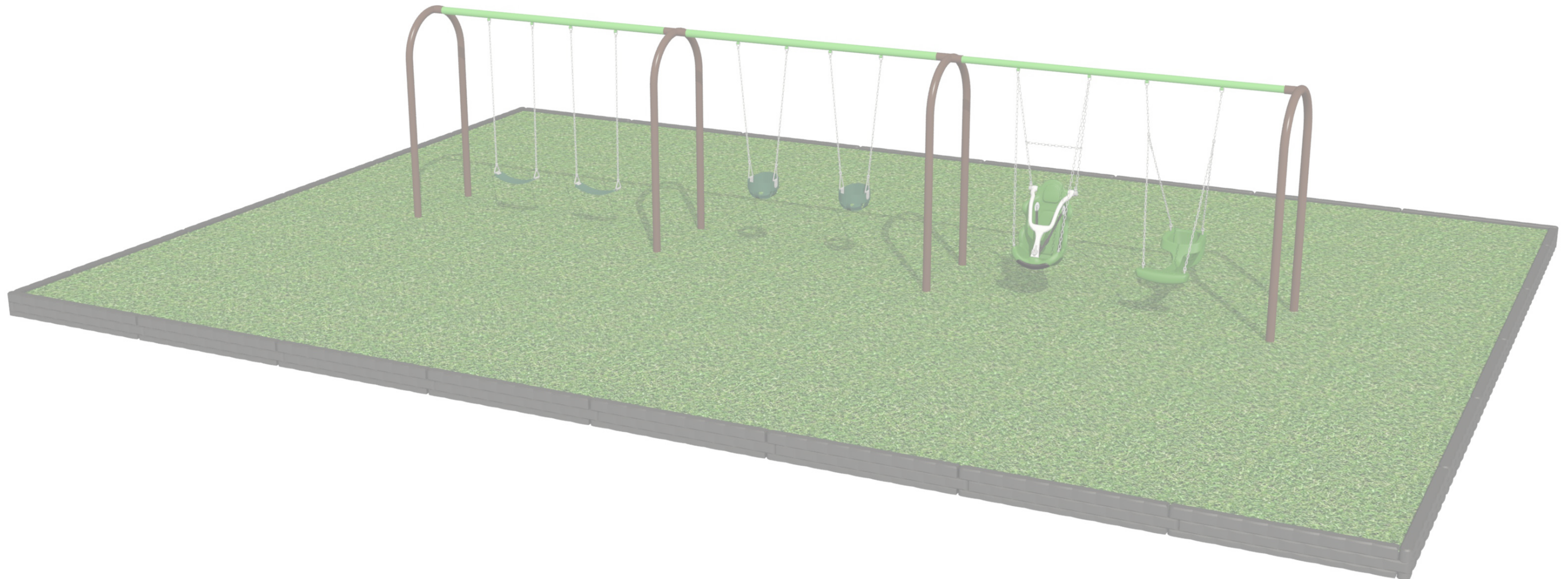
Colors Used In Rendering

- Dark Brown
- Green
- Lime
- Forest Green

Park Swings 1

Troy, MI

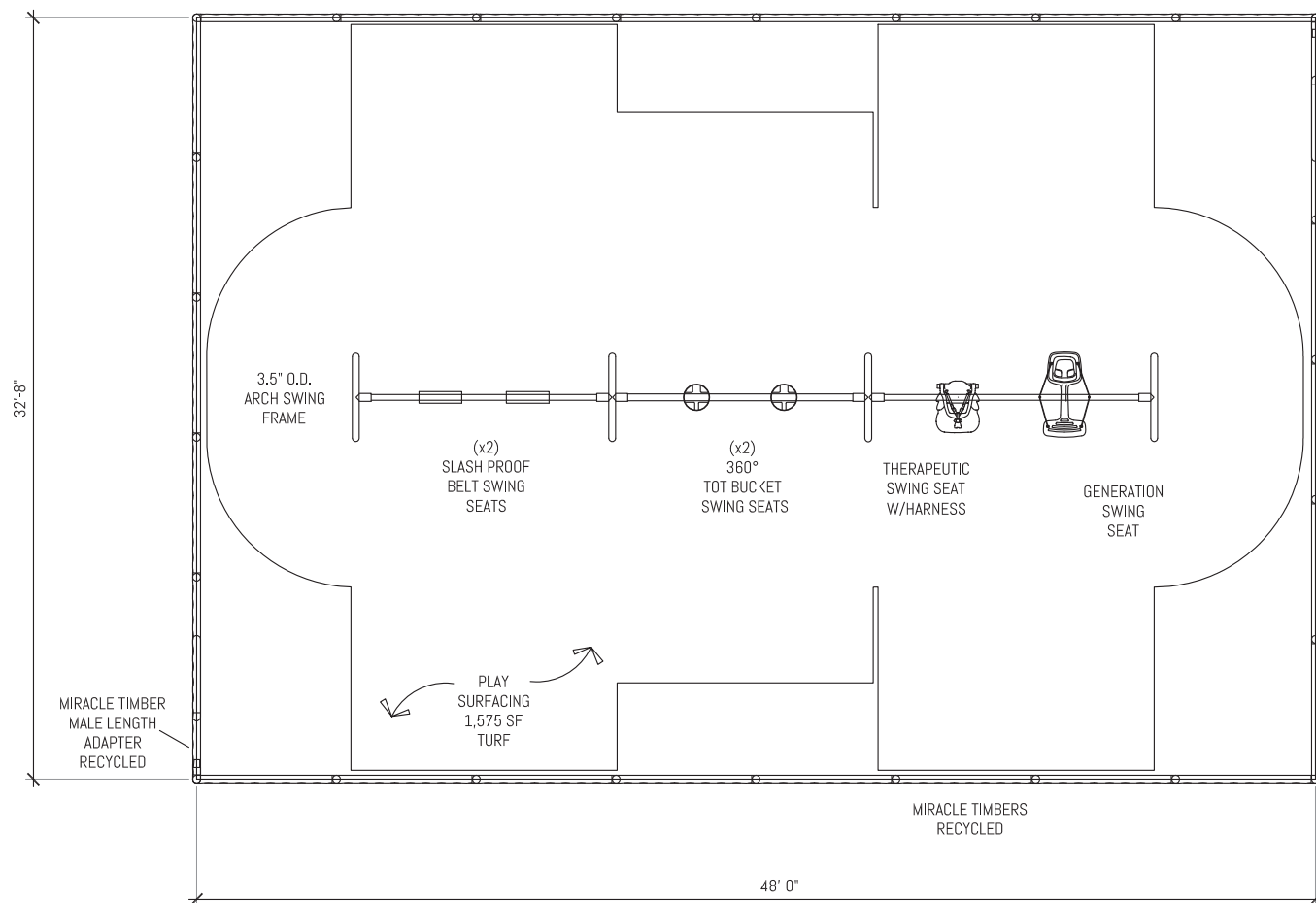
Prepared for: City of Troy



Prepared By

Kim Alexander
Sales Representative
webuildfun, Inc.
kim@miracleplaymi.com
(734) 765-6149

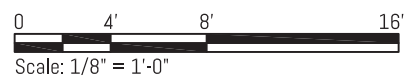




PLAY AREA - AGE APPROPRIATE 2-12 YEARS:		CAPACITY: 1-7 CHILDREN	
ELEVATED PLAY ACTIVITIES (TOTAL)	0		
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER:	0	REQ'D: 0	
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP:	0	REQ'D: 0	
GROUND LEVEL ACTIVITY TYPE:	1	REQ'D: 0	
GROUND LEVEL ACTIVITY QUANTITY:	6	REQ'D: 0	
NOTES:			
1. USE ZONES FINISH SURFACE OF PLAYGROUND COMPLIES WITH ASTM F1292-99.			
2. GROUND SURFACING COMPLIES WITH ASTM 1951-99			
3. PLAYGROUND EQUIPMENT SHALL COMPLY WITH ASTM F1487-98.			
		CRITICAL FALL HEIGHT: 8'	
		SITE AREA: SF 1575 LF 162	
		DRAWN BY: BDS	



NORTH





Colors Used In Rendering

-  Dark Brown
-  Green
-  Lime
-  Forest Green

*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary

**CUSTOMER INFORMATION**

Customer: **City Of Troy**
Contact: **Dennis Trantham**
Contact Info: **586-319-7461** Dennis.trantham@troy.mi.gov
Project Name: **Beach Road Park**
Site Address: **4651 Beach Rd. Troy MI 48098**
End User: **City of Troy**

CONSULTANT

Kim Alexander (734) 765-6149

QUOTE

Quote Date	Valid Until
8/29/2022	9/28/2022
Est. Delivery:	Est. Install
14+ Weeks	

ITEM	DESCRIPTION	QTY	EACH	TOTAL
MIRACLE	Miracle equipment drawing # WBF-MI -220202A - 1A, 22002A, #22002A,	1	\$96,040.00	\$96,040.00
FREIGHT	Shipping of Miracle equipment	1	\$6,750.00	\$6,750.00
DISCOUNT	Miracle equipment discount	1	-\$17,750.00	-\$17,750.00
INSTALL	Installation of Miracle equipment listed above	1	\$38,485.00	\$38,485.00
Forever Lawn	Playground Turf w/ stone base and install - Structure Area		\$43,750.00	\$43,750.00
Forever Lawn	Playground Turf w/ stone base and install - Swing Areas		\$50,885.00	\$50,885.00
SOURCEWELL PURCHASE: CONTRACT #010521-LTS- NOTE: 2023 install. Boarder edging by customer.				

* NOTE: SPRING 2023 PROJECT

TAX EXEMPT *Tax Exemption Certificate Provided*

TOTAL \$218,160.00

Make Payable to: **webuildfun, Inc PO Box 29, Allen, TX 75013**

Payment Terms **Net 30** To be invoiced in full upon completion of project.

Prices reflected on quote assumes all site work to be done by others unless noted above.

* All drainage within the playground border and away from the play area to be done by "other" unless noted above. * Price assumes border by "other" unless noted above.

* No site restoration is included unless noted above. * Additionally, no bond or special insurance coverages are included unless noted above.

Pricing may not be guaranteed beyond 30 days. We are attempting to hold pricing when possible, but due to material and labor costs, price increases have unfortunately become unavoidable. We value our customers and appreciate your understanding during these unprecedented times. All finalized contracts and/or purchase orders must be accompanied by a valid quote within 30 days of issue. Please request a requote when beyond the 30 days.

Approval Signature

Date

PO Number

Send completed quote and purchase order to: **kim@webuildfun.com**

PLEASE RETURN ALL PAGES OF THIS QUOTE UPON ORDERING



CUSTOMER INFORMATION

Customer: **City Of Troy**
Contact: **Dennis Trantham**
Contact Info: **586-319-7461** Dennis.trantham@troymi.gov
Project Name: **Beach Road Park**
Site Address: **4651 Beach Rd. Troy Mi 48098**
End User: **City of Troy**

CONSULTANT	
Kim Alexander	(734) 765-6149
QUOTE	
Quote Date	Valid Until
8/29/2022	9/28/2022
Est. Delivery:	Est. Install
14+ Weeks	

Price assumes all site work, drainage away from play area & border to be provided by "other" at no cost to webuildfun unless specified otherwise in the quote above. This includes site prep, grade work, drainage, construction fencing, concrete borders and site restoration. All additional services can be quoted upon request. webuildfun, inc. warrants the labor for replacement parts for 1 year, if webuildfun, inc provided the original installation. In the event rock is encountered, additional charges may be assessed. It is the responsibility of the owner to obtain permit(s) unless specified above. It is the responsibility of the owner to locate all underground utility lines. webuildfun, Inc will assist with this by requesting a line locate from Dig Tess, at the owner's request. webuildfun, Inc will make every reasonable effort to respect all marked utility lines, and will repair damage(s) caused by webuildfun, Inc to marked utilities. webuildfun, Inc will not be responsible for damage to unmarked utilities. Prices are guaranteed for 30 days from the date listed on quote.

**CUSTOMER INFORMATION**

Customer: **City Of Troy**
Contact: **Dennis Trantham**
Contact Info: **586-319-7461** Dennis.trantham@troy.mi.gov
Project Name: **Beach Road Park**
Site Address: **4651 Beach Rd. Troy Mi 48098**
End User: **City of Troy**

Please provide the following information:

Project Name: **Beach Road Park**

Est Project Start Date: _____ Bond Required _____
Est Project Completion Date: _____ Contract Required _____

Add'l Details: _____

PROJECT DETAILS

SHIPPING INFO		INVOICE INFO	
Company		Company	
Street Address		Street Address	
City, State, Zip		City, State, Zip	
Contact:		Contact:	
Phone #		Phone #	
Email:		Email:	

CONSULTANT	
Kim Alexander	(734) 765-6149

QUOTE	
Quote Date	Valid Until
8/29/2022	9/28/2022
Est. Delivery:	Est. Install
14+ Weeks	

Project Total
\$218,160.00

Purchase Order # _____

Initial here to approve colors shown above

PLEASE RETURN ALL PAGES OF THIS QUOTE UPON ORDERING



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-04f

CITY COUNCIL AGENDA ITEM

Date: September 12, 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
Dennis Trantham, Facilities and Grounds Operations Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 4: Sourcewell Cooperative Purchasing Contract – Flynn Park Play Structure Replacement

History

- Flynn Park is one of nine community parks in the City of Troy.
- The park is 25 acres in size.
- Parking is provided for 301 vehicles and shared through an agreement with Troy Beaumont Hospital for use during non-peak hours.
- Donald J. Flynn Park is a traditional ball diamond complex that offers passive recreation opportunities along with league play.
- The 2020-2024 Parks and Recreation Master Plan revealed that 98.9% of the respondents listed maintaining the existing recreation facilities as important or very important to their families.
- The 2020-2024 Parks and Recreation Master Plan also identified playground structures in the top 5 requests.
- The existing play structure was removed in the winter of 2021 as it had become a safety concern.
- The existing sand surface will be replaced with a natural turf-like safety surface providing 8' of fall protection.

Purchasing

- Pricing has been secured from *We Build Fun of Allen, TX*, based on the Miracle Recreation – PlayPower, Inc. Sourcewell Cooperative Purchasing Contract #010521-LTS-3, for the materials, engineered drawings, delivery, and installation of the play structure (see attached rendering).
- Play structure has a 14+ week lead time.
- City Council authorized participation in the Cooperative Purchasing Program on November 8, 2021 (Resolution #2021-11-160).



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Financial

Funds are budgeted and available in the Park Development Capital Fund under Project Number 2023C0039 for the 2023 fiscal year. Expenditures will be charged to account number 401.751.770.7974.130.

Recommendation

City Management recommends the bid process be waived and a contract be awarded to *We Build Fun of Allen, TX* for the Flynn Park Play Structure Replacement for an estimated cost of \$133,795 with a 10% contingency as detailed in the attached quote and per the Sourcewell Cooperative Purchasing Contract #010521-LTS-3 not to exceed budgetary limitations.

Flynn Park

Troy, MI

Prepared for: City of Troy

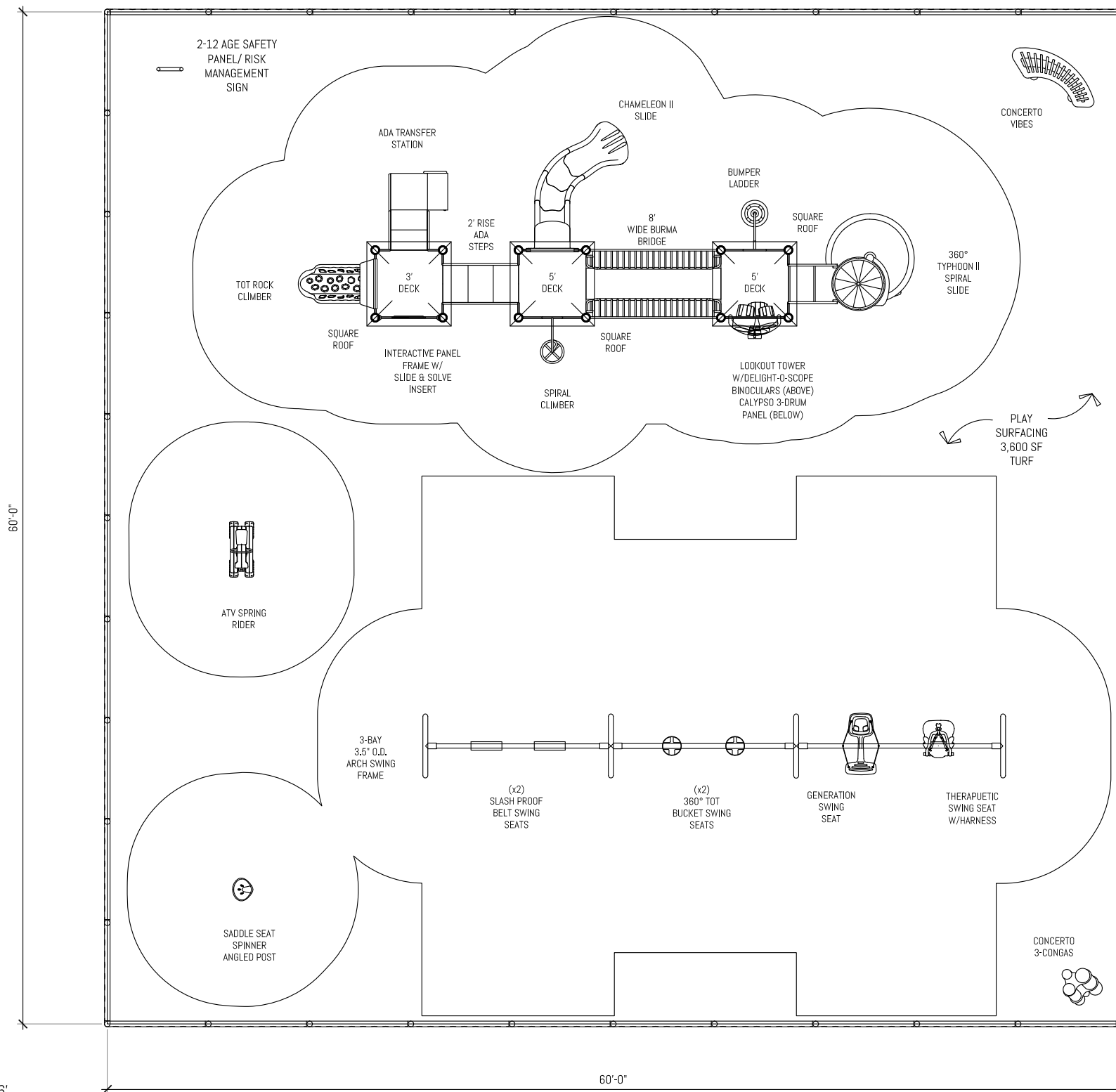


Prepared By

Kim Alexander
Sales Representative
webuildfun, Inc.
kim@miracleplaymi.com
(734) 765-6149



Experience You Can Trust



NORTH



PLAY AREA - AGE APPROPRIATE 2-12 YEARS:		CAPACITY: 60-70 CHILDREN	
ELEVATED PLAY ACTIVITIES (TOTAL)	8		
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER:	8	REQ'D: 4	
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP:	0	REQ'D: 0	
GROUND LEVEL ACTIVITY TYPE:	5	REQ'D: 3	
GROUND LEVEL ACTIVITY QUANTITY:	12	REQ'D: 3	
NOTES:			
1. USE ZONES FINISH SURFACE OF PLAYGROUND COMPLIES WITH ASTM F1292-99.			
2. GROUND SURFACING COMPLIES WITH ASTM 1951-99			
3. PLAYGROUND EQUIPMENT SHALL COMPLY WITH ASTM F1487-98.			
		CRITICAL FALL HEIGHT: 8'	
		SITE AREA: SF 3600 LF 240	
		DRAWN BY: BDS	

FLYNN PARK

CITY OF TROY, MI

LINEAR FEET: 240 FT.

CRITICAL FALL HEIGHT: 8'

WBF-MI-220005A-1A-1

SITE AREA: 3,600 SQ. FT.

SCALE: 1/8"=1'-0"

DATE: 02/02/2022

DRAWN BY: BDS



ALL DRAWINGS ARE SUBJECT TO CHANGE AND SHOULD BE REVIEWED BEFORE FINAL SALE.
ALL SITE DIMENSIONS WILL NEED TO BE VERIFIED PRIOR TO SALE AND INSTALLATION.



*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary

Colors Used In Rendering

-  Sand
-  Blue
-  Sand
-  Green
-  Beige



*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary



*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary



*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary

**CUSTOMER INFORMATION**

Customer: **City Of Troy**
Contact: **Dennis Trantham**
Contact Info: **586-319-7461** Dennis.trantham@troymt.gov
Project Name: **Flynn Park**
Site Address: **1710 E South Blvd, Troy Mi 48085**
End User: **City of Troy**

CONSULTANT

Kim Alexander (734) 765-6149

QUOTE

Quote Date	Valid Until
8/24/2022	9/23/2022
Est. Delivery:	Est. Install
14+ Weeks	

ITEM	DESCRIPTION	QTY	EACH	TOTAL
MIRACLE	Miracle equipment drawing # WBF-MI -220005A- 1A not including timbers	1	\$63,144.00	\$63,144.00
FREIGHT	Estimated Shipping of Miracle equipment #8274	1	\$3,235.00	\$3,235.00
DISCOUNT	Miracle equipment discount	1	-\$15,786.00	-\$15,786.00
INSTALL	Installation of Miracle equipment listed above	1	\$22,100.00	\$22,100.00
Forever Lawn	Playground Turf w/ stone base and install		\$61,102.00	\$61,102.00

SOURCEWELL PURCHASE: CONTRACT #010521-LTS- NOTE: 2023 install. Boarder edging by customer.

TAX EXEMPT *Tax Exemption Certificate Provided*

TOTAL \$133,795.00

Make Payable to: **webuildfun, Inc PO Box 29, Allen, TX 75013**

Payment Terms **Net 30** To be invoiced in full upon completion of project.

Prices reflected on quote assumes all site work to be done by others unless noted above.

* All drainage within the playground border and away from the play area to be done by "other" unless noted above. * Price assumes border by "other" unless noted above.

* No site restoration is included unless noted above. * Additionally, no bond or special insurance coverages are included unless noted above.

Pricing may not be guaranteed beyond 30 days. We are attempting to hold pricing when possible, but due to material and labor costs, price increases have unfortunately become unavoidable. We value our customers and appreciate your understanding during these unprecedented times. All finalized contracts and/or purchase orders must be accompanied by a valid quote within 30 days of issue. Please request a requote when beyond the 30 days.

Approval Signature

Date

PO Number

Send completed quote and purchase order to: **kim@webuildfun.com**

PLEASE RETURN ALL PAGES OF THIS QUOTE UPON ORDERING



CUSTOMER INFORMATION

Customer: **City Of Troy**
Contact: **Dennis Trantham**
Contact Info: **586-319-7461** Dennis.trantham@troymi.gov
Project Name: **Flynn Park**
Site Address: **1710 E South Blvd, Troy Mi 48085**
End User: **City of Troy**

CONSULTANT	
Kim Alexander	(734) 765-6149
QUOTE	
Quote Date	Valid Until
8/24/2022	9/23/2022
Est. Delivery:	Est. Install
14+ Weeks	

Price assumes all site work, drainage away from play area & border to be provided by "other" at no cost to webuildfun unless specified otherwise in the quote above. This includes site prep, grade work, drainage, construction fencing, concrete borders and site restoration. All additional services can be quoted upon request. webuildfun, inc. warrants the labor for replacement parts for 1 year, if webuildfun, inc provided the original installation. In the event rock is encountered, additional charges may be assessed. It is the responsibility of the owner to obtain permit(s) unless specified above. It is the responsibility of the owner to locate all underground utility lines. webuildfun, Inc will assist with this by requesting a line locate from Dig Tess, at the owner's request. webuildfun, Inc will make every reasonable effort to respect all marked utility lines, and will repair damage(s) caused by webuildfun, Inc to marked utilities. webuildfun, Inc will not be responsible for damage to unmarked utilities. Prices are guaranteed for 30 days from the date listed on quote.

**CUSTOMER INFORMATION**

Customer: **City Of Troy**
Contact: **Dennis Trantham**
Contact Info: **586-319-7461** Dennis.trantham@troy.mi.gov
Project Name: **Flynn Park**
Site Address: **1710 E South Blvd, Troy Mi 48085**
End User: **City of Troy**

Please provide the following information:

Project Name: **Flynn Park**

Est Project Start Date: _____ Bond Required _____
Est Project Completion Date: _____ Contract Required _____

Add'l Details: _____

PROJECT DETAILS

SHIPPING INFO		INVOICE INFO	
Company		Company	
Street Address		Street Address	
City, State, Zip		City, State, Zip	
Contact:		Contact:	
Phone #		Phone #	
Email:		Email:	

CONSULTANT	
Kim Alexander	(734) 765-6149

QUOTE	
Quote Date	Valid Until
8/24/2022	9/23/2022
Est. Delivery:	Est. Install
14+ Weeks	

Project Total
\$133,795.00

Purchase Order # _____

Initial here to approve colors shown above

PLEASE RETURN ALL PAGES OF THIS QUOTE UPON ORDERING



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: September 1, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Emily Frontera, Purchasing Manager
Beth Tashnick, Office Manager

Subject: Standard Purchasing Resolution 4: MiDEAL Cooperative Purchasing Contract – City Manager’s Office Additional Work Stations – Installation and Furniture

History

In the City Manager’s Suite, there is a substantial sized unused office space that has been budgeted to have office furniture installed for two work spaces.

Purchasing

- *Haworth Inc. of Holland, MI* is the awarded, contracted vendor for the State of Michigan, MiDEAL Cooperative Purchasing Program, Contract #22000000043.
- Pricing to purchase and install office furniture for two work spaces has been secured from ISCG Inc of Royal Oak, MI, the authorized local dealer for Haworth Inc., per the MiDEAL Cooperative Purchasing Contract #22000000043, for an estimated cost of \$13,775.06 as detailed in the attached proposal.
- City Council authorized participation in the Cooperative Purchasing Programs on November 8, 2021 (Resolution #2021-11-160).

Financial

- Funds are budgeted and available in the Buildings and Improvements General Repairs Capital Fund under Project Number 2023C0001 for the 2023 fiscal year. Expenditures will be charged to Account #401.172.7975.900.

Recommendation

City management recommends approving a contract to *ISCG Inc., of Royal Oak, MI* for the purchase and installation of office furniture for 2 work spaces in the City Manager’s Suite per the State of Michigan Cooperative Purchasing Contract #22000000043 for an estimated total amount of \$13,775.06.



PROPOSAL

PROPOSAL: 118628

DATE: 08/09/22
PROJECT #: 15-522PROPOSAL FOR:
CITY OF TROY
500 W BIG BEAVER RD
TROY MI 48084INSTALL AT:
CITY OF TROY
500 W BIG BEAVER RD
TROY MI 48084

COST CENTER:

SALESPERSON:
NIVES KAJTAZOVICCLIENT:
10436

YOUR P/O:

QUOTE VALID
/ /

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1	1	M1-46-4	4'x6' Aluminum Frame Porcelain Magnetic Whiteboard, 1 Marker, 1 Eraser Tag 1: CITY OF TROY	334.14	334.14
2	1	K2C1DAK	HARMONY LOUNGE SOFA - CLASSIC GRANDE SOFA - FULLY UPHOLSTERED * RADIUS CUSHIONS * ROUND BLACK LEGS * TUFTED WITH WELT * CONTRAST FABRIC A SEAT/BACK CUSHION * GRADE 3 - TBD * CONTRAST FABRIC B BODY * GRADE 3 - TBD * CONTRAST FABRIC C WELT/BUTTONS * GRADE 3 - TBD Tag 1: CITY OF TROY	4,042.76	4,042.76
3	1		CONTRASTING FABRIC Tag 1: CITY OF TROY	100.00	100.00



PROPOSAL

PROPOSAL: 118628

DATE: 08/09/22
PROJECT #: 15-522

PROPOSAL FOR:
CITY OF TROY
500 W BIG BEAVER RD
TROY MI 48084

INSTALL AT:
CITY OF TROY
500 W BIG BEAVER RD
TROY MI 48084

COST CENTER:

SALESPERSON:
NIVES KAJTAZOVIC

CLIENT:
10436

YOUR P/O:

QUOTE VALID
/ /

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
Tag 1: CITY OF TROY					
8	4	S7S-24-11	Maari, 4 Leg Side Chair, Fab Seat, Poly Back, Fixed Arms, Hard Casters	257.60	1,030.40
		,TR-1W	WATER GRD A		
		(2A)	PIXEL (2A) GRD A		
		,2A-IM	IMAGINE GRD A		
		,TR-LE	METALLIC SILVER GRD B		
		,TR-G	GRAY TONE GRD A		
Tag 1: CITY OF TROY					
9	2	SCT-20-7115	Very Task Chair,Fab Seat,Mesh Bk,4D Arms,Plstc Bse Hd Ctrs,Bk Lk, W/Lum,	422.11	844.22
		(2A)	PIXEL (2A) GRD A		
		,2A-IM	IMAGINE GRD A		
		(MS)	VERY TASK MESH (MS) GRD A		
		,MS-7	FOG GRD A		
		,TR-7	FOG GRD B		
		,TR-LE	METALLIC SILVER GRD B		
		,TR-7	FOG GRD B		
Tag 1: CITY OF TROY					



PROPOSAL

PROPOSAL: 118628

DATE: 08/09/22
PROJECT #: 15-522

PROPOSAL FOR:
CITY OF TROY
500 W BIG BEAVER RD
TROY MI 48084

INSTALL AT:
CITY OF TROY
500 W BIG BEAVER RD
TROY MI 48084

COST CENTER:

SALESPERSON:
NIVES KAJTAZOVIC

CLIENT:
10436

YOUR P/O:

QUOTE VALID
/ /

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
10	2	SUSE-3529-F NUUNNN (3A) ,3A-33 ,TR-LE	Belong Plus,Universal,Screen,End,35HX 29W,Fab,Match Thread,Universal,Universal,No Accy,Non Hnd,No Mech TELLURE (3A) GRD A MIAMI GRD A METALLIC SILVER GRD B Tag 1: CITY OF TROY	217.31	434.62
11	2	TA0M-1354-F F (PY) ,PY-FC	Planes,Modesty Panel, 13InX54In,Fab,Full TAILORED GRD A FRENCH CHALK GRD A Tag 1: CITY OF TROY	149.80	299.60
12	2	TJRA-2958-L JSNCXG ,H-C2 ,HP-C2 ,TR-LE	Upside,Table,29"x58",Lam,Eb3,S td,No Co,C-Leg,Single Stage, Simple Paddle DRIFT GRD E DRIFT GRD A METALLIC SILVER GRD B Tag 1: CITY OF TROY	657.56	1,315.12



PROPOSAL

PROPOSAL: 118628

DATE: 08/09/22
PROJECT #: 15-522

PROPOSAL FOR:
CITY OF TROY
500 W BIG BEAVER RD
TROY MI 48084

INSTALL AT:
CITY OF TROY
500 W BIG BEAVER RD
TROY MI 48084

COST CENTER:

SALESPERSON:
NIVES KAJTAZOVIC

CLIENT:
10436

YOUR P/O:

QUOTE VALID
/ /

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
13	4	TS00-37XJ	Worksurface Support Panel, Compose, 12In.W,Lam,3mm Edgeband Top ,0H-03J GRAPHITE, GRADE A ,HP-03J GRAPHITE, GRADE A ,TR-- TETRA TRIM COLOR UNDECIDED Tag 1: CITY OF TROY	58.17	232.68
14	4	TS00-37XM	Worksurface Support Panel,Freestanding with Bracket, 24In.W,Lam,3mm Edgeband Top ,0H-03J GRAPHITE, GRADE A ,HP-03J GRAPHITE, GRADE A ,TR-- TETRA TRIM COLOR UNDECIDED Tag 1: CITY OF TROY	70.80	283.20
15	6	WUAC-WSG	Casegoods, Grommet Tag 1: CITY OF TROY	4.08	24.48
16	1	WUAW-1500-P NH	Worksurface, Horiz Wire Manager Tag 1: CITY OF TROY	29.00	29.00



PROPOSAL

PROPOSAL: 118628

DATE: 08/09/22
PROJECT #: 15-522PROPOSAL FOR:
CITY OF TROY
500 W BIG BEAVER RD
TROY MI 48084INSTALL AT:
CITY OF TROY
500 W BIG BEAVER RD
TROY MI 48084

COST CENTER:

SALESPERSON:
NIVES KAJTAZOVICCLIENT:
10436

YOUR P/O:

QUOTE VALID
/ /

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
17	2	WURA-2472-L JSC ,H-C2 ,HP-C2	Worksurface, Rect,24Dx72W,Lam,Edgeband,Std Core,No Cbl Mgt, DRIFT GRD E DRIFT GRD A Tag 1: CITY OF TROY	159.56	319.12
18	2	WURA-24A2-L JSC ,H-C2 ,HP-C2	Worksurface,Rect,24Dx102W,Lam, Edgeband,Std Core,No Cbl Mgt DRIFT GRD E DRIFT GRD A Tag 1: CITY OF TROY	212.99	425.98
19	2	ZUBF-0000-P N	Flush Mount Plate Tag 1: CITY OF TROY	4.08	8.16
20	1	FREIGHT	GHENT FREIGHT	225.00	225.00
21	1	FREIGHT	BERNHARDT FREIGHT	365.00	365.00



PROPOSAL

PROPOSAL: 118628

DATE: 08/09/22
PROJECT #: 15-522PROPOSAL FOR:
CITY OF TROY
500 W BIG BEAVER RD
TROY MI 48084INSTALL AT:
CITY OF TROY
500 W BIG BEAVER RD
TROY MI 48084

COST CENTER:

SALESPERSON:
NIVES KAJTAZOVICCLIENT:
10436

YOUR P/O:

QUOTE VALID
/ /

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
22	1	DESIGN	4% DESIGN FEE PER MIDEAL CONTRACT	190.44	190.44
23	1	LABOR	LABOR PER MIDEAL SEATING CONTRACT Tag 1: P3309	210.00	210.00
24	1	LABOR	LABOR PER MIDEAL OPEN OFFICE CONTRACT Tag 1: P3309	1,672.00	1,672.00

Thank you for the opportunity to quote on your requirements.
Quote valid for 15 days.

DEPOSIT REQUIRED 6,888.00 SUBTOTAL....: 13,775.06

ACCEPTED BY _____

DATE ACCEPTED _____

TOTAL.....: 13,775.06



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-05

CITY COUNCIL AGENDA ITEM

Date: September 12, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Kurt Bovensiepe, Public Works Director

Subject: 2022-2023 Winter Maintenance Agreement, Road Commission for Oakland County

History

Since 2001, the City of Troy has serviced all county roads in Troy for snow and ice control. The amount of the Winter Maintenance Agreement compensation to the City for the 2021-22 winter season totaled \$312,352.33. The 2022-23 Winter Maintenance Agreement contract is for \$321,723.11, which is a 3% increase from last year. Attached is a copy of the proposed 2022/2023 Winter Maintenance Agreement between the Road Commission for Oakland County and the City of Troy.

Over the life of these contracts, compensation from the Road Commission of Oakland County seldom fully subsidizes all expenses but does provide a higher level of service by the City. The higher level of service has caused the City to subsidize this operation by an additional average of \$107,415 per year over the last 21 years. For detailed expense information, refer to the attached *County Road Snow Removal Revenue/Cost History* chart.

Taking advantage of the MiDeal cooperative purchasing agreement, current pricing for salt is \$54.41, which is a 18.3% increase per ton from last year. MiDeal continues to provide this product below industry costs. See the attached *Salt Per Ton History* chart for historical salt price data.

It is evident that this agreement is beneficial to the residents, businesses and traveling public concerning the level and timeliness of service. The City is able to administer snow and ice control in a more timely and uniform manner to these high priority roads, while allowing the county to concentrate on its highest priority roads, I-75 and M-59.

Financial

Funds are budgeted and available in the County Road Winter Maintenance operating budgets 202.447.502

Recommendation

City Management agrees with the lane mile figures as presented, and calculations used to determine the compensation for each road configuration; therefore, we recommend that the proposed maintenance agreement be approved.

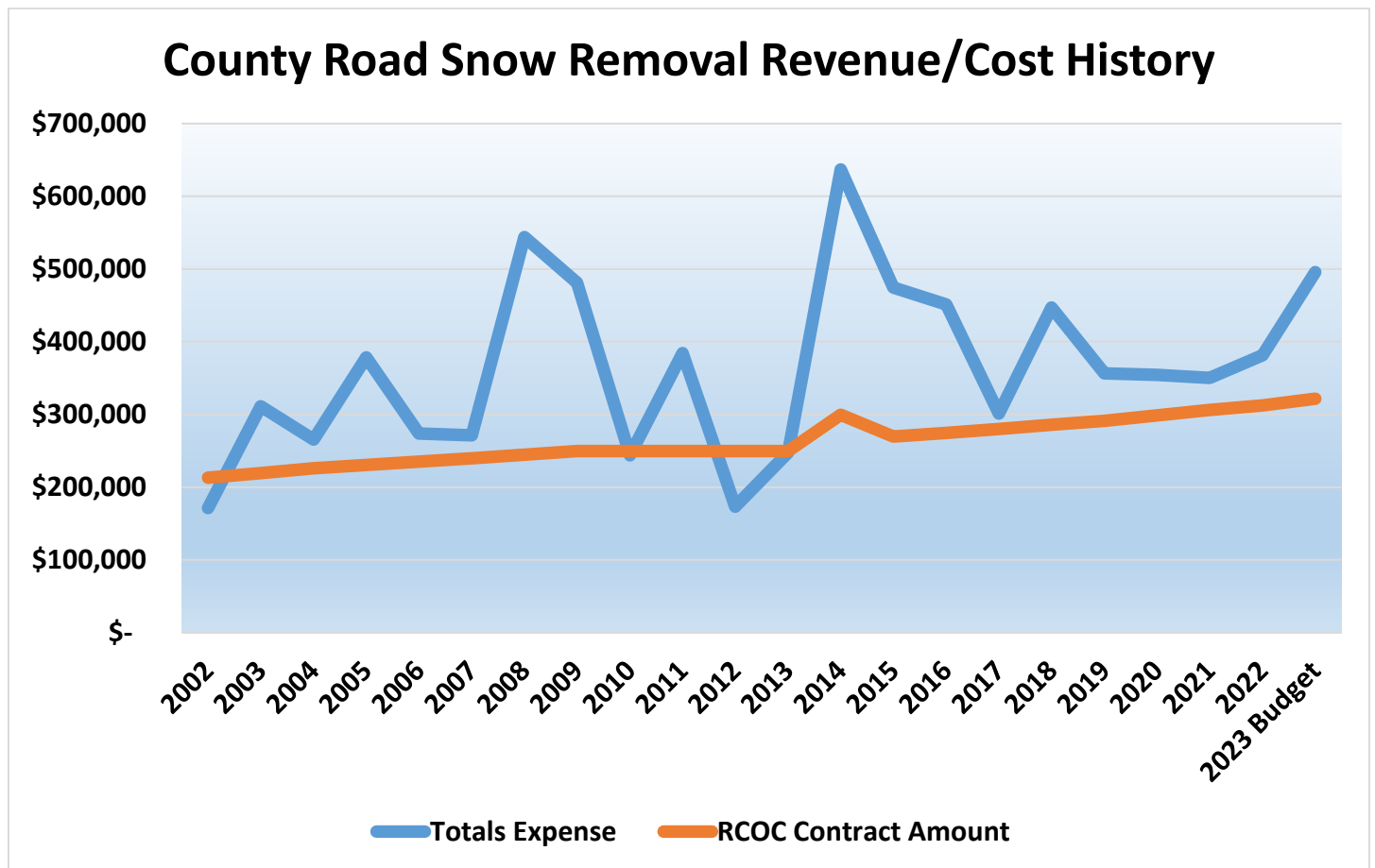


500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Legal Review

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

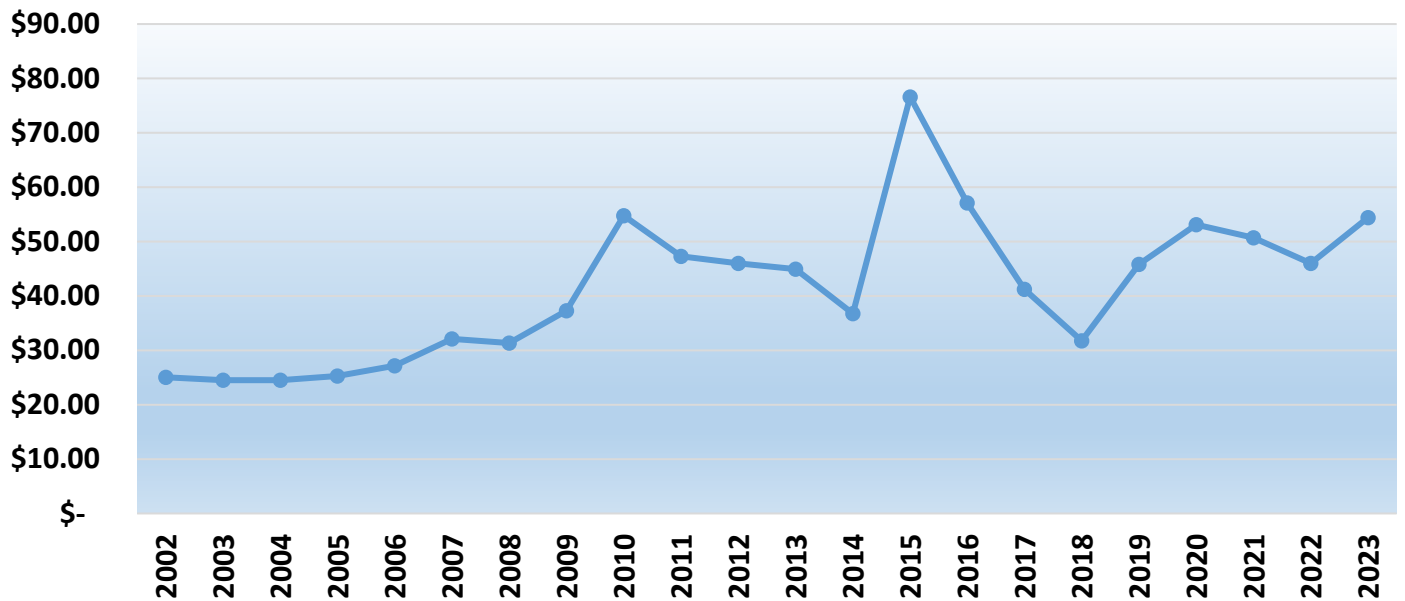




500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Salt Per Ton History





QUALITY LIFE THROUGH GOOD ROADS:
ROAD COMMISSION FOR OAKLAND COUNTY
"WE CARE."

Board of Road Commissioners

Ronald J. Fowkes
Commissioner

Andrea LaLonde
Commissioner

Nancy Quarles
Commissioner

Dennis G. Kolar, P.E.
Managing Director

Gary Piotrowicz, P.E., P.T.O.E.
Deputy Managing Director
County Highway Engineer

Highway Maintenance
Department

2420 Pontiac Lake Road
Waterford, MI 48328

248-858-4881

FAX
248-858-7607

www.rcocweb.org

August 18, 2022

Mr. Kurt Bovensiep
Public Works Director
City of Troy
500 West Big Beaver Road
Troy, Michigan 48084-5285

RE: 2022-2023 Winter Maintenance Agreement

Dear Mr. Bovensiep:

Attached are two copies of a Winter Maintenance Agreement between the Road Commission for Oakland County and the City of Troy.

This 2022-2023 agreement has an increase of 3%, which increases the amount from \$312,352.33 to \$321,723.11.

If this agreement is satisfactory, please electronically send one signed copy of agreement and the resolution of approval by your City Council to my secretary Gloria Greenwood, email, ggreenwood@rcoc.org. One fully signed copy will be returned to you upon approval by the Board of Road Commissioners.

Please furnish proof that your liability insurance covers this agreement, and particularly covers your personnel and equipment working on county roads under the jurisdiction of the Board of Road Commissioners. If there are any changes in this coverage during the term of this agreement, we must be notified of these changes. We will also need a current certificate of membership in the Michigan Municipal Workers Compensation Fund.

The Board of Road Commissioners and I extend our appreciation to you, the City Council, and your personnel for the fine work that has been done. We will continue to cooperate in any way to provide our citizens with the best road system possible.

We request that your signed agreement be returned to us no later than the end of November, so that we may present the agreement to our Board prior to the end of the year, which will allow RCOC to make payments per the agreement.

Sincerely,

Darryl M. Heid, P.E.
Director of Highway Maintenance

/gg
Attachment

2022-2023 WINTER MAINTENANCE AGREEMENT
CITY OF TROY

Under 1951 PA 51, As Amended

This Winter Maintenance Agreement (“Agreement”) is made this ____ day of _____, 2022, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, hereinafter referred to as the “Board,” and the City of Troy, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the “City.”

WHEREAS, certain county primary and local roads more specifically set forth in Exhibit A, attached hereto, are under the jurisdiction and control of the Board and are located within or adjacent to the City; and

WHEREAS, The City desires to be responsible for certain winter maintenance of said roads under the terms of this Agreement, and the Board is willing to participate in the cost thereof as provided in Section III of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein as provided, it is hereby agreed as follows:

I

The City will perform Winter Maintenance of certain roads under the terms of this Agreement, and the Board will participate in the cost thereof as provided in Section III of this Agreement. “Winter Maintenance,” herein required to be performed by the City, shall mean snow removal and ice control, on all roads listed in Exhibit A, as follows: Snow removal by blading, plowing and other methods necessary to make the roads reasonably safe for public travel, and ice control by salting, sanding, scraping and other methods necessary to make the roads reasonably safe for public travel, together with such other work and services, such as recordkeeping and insurance, required by this Agreement. All Winter Maintenance work and services performed by the City shall be in accordance with the Board’s maintenance guidelines, including the Board adopted Winter Maintenance Guidelines, the Board’s standard practices and this Agreement.

II

The City shall keep accurate and uniform records of all Winter Maintenance work performed pursuant to this Agreement. The Board shall have the right to audit City accounts and records insofar as such documents concern this Agreement and the work and services performed and to be performed hereunder.

III

In consideration of the assumption of Winter Maintenance by the City, the Board hereby agrees to pay to the City the sum of \$321,723.11 as set forth in Exhibit A, attached hereto and made a part hereof. Such amounts are to be used by the City for Winter Maintenance. Payments are to be made by the Board to the City as follows:

50% in December 2022
50% in March 2023

The making of said payments shall constitute the Board’s entire obligation in reference to Winter Maintenance.

IV

The City hereby agrees to hold harmless, represent, defend and indemnify the Board, the Road Commission for Oakland County, its officers, and employees; the County of Oakland; the Office of the Oakland County Water Resources Commissioner and applicable drainage districts(s); the Michigan State Department of Transportation and the Transportation Commission; and any and all local units(s) of government within which the roads subject to this Agreement are located, against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons (including death), or (c) other claims, charges, complaints, damages or causes of action arising out of the performance or non-performance of the activities which are the subject matter of this Agreement, specifically those activities set out in Section I, both known and unknown, whether during the progress or after the completion thereof. However, this hold harmless provision does not apply in so far as any claim or suit is alleged to be, or demonstrated to be, the result of a defect in highway design or condition and not related to the Winter Maintenance activities set out in Section I. Further, since the Board has the statutory responsibility for maintenance of the roads under this Agreement, it is the intent of the parties that the delegation by this Agreement of those maintenance responsibilities to the City provide immunity to the City as an agent of the Board. Therefore, the City falls within the governmental immunity protection of the Board.

During that part of the year that the City is providing Winter Maintenance under Section I, the City agrees to promptly notify the Board as soon as possible, but not longer than 10 days, should it become aware of defects or maintenance requirements in the roads set forth in Exhibit A, if said defects or maintenance requirements are not Winter Maintenance subject to this Agreement.

V

The City shall acquire and maintain, during the term of the Agreement, statutory worker's compensation insurance, employer's liability insurance, automobile and comprehensive general liability insurance coverages, as more fully described in Exhibit B attached hereto, covering the Board's liability for any and all claims arising out of the City's performance or non-performance of the activities which are the subject matter of this Agreement.

VI

The City further agrees to comply with all applicable laws and regulations, including laws and regulations of the State of Michigan for safeguarding the air and waters of the State. In particular, City facilities and operations must meet the provisions of Part 5 (Spillage of Oil and Polluting Materials) rules promulgated pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. (Rules R324.2001 through R324.2009 address release prevention planning, secondary containment, surveillance, and release reporting requirements).

VII

In accordance with Michigan 1976 Public Acts No. 220 and 453, being MCLA §§37.1209 and 37.2209, as the same may be amended, the City and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status; or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant may be regarded as a material breach of this Agreement.

VIII

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party.

It is anticipated that subsequent agreements regarding Winter Maintenance activities will be executed annually by the Parties hereto.

The terms and conditions of this Agreement shall become effective on October 1, 2022 and shall continue in full force and effect until a subsequent Winter Maintenance agreement has been executed by the parties hereto or until this Agreement is terminated, as set forth below.

In the event that a subsequent Winter Maintenance agreement has not been executed by the parties hereto on or before September 1, 2023, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) days prior to the date of termination.

This Agreement is executed by the Board at its meeting of _____,
and by the City by authority of a resolution of its governing body, adopted _____,
(copy attached as Exhibit C).

Witnesses:

CITY OF TROY
A Municipal Corporation

By: _____

Its: _____

By: _____

Its: _____

Witnesses:

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF OAKLAND,
A Public Body Corporate

By: _____

Its: _____

By: _____

Its: _____

WINTER MAINTENANCE

2022-2023

CITY OF TROY

EXHIBIT A

Long Lake Road

Extending from Adams to Dequindre

<u>Miles</u>	<u>Cost Per Mile</u>	
1.54	\$4,191.15	\$ 6,454.37
0.16	\$5,946.51	\$ 951.44
3.47	\$7,334.54	\$ 25,450.85
<u>0.86</u>	<u>\$9,046.38</u>	<u>\$ 7,779.89</u>
6.03		\$ 40,636.55

John R Road

Extending from Fourteen Mile Road to South Boulevard

<u>Miles</u>	<u>Cost Per Mile</u>	
1.15	\$4,191.15	\$ 4,819.82
0.32	\$5,946.51	\$ 1,902.88
4.37	\$7,334.54	\$ 32,051.94
<u>0.38</u>	<u>\$9,046.38</u>	<u>\$ 3,437.62</u>
6.22		\$ 42,212.27

Big Beaver

Extending from Adams to Dequindre

<u>Miles</u>	<u>Cost Per Mile</u>	
3.40	\$7,334.54	\$ 24,937.44
<u>2.61</u>	<u>\$9,046.38</u>	<u>\$ 23,611.05</u>
6.01		\$ 48,548.49

Crooks Road

Extending from Maple Road to South Boulevard

<u>Miles</u>	<u>Cost Per Mile</u>	
0.38	\$4,191.15	\$ 1,592.64
0.26	\$5,946.51	\$ 1,546.09
3.08	\$7,334.54	\$ 22,590.38
<u>1.40</u>	<u>\$9,046.38</u>	<u>\$ 12,664.93</u>
5.12		\$ 38,394.04

Livernois Road

Extending from Maple Road to South Boulevard

<u>Miles</u>	<u>Cost Per Mile</u>	
1.31	\$4,191.15	\$ 5,490.41
0.34	\$5,946.51	\$ 2,021.81
3.05	\$7,334.54	\$ 22,370.35
<u>0.43</u>	<u>\$9,046.38</u>	<u>\$ 3,889.94</u>
5.13		\$ 33,772.51

CITY OF TROY
EXHIBIT A
(Continued)

Maple Road

Extending from Dequindre to Coolidge

<u>Miles</u>	<u>Cost Per Mile</u>		
5.01	\$7,334.54	\$	36,746.05

South Boulevard

Extending from Dequindre to Adams

<u>Miles</u>	<u>Cost Per Mile</u>		
5.96	\$4,191.15	\$	24,979.25

Dequindre Road

Extending from Fourteen Mile to South Boulevard

<u>Miles</u>	<u>Cost Per Mile</u>		
2.16	\$4,191.15	\$	9,052.88
<u>3.98</u>	<u>\$7,334.54</u>	\$	<u>29,191.47</u>
6.14		\$	38,244.35

Adams Road

Extending from South Troy City Limits to South Boulevard

<u>Miles</u>	<u>Cost Per Mile</u>		
4.34	\$4,191.15	\$	18,189.59

Total Miles

49.96		TOTAL	<u>\$ 321,723.11</u>
-------	--	-------	----------------------

TWO LANES (\$4,191.15 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>		
1.54	\$4,191.15	\$	6,454.37
1.15	\$4,191.15	\$	4,819.82
0.38	\$4,191.15	\$	1,592.64
1.31	\$4,191.15	\$	5,490.41
5.96	\$4,191.15	\$	24,979.25
2.16	\$4,191.15	\$	9,052.88
<u>4.34</u>	<u>\$4,191.15</u>	\$	<u>18,189.59</u>
16.84		\$	70,578.97

CITY OF TROY
EXHIBIT A
(Continued)

THREE LANES (\$5,946.51 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>		
0.16	\$5,946.51	\$	951.44
0.32	\$5,946.51	\$	1,902.88
0.26	\$5,946.51	\$	1,546.09
<u>0.34</u>	\$5,946.51	\$	<u>2,021.81</u>
1.08		\$	6,422.23

FOUR OR FIVE LANES (\$7,334.54 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>		
3.47	\$7,334.54	\$	25,450.85
4.37	\$7,334.54	\$	32,051.94
3.40	\$7,334.54	\$	24,937.44
3.08	\$7,334.54	\$	22,590.38
3.05	\$7,334.54	\$	22,370.35
5.01	\$7,334.54	\$	36,746.05
<u>3.98</u>	\$7,334.54	\$	<u>29,191.47</u>
26.36		\$	193,338.47

SIX OR MORE LANES (\$9,046.38 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>		
0.86	\$9,046.38	\$	7,779.89
0.38	\$9,046.38	\$	3,437.62
2.61	\$9,046.38	\$	23,611.05
1.40	\$9,046.38	\$	12,664.93
<u>0.43</u>	\$9,046.38	\$	<u>3,889.94</u>
5.68		\$	51,383.44

Total Miles

49.96

TOTAL

\$ 321,723.11

50% in December, 2022	\$ 160,861.56
50% in March, 2023	<u>\$ 160,861.55</u>
	<u>\$ 321,723.11</u>

EXHIBIT B

2022-2023 WINTER MAINTENANCE AGREEMENT

ROAD COMMISSION FOR OAKLAND COUNTY

INSURANCE PROVISION (CITY)

Insurance Coverage:

The City, prior to execution of the maintenance agreement, shall file with the Road Commission for Oakland County, copies of completed certificates of insurance as evidence that he carries adequate insurance satisfactory to the Board. Insurance coverage shall be provided in accordance with the following:

- a. Worker's Compensation and Employer's Liability Insurance: The insurance shall provide worker's compensation protection for the City's employees, to the statutory limits of the State of Michigan, and provide Part B Employers Liability as follows:

Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$500,000

The indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the City under worker's disability compensation coverage established by law.

- b. Bodily Injury and Property Damage: The insurance shall provide protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operation for one year, after completion of the work.
1. Bodily Injury and Property Damage Other Than Automobile: The minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily Injury and Property Damage Liability:	or: Combined Single Limit:
Each Person \$1,000,000	Aggregate \$2,000,000
Each Occurrence \$1,000,000	
Aggregate \$2,000,000	

Such insurance shall include: 1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations; (3) contractual liability; and (4) independent contractors coverages.

2. Bodily Injury Liability and Property Damage Automobiles: The minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury and Property Damage Liability:	or: Combined Single Limit:
Each Person \$1,000,000	Each Occurrence: \$1,000,000
Each Occurrence \$1,000,000	

Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

- c. Excess and Umbrellas Insurance – The City may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.
- d. The City shall provide for and in behalf of the Road Commission for Oakland County and all agencies specified by the Road Commission, as their interest may appear, Owner's Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the City's General Liability Insurance.
- e. Notice – The City shall not cancel, renew, or non-renew the coverage of any insurance required by this Section without providing 30-day prior written notice to the Road Commission for Oakland County. All such insurance shall include an endorsement whereby the insurer shall agree to notify the Road Commission for Oakland County 30 days in advance of any reduction by the City. The City shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until new insurance is in force. If the City cannot secure the required insurance within 30 days, the Board reserves the right to terminate the Contract.
- f. Reports: Within thirty (30) days of receipt of each claim, the City or its insurance carrier shall report to the Road Commission a description of the claim received, the claim investigations made, and the disposition of claim.

See provisions of the maintenance agreement to which this Exhibit B is attached.



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-06

CITY COUNCIL AGENDA ITEM

Date: August 30, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Kurt Bovensiep, Public Works Director
Ashely Tebedo, Administrative Services Manager

Subject: Fiscal Year 2023 SMART Municipal Credit and Community Credit Contract

History

Community Municipal Credits are funds collected by the Suburban Mobility Authority for Regional Transportation (SMART) through property taxes from communities opting in to regional transportation. A portion of these funds are divided among every city, township and village in Oakland, Wayne and Macomb Counties based on the specialized services it provides. The Troy RYDE program is eligible to receive this funding as it is operating in accordance with SMART's Community Partnership Program. The available funding to the City of Troy for Municipal Credit is \$81,700 and \$128,460 for Community Credit, which is a total increase of \$5,881 from the previous year.

Financial

The Municipal Credit and Community Credit funding for 2023 through SMART allows the City of Troy to use an additional \$210,160 toward the Troy RYDE service.

Recommendation

It is recommended that the City enter into a contract for the Municipal Credit and Community Credit with SMART for \$81,700 and \$128,460 respectfully. These funds are utilized for transportation service for senior citizens and persons with disabilities through the Troy RYDE service.

Legal Review

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

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY2023

I, **ETHAN BAKER**, as the **MAYOR** of the **CITY of TROY** (hereinafter, the “Community”) hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** available for the period **July 1, 2022** through **June 30, 2023** (Section 1 below), and **Community Credits** available for the period **July 1, 2022** to **June 30 2023** (Section 2 below); and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in **Exhibit A**, and the operating budget for that service is set forth in **Exhibit B**, both of which are attached hereto and incorporated herein.

1. The Community agrees to use \$ **81,700.00** in **Municipal Credit** funds as follows:

- (a) Transfer to _____ Funding of: \$ _____
TRANSFeree COMMUNITY
- (b) Van/Bus Operations At the cost of: \$ 81,700.00
(Including Charter and Taxi services)
- (c) Services Purchased from SMART At the cost of: \$ _____
(Including Tickets, Shuttle Services/Dial-a-Ride)
- (d) Services Purchased from Subcontractor At the cost of: \$ _____

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

Total \$ 81,700.00

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

2. The Community agrees to use \$ **128,460.00** in **Community Credit** funds available as follows:

- (a) Transfer to _____ Funding of: \$ _____
TRANSFeree COMMUNITY
- (b) Van/Bus Operations At the cost of: \$ 128,460.00
(Including Charter and Taxi services)

- (c) Services Purchased from SMART At the cost of: \$ _____
(Including Tickets, Shuttle Services/Dial-a-Ride)
- (d) Capital Purchases At the cost of: \$ _____
- (e) Services Purchased from Subcontractor At the cost of: \$ _____

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

Total \$ 128,460.00

To the extent that this Contract calls for a payment of funds directly from SMART to a subcontractor, Community hereby acknowledges that it is the party entitled to receive such funds and is affirmatively authorizing and directing SMART to pay such funds directly to the subcontractor on its behalf. Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in **FY 2023**, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by **June 30, 2026** any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

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

This Agreement shall be binding once signed by both parties.

**SUBURBAN MOBILITY
AUTHORITY FOR REGIONAL
TRANSPORTATION**

CITY of TROY

Signature

Signature

DWIGHT FERRELL

Printed Name

ETHAN BAKER

Printed Name

GENERAL MANAGER

Title

MAYOR

Title

Date

Date

Additional signature for Troy: _____

AILEEN DICKSON, CLERK (Printed Name, Title)

_____ (Date)

EXHIBIT A

PROJECT DESCRIPTION

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

The Troy Transportation Service provides transportation to seniors (60 years and older) and persons with disabilities who are residents of the City of Troy. Door to door transportation is available for eligible riders. Transportation to the following destinations include but are not limited to: Doctor and other medical appointments, physical therapy, shopping, salon appointments, employment and other locations deemed appropriate by the City of Troy.

This is a shared ride service and scheduling is arranged on a “first-come, first-served basis. Reservations are made through various means detailed by the City of Troy and must be made 24 hours prior to the requested pick up time. Rides are prioritized with medical trips the highest ranking and other requests granted accordingly.

Per special request, the Troy Transportation Service may be utilized for transporting the general public to specific community events. These requests are reviewed on a case by case basis.

Service Area *(Provide geographic boundaries):*

NORTH – Auburn Road including Barclay Circle; SOUTH – 12 Mile Road; EAST – Mound Road and WEST – Southfield Road, Adams Road

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

Monday through Friday, 8am – 4pm

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

Residents of Troy who are Seniors (60 years and older) and persons with disabilities

Fare Structure *(Cost to use service):*

There are no direct fare fees to riders

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

All vehicles used are wheelchair lift equipped and there are 6 – 13 passenger buses and 1 van

EXHIBIT B

PROJECT OPERATING BUDGET

Municipality: **CITY of TROY**
Contract Period: **July 1, 2022 – June 30, 2023**
Account Number: **48249**

OPERATING EXPENSES:

Administrative Fee: *(All employees
other than drivers and dispatchers)*

(10% max. of MC & CC funds) \$ 81,700.00

Driver Wages \$ 199,950

Fringe Benefits \$ 31,140

Gasoline & Lubricants \$ 57,000

Vehicle Insurance

Parts, Maintenance Supplies \$

Mechanic Wages \$ 56,000

Fringe Benefits \$ 13,540

Dispatch Wages \$ 55,000

Other (Computers, Software, Phones.
Printing, Training)

\$ 28,270

Sub-Total (Operating Expenses) \$522,600

PURCHASED SERVICE:

Taxi Service

Charter Service

SMART Bus Tickets

SMART Shuttle Service

SMART Dial-A-Ride

Other *(Specify)*

Sub-Total (Purchased Service)

CAPITAL EQUIPMENT:

(Only list purchases to be made with Community Credits)

Computer Equipment

Software

Vehicle

Maintenance Equipment

Other (Specify)

Sub-Total (Capital Equipment)

\$522,600

TOTAL EXPENSES:

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

EXHIBIT B, continued (Page 2)

REVENUES:

Municipal Credit Funds	\$ 81,700.00	
Community Credit Funds	\$128,460.00	
Specialized Services Funds	\$ 27,692.00	
General Funds	\$284,748.00	
Farebox Revenue		
In-Kind Service		
Special Fares (<i>Contracted Service</i>)		
Other (<i>Specify</i>)		
		\$522,600

TOTAL REVENUE:

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



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-07

CITY COUNCIL AGENDA ITEM

Date: September 12th, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Peter Hullinger, Fire Chief
Frank A. Nastasi, Police Chief

Subject: Request to Temporarily Waive Parking Restrictions

History

The Congregation Shir Tikvah is requesting that the parking restrictions on the East side of Northfield Parkway from the entrance of Boulan Park to the entrance of the synagogue be waived on the following dates and times:

Sunday, September 25th from 7:00 p.m. to 11:00 p.m.
Monday, September 26th from 9:00 a.m. to 5:00 p.m.
Tuesday, October 4th from 7:00 p.m. to 11:00 p.m.
Wednesday, October 5th from 9:00 a.m. to 9:00 p.m.

Congregation Shir Tikvah is conducting events related to the observance of the High Holidays on these dates and times. Although they have arranged for additional parking at Stonehaven Church on Wattles Road, they fear they will not have sufficient parking space for all attendees. The waiving of the restrictions would allow attendees to park on the dirt shoulder of Northfield Parkway.

Recommendation

City Ordinance prohibits parking on Northfield Parkway; therefore, City Council action is required to grant a variance.

Congregation Shir Tikvah makes such requests and is granted a variance regularly; no problems have ever been reported.



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-08

CITY COUNCIL AGENDA ITEM

Date: September 1, 2022

To: Mayor and Members of the Troy City Council

From: Lori Grigg Bluhm, City Attorney
Julie Quinlan Dufrane, Assistant City Attorney

Subject: First Amendment to Agreement for Parking Lot Maintenance - Meadows of Troy

City Council previously approved a 31-unit cluster development proposed by Robertson Brothers for property located east of John R and north of Square Lake Road, which is zoned R-1D, one family residential. Under the City's Zoning Ordinance and as a condition of final site plan approval, a developer who chooses to use the Cluster Option must set aside dedicated open space through an irrevocable conveyance. (Troy Zoning Ordinance 10.04.D.7).

As part of the approval process, City Council also conditioned approval of the project on the submission of a parking lot maintenance agreement with the City. The parking lot maintenance agreement requires a 13-space gravel lot to provide parking for visitors who desire to use the open space, trail head, and nature trails located within the Meadows of Troy and the adjacent property. City Council approved the Agreement for Parking Lot Maintenance at its September 13, 2021 meeting, and it was subsequently recorded with the Oakland County Register of Deeds.

Since that time, the dimensions and legal description of the ingress/egress easement over the parking lot need to be slightly modified, as well as the access drive from Square Lake Road to the parking lot. Following this, the Developer has requested an amendment to the Parking Lot Maintenance Agreement to incorporate these revisions. The attached proposed First Amendment to Agreement for Parking Lot Maintenance substitutes new exhibits to replace the original exhibits. All other provisions of the original Agreement for Parking Lot Maintenance, which is attached, remain intact.

The Developer has approved this proposed First Amendment for Parking Lot Maintenance, and City Administration has no objections. If the City Council also approves this document, then Developer is required to record it with the Oakland County Register of Deeds.

Please let us know if you have any questions or concerns.

FIRST AMENDMENT TO AGREEMENT FOR PARKING LOT MAINTENANCE

THIS "Amendment" is made this ____ day of September, 2022, by and between ROBERTSON MEADOWS, LLC, a Michigan limited liability company, whose address is 6905 Telegraph Road, Suite 200, Bloomfield Hills, Michigan 48301-3187, (hereinafter referred to as "Developer") and CITY OF TROY, a Michigan municipal corporation, whose address is 500 W Big Beaver Rd, Troy, MI 48084, (hereinafter referred to as "City").

RECITATIONS:

- A. Developer is developing a single-family residential condominium project in the City to be known as the Meadows of Troy (the "Condominium Project") and in connection with developing the Condominium Project an Agreement for Parking Lot Maintenance was recorded in Liber 57669 at Page 20, Oakland County Records ("Original Agreement") for which a parking lot and access road are described (collectively, "Parking Lot").
- B. Developer and the City desire to amend the legal description for the Parking Lot and access road and to confirm the grant of the easement over the Parking Lot and access road.

NOW, THEREFORE, Developer hereby declares that the Condominium Project shall be owned, occupied and conveyed subject to the covenants and restrictions which are set forth below, and the easement granted herein, all of which shall run with the land and bind the Condominium Project and all parties that hereafter have any right, title or interest in and to the Condominium Project, or any portion thereof.

1. Exhibits A and B attached to the Original Agreement are replaced with Exhibits A and B attached to this Amendment.

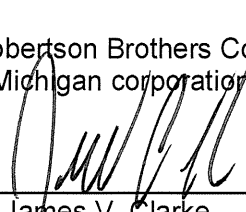
2. Developer hereby reserves and grants for the benefit of the general public the right to use the portion of the street in the Condominium Project and the parking lot located within the area described in Exhibit A and depicted in Exhibit B hereto for the purpose of ingress and egress to and from the parking lot located on the property described in Exhibit A, and the public right-of-way on E. Square Lake Road, for the purpose of gaining access to the trail located on adjacent property.

In all respects, other than as set forth above, the Original Agreement, recorded as aforesaid, is hereby ratified, conformed and re-declared.

IN WITNESS WHEREOF, Developer and the City have executed this First Amendment to Agreement as at the day and year first above set forth.

ROBERTSON MEADOWS, LLC,
a Michigan limited liability company

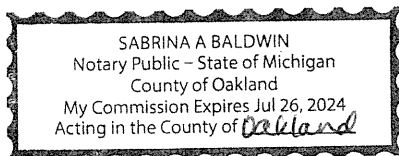
By: Robertson Brothers Co.,
a Michigan corporation, Manager

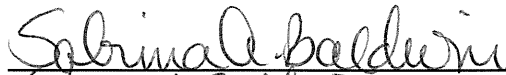
By: 
James V. Clarke

Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 10th day of June, 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

CITY OF TROY, Michigan municipality

Witness

By: _____
Ethan Baker
Its: Mayor

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing First Amendment to Agreement for Parking Lot Maintenance was acknowledged before me this ____ day of September, 2022, by Ethan Baker on behalf of the City of Troy, a Michigan municipality.

_____, Notary Public
_____ County, Michigan
Acting in Oakland County
My Commission Expires: _____

Witness

By: _____
M. Aileen Dickson
Its: City Clerk

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing First Amendment to Agreement for Parking Lot Maintenance was acknowledged before me this ____ day of September, 2022, by Aileen Dickson on behalf of the City of Troy, a Michigan municipality.

_____, Notary Public
_____ County, Michigan
Acting in Oakland County
My Commission Expires: _____

THIS INSTRUMENT DRAFTED BY AND WHEN RECORDED RETURN TO:

C. Kim Shierk
WILLIAMS, WILLIAMS, RATTNER & PLUNKETT, P.C.
380 North Old Woodward Avenue, Suite 300
Birmingham, Michigan 48009

EXHIBIT A TO
FIRST AMENDMENT TO AGREEMENT FOR MAINTENANCE

(SEE ATTACHED)

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 AND SQUARE LAKE PLACE SUBDIVISION, AS RECORDED IN LIBER 189 OF PLATS, ON PAGES 20 AND 21, 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)

VARIABLE WIDTH INGRESS-EGRESS EASEMENT

A variable width ingress-egress easement over part of the Southwest 1/4 of Section 1, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, 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, 673.16 feet to the POINT OF BEGINNING;

thence N00°07'29"E, 385.90 feet;

thence 124.05 feet along an arc of a curve to the left, having a radius of 102.91 feet and a chord that bears N35°04'00"W, 116.67 feet;

thence N46°20'37"W, 12.00 feet;

thence N43°39'23"E, 55.27 feet;

thence S46°20'37"E, 20.00 feet;

thence S05°29'32"W, 30.57 feet;

thence S42°12'57"E, 65.00 feet;

thence S89°58'18"E, 151.45 feet;

thence S00°07'29"W, 43.00 feet;

thence N89°58'18"W, 113.94 feet;

thence S45°01'42"W, 21.33 feet;

thence S00°07'29"W, 380.24 feet to the aforementioned north line of E. Square Lake Road;

thence along said north line, N88°30'57"W, 40.01 feet to the POINT OF BEGINNING.

Containing 0.61 acres of land, more or less.

ROBERTSON BROTHERS CO.
6905 TELEGRAPH RD, SUITE 200
BLOOMFIELD HILLS, MI 48301

0 75 150
SCALE: 1" = 150'

SHEET 2 OF 2
JANUARY 24, 2022
2018-169

PEA
GROUP

t: 844.813.2949
www.peagroup.com

EXHIBIT B TO
FIRST AMENDMENT TO AGREEMENT FOR MAINTENANCE
DEPICTION OF PARKING LOT AND ACCESS EASEMENT
(SEE ATTACHED)

EAST LINE CHESAPEAKE
GROVE CONDO

"CHESAPEAKE GROVE CONDO"
OCCP NO. 1827 (L.40338, P.751)

589°59'21"E 857.91'

INGRESS-
EGRESS
EASEMENT

S88°30'57"E
1310.47'

P.O.B.
"A"

NORTH LINE E.
SQUARE LAKE

S88°30'57"E 673.16'

P.O.
ESM

SW. CORNER
SECTION 1
T.2N., R.11E.

E. SQUARE LAKE RD.
(120' R.O.W. - PUBLIC)

SOUTH LINE SECTION 1

S. 1/4 CORNER
SECTION 1
T.2N., R.11E.

N88°30'57"W 2646.69'(M-TOTAL)

0 75 150
SCALE: 1" = 150'

PEA
GROUP

(: 844.813.2949
www.peagroup.com

AGREEMENT FOR PARKING LOT MAINTENANCE

THIS "Agreement" is made this 13th day of September 2021, by and between ROBERTSON MEADOWS, LLC, a Michigan limited liability company, whose address is 6905 Telegraph Road, Suite 200, Bloomfield Hills, Michigan 48301-3187, (hereinafter referred to as "Developer") and CITY OF TROY, a Michigan municipal corporation, whose address is 500 W Big Beaver Rd, Troy, MI 48084, (hereinafter referred to as "City").

RECITATIONS:

- A. Developer is developing a single-family residential condominium project in the City to be known as the Meadows of Troy (the "Condominium Project").
- B. Proposed to be located within the Condominium Project is a 13 space gravel parking lot and access road described in Exhibit A attached and depicted in Exhibit B ("Parking Lot"), which Parking Lot access road (collectively referred to hereafter as "Parking Lot") is to provide access to a trail head and nature trails proposed to be located on adjacent land, and this Agreement provides for the maintenance of the Parking Lot.

NOW, THEREFORE,*Developer hereby declares that the Condominium Project shall be owned, occupied and conveyed subject to the covenants and restrictions which are set forth below, all of which shall run with the land and bind the Condominium Project and all parties that hereafter have any right, title or interest in and to the Condominium Project, or any portion thereof.

The association formed to administer the affairs of the Condominium Project (the "Condominium Association") shall be responsible for maintenance, repair and replacement of the Parking Lot. The surface of the portion of the Parking Lot used for the parking of vehicles will be gravel and hard dirt surface..

In the event that the Association fails to preserve and/or maintain the Parking Lot in reasonable order and condition, the City may serve written notice upon the Association setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period, not to exceed 21 days, and the date, time and place for a hearing before the City's Manager or his or her designee for the purpose of allowing the Association an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligations which have not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, as determined by the City Manager in his or her reasonable discretion, *in consideration of the sum of \$10.00,

the City shall thereupon have the power and authority, but not the obligation, to enter upon the Condominium Project, or cause its agents or contractors to enter the Condominium Project and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary. The cost and expense of making and financing such maintenance and/or repair, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Association, and such amount shall constitute a lien on an equal pro rata basis as to all of the units of the condominium. The City may require the payment of such monies prior to the commencement of work. If the Association has not paid the billed costs and expenses within 30 days, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each unit, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the responsible Condominium Association, and, in such event, the Condominium Association shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

All notices, consents, approvals, requests and other communications, herein collectively called "Notices," required or permitted under this Agreement shall be given in writing, signed by an authorized representative of the City, and Robertson Meadows, LLC and mailed by certified or registered mail, return receipt requested, personally delivered, sent by overnight courier or sent by e-mail to a party as follows:

To City: Planning Director
City of Troy
500 W. Big Beaver Road
Troy, Michigan 48084
Tel: (248) 524-3364
Email: SavidantB@troymi.gov

With a Copy to: City Attorney
City of Troy
500 W. Big Beaver Road
Troy, Michigan 48084
Tel: (248) 524-3320
Email: bluhmlg@troymi.gov

To Robertson Meadows, LLC: Robertson Meadows, LLS
6905 Telegraph Road, Suite 200
Bloomfield Hills, Michigan 48301-3187
Telephone: (248) 644-3000
Email: jclarke@robertsonhomes.com

With a copy to: C. Kim Shierk
Williams Williams Rattner & Plunket, PC
380 North Old Woodward Avenue, Suite 300
Birmingham, Michigan 48009
Telephone (248) 642-0333
Email: cks@wwrplaw.com

The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the property as described to the terms and conditions of this Agreement. This Agreement may not be amended or its terms varied except in writing and signed by the required parties.

This Agreement shall be recorded with the Oakland County Register of Deeds at the expense of Robertson Meadows, LLC. Robertson Meadows, LLC shall provide the Troy City Clerk with a certified copy of the Agreement as recorded, showing the date of recording, liber and page numbers.

Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

This Agreement shall run with the land and be binding upon all owners, their agents, successors, assigns and transferees.

(BALANCE OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Developer and the City have executed this Agreement as at the day and year first above set forth.

ROBERTSON MEADOWS, LLC,
a Michigan limited liability company

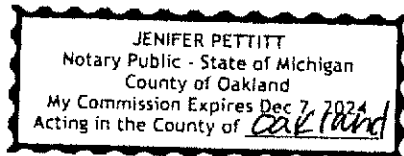
By: Robertson Brothers Co.,
a Michigan corporation, Manager


By: 
James V. Clarke

Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 13th day of September, 2021, 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.




Jenifer Pettitt, Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 12-07-2024

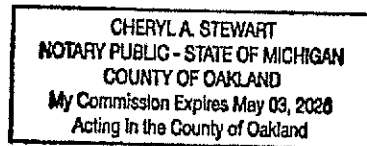
CITY OF TROY, Michigan municipality

Cheryl A. Stewart
 Witness Cheryl A. Stewart

By: Ethan Baker
 Ethan Baker
 Its: Mayor

STATE OF MICHIGAN)
) SS.
 COUNTY OF OAKLAND)

The foregoing Agreement for Parking Lot Maintenance was acknowledged before me this 13th day of September, 2021, by Ethan Baker* on behalf of the City of Troy, a Michigan municipality.
 *as Mayor



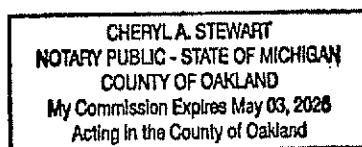
Cheryl A. Stewart
Cheryl A. Stewart, Notary Public
Oakland County, Michigan
 Acting in Oakland County
 My Commission Expires: May 3, 2026

Cheryl A. Stewart
 Witness Cheryl A. Stewart

By: M. Aileen Dickson
 M. Aileen Dickson
 Its: Clerk

STATE OF MICHIGAN)
) SS.
 COUNTY OF OAKLAND)

The foregoing Agreement for Parking Lot Maintenance was acknowledged before me this 13th day of September, 2021, by Aileen Dickson* on behalf of the City of Troy, a Michigan municipality.
 *as Clerk



Cheryl A. Stewart
Cheryl A. Stewart, Notary Public
Oakland County, Michigan
 Acting in Oakland County
 My Commission Expires: May 3, 2026

THIS INSTRUMENT DRAFTED BY AND WHEN RECORDED RETURN TO:

C. Kim Shierk
WILLIAMS, WILLIAMS, RATTNER & PLUNKETT, P.C.
380 North Old Woodward Avenue, Suite 300
Birmingham, Michigan 48009

County Transfer Tax: Exempt pursuant to MCL 207.505(a)
State Transfer Tax: Exempt pursuant to MCL 207.526(a)

EXHIBIT A TO
AGREEMENT FOR MAINTENANCE

(SEE ATTACHED)

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 AND SQUARE LAKE PLACE SUBDIVISION, AS RECORDED IN LIBER 189 OF PLATS, ON PAGES 20 AND 21, 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)VARIABLE WIDTH INGRESS-EGRESS EASEMENT

A variable width ingress-egress easement over part of the Southwest 1/4 of Section 1, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, 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, 678.16 feet to the POINT OF BEGINNING;

thence N00°07'29"E, 385.95 feet;

thence 129.38 feet along an arc of a curve to the left, having a radius of 95.36 feet and a chord that bears N37°00'06"W, 119.69 feet;

thence N46°20'37"W, 12.00 feet;

thence N43°39'23"E, 55.27 feet;

thence S46°20'37"E, 20.00 feet;

thence S05°29'32"W, 30.57 feet;

thence S42°12'57"E, 65.00 feet;

thence S89°58'18"E, 151.45 feet;

thence S00°07'29"W, 43.00 feet;

thence N89°58'18"W, 121.01 feet;

thence S45°01'42"W, 18.40 feet;

thence S00°07'29"W, 382.19 feet to the aforementioned north line of E. Square Lake Road;

thence along said north line, N88°30'57"W, 30.01 feet to the POINT OF BEGINNING.

Containing 0.50 acres of land, more or less.

TIN: 20-01-300-020

ROBERTSON BROTHERS CO.
6905 TELEGRAPH RD, SUITE 200
BLOOMFIELD HILLS, MI 48301

0 75 150
SCALE: 1" = 150'

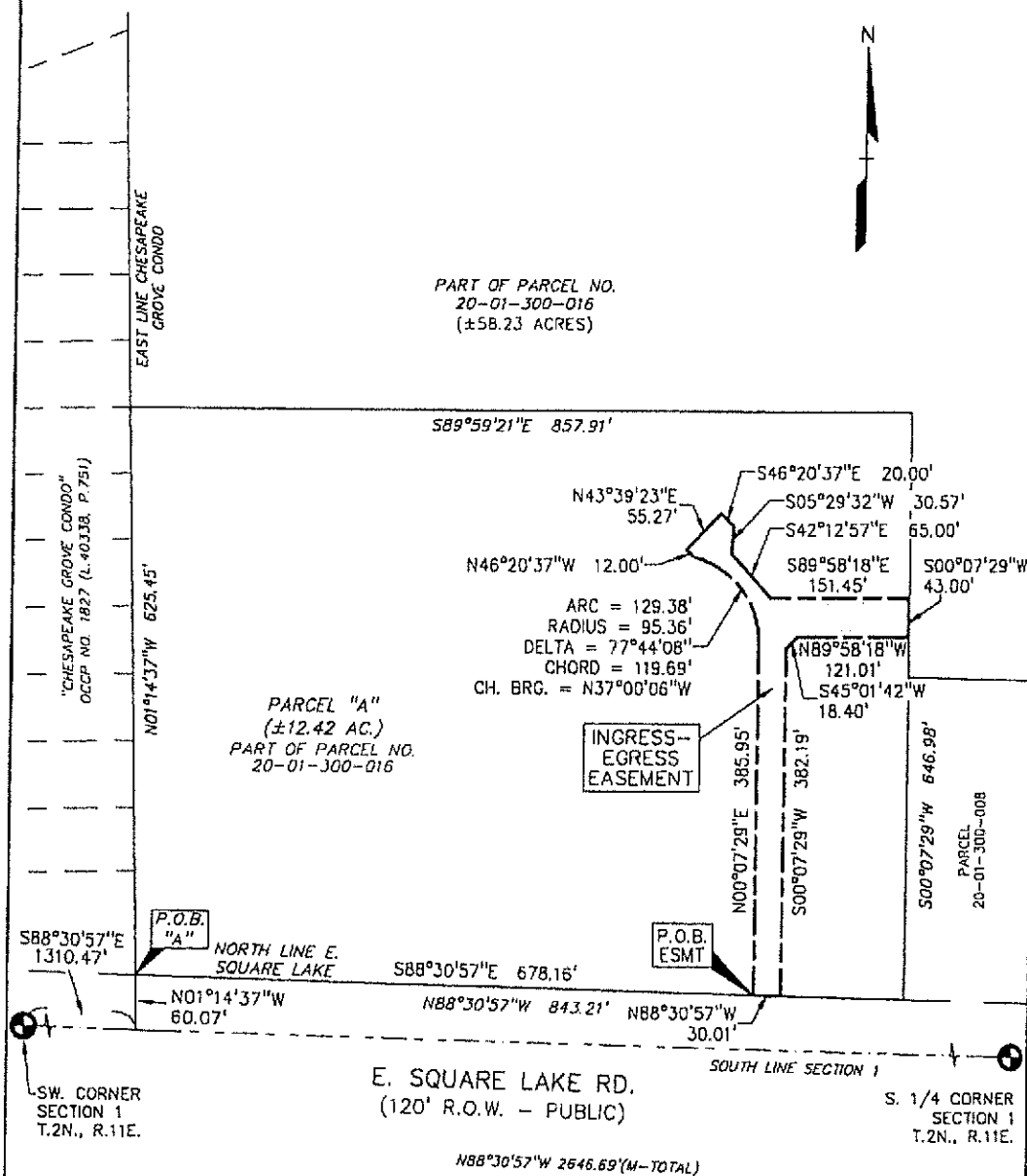
SHEET 2 OF 2
SEPT. 2, 2021
2018-169

PEA
GROUP

t: 844.613.2949
www.peagroup.com

EXHIBIT B TO
AGREEMENT FOR MAINTENANCE
DEPICTION OF PARKING LOT AND ACCESS EASEMENT
(SEE ATTACHED)

SKETCH OF INGRESS-EGRESS EASEMENT



TIN: 20-01-300-020

ROBERTSON BROTHERS CO.
6905 TELEGRAPH RD, SUITE 200
BLOOMFIELD HILLS, MI 48301

0 75 150
SCALE: 1" = 150'

SHEET 1 OF 2
SEPT. 2, 2021
2018-169

PEA
GROUP

1: 844.813.2949
www.peagroup.com



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY OF TROY OAKLAND COUNTY, MICHIGAN RESOLUTION

At a Regular meeting of the Troy City Council held on Monday, September 13, 2021, the following Resolution was passed:

I-6 **Open Space Preservation Easement for Meadows of Troy** *(Introduced by: Lori Grigg Bluhm, City Attorney)*

Resolution #2021-09-135

Moved by Baker

Seconded by Hamilton

WHEREAS, Troy City Council granted approval for the Meadows of Troy cluster development, which is nearing completion of final engineering site plan review; and,

WHEREAS, As part of a City Council approved cluster development, the Troy Zoning Ordinance requires a developer to execute a recordable document permanently preserving the dedicated open space, and this document must be acceptable to the Troy City Council; and,

WHEREAS, The attached Open Space Declaration of Easement, Covenant, and Restrictions has been negotiated with the Developer, and if approved by City Council, would be recorded at the Oakland County Register of Deeds, and would require Developer and/or his successors to permanently maintain the dedicated open space set aside as part of the approved cluster development; and,

WHEREAS, As another condition of approval for the Meadows of Troy cluster development, City Council required the developer to submit a parking lot maintenance agreement for the 13-space gravel parking lot associated with the development; and,

WHEREAS, The attached Agreement for Parking Lot Maintenance has been negotiated with the Developer, and if approved by City Council, would be recorded at the Oakland County Register of Deeds. This document requires Developer and/or his successors to maintain the 13- space gravel parking lot located within the development known as Meadows of Troy;

NOW THEREFORE, BE IT RESOLVED, That City Council hereby **APPROVES** the Open Space Declaration of Easement, Covenant, and Restrictions for the cluster development known as Meadows of Troy; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

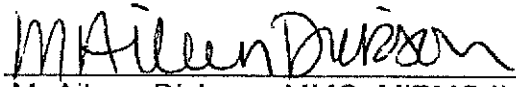
BE IT FURTHER RESOLVED, That City Council hereby **APPROVES** the Agreement for Parking Lot Maintenance for the cluster development known as Meadows of Troy; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FINALLY RESOLVED, That the Mayor and City Clerk are **AUTHORIZED** to execute these documents on behalf of the City of Troy.

Yes: All-7
No: None

MOTION CARRIED

I, M. Aileen Dickson, duly appointed 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 Thirteenth day of September, 2021.



M. Aileen Dickson, MMC, MiPMC II
City Clerk



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: September 2nd, 2022

To: Mark F. Miller, City Manager

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

Subject: Private Agreement – Contract for Installation of Municipal Improvements
Adler Cove Site Condominium Development - Project No. 22.904.3

History

Mondrian Properties proposes to develop the Adler Cove Site Condominiums located on the south side of E. Long Lake Road, east of John R Road, Section 13.

Troy Planning Commission granted preliminary site plan approval on December 14th, 2021.

Site grading and utility plans for this development were reviewed and recently approved by the Engineering Department. The plans include municipal improvements, which will be constructed by Mondrian Properties on behalf of the City of Troy including: Water Main, Sanitary Sewer, Storm Sewer, Detention Pond, Concrete Road and Sidewalk. The required fees and refundable escrow deposits in the form of a Performance Bond and 10% Cash, that will assure completion of the municipal improvements, have been provided by Mondrian Properties (see attached Private Agreement).

Financial

See attached summary of required deposits and fees for this Private Agreement.

Recommendation

Approval of the Contract for Installation of Municipal Improvements (Private Agreement) is recommended.

City Of Troy

Contract for Installation of Municipal Improvements (Private Agreement)

Project No.: **22.904.3**

Project Location: **NW 1/4 Section 13**

Resolution No:

Date of Council Approval:

This Contract, made and entered into this **26th** day of **August, 2022** by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and **Mondrian Properties** whose address is **50215 Schoenherr Rd., Shelby Twp., MI 48315** and whose telephone number is **(586) 726-7340** hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of **Water Main, Sanitary Sewer, Storm Sewer, Detention Basin, Concrete Pavement & Sidewalk** in accordance with plans prepared by **PEA Group** whose address is **2430 Rochester Court, Suite 100, Troy, MI 48063-1872** and whose telephone number is **(844) 813-2949** and approved prior to construction by the City in accordance with City of Troy specifications.

SECOND: That the Owners agree to provide the following securities to the City prior to the start of construction, in accordance with the Detailed Summary of Required Deposits & Fees (attached hereto and incorporated herein):

Refundable escrow deposit equal to the estimated construction cost of \$ **583,066.00**. This amount will be deposited with the City in the form of (check one):

Cash/Check	<input type="checkbox"/>	} 10% Cash <u>\$58,306.00</u>
Certificate of Deposit & 10% Cash	<input type="checkbox"/>	
Irrevocable Bank Letter of Credit & 10% Cash	<input type="checkbox"/>	
Performance Bond & 10% Cash	<input checked="" type="checkbox"/>	

Refundable cash deposit in the amount of \$ **152,721.00**. This amount will be deposited with the City in the form of (check one):

Cash	<input type="checkbox"/>	Check	<input checked="" type="checkbox"/>
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Non-refundable cash fees in the amount of \$ **41,690.00**. This amount will be paid to the City in the form of (check one):

Cash	<input type="checkbox"/>	Check	<input checked="" type="checkbox"/>
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Said refundable escrow deposits shall be disbursed to the Owners after approval by the City. The City reserves the right to retain a minimum of ten (10) percent for each escrowed item until the entire site/development has received final inspection and final approval by all City departments. Refundable cash deposits shall be held until final approval has been issued. Disbursements shall be made by the City within a reasonable time, after request for refund of deposits is made by the Owners.

City Of Troy

Contract for Installation of Municipal Improvements (Private Agreement)

THIRD: The owners shall contract for construction of said improvement with a qualified contractor. Owners, or their agents, and contractor(s) agree to arrange for a pre-construction meeting with the City Engineer prior to start of work. All municipal improvements must be completely staked in the field under the direct supervision of a registered civil engineer or registered land surveyor, in accordance with the approved plans. Revisions to approved plans required by unexpected or unknown conflicts in the field shall be made as directed by the City.

FOURTH: Owners agree that if, for any reason, the total cost of completion of such improvements shall exceed the sums detailed in Paragraph SECOND hereof, that Owners will immediately, upon notification by the City, remit such additional amounts in accordance with Paragraph SECOND hereof. In the event the total cost of completion shall be less than the sums as detailed in Paragraph SECOND hereof, City will refund to the Owners the excess funds remaining after disbursement of funds.

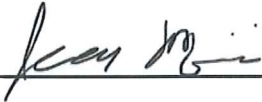
FIFTH: Owners agree to indemnify and save harmless City, their agents and employees, from and against all loss or expense (including costs and attorneys' fees) by reason of liability imposed by law upon the City, its agents and employees for damages because of bodily injury, including death, at any time resulting therefrom sustained by any person or persons or on account of damage to property, including work, provided such injury to persons or damage to property is due or claimed to be due to negligence of the Owner, his contractor, or subcontractors, employees or agents, Owner further agrees to obtain and convey to the City all necessary easements and/or right-of-way for such public utilities as required by the City Engineer.

City Of Troy
Contract for Installation of Municipal Improvements
(Private Agreement)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate on this 2nd day of September, 2022.

OWNERS

By: Mondrian Properties
Joseph Maniaci

* 

Its: Manager

Please Print or Type

* _____

Its: _____

Please Print or Type

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 2nd day of September, A.D. 2022, before me personally appeared Joseph Maniaci known by me to be the same person(s) who executed this instrument and who acknowledged this to be his/her/their free act and deed.



NOTARY PUBLIC, Macomb, Michigan

My commission expires: March 29, 2026
Acting in Oakland County, Michigan

ANITA SRBNOVSKI
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Mar 29, 2026
ACTING IN COUNTY OF Oakland

City Of Troy
Contract for Installation of Municipal Improvements
(Private Agreement)

CITY OF TROY

By:

Ethan Baker, Mayor

M. Aileen Dickson, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this _____ day of _____, A.D.20_____, before me personally
appeared _____ known by me
to be the same person(s) who executed this instrument and who acknowledged this to be
his/her/their free act and deed.

NOTARY PUBLIC, _____, Michigan

My commission expires: _____
Acting in _____ County, Michigan



Project Construction

Permit No: PPC22.904.3

Engineering Department
TO SCHEDULE INSPECTION CALL
INSPECTION LINE: (248) 680-7221

500 W. Big Beaver Road
Troy, Michigan 48084
Hours: Mon-Fri 8am - 4:30pm

Fax: (248) 524-1838
www.troymi.gov

NOTE: A Minimum of 24 hour notice for inspection shall be provided prior to construction.

2112 E LONG LAKE
88-20-13-100-012 Lot:
Subdivision: ACREAGE
Project No: 22.904.3

Location

MONDRIAN PROPERTIES LLC
50215 SCHOENHERR
Utica
(586) 726 7310

Permittee/Owner

MI 48315

Issued: 09/02/2022 Expires:

Applicant

FOR INFORMATION REGARDING THE ISSUANCE OF THIS
PERMIT, CONTACT THE CITY OF TROY ENGINEERING
DEPARTMENT AT (248) 524-3383

50215 SCHOENHERR
Utica
(586) 726 7310

MI 48315

Work Description: ADLER COVE SITE CONDOMINIUM

Stipulations: ON SITE DETENTION POND

Work will meet all codes and inspections.

Category	Permit Item	Acreage/Qty
Escrow Deposits	Sanitary Sewers	103,734.00
Escrow Deposits	Water Mains	91,044.00
Escrow Deposits	Storm Sewers	119,629.00
Escrow Deposits	Rear Yard Drains	36,709.00
Escrow Deposits	Pavement	131,566.00
Escrow Deposits	Grading	25,204.00
Escrow Deposits	Detention Basin	56,780.00
Escrow Deposits	Temporary Access Road	3,400.00
Escrow Deposits	Street Lights	15,000.00
Cash Fees (Non-Refundable)	Water Main Testing/Chlorination PA2	774.00
Cash Fees (Non-Refundable)	Signs	5.00
Cash Fees (Non-Refundable)	Detention Basin Maintenance	0.50
Cash Fees (Non-Refundable)	arkers - Full Range	10.00
Cash Deposits (Refundable)	Construction Engineering (CE)	539,462.00
Cash Deposits (Refundable)	Sidewalks	750.00
Cash Deposits (Refundable)	Monuments	35.00
Cash Deposits (Refundable)	Lot Corner Irons	33.00
Cash Deposits (Refundable)	ROW Restoration	1,000.00
Cash Deposits (Refundable)	Repair & Maintenance-Public Streets	20.00
Cash Deposits (Refundable)	Punchlist & Restoration	539,462.00

Amount Due:0.00

PAID IN FULL



Project Construction

- 1) Secure a permit from the City of Troy prior to the commencement of construction or maintenance operations. If a subcontractor is to perform the construction or maintenance entailed in this application, he shall be responsible, along with the applicant, for any provisions of this application and plans which apply to him.
 - 2) Any and all construction proposed under this application will meet all requirements of the City, together with the Supplemental Specifications set forth on this application for permit.
 - 3) Save harmless the City against any and all claims for damage arising from operations covered by this application and furnish proof of insurance coverage for the term of the permit issued. Insurance coverage shall be for general liability, property damage and workman's compensation at limits deemed acceptable to the City of Troy. The City of Troy to be named as additional insured on the general liability.
 - 4) Surrender the permit herein applied for and surrender all rights there under whenever notified to do so by the City of Troy because of its need for the area covered by the permit or because of a default in any of the conditions of this permit.
 - 5) Immediately remove, alter, relocate or surrender the facility of which this application is granted if requested by the City of Troy to do so upon termination of this application and upon failure to do so, will reimburse the City of Troy for the cost of removing, altering or relocating the facility.
- SUPPLEMENTAL SPECIFICATIONS:**

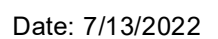
- 1) **INTENT:** Since a permit will have to be secured from the City prior to the start of any construction or maintenance operations proposed by this application, it is the intent of these supplemental specifications to be incorporated as part of the plans or specifications required for this proposed work.
- 2) **EXCAVATION AND DISPOSAL OF EXCAVATED MATERIAL:** The City shall specify if trenches or excavations under or adjacent to the road surface shall be sheeted, shored and/or braced in such a manner as to prevent caving, loss, or settlement of foundation material supporting the pavement. Excavated material shall be stocked in such locations that it does not obstruct vision on the traveled portion of the road and in such a manner that it will interfere as little as possible with the flow of traffic. Sod and topsoil shall be stocked separately from other excavated material. The applicant shall dispose of all surplus and unsuitable material outside of the limits of the highway unless the permit provides for disposal at approved locations within the right-of-way. In the latter case, the material shall be leveled and trimmed in an approved manner.
- 3) **BACKFILLING AND COMPACTING BACKFILL:** All trenches, holes and pits, where specified, shall be filled with sound earth or with sand-gravel if so provided, placed in successive layers not more than six (6) inches in depth, loose measure, and each layer shall be thoroughly compacted by tamping and all backfill subject to check by the Controlled Density Method (minimum 95%). Grass shall be restored with sod and topsoil in accordance with the City of Troy Standard Specifications for Turf Restoration.

Sand-gravel backfill material shall consist of approved bank-run sand or gravel or a mixture of approved sand or stone screenings in the mixture. All of the material shall be of such size that it will pass through a screen having two and one-half (2 ½) inch square openings, unless otherwise authorized.

Any excavation within the right-of-way, outside the traveled portion of the road, must be maintained until all settlement has occurred and must be re-shaped and temporarily seeded for soil erosion control. Grass areas shall be restored in accordance with the City of Troy Standard Specifications for Turf Restoration.

All excavation within the traveled portion of the road must be backfilled with sand and compacted. Special requirements are to be determined by the surface type.

- 4) **CROSSING ROADBED BY TUNNELING:** When the pipe is installed by tunneling, boring or jacking without cutting the existing pavement, the backfill shall be made by tamping a dry mix of lean concrete into place so as to completely fill any voids, remaining around the installation. The concrete shall be composed of one (1) part Portland cement and ten (10) parts sand-gravel by volume. Sand-gravel shall conform to the requirements given in Paragraph 3.
- 5) **CROSSING BY CUTTING GRAVEL ROAD:** All trenches are to be backfilled with approved material to within twelve (12) inches of the surface within the limits of the roadbed. Backfill methods will be as described in Paragraph 3. All surplus excavated material will be disposed of as described in Paragraph 2. The top twelve (12) inches within the roadbed will be backfilled with eight (8) inches of 4A limestone or slag topped with four (4) inches of processed road gravel (MDOT 22A). Trenches outside of the roadbed will be backfilled in accordance with Paragraph 3.
- 6) **CROSSING BY CUTTING PAVEMENT AND TRENCHING:** When this method is used, the pavement shall be cut back so that the opening is at least twelve (12) inches wider on each side than the width of the trench. In all concrete surfaces or bases, edges of trenches shall be formed by the use of a concrete saw. The pavement shall be broken in such a manner as to allow the reinforcing steel, if any, to protrude a sufficient distance for lapping or tying with similar reinforcement in the pavement patch. Backfill shall be in accordance with Paragraph 3. After the backfill has been thoroughly compacted, the pavement shall be replaced with processed road gravel (MDOT 22A) stabilized with chloride until such time as the pavement can be replaced with new pavement by the permit licensee. Maintenance of the temporary pavement will be assumed by the City if the contractor fails to do so and cost incurred will be deducted from the permit licensee's deposit.
- 7) **DEPTH OF COVER MATERIAL:** Pipes shall be placed to a depth that will provide not less than four (4) feet of cover between the top of roadway surface and the pipe.
- 8) **TREE TRIMMING OR REMOVAL:** A special permit will be required for any proposed tree trimming or removal.
- 9) Any proposed operation in the right-of-way not covered in the above specifications, submitted with this application shall be done in accordance with additional specifications or instructions deemed necessary by the City or its duly authorized representatives.
- 10) The following must be attached to the application when applicable: a} Map; b} Plans, specifications and location of facility; c} Traffic plan in cases of street closure; d} Proof of insurance; e} City Council resolution granting a franchise or permit to operate a cable television system, telecommunications system or to install other public utilities in the City of Troy.





500 West Big Beaver
Troy, MI 48084
troymi.gov

J-10

CITY COUNCIL AGENDA ITEM

Date: September 7, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Kurt Bovensiep, Public Works Director
William J. Huotari, City Engineer

Subject: Local Critical Infrastructure Planning Grant

History:

The Oakland County Board of Commissioners authorized the use of American Rescue Plan Act funding to pay for grants for Local Critical Infrastructure Planning.

The purpose of this funding is to provide matching grants to local governments for project planning, engineering, analysis and other related professional services in support of critical infrastructure projects.

Project Information:

The projects submitted for consideration and subsequently approved by the Committee are updates to the City's master sanitary sewer and storm sewer plans. The full scope is included as Exhibit "A" of the Interlocal Agreement.

Financial:

The Local Critical Infrastructure Planning Grant Matching Fund program amount for Troy is \$100,000. Troy's share of the work will be funded out of Engineering operating. The Board of Commissioners of the County of Oakland share is \$100,000.

Funds are included in the 2023 Engineering operating (Account No. 101.442.442.7816.030).

Recommendation:

Staff recommends that City Council approve the attached Interlocal Agreement between the City of Troy and the Board of Commissioners of the County of Oakland for the Local Critical Infrastructure Planning Grant in the amount of \$100,000 at an estimated cost to the City of Troy of \$100,000 for the updates to the City's master sanitary sewer and storm sewer plans. Funds are included in the 2023 Engineering operating (Account No. 101.442.442.7816.030). Furthermore, staff recommends that the Mayor and City Clerk be authorized to execute the agreement.

Legal Review:

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



City of Troy
500 W Big Beaver Road
Troy, Michigan 48084

Dear Mr. Finlay,

The Oakland County Board of Commissioners has authorized the use of American Rescue Plan Act funding to pay for grants for Local Government Critical Infrastructure Planning.

I am very pleased to inform you that the City of Troy has been selected for a grant award.

The purpose of this funding is to provide matching grants to local governments for project planning, engineering, analysis, and other related professional services in support of critical infrastructure projects.

Project Requirements include:

- A local government one-to-one match for this grant.
- Grantees must submit quarterly reporting on the grant fund.
- Grantees shall submit a final report by the end of the agreement or within 30 days after the project is completed, or whichever date is sooner.
- Funds received from this grant must be used by Dec. 31, 2023.

I have attached an Interlocal Agreement that needs to be completed, signed, and returned to the address listed in the agreement. Please let me know if you have any questions. I can be reached at 248-858-0485 or at dobsonk@oakgov.com.

Regards,

Kenneth Dobson
American Rescue Plan - Director
Executive Office Building
2100 Pontiac Lake Rd
Waterford, MI 48328

**AGREEMENT FOR LOCAL FISCAL RECOVERY FUND DISTRIBUTION BETWEEN
OAKLAND COUNTY AND
City of Troy**

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the City of Troy ("Public Body") 500 W Big Beaver Road, Troy, Michigan 48084. County and Public Body may be referred to individually as a "Party" and jointly as "Parties".

PURPOSE OF AGREEMENT. On March 11, 2021, the President of the United States signed the American Rescue Plan Act of 2021 ("ARPA") into law. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 603, which establishes the Coronavirus Local Fiscal Recovery Fund. Oakland County has been allocated \$244,270,949 in Local Fiscal Recovery Fund ("LFRF") dollars under ARPA.

The United States Department of Treasury has issued an interim final rule, and other guidance for qualified uses of LFRF. Those qualified uses include funding for water and sewer infrastructure projects that align with projects that would be eligible to receive financial assistance through the Environmental Protection Agency's Clean Water State Revolving Fund (CWSRF) or the Drinking Water State Revolving Fund (DWSRF). County has determined that the distribution of funds in accordance with this Agreement is a qualified use of LFRF funds pursuant to the interim rule and other applicable Department of Treasury guidance.

The Oakland County Board of Commissioners has approved Miscellaneous Resolutions #21-303 and #21-382 assigning \$2,400,000 in ARPA LFRF funding for a grant program to provide Oakland County local governments with financial assistance for costs associated with the planning and design of critical ARPA eligible sewer and water infrastructure projects and a grant administration plan.

County and Public Body enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, for the purpose of County distributing a portion of its LFRF funds to Public Body.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - a. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
 - b. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal

or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

- c. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
 - d. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - e. **Public Body** means the City of Troy including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
 - f. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who use or have access to the funds provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
2. **GRANT.** Subject to the terms and condition of this Agreement, and in reliance upon the Public Body's affirmations set forth below, the County agrees to make, and the Public Body agrees to accept, the grant funds.
- a. County will distribute \$100,000 in grant funds to Public Body for the project scope it included in its application to the County, which is attached and incorporated into this Agreement as **Exhibit A**.
 - b. PUBLIC BODY UNIQUE ENTITY IDENTIFIER (OR DUNS NUMBER):
QYPCKM4J5K81
 - c. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): SLFRP2640
 - d. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER: 21.027
 - e. FEDERAL AWARD DATE: May 28, 2021
 - f. SUBAWARD PERIOD OF PERFORMANCE START AND END DATE:
10-01-2022 – 12-31-2023.
 - g. AWARD IS NOT FOR RESEARCH & DEVELOPMENT (R&D): Funds cannot be used for research and development related expenditures.
 - h. INDIRECT COST RATE FOR FEDERAL AWARD: Indirect costs are not eligible for this Agreement.
 - i. CONTACT PERSON FOR COUNTY/PASS THROUGH ENTITY: Kenneth Dobson.
 - j. DEFINED USE OF FUNDS: All grant funds must be expended in accordance with this Agreement and the guidelines for ARPA funds.

3. **PUBLIC BODY'S RESPONSIBILITIES.**

- a. Public Body's grant match requirements, if any, are detailed in **Exhibit B** attached hereto and incorporated as part of this Agreement.
- b. Public Body shall submit to Oakland County quarterly reporting on the grant funds including:
 - 1. Project progress report including completion of deliverables included in project scope;
 - 2. Accounting of expenses incurred and grant funds expended; and 3. Any other relevant information or records, to be determined by County.
- c. Public Body shall submit to Oakland County a final report by the end of the Agreement or within 30 days after final Project completion, whichever date is sooner, on the grant funds including:
 - 1. Project completion report;
 - 2. Full accounting of its expenditure of grant funds;
 - 3. Certification of its use of grant funds and fulfillment of the terms of the Agreement; and
 - 4. Any other relevant information or records, to be determined by County.
- d. Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.
- e. Public Body must comply with any other reporting requirements as may be necessary for accepting the grant funding provided for in this Agreement.

4. **COUNTY'S RESPONSIBILITIES.**

- a. County shall designate in writing a department, individual, or other entity to oversee the reporting requirements set forth in Section 3 above to ensure timely reporting, accurate accounting, and verification of final certification.

5. **PUBLIC BODY AFFIRMATIONS.**

- a. Public Body affirms that any and all representations made to County in connection with its application and this grant were accurate, truthful and complete and remain so. Public Body acknowledges that all representations and information provided have been relied on by the County to provide funding under this Agreement. Public Body shall promptly notify County, in writing, of the occurrence of any event or any material change in circumstances which would make any Public Body representation or information untrue or incorrect or otherwise impair Public Body's ability to fulfill its obligations under this Agreement.
- b. Public Body will comply with any federal, state, or local public health orders or mitigation recommendations regarding the COVID-19 pandemic which are in effect as of the date this Agreement is signed by both Parties.
- c. Public Body may not use grant funds for expenses for which the Public Body has received any other federal funds or emergency COVID-19 supplemental funding, whether it be state, federal, or private in nature, for the same expense. No portion of grant funds may be used for

the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized by law. Public Body shall promptly notify County if it receives insurance proceeds or other disaster assistance (public or private) that duplicates the funding received under this Agreement. Grant funds may not be used to cover expenses that were reimbursed by insurance.

- d. Public Body shall not carry out any activities under this Agreement that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155). If the Public Body receives duplicate benefits from another source for projects related to this disaster, the Public Body must refund the benefits provided by the County to the County. Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.
 - e. Public Body shall use all grant funds it receives under this Agreement by December 31, 2026. Any grant funds not used by that date must be returned to County.
 - f. Public Body understands that the grant funds it receives under this Agreement are a subaward of County's LFRF funds, and that County is required to manage and monitor any subrecipient of LFRF funds. Therefore, Public Body agrees to comply with any subrecipient monitoring requirements established by County or by Federal law.
6. **REPAYMENT REMEDIES.** Public Body is subject to repayment to the County of an amount equal to the grant funds received by Public Body in the event Public Body has made material misrepresentations to the County in its application, voluntary bankruptcy or insolvency proceeding are commenced against the Public Body and not set aside within sixty (60) days, or the Public Body fails to otherwise comply with the requirements of this Agreement. In the event County later determines the information Public Body provided in conjunction with this Agreement, or that Public Body was ineligible for the grant funds, or that Public Body's use of the grant funds following receipt was contrary to this Agreement, Public Body agrees to repay the grant funds to County in full. County further retains all rights and remedies allowed in law or equity, including seeking payment of its reasonable costs and expenses incurred enforcing its rights and remedies.
7. **TAX LIABILITY.** County and Public Body agree that to the extent that any part of the aforementioned funds are deemed to be taxable, that Public Body agrees to be fully responsible for the payment of any taxes, including withholding payments, social security, or other funds which are required to be withheld. Public Body agrees to provide County with all information and cooperation necessary to execute a completed 1099-G form; which County will file with the United States Internal Revenue Service. Public Body acknowledges that Public Body will consult with a tax professional regarding the tax implications, if any, of the grant funds, and/or hereby waives the option to do so. Public Body further agrees to indemnify and hold County harmless for the payment of any tax or withholding payments, including any penalty assessed it may owe under this Agreement.

8. **CONFLICT OF INTEREST.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), to avoid any real or perceived conflict of interest, Public Body shall disclose to County the identity of all Public Body Employees and all relatives of Public Body Employees who: a) are employed by the County or are elected or appointed officials of the County, on the date this Agreement is executed; and b) becomes employed or appointed by the County or becomes an elected official of County during the term of the Agreement.
9. **ACCESS TO RECORDS AND AUDIT.** Payments from ARPA funds are subject to 2 C.F.R. 200.303 regarding internal controls, 2 C.F.R. 200.331-333 regarding subrecipient monitoring and management, and 2 C.F.R. Part 200 Subpart F regarding audit requirements. Where applicable, these requirements are considered legally binding and enforceable under this Agreement. Oakland County reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds or recoupment as may be necessary to satisfy requirements. Subawards or subcontracts, if any, shall contain a provision making them subject to all of the provisions in this Agreement.

Public Body shall maintain all records pertinent to the Agreement and any amendments, including backup copies, for a period of five (5) years. The records shall be kept in accordance with generally accepted accounting practices, utilize adequate internal controls and shall maintain necessary documentation for all costs incurred, including documentation and an inventory of all equipment purchased with grant funds. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In addition to County, the U.S. Department of Treasury, or their authorized representatives, shall be provided the right to audit all records pertaining to the expenditure and use of grant funds. All records with respect to any matters covered by this Agreement shall be made available to County, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Public Body within 30 days after receipt by the Public Body. Failure of Public Body to comply with the audit requirements will constitute a violation of this Agreement.

Fund payments are considered “other federal financial assistance” under Title 2 C.F.R. 200 – Uniform

Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”) and are subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507 or program specific audit pursuant to 2 C.F.R. 200.501(a) when Public Body spends \$750,000 or more in federal awards during their fiscal year.

Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls. Subrecipient must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award.

Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding Public Body monitoring and management. Fund payments are subject to Subpart F regarding audit requirements. Failure of

Public Body to comply with the audit requirements will constitute a violation of this Agreement. Public Body may be required to submit a copy of that audit to the County in accordance with the Uniform Guidance.

10. **COMPLIANCE WITH LAWS.** Public Body shall comply with all federal, state, and local laws, statutes, ordinances, regulations, and all requirements applicable to its activities under the Agreement and grant. This includes the following:

- a. Public Body must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information County designates as sensitive or the Public Body considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.
- b. Public Body must comply with 2 C.F.R. 200.322 if it is passing through grant funds/issuing subawards to other entities.
- c. Public Body must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements. Public Body will not pass-through grant funds to an entity listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.
- d. Public Body must register at sam.gov.
- e. Public Body must comply with Title VI of the Civil Rights Act of 1964, and any implementing regulations, which prohibits entities receiving Federal financial assistance from excluding from a program or activity, denying benefits or services, or otherwise discriminating against a person on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity). All applicable U.S. Department of Treasury Title VI regulations are incorporated into this Agreement and made a part of this Agreement.

11. **DURATION OF INTERLOCAL AGREEMENT.**

- a. This Agreement shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. The approval and terms of this Agreement shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.
- b. This Agreement shall remain in effect until December 31, 2026, or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement. Public Body shall comply with the record keeping, reporting, audit response, and fund return requirements of this Agreement after the termination of this Agreement.

12. **ASSURANCES.**

- a. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.

- b. **Responsibility for Attorney Fees and Costs.** Except as provided for in Section 14, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- c. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- d. **Costs, Fines, and Fees for Noncompliance.** Public Body shall be solely responsible for all costs, fines and fees associated with any misuse of the grant funds and/or for noncompliance with this Agreement by Public Body Employees.
- e. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- f. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

13. **TERMINATION OR CANCELLATION OF AGREEMENT.**

- a. County may terminate or cancel this Agreement at any time if it determines that Public Body has expended the grant funds in violation of ARPA requirements or this Agreement. If County terminates or cancels this Agreement, Public Body shall be liable to repay County the amount of money expended in violation of ARPA requirements or this Agreement. County may utilize the provisions in Section 14 to recoup the amount of money owed to County by Public Body.
- b. Public Body may terminate or cancel this Agreement at any time. If Public Body terminates or cancels this Agreement, it shall immediately return to County any and all grant funds it has already received.
- c. If either Party terminates or cancels this Agreement they shall provide written notice to the other Party in the manner described in Section 21.

14. **SETOFF OR RETENTION OF FUNDS**

- a. In any case where Public Body is required to return an amount of money to County under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.

- b. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due to County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.
15. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
16. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
17. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
18. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
19. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms and conditions.
20. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
21. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
- a. If Notice is sent to County, it shall be addressed and sent to: **Oakland County Executive, Attention: Kenneth Dobson, 2100 Pontiac Lake Rd., Waterford, MI, 48328.**
- b. If Notice is sent to Public Body, it shall be addressed to: **Attention: City Engineer / Deputy City Engineer, City of Troy, 500 W Big Beaver Road, Troy, Michigan 48084.**

22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
23. **SURVIVAL OF TERMS.** The Parties understand and agree that all terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
24. **ENTIRE AGREEMENT.**
- a. This Agreement represents the entire agreement and understanding between the Parties regarding the grant funds, and supersedes all other oral or written agreements between the Parties.
 - b. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Ethan Baker, Mayor hereby acknowledges that he/she has been authorized by a resolution of the City of Troy, a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: _____
Ethan Baker, Mayor, City of Troy

DATE: _____

WITNESSED: _____
[M. Aileen Dickson, City Clerk]

DATE: _____

IN WITNESS WHEREOF, David Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____
David Woodward, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____
Oakland County Board of Commissioners
County of Oakland

DATE: _____

Sanitary Sewer Master Plan Update Memorandum

To: Mr. William Huotari, P.E., City Engineer

From: Bradley Shepler, P.E., Senior Associate

Date: March 31, 2022

Subject: Project Summary for City of Troy Sanitary Sewer Master Plan Update
Oakland County Local Government Critical Infrastructure Grant

HRC Job No. 20220308

SANITARY SEWER MASTER PLAN UPDATE

The following is a summary of the proposed City of Troy planning efforts specifically related to updating the City's existing Sanitary Sewer Master Plan. The update will include the following changes/additions to the original Master Plan developed in 1974; a timeline of the system development, summary of the previously completed infiltration/inflow studies, description of the previously completed corridor or project specific capacity analyses, list of the previously completed system improvement/relief projects, proposed future improvement projects and identification of portions of the system which warrant further analysis/study. This is provided as supplemental information for an application for funding through the Oakland County Local Government Critical Infrastructure Grant program.

Statement of Need:

The City completed a comprehensive Sanitary Sewer Master Plan in 1974 from which the City's existing sanitary sewer system was constructed. The 1974 Master Plan was developed based on existing and predicted zoning/land use as well as existing and predicted residential and non-residential populations. Various system improvements and studies have been conducted since the development of the master plan and construction of the system. These studies occurred as a way to investigate the impact of land use changes and inflow/infiltration occurrences on the capacity of the system. The City wants to update and maintain the existing Sanitary Sewer Master Plan to provide City leadership with a comprehensive document and inclusive resource to reference when operating and maintaining the system, capacity questions arise and land use changes are proposed.

Desired Outcomes:

The proposed project addresses the Oakland County Local Government Critical Infrastructure Planning Grant program's priorities in the following ways:

1) Protect Public Health.

Pipe failures, infiltration/inflow or capacity exceedances in sanitary sewers can have detrimental impacts on public health and safety. The efforts proposed as part of this master plan update will identify future infrastructure improvement projects and identify areas within the City's sanitary sewer system which are recommended for further analysis and study. This information will allow the City to proactively plan for and correct sewer infrastructure and capacity concerns prior to any major pipe failures or capacity exceedances. These projects will help protect and improve public health and safety by reducing incidents related to unexpected sewer infrastructure failure and the potential for sanitary sewer overflows and basement flooding.

Delhi Township
2101 Aurelius Rd.
Suite 2A
Holt, MI 48842
517-694-7760

Detroit
535 Griswold St.
Buhl Building, Ste 1650
Detroit, MI 48226
313-965-3330

Grand Rapids
81925 Breton Road SE
Suite 100
Grand Rapids, MI 49506
616-454-4286

Howell
105 W. Grand River
Howell, MI 48843
517-552-9199

Jackson
401 S. Mechanic St.
Suite B
Jackson, MI 49201
517-292-1295

Kalamazoo
834 King Highway
Suite 107
Kalamazoo, MI 49001
269-665-2005

Lansing
215 S. Washington SQ
Suite D
Lansing, MI 48933
517-292-1488

2) Preserve Natural Resources and a Healthy Environment.

Proper and efficient conveyance of wastewater is essential for quality of life. The master plan update will identify proposed future infrastructure improvement projects and identify areas within the City's sanitary sewer system which are recommended for further analysis and study. These proposed projects and defined study areas will allow the City to continue providing its customers with the quality of life they expect by ensuring proper and efficient conveyance of wastewater. This information will also be used to reduce the potential for overflows within the sewer system, providing a significant benefit to the environment.

3) Maintain Reliable, High-Quality Service.

The City relies on its customers' support of, trust in and investment in the community to ensure fiscal sustainability. Customers with knowledge of the City's master planning initiatives and goals and objectives that are used to make decisions on how their tax dollars and service fees are spent, are more likely to support the operation, maintenance and improvement of the City infrastructure systems. Not only will updating and maintaining a Sanitary Sewer Master Plan provide the City leadership with a comprehensive document and inclusive resource to reference when operating and maintaining the system, capacity questions arise and land use changes are proposed but also a platform from which to be transparent with their residents and deliver information to interested customers. The recommended improvement projects and areas for further analysis and study, to be included in the master plan update, will help strengthen customer confidence in the forward-thinking, proactive and environmentally friendly nature of their leadership; thereby, improving long-term fiscal sustainability of the City.

Additionally, the list of recommended improvement projects will assist the City in developing a more stable rate structure that reflects the required maintenance needs within the sanitary sewer system and provides the transparency necessary for its customer base to support the cost of service.

The master plan update will include recommended recurring maintenance activities and needs for the sanitary sewer system. These standards for sanitary sewer maintenance will help the City update and maintain their procedures as a way to provide continuous improvements to the condition and conveyance capabilities of the sanitary sewer system.

4) Assure Value for Investment.

The Sanitary Sewer Master Plan Update will use a holistic approach to summarize the timeline of the sanitary sewer system development and document the previously completed infiltration/inflow studies, corridor or project specific capacity analyses and system improvement/relief projects while simultaneously assembling a proposed future improvement project list and identifying the portions of the system which warrant further analysis/study. This approach will allow the City to make strategic and optimal decisions which will ensure a greater value for investments.

The master plan update will recommend proposed sanitary sewer improvement projects and areas recommended for further study which will help improve and manage the condition and conveyance capabilities of the City sanitary sewer system. Providing guidance for improvements and studies in advance will reduce the overall implementation (planning, design and construction) costs of the proposed work by providing sufficient time for this work to be coordinated with other infrastructure improvement projects. Coordination between water, sewer, storm and road projects have been shown to reduce infrastructure costs and the overall impact of construction disruption on the residents and community.

5) Contribute to Economic Prosperity.

It is the City's responsibility to build and maintain infrastructure systems which meet the needs and expectations of their residents; this includes providing proper and efficient conveyance of wastewater away from buildings and out of the City. The City's intention of documenting the previously completed studies, improvement projects and capacity studies while planning for improvement projects and assessing specific areas of the existing sanitary sewer management system in the master plan update supports the fact that the City is seeking ways to fulfill this responsibility.

If residents feel that the City is doing what it can to address their needs and meet their expectations, the residents are more likely to provide support of these sanitary sewer improvements. Resident support encourages investment into the community and enhances property values and economic prosperity.

Critical Infrastructure Planning Grant Priorities:

The proposed project addresses the Oakland County Local Government Critical Infrastructure Planning Grant program's priorities in the following ways:

- 1) **Serious risk to public health** – The project has a substantial impact on public health as described in the Desired Outcomes section.
- 2) **Assistance for systems experiencing the greatest affordability needs**—Like all stormwater management systems, asset management-based planning is important for making sure that customers are getting the appropriate level of service at the lowest costs.

Methods and Strategies:

The proposed service providers and scope of work efforts are as follows:

- 1) Professional services will be performed by the City and their contracted consulting engineers. Professional services include:
 - a) Gather Information for the System Development Chronology:
 - i) Sanitary System Development Timeline
 - ii) Previously Completed Inflow/Infiltration Studies
 - iii) Previously Completed Corridor/Project Specific Capacity Analyses/Studies
 - iv) Previously Completed System Improvement/Relief Projects
 - b) Review of the Current System Operation
 - c) Identify Proposed Future Improvements
 - d) Identify Portions of the System Recommended for Further Analysis/Study
 - i) Analyze Identified Portions (as-needed)
 - e) Summarize Existing and Future Sanitary Sewer System Capacity
 - f) Prepare System Capacity/Land Use Map
 - g) Update Existing 1974 Sanitary Sewer Master Plan
- 2) Any services which cannot be performed by either the City or their contracted consulting engineers will be performed by a contractor/consultant who has gone through a competitive bid process.

Budget & Project Estimates:

The City intends to perform the work outlined above and is projecting a cost of \$45,000 to complete the Work.

Schedule:

All proposed work shall be completed on or before September 30, 2023. The following is a basic preliminary schedule for the proposed work:

Information Gathering: May 2022 – August 2022

Review Current System Operation: August 2022 – September 2022

Identify Future Improvements and Portions Recommended for Further Analysis: September 2022 – January 2023

Summarize System Capacities and Update Mapping: January 2023 – April 2023

Preparation of Deliverables: April 2023 – June 2023

Finalizing Deliverables: July 2023 – September 2023

Master Storm Drainage Plan Update Memorandum

To: Mr. William Huotari, P.E., City Engineer
From: Bradley Shepler, P.E., Senior Associate
Date: March 31, 2022
Subject: Project Summary for City of Troy Master Storm Drainage Plan Update
Oakland County Local Government Critical Infrastructure Grant

HRC Job No. 20220308

MASTER STORM DRAINAGE PLAN UPDATE

The following is a summary of the proposed City of Troy planning efforts specifically related to updating the City's existing Master Storm Drainage Plan. The update will include the following changes/additions to the initial Master Storm Drainage Plan developed in 1966 and the comprehensive Master Storm Drainage Plan Update developed in 1997; revisions to the base map, updates to the drainage calculations and computerized storm system models where applicable, prioritized recommended improvements list and cost estimates for recommended improvements. This is provided as supplemental information for an application for funding through the Oakland County Local Government Critical Infrastructure Grant program.

Statement of Need:

The City completed an initial Master Storm Drainage Plan in 1966 and a comprehensive Master Storm Drainage Plan Update in 1997. The major drainage system serving the City was constructed in accordance with the 1966 master plan. The 1997 update re-evaluated the drainage districts and portions of the drainage system not installed as recommended in the 1966 master plan. The 1997 update also evaluated various drainage concerns within specific localized areas based on the Local, County and State Regulations at the time. Many of the recommended improvements from the 1997 master plan update have been implemented; however, some of the recommendations remain incomplete. A few localized drainage issues have arisen since the 1997 update and with the new Oakland County Stormwater Engineering Design Standards, the City has determined that it is prudent to complete a subsequent Master Storm Drainage Plan update and re-evaluate for potential implementation of green infrastructure and infiltration opportunities.

Desired Outcomes:

The proposed project addresses the Oakland County Local Government Critical Infrastructure Planning Grant program's desired outcomes in the following ways:

1) Protect Public Health.

Flooding and standing water can cause damage to private property, buildings, vehicles and infrastructure (sanitary sewer systems, water distribution systems, road base and stability, etc.). It can also result in blocked pedestrian paths, unsafe driving conditions, mosquito infestations and an increased potential for West Nile virus and inconveniences to residents when flooding or standing water encroaches onto private property from the City rights-of-way. These impacts are detrimental to the health and safety of the public.

Delhi Township
2101 Aurelius Rd.
Suite 2A
Holt, MI 48842
517-694-7760

Detroit
535 Griswold St.
Buhl Building, Ste 1650
Detroit, MI 48226
313-965-3330

Grand Rapids
81925 Breton Road SE
Suite 100
Grand Rapids, MI 49506
616-454-4286

Howell
105 W. Grand River
Howell, MI 48843
517-552-9199

Jackson
401 S. Mechanic St.
Suite B
Jackson, MI 49201
517-292-1295

Kalamazoo
834 King Highway
Suite 107
Kalamazoo, MI 49001
269-665-2005

Lansing
215 S. Washington SQ
Suite D
Lansing, MI 48933
517-292-1488

The efforts proposed as part of this Master Storm Drainage Plan Update will include revisions to the City's base map (which shows existing drainage patterns, limits of drainage districts and runoff coefficients), updates to the drainage calculations and computerized storm system models where applicable and an analysis of study areas indicated as having a need for storm drainage improvements. The results of this analysis will be used to assemble a prioritized recommended improvements list. These improvements will help mitigate the negative impacts and hazardous conditions which can result from flooding, surcharging and standing water. Updating the master plan will help the City prioritize capital needs in its stormwater system and protect public safety and health.

The prioritized recommended improvements list will be prioritized based on potential safety concerns resulting from the improvements not being made to the areas associated with reported drainage concerns. This prioritization will allow the City to proactively plan for and implement recommended improvements with the intent of mitigating any major safety hazards. These projects will help protect public health and address any safety concerns.

2) Preserve Natural Resources and a Healthy Environment.

Proper conveyance of stormwater is essential for quality of life. Properly functioning stormwater systems provide a significant benefit to the environment by not only protecting against flooding and standing water, but also reducing pollutant loads into the rivers, lakes and streams and mitigating stream bank erosion by managing peak flows. The master plan update will identify proposed improvement projects for the City's existing stormwater system. These proposed projects will provide the City with improved stormwater management system functionality so they can continue benefiting the environment and providing their customers with the expected quality of life.

The City acknowledges the benefits of managing stormwater using low-impact development (bioswales, rain gardens, level spreaders, retention systems, detention systems, etc.), infiltration and natural drainage (ditches and culverts) systems and practices. In order to begin implementing these types of natural drainage systems, the City must invest time and revenue into developing operation and maintenance strategies for any proposed green stormwater infrastructure to ensure they would be able to meet the current storm water regulations and standards. The update will evaluate the drainage districts based on the current Local, County and State Storm Water Regulations as the City recently adopted new storm water regulations and provide the City with a comprehensive document that provides guidance and recommendations for accomplishing this goal of implementing green stormwater infrastructure systems.

3) Maintain Reliable, High-Quality Service.

The City relies on its customers' support of, trust in and investment in the community to ensure fiscal sustainability. Customers with knowledge of the City's master planning initiatives, goals and objectives that are used to make decisions on how their tax dollars and service fees are spent, are more likely to support the operation, maintenance and improvement of the City infrastructure systems. Updating and maintaining a Master Storm Drainage Plan will provide the City leadership with a comprehensive document and inclusive resource to reference when operating and maintaining the system and when drainage concerns arise. The update will also provide the City with a platform from which to be transparent with their residents and deliver information to interested customers. The recommended improvement projects, to be included in the master plan update, will help strengthen customer confidence in the forward-thinking, proactive and environmentally friendly nature of their leadership; thereby, improving long-term fiscal sustainability of the City.

As part of the master plan update, the City anticipates including recommended improvement projects for the areas with storm drainage concerns. These recommendations will allow the City to update their current standard operating procedures for stormwater system maintenance to ensure continuous improvement to the system's ability to provide proper and efficient stormwater conveyance.

4) Assure Value for Investment.

The Master Storm Drainage Plan Update will use a holistic approach to gather background and current conditions information, revise the base map, update the drainage calculations and computerized storm system models where applicable and analyze study areas identified as having storm drainage concerns while creating a prioritized recommended improvements list, assembling cost estimates for recommended improvements and updating the master storm drainage plan. This approach will allow the City to make strategic and optimal decisions which will ensure a greater value for investments.

The master plan update will recommend improvements which will help improve and manage the drainage capabilities of the City's stormwater system. Providing guidance for improvements in advance will reduce the overall implementation (planning, design and construction) time and costs of the proposed work by providing sufficient time for this work to be coordinated with other infrastructure projects and/or improvement projects with a similar scope of work. Coordination between construction projects (i.e., other infrastructure or similarly scoped projects) has been shown to reduce infrastructure costs and the overall impact of construction disruption on the residents and community.

5) Contribute to Economic Prosperity.

It is the City's responsibility to build and maintain infrastructure systems which meet the needs and expectations of their residents; this includes providing proper and efficient conveyance of stormwater to protect against flooding and maintain the integrity and quality of the bodies of water receiving the runoff within these highly urbanized areas.

Businesses seek the benefits of subsisting within highly urbanized environments, such as the City of Troy, as these environments typically provide close proximity to freeways and access to larger volumes of people (i.e. potential workforce and customers). However, highly urbanized areas have higher population densities which result in larger areas of impervious surfaces and increased levels of runoff. Business owners and residents residing in these highly urbanized environments expect the City to handle the increased runoff so that the environment remains habitable and useable. Stormwater management systems are an effective way to manage this increased runoff. This master plan update will be used as a management tool to help protect the City's stormwater management infrastructure system and provide businesses and residents with their expected level of service.

The City's intention of assessing the existing stormwater system and planning for improvement projects via a Master Storm Drainage Plan Update supports the fact that the City is seeking ways to fulfill their responsibilities and meet their customers' expectations. If business owners and residents feel that the City is doing what it can to address their needs and meet their expectations, they are more likely to provide support for these improvements. As such, resident support encourages investment into the community and a City's ability to properly manage stormwater in a highly urbanized environment enhances property values and economic prosperity.

Critical Infrastructure Planning Grant Priorities:

The proposed project addresses the Oakland County Local Government Critical Infrastructure Planning Grant program's priorities in the following ways:

- 1) **Serious risk to public health** – The project has a substantial impact on public health as described in the Desired Outcomes section.
- 2) **Compliance with Federal and State regulations** – This updated master plan will evaluate the drainage districts based on the current Local, County and State Storm Water Regulations.
- 3) **Assistance for systems experiencing the greatest affordability needs**—Like all stormwater management systems, asset management-based planning is important for making sure that customers are getting the appropriate level of service at the lowest costs.

Methods and Strategies:

The proposed service providers and scope of work efforts are as follows:

- 1) Professional services will be performed by the City and their contracted consulting engineers. Professional services include:
 - a) Gather Background & Current Conditions Information
 - i) Utilize all applicable information from the original 1966 plan and 1997 update
 - ii) Current conditions will most likely consist of details of existing drainage patterns, locations of recurring drainage concerns and existing drainage facilities in the vicinity of these areas of concern
 - b) Revise Base Map & Update Drainage Calculations and Computerized Storm System Models
 - i) Base map will show the existing drainage patterns, limits of drainage districts and runoff coefficients
 - ii) Drainage calculations and computerized storm system model (where applicable) will be based on current and future land use and will be used to determine predicted flow rates during a ten (10) year storm event
 - (1) For districts modeled during the 1997 update, the existing model will be revised to reflect the current conditions
 - c) Analyze Study Areas with Reported Storm Drainage Concerns
 - d) Create Prioritized Recommended Improvements List
 - i) The analysis of study areas with reported storm drainage concerns will be used to identify recommended improvements
 - ii) Recommended improvements will be displayed on the base map and prioritized based on potential safety concerns resulting from the associated drainage concerns
 - e) Assemble Cost Estimates for Recommended Improvements
 - f) Update Master Storm Drainage Plan
 - i) Summarize the conclusions, list the prioritized recommended improvements, display the base map and include the cost estimates
- 2) Any services which cannot be performed by either the City or their contracted consulting engineers will be performed by a contractor/consultant who has gone through a competitive bid process.

Budget & Project Estimates:

The City intends to perform the work outlined above and is projecting a cost of \$90,000 to complete the Work.

Schedule:

All proposed work shall be completed on or before September 30, 2023. The following is a basic preliminary schedule for the proposed work:

Gather Background & Current Conditions Information: May 2022 – July 2022

Revise Base Map & Computer Model: July 2022 – September 2022

Analyze Study Areas with Reported Storm Drainage Concerns: September 2022 – November 2022

Create Prioritized Recommended Improvements List: November 2022 – January 2023

Assemble Cost Estimates: January 2023 – March 2023

Preparation of Deliverables: March 2023 – July 2023

Finalizing Deliverables: July 2023 – September 2023

Detention Basin Inventory Update Memorandum

To: Mr. William Huotari, P.E., City Engineer
From: Bradley Shepler, P.E., Senior Associate
Date: March 31, 2022
Subject: Project Summary for City of Troy Detention Basin Inventory Update
Oakland County Local Government Critical Infrastructure Grant

HRC Job No. 20220308

DETENTION BASIN INVENTORY UPDATE

The following is a summary of the proposed City of Troy planning efforts specifically related to updating the City's existing Detention Basin Inventory. The update will include the following changes/additions to the original Inventory developed in 2007; an inventory of the new and existing City-owned detention basins, revised database used to document the detention basin conditions and features observed during field assessments, condition and functionality ratings for each basin and an itemized list of recommended maintenance repairs/rehabilitation and potential detention basin improvements to ensure the detention basins are meeting current Oakland County standards for detention basin design and capacity. This is provided as supplemental information for an application for funding through the Oakland County Local Government Critical Infrastructure Grant program.

Statement of Need:

With increasingly frequent and severe weather events, it is imperative that the City continue maintaining and improving their existing City-owned detention basin infrastructure while discovering innovative ways to properly size undersized basins. Improper collecting and detaining of stormwater as a result of undersized and/or under-maintained basins can cause damage and hazardous environments from flooding, high pollutant levels in rivers, lakes and streams and stream back erosion. The City would like to update their existing Detention Basin Inventory to continue documenting the City-owned detention basins and recommending maintenance strategies and retrofit opportunities to improve the condition of their basins and properly size undersized basins per the Oakland County detention basin requirements for design and capacity.

Desired Outcomes:

The proposed project addresses the Oakland County Local Government Critical Infrastructure Planning Grant program's desired outcomes in the following ways:

1) Protect Public Health:

Detention basins are designed to collect, detain and regulate the release of stormwater to protect against flooding within highly urbanized areas (sub-divisions, industrial areas, commercial developments, etc.). Flooding, as a result of undersized or under-maintained detention basins, can cause damage to private property, buildings, vehicles and infrastructure (sanitary sewer systems, water distribution systems, road base and stability, etc.). It can also result in blocked pedestrian paths, unsafe driving conditions, mosquito infestations and an increased potential for West Nile virus and inconveniences to residents when water encroaches onto private property from the City-owned detention basins. The Detention Basin Inventory Update will include specific recommended maintenance repairs/rehabilitation

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2101 Aurelius Rd.
Suite 2A
Holt, MI 48842
517-694-7760

Detroit
535 Griswold St.
Buhl Building, Ste 1650
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313-965-3330

Grand Rapids
81925 Breton Road SE
Suite 100
Grand Rapids, MI 49506
616-454-4286

Howell
105 W. Grand River
Howell, MI 48843
517-552-9199

Jackson
401 S. Mechanic St.
Suite B
Jackson, MI 49201
517-292-1295

Kalamazoo
834 King Highway
Suite 107
Kalamazoo, MI 49001
269-665-2005

Lansing
215 S. Washington SQ
Suite D
Lansing, MI 48933
517-292-1488

and potential retrofit opportunities for the new and existing City-owned detention basins. These projects will improve the condition, functionality and capacity of these basins to help mitigate any negative impacts and hazardous conditions resulting from flooding in order to protect public safety and health.

2) **Preserve Natural Resources and a Healthy Environment:**

Proper temporary storage and detention of stormwater is essential for quality of life. Properly functioning detention basins provide a significant benefit to the environment by not only protecting against flooding, but also by reducing pollutant loads into rivers, lakes and streams and mitigating stream bank erosion by managing peak flows. This inventory update will identify recommended maintenance repairs/rehabilitation and potential retrofit opportunities for the new and existing City-owned detention basins in order to ensure these basins are properly maintained and sized. These proposed maintenance projects and capacity improvements will provide the City with improved detention basin functionality so they can continue benefiting the environment and providing their customers with the expected quality of life.

The City acknowledges the benefits of using detention basins for stormwater management within the City and would like to continue doing so in the future. In order to continue using detention basins for stormwater management, the City must invest time and revenue into maintaining and retrofitting the detention basins to ensure they are meeting the current Oakland County Stormwater Engineering Design Standards. Part of the inventorying and assessment work, the City will evaluate the existing basins for potential green stormwater infrastructure improvements and how they can be incorporated into the existing basins.

The inventory update will also serve as a valuable document for meeting the requirements established by the City of Troy's Storm Water Pollution Prevention Initiative and Phase II Storm Water General Permit from the Michigan Department of Environment, Great Lakes and Energy (EGLE).

3) **Maintain Reliable, High-Quality Service:**

The City relies on its customers' support of, trust in and investment in the community to ensure fiscal sustainability. Customers with knowledge of the City's planning initiatives, goals and objectives that are used to make decisions on how their tax dollars and service fees are spent, are more likely to support the operation, maintenance and improvement of the City infrastructure systems. Updating and maintaining a Detention Basin Inventory will provide City leadership with a comprehensive document and inclusive resource to reference when maintaining and improving the City-owned detention basins and when capacity questions or flooding issues arise. The update will also provide the City with a platform from which to be transparent with their residents and deliver information to interested customers. The recommended maintenance repairs/rehabilitation and improvement opportunities, to be included in the inventory update, will help strengthen customer confidence in the proactive and environmentally friendly nature of their leadership; thereby, improving long-term fiscal sustainability of the City.

As part of the inventory update, the City anticipates identifying recurring maintenance activities and processes for the City-owned detention basins. This will allow the City to review and update their current standard operating procedures for basin maintenance to ensure continuous improvement to the condition and capacity of the detention basins.

4) **Assure Value for Investment:**

The inventory update will use a holistic approach to inventory the new and existing City-owned detention basins, revise the database used to document the detention basin conditions and features observed during field assessments and assign condition and functionality ratings for each basin while simultaneously itemizing a list of recommended maintenance repairs/rehabilitations and potential detention basin improvements to ensure the detention basins are meeting functionality and performance expectations. This approach will allow the City to make strategic and optimal decisions which will ensure a greater value for investments.

The inventory update will recommend proposed maintenance repairs/rehabilitation work and potential detention basin improvements which will help improve and manage the conditions and capacities of the City-owned detention basins. Providing guidance for maintenance and improvements in advance will reduce the overall implementation (planning, design and construction) costs of the proposed work by providing sufficient time for this work to be coordinated with other improvement projects with a similar scope of work. Coordination between similarly scoped construction projects has been shown to reduce infrastructure costs and the overall impact of construction disruption on the residents and community.

Exploring the potential for and implementing retrofit opportunities is a way to optimize existing infrastructure by increasing the capacity of any undersized detention basins so that they are properly sized per the current Oakland County standards for detention basin design and capacity. The City will receive the most value from limited resources by retrofitting existing basins instead of abandoning undersized basins and constructing new properly sized basins.

5) **Contribute to Economic Prosperity:**

It is the City's responsibility to build and maintain infrastructure systems which meet the needs and expectations of their residents, this includes providing properly sized detention basins to collect and detain stormwater to protect against flooding and maintain the integrity and quality of the bodies of water receiving the runoff within these highly urbanized areas.

Businesses seek the benefits of subsisting within highly urbanized environments, such as the City of Troy, as these environments typically provide close proximity to freeways and access to larger volumes of people (i.e. potential workforce and customers). However, highly urbanized areas have higher population densities which result in larger areas of impervious surfaces and increased levels of runoff. Business owners and residents residing in these highly urbanized environments expect the City to handle the increased runoff so that the environment remains habitable and useable. Detention basins are an effective way to manage this increased runoff. This inventory update will be used as a management tool to help protect this portion of the City's stormwater management infrastructure system and provide businesses and residents with their expected level of service.

The City's intention of assessing the existing detention basins and planning for improvement projects via a Detention Basin Inventory Update supports the fact that the City is seeking ways to fulfill their responsibilities and meet their customers' expectations. If business owners and residents feel that the City is doing what it can to address their needs and meet their expectations, they are more likely to provide support for these maintenance and improvement projects. As such, resident support encourages investment into the community and a City's ability to properly manage stormwater in a highly urbanized environment enhances property values and economic prosperity.

Critical Infrastructure Planning Grant Priorities:

The proposed project addresses the Oakland County Local Government Critical Infrastructure Planning Grant program's priorities in the following ways:

- 1) **Serious risk to public health** – The project has a substantial impact on public health as described in the Desired Outcomes section.
- 2) **Compliance with Federal and State regulations** – This updated inventory will meet the requirements of the City of Troy's Storm Water Pollution Prevention Initiative and the Phase II Storm Water General Permit from EGLE.
- 3) **Assistance for systems experiencing the greatest affordability needs**—Like all stormwater management systems, asset management-based planning is important for making sure that customers are getting the appropriate level of service at the lowest costs.

Methods and Strategies:

The proposed service providers and scope of work efforts are as follows:

- 1) Professional services will be performed by the City and their contracted consulting engineers. Professional services include:
 - a) **Inventory Update** - inventorying the new and existing City-owned detention basins
 - b) **GIS/GPS Database** - revising the GIS/GPS Database to include fields for all the information to be collected during the Field Identification and Assessment work
 - c) **Field Identification and Assessment** – assessing and documenting the condition of the detention basins
 - i) Information to be collected during the field identification and assessment includes storage volume & depth, surface area, shape, class of vegetation & vegetative indicators, inlet & outlet structures, restrictors, fencing, side slope and erosion potential.
 - d) **Analysis/Summary of Collected Data** – using the collected data to rate the condition, functionality and approximate capacity of each basin, creating an itemized list of recommended maintenance repairs/rehabilitation and examining opportunities for potential detention basin improvements (based on the City's current Storm Water Standards)
 - e) **Preparation of Recommendations** – preparing recommendations which discuss basin maintenance and potential improvement opportunities
 - f) **Preparation of Final Report** – summarizing the collected data, recommended maintenance items, associated costs for maintenance items and potential basin improvement opportunities for the new and existing City-owned detention basins in the Detention Basin Inventory Update
- 2) Any services which cannot be performed by either the City or their contracted consulting engineers will be performed by a contractor/consultant who has gone through a competitive bid process.

Budget & Project Estimates:

The City intends to perform the work outlined above and is projecting a cost of \$65,000 to complete the Work.

Schedule:

All proposed work shall be completed on or before September 30, 2023. The following is a basic preliminary schedule for the proposed work:

Inventory Update: May 2022 – July 2022

GIS/GPS Database Update: May 2022 – June 2022

Field Identification and Assessment: July 2022 – November 2023

Analyze/Summarize Collected Data: November 2023 – April 2023

Prepare Recommendations: April 2023 – June 2023

Preparation of Deliverables: June 2023 – August 2023

Finalizing Deliverables: August 2023 – September 2023

Applicable Contacts

City of Troy

William Huotari, P.E. (City Engineer)
huotariwj@troymi.gov

G. Scott Finlay, P.E. (Deputy City Engineer)
finlaysg@troymi.gov

Hubbell, Roth & Clark, Inc.

Bradley Shepler, P.E. (Senior Associate)
bshepler@hrcengr.com

Emily Ause, P.E. (Staff Engineer)
eause@hrcengr.com

Delhi Township
2101 Aurelius Rd.
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Holt, MI 48842
517-694-7760

Detroit
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Buhl Building, Ste 1650
Detroit, MI 48226
313-965-3330

Grand Rapids
81925 Breton Road SE
Suite 100
Grand Rapids, MI 49506
616-454-4286

Howell
105 W. Grand River
Howell, MI 48843
517-552-9199

Jackson
401 S. Mechanic St.
Suite B
Jackson, MI 49201
517-292-1295

Kalamazoo
834 King Highway
Suite 107
Kalamazoo, MI 49001
269-665-2005

Lansing
215 S. Washington SQ
Suite D
Lansing, MI 48933
517-292-1488

Exhibit B

Grant Award	Local Match
\$100,000.00	\$100,000.00

Grant Award will equal the local match up the amount listed above, any amounts above the sum of the amounts listed above will be through local funds.



500 West Big Beaver
Troy, MI 48084
troymi.gov

K-01a

CITY COUNCIL AGENDA ITEM

Date: September 1, 2022

To: Mark F. Miller, City Manager

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

Subject: ANNOUNCEMENT OF PUBLIC HEARING – CONDITIONAL REZONING (CR JPLN2022-001) – Proposed Homestead Condominiums, East side of Livernois, North of Big Beaver (PIN 88-20-22-301-007, -008, -009), Section 22, From R-1E (One Family Residential District) to RT (One Family Attached Residential District).

The applicant Tableau by Mondrian seeks a conditional rezoning of the subject parcel from R-1E (One Family Residential Zoning District) to RT (One Family Attached Zoning District). The applicant provided a complete Preliminary Site Plan application as a condition of approval, along with other conditions listed in the application.

The subject site is 9.54 acres in area. The applicant proposes a total of 30 units within 6 buildings. The application indicates the homes are geared toward residents 50 years of age and older. Houses range in size from 1,317 square feet to 1,840 square feet.

The applicant has voluntarily included the site plan as a condition of approval. The development will conform to all RT zoning district requirements including maximum height of 2 stories/30 feet.

The Planning Commission considered the conditional rezoning application at a public hearing on July 26, 2022. The Planning Commission recommended approval of the application by a 7-1 vote.

The applicant has revised the Preliminary Site Plan that was reviewed by the Planning Commission as follows:

1. The proposed 6-foot wide gravel path has been upgraded to an 8-foot wide asphalt path.
2. The sidewalk on the north side of the proposed road has been upgraded to an 8-foot wide asphalt path to connect to the City path system.
3. The proposed 8-foot wide asphalt path route has been changed to go around the pergola.
4. An easement has been provided to the City of Troy through the wetlands on the northeast portion of the property.

A City Council public hearing has been scheduled for September 19, 2022.

Legal Review

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



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

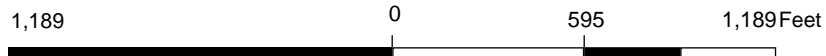
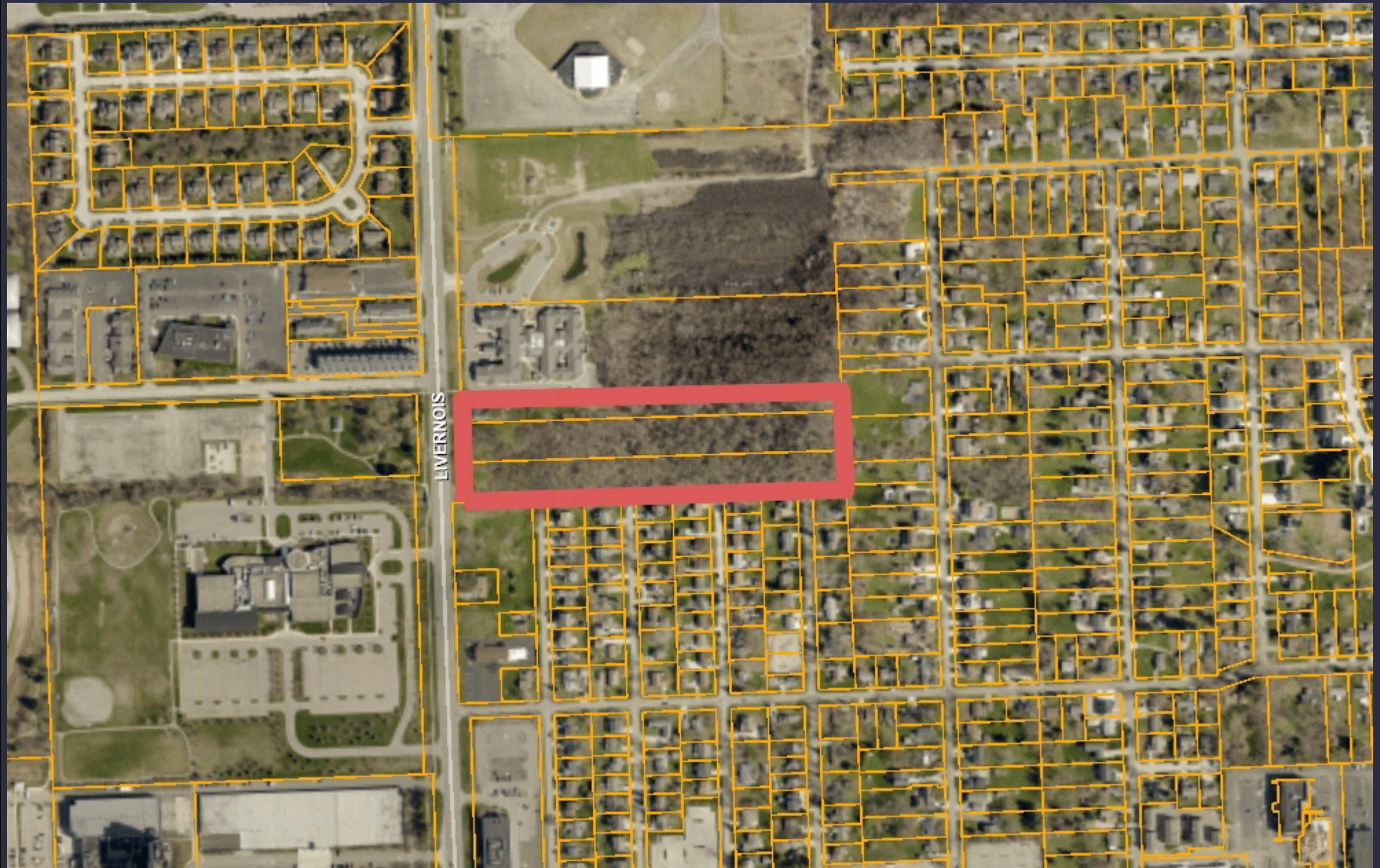
Attachments:

1. Maps.
2. Preliminary Site Plan application.
3. Minutes from July 26, 2022 Planning Commission Regular meeting.
4. Agenda packet from July 26, 2022 Planning Commission Regular meeting.
5. Public comment.

RBS, G:\CONDITIONAL REZONING\JPCR2022-001 HOMESTEAD\20220912 CC Memo Announce Public Hearing Homestead Conditional Rezoning.docx



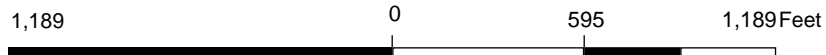
GIS Online



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.



GIS Online



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.

MONDRIAN

PROPERTIES

PRESENTS



Tableau
by MONDRIAN



SECTION 1: ABOUT MONDRIAN PROPERTIES AND ITS NEW MULTI-FAMILY DIVISION

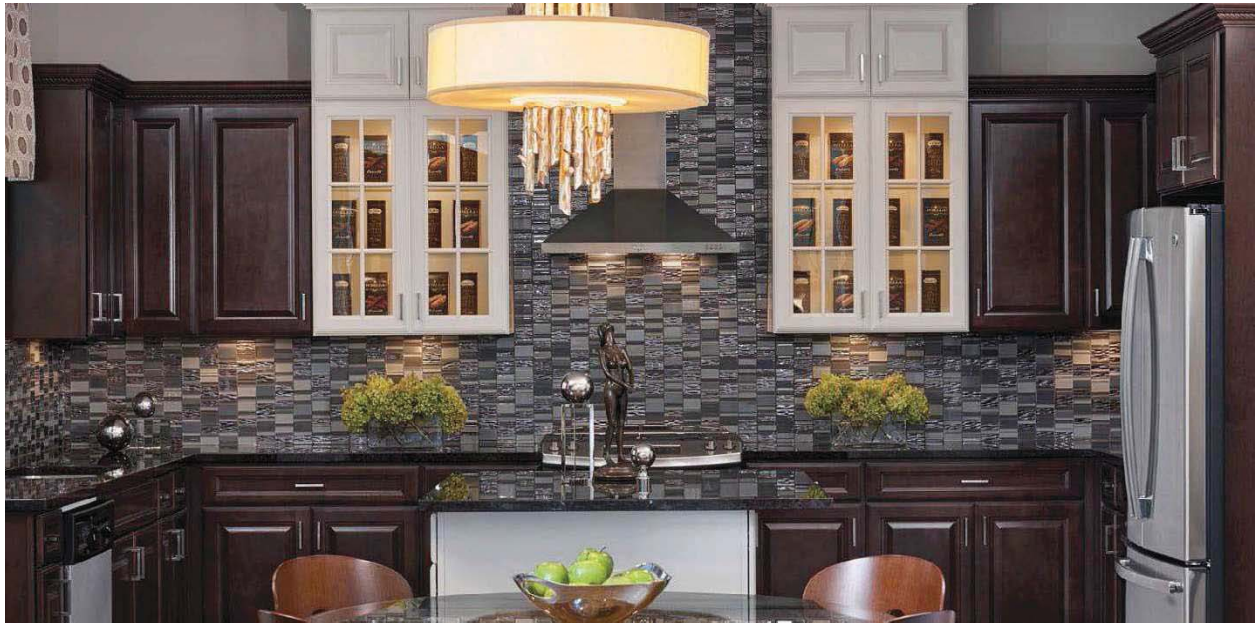
Mondrian's Background

At Mondrian Properties, we pride ourselves on developing, designing and constructing premier homes and communities for our highly valued customers. In our three-decade history, we have developed more than 40 communities in Southeastern Michigan, continually winning awards for architectural design quality.



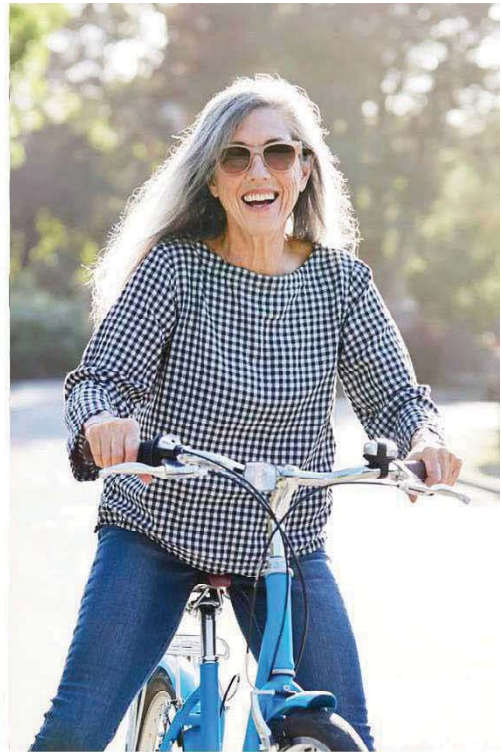
The Mondrian Mission

Our goal is to be recognized as a national leader in the area of customer-focused residential construction. Our best-in-class, well-coordinated and consummately professional team helps to realize this goal every day. It is our unrelenting dedication to achieving this goal, in combination with our commitment to integrity, that allows us to provide our clients with their dream homes.



The Mondrian Lifestyle

Our architectural team creates classic designs that our construction team realizes into quality homes that exude timeless sophistication and luxurious detail. Our clients experience the next level – of convenience, of service and of quality. We take great pride in the communities we build. When you purchase a Mondrian home, you acquire so much more than a place to live; you acquire a lifestyle filled with attainable luxury.



Mondrian's Expansion into Multi-family Housing

Our team has carefully considered the guidance and insight it has understood from the City of Troy, with regard to new choices for home-shoppers in the area. And, since there is strong demand in the marketplace for different types of multi-family, for-lease, as well as for-purchase residential home types, Mondrian Properties, through its newly created subsidiary, **Tableau by Mondrian**, has decided to pursue constructing these kinds of options for the community. Also, new construction is highly popular, as compared to older construction units. Whether future communities offer 50+ or general market residences for lease, or 50+ or general market condos, Mondrian's new multi-family unit can supply any of them. Mondrian's new multi-family brand, **Tableau by Mondrian**, will offer home-shoppers the elegance for which Mondrian is known, while delivering new residences that are clearly something new and exciting – communities that would offer aspirational lifestyles to a variety of audiences – places where they could really envision themselves being fulfilled. Mondrian Properties will remain separate, but since there is a good amount of brand equity in the Mondrian name, this new brand has can leverage it as a foundation from which to drive credibility, legitimacy and familiarity in the eyes of the target audience – whichever demographic that audience may represent.



Project Applicant / Developer:

Tableau by Mondrian
50215 Schoenherr Road
Shelby Township, MI 48315
Attn: Joseph Maniaci
586-726-7350
jmaniaci@mondrianproperties.com

Development Team Consultants:

Civil Engineer:

PEA Group
John Thompson, PE
2430 Rochester Court
Troy, MI 48083
844-813-2949

Architects:

Martini – Samartino Design Group

Paul Samartino, AIA
920 E. Long Lake
Suite 200
Troy, MI 48085
248-524-0445

Landscape Architecture:

J Eppink Partners, Inc.

Jim Eppink, RLA
9336 Sashabaw Road
Clarkston, MI 48348
248-922-0789

Site Data:

Parcel Size:

9.54 acres

Location:

East side of Livernois,
north of Big Beaver Road within
the City of Troy, MI

Existing Zoning:

R-1E One Family Residential

Proposed Zoning:

RT One Family Attached Residential
using a Conditional Rezoning
Application

Proposed Uses:

30 attached single family for lease
condominium homes

SECTION 2: PROJECT NARRATIVE LETTER

HOMESTEAD

*A Proposed Single Family Attached, For-Lease Condominium Neighborhood
In the City of Troy, Michigan*

Project Vision:

Homestead, a new neighborhood proposed to be constructed off of Livernois Road will provide beautiful, high-quality, size-appropriate housing geared towards its 50-year-old and older residents.

Mondrian Properties, the corporate parent of its new, multi-family unit, **Tableau by Mondrian**, has been building homes in Southeastern Michigan for more than three decades, and continues to be at the forefront of providing a range of quality housing choices throughout the area. In response to the City of Troy's goal to provide innovative housing alternatives that serve the City's evolving demographics, smaller household sizes, and active lifestyle choices of its residents, Tableau by Mondrian is proud to propose Homestead, a neighborhood that specifically seeks to help build the **"missing-middle"** within the community.

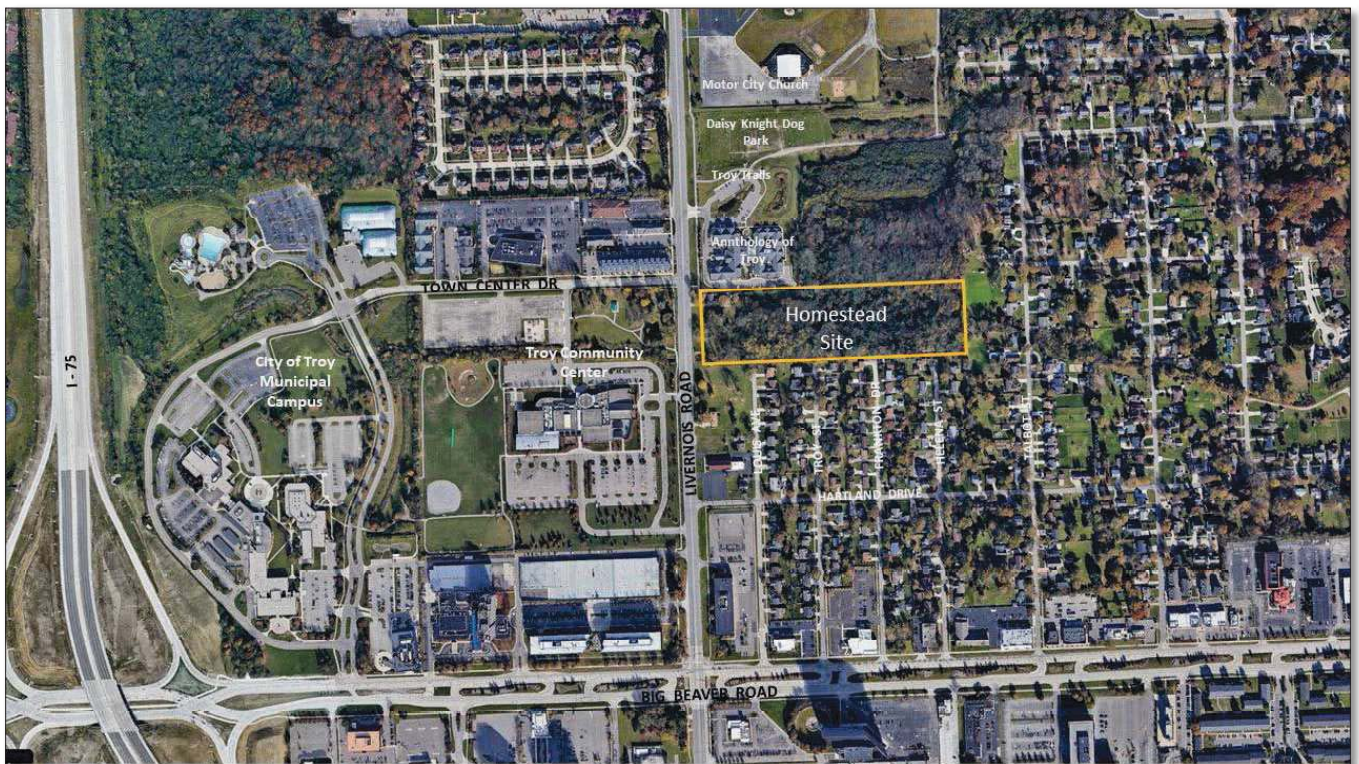
The City of Troy continues to be recognized as one of the best places to live in America. Its strong employment base, educational opportunities, shopping areas, diverse cultures, and residential neighborhoods have made it a premier family-oriented community. As its long-time residents age, however, the City of Troy has correctly recognized that it must encourage a wider range of housing choices to be built within Troy that will allow its residents to remain in the city they love, close to their families, friends, work, and churches. Providing more diverse housing choices enables residents the ability to **"age in place"** and prevent the need to move away, once the large, five-bedroom home becomes too large during their empty-nest, active senior years.

Homestead, a boutique, pocket neighborhood of only 30-residences, will provide home layouts ranging in size from 1,317 square feet to 1,840 square feet. The condominiums, designed primarily for single-level living, will be offered for-lease with an option to purchase. The Homestead neighborhood, which boasts of more than 55% open space will provide a community park for outdoor gatherings, walking trails that may connect to the larger City of Troy trail system, butterfly gardens, fitness stations with outdoor exercise equipment, sidewalks throughout, and beautifully landscaped, centrally maintained grounds.

Tableau by Mondrian has submitted the attached site plan documents and application and seeks site plan approval and conditional rezoning of the parcel(s) in order to construct this exciting neighborhood. Key attributes of the site and proposed development are outlined on the following pages and within the site plan submission documents.

SITE DATA & LOCATION:

Parcels	20-22-301-007, 20-22-301-008, 20-22-301-009
Total Size:	9.54-acres
Current Zoning:	R-1E One Family Residential District
Proposed Zoning:	RT One Family Attached Residential District
Features:	Lane Drain located at the parcel's southern boundary Wetlands and Floodplain areas currently exist on site Immediately east of the Troy Community Center and access to the Troy Trail system.



The Homestead property is located on the east side of Livernois, a short, one-quarter-mile walk north of Big Beaver Road. R-1E Single Family neighborhoods abut the property to the east and south, The Troy Community Center is located conveniently west of the site, and Anthology of Troy (a PUD) is located immediately to the north with close connection to Troy Trails and the Daisy Knight Dog Park.

The westernmost portion of the site is considered the “development zone” and can accommodate conventional construction methods for residential development. The eastern portion of the site is comprised of wetlands to the north and the Lane Drain to the south. The rear-central portion of the site will be graded to accommodate the required floodplain capacity of the site. The analysis of the physical characteristics of the site, identification of the development and floodplain cut zones, and the proposed civil engineering methods were determined independent of the proposed Homestead site plan. In other words, the western development zone, the eastern floodplain area, the natural features are consistent regardless of if the site was developed as a conventional R1-E subdivision, or as developed as the proposed RT – “Aging-in-Place,” “Missing-Middle” community.

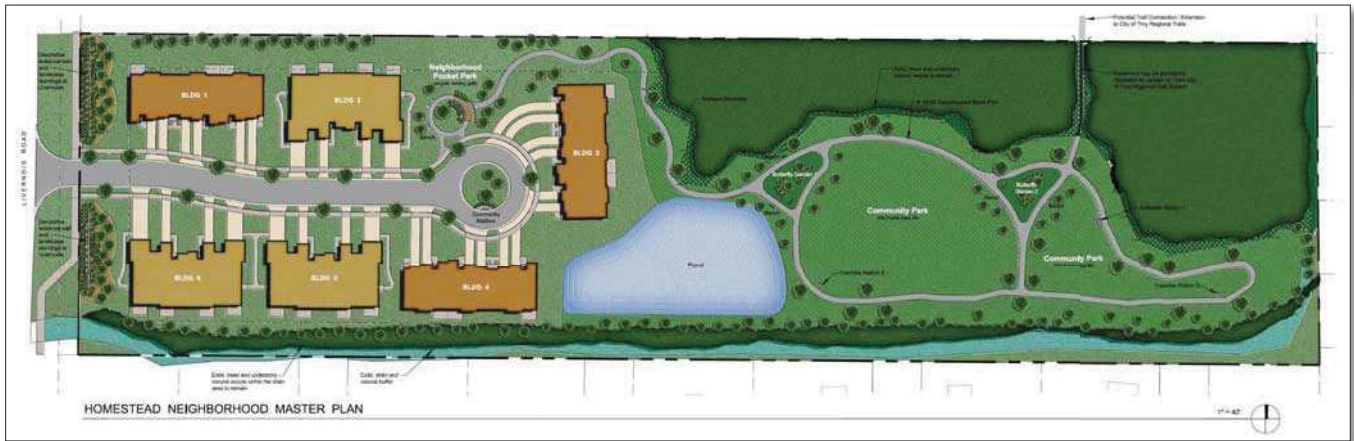


The western portion of the site has been determined to have the characteristics suitable for development, whereas the eastern portion of the site will be reserved for the preservation of the natural features, floodplain cut area, and re-forestation of the wooded areas.

SITE PLAN & ARCHITECTURAL DATA:

Building Types:	6 condominium buildings (3 Ranch with Lifestyle Space buildings & 3 Single-Level Living Condo buildings)
Total Residences:	30
Gross Density:	3.14 residences per acre
Home Sizes:	Single Level Living Condo: 1,317 – 1,488 sf Ranch with Lifestyle Space: 1,735 – 1,840 sf
Architecture:	Award winning architectural style and building materials
Site Plan Features Include:	

- Community Park & Gathering Area;
- Pergola;
- Walking Trails;
- Internal External Sidewalks with Ability to Connect to Troy Trails;
- Exercise & Fitness Stations;
- Butterfly Gardens;
- Park Benches;
- Livernois Frontage Landscape & Decorative Stone Walls;
- Landscape Boundary Buffer;
- Plantings & Preservation of Natural Features;
- Significant Tree Plantings & Re-forestation & Stormwater Management;
- Creation of Detention Basin/Decorative Wet Pond.



The Homestead neighborhood master plan places 6 beautiful condominium buildings at the western boundary closest to Livernois Road. The 30 residential units will front onto the new internal road and have direct access to Livernois. The development is just a short walk to The Troy Community Center, restaurants along Big Beaver, or connections to internal trails and the Troy Trail system. Existing wooded wetlands and the wooded Lane Drain will be maintained at the north and south respectively, and the rear center area will be land-balanced to accommodate floodplain capacity. The rear area will be planted and maintained with native prairie grasses, two butterfly gardens, buffer plantings and tree re-forestation plans, along with walking trails, fitness stations, and restful park bench areas.



Ranch Condominium with Lifestyle Space: Three “Ranch Condominiums with Lifestyle Space” buildings will be constructed within Homestead, providing a total of 12 of these unit types. Almost all the living space, including the master and second bedroom, kitchen and living room will be located on the ground floor. An additional flexible life-style space, which could be used as a home office, den, or media room, will be located on the second floor. The total square footage of these homes will range between 1,735 – 1,840 sf.



Single-Level Living Condominiums: Three “Single-Level Living Condominium” buildings will be constructed, providing a total of 18 of these unit types. All living areas within each condo will be located on a single level providing a spacious, convenient, ranch-style home. The ground floor of each building will house three units, with three additional individual units on the second floor. Each residence will have its own garage, as well as dedicated driveway parking areas. The square footage of the single-level living homes will range from 1,317 – 1,488 sf.

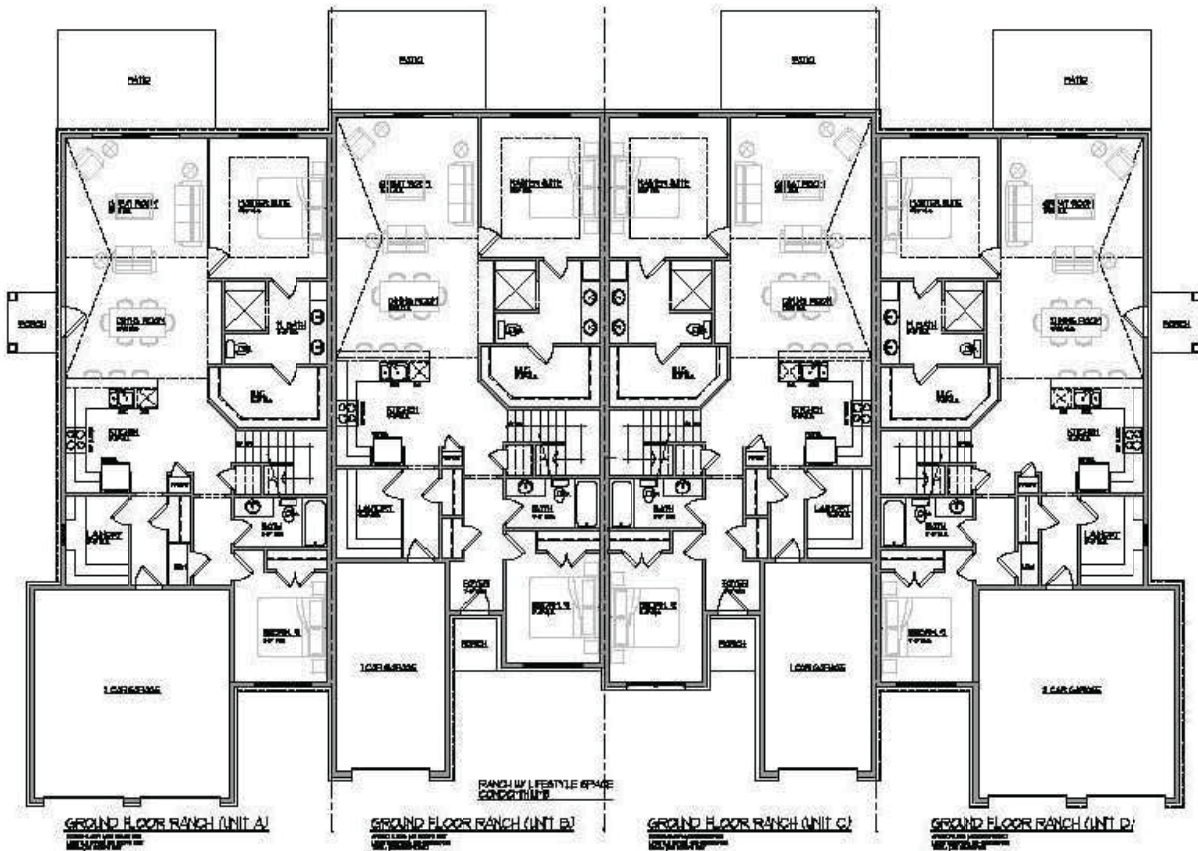
At Tableau by Mondrian, we are proud to present the Homestead neighborhood and its ability to create an “Age-in-Place,” “Missing-Middle” community that offers appropriately sized homes, beautiful architecture, functional floor plans, amenities, an abundance of site features, 55% open space, and located within walking distance of restaurants, trails, dog-parks, churches, offices, and the Troy Community Center. Our application requests a conditional re-zoning based on the uses, merits, and details reviewed here, those within the site plan submission documents, and as outlined in the accompanying application and conditional re-zoning narrative. We’ve worked closely with the community, have studied the Troy Master Plan, and we believe this development, with its open space, alternative housing choices, and walkability components, will meet the goals, intent, and spirit of the Master Plan. We believe that Homestead will become a wonderful addition to the City of Troy.

The attached Preliminary Site Plan Submission document set provides the information required by the ordinance and outlines the technical details of the development. We appreciate the opportunity to have the project reviewed by the City Planning Department and related professionals and look forward to being placed on the next available Planning Commission agenda to review and request a positive recommendation for the site plan and conditional re-zoning to enable the project to move forward.

SECTION 3: LANDSCAPE RENDERINGS



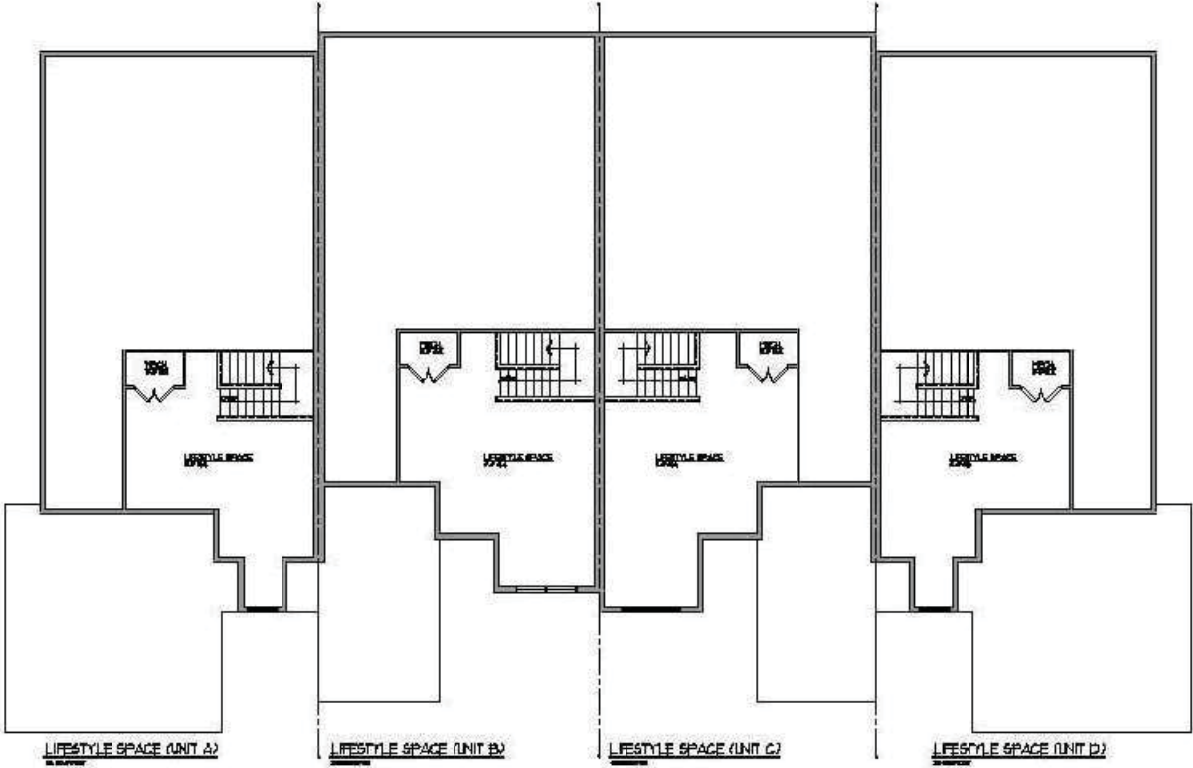
SECTION 4: HOMESTEAD FLOOR PLANS



RANCH W/ LIFESTYLE SPACE
CONDOMINIUMS



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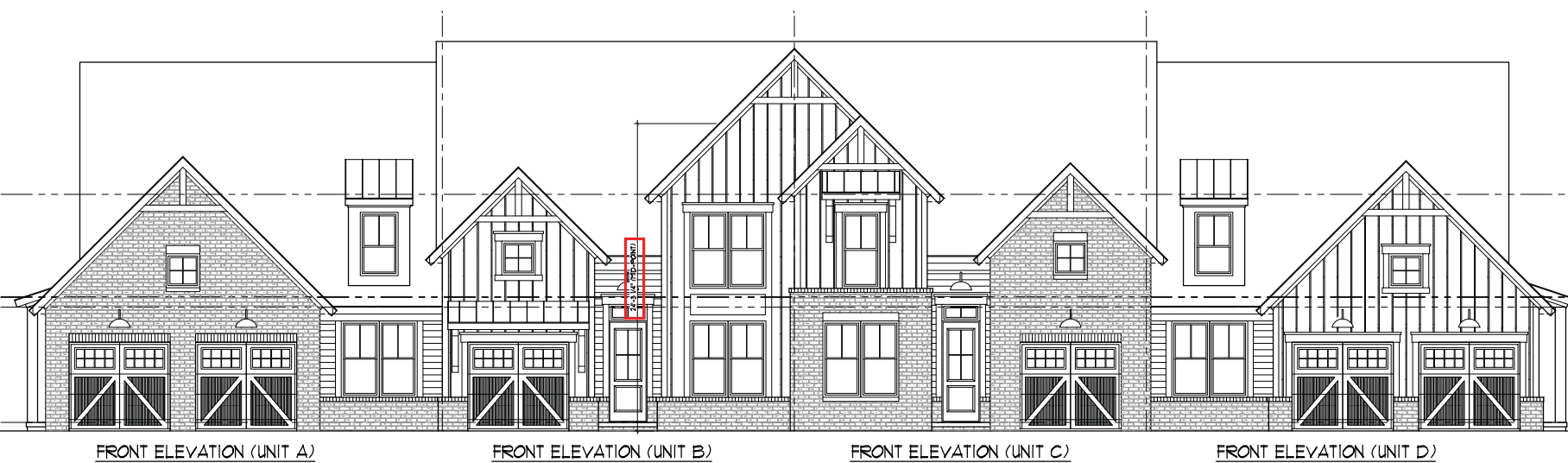


RANCH W/ LIFESTYLE SPACE
CONDOMINIUMS



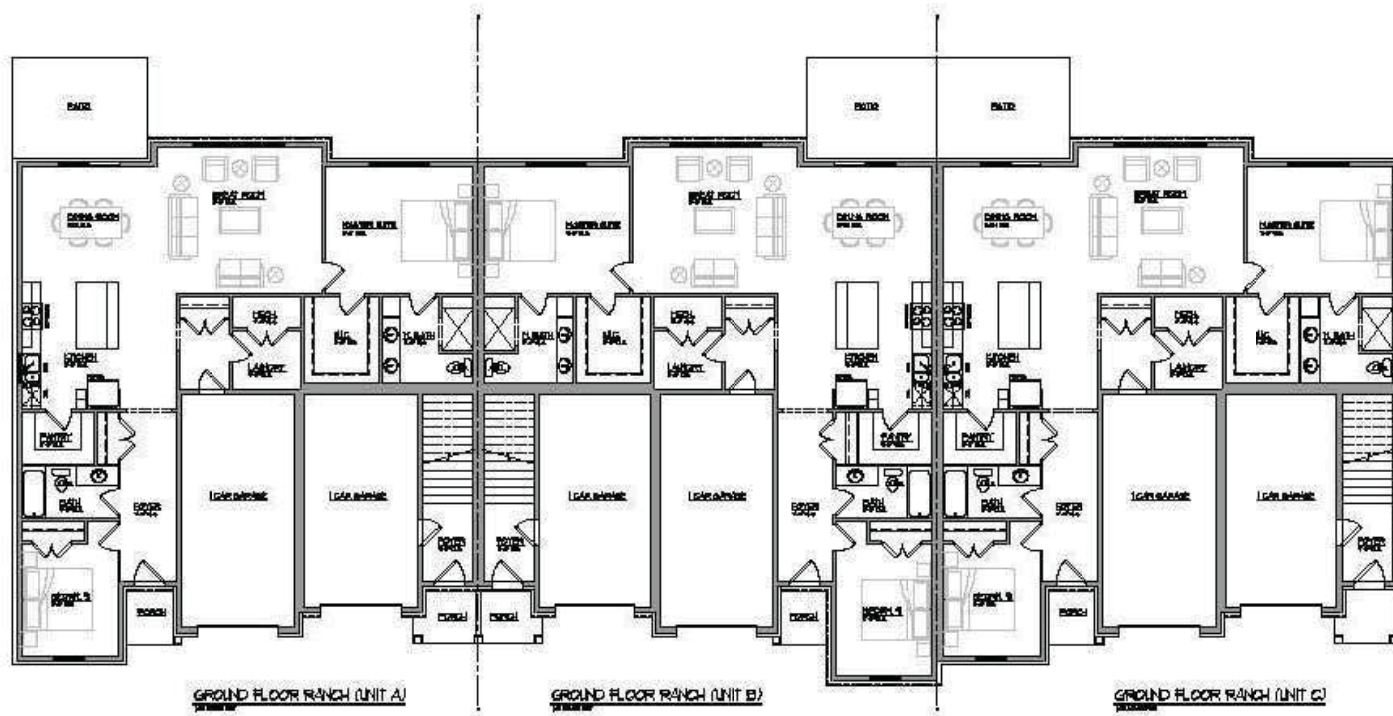
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RANCH W/ LIFESTYLE SPACE
CONDOMINIUMS

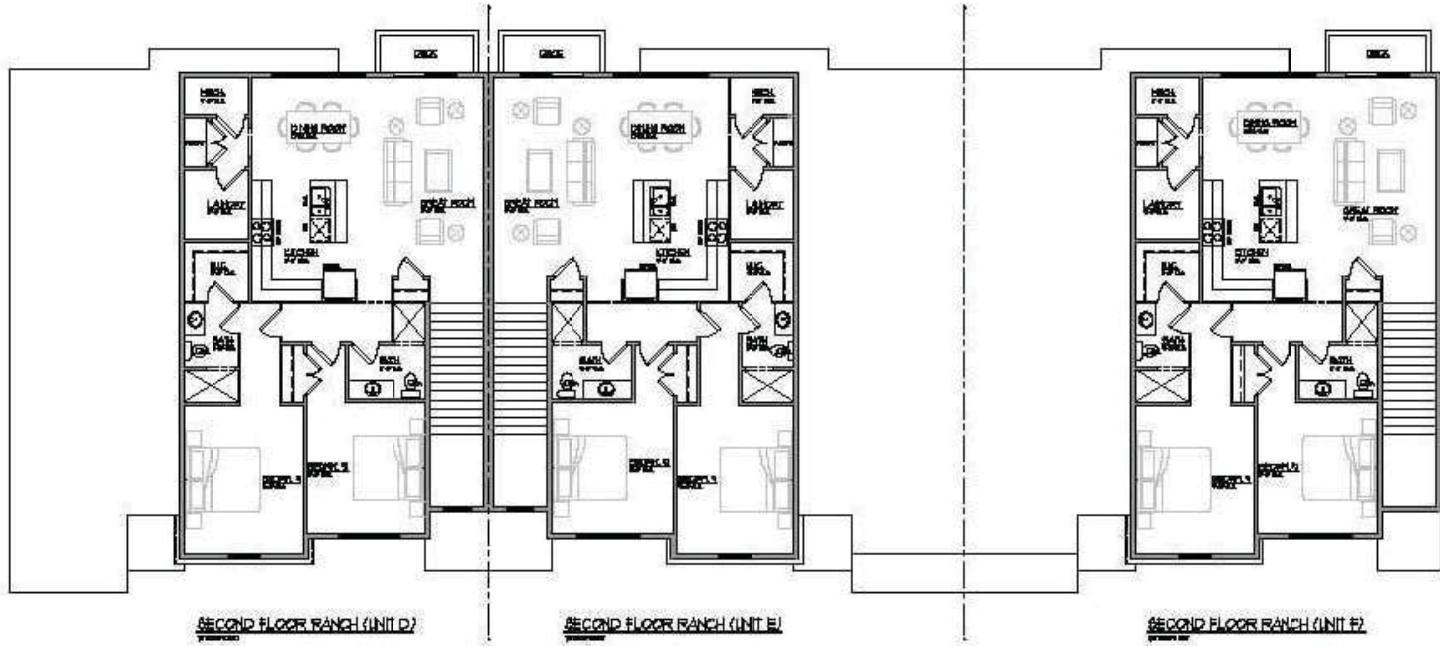
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SINGLE LEVEL LIVING CONDOMINIUMS



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FRONT ELEVATION (UNIT A & UNIT D)

FRONT ELEVATION (UNIT B & UNIT E)

FRONT ELEVATION (UNIT C & UNIT F)

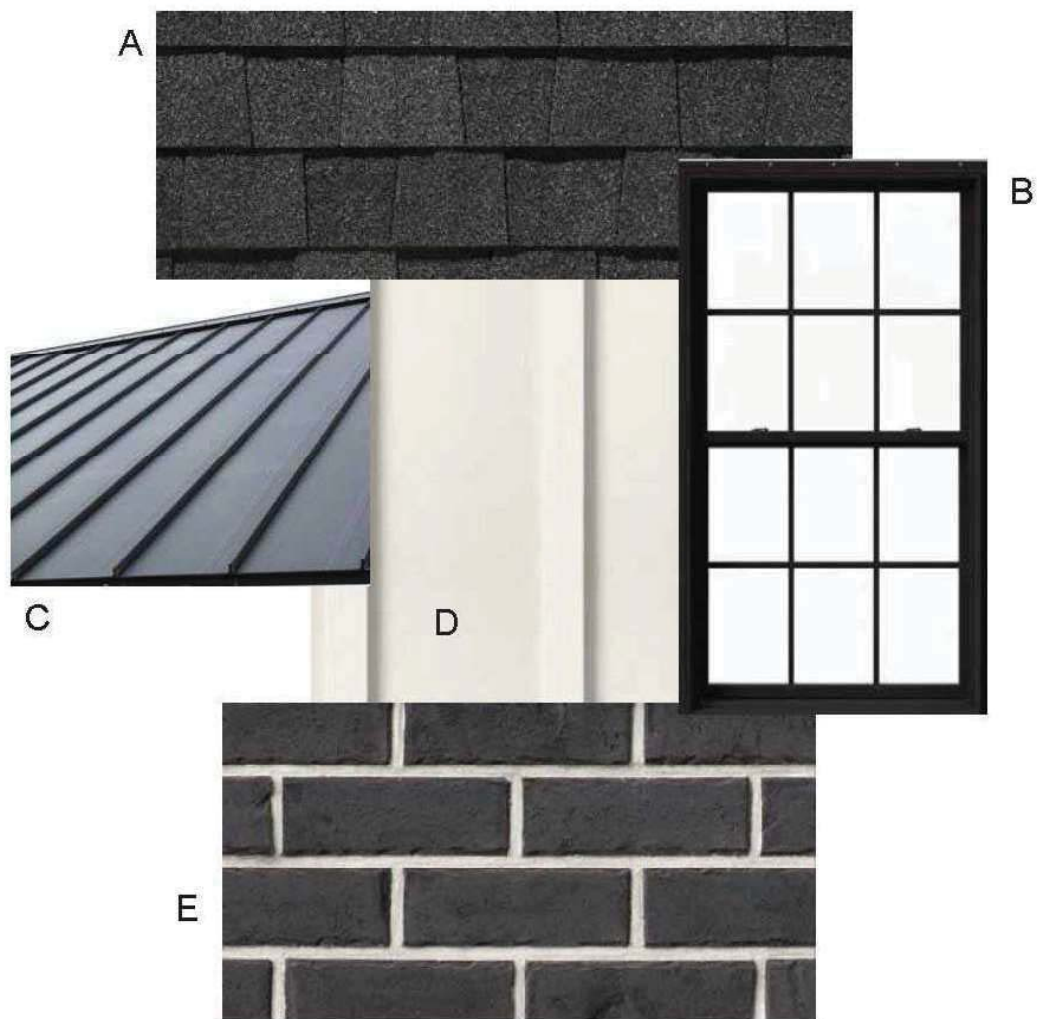


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SECTION 5: MATERIAL LIST & PICTURES

HOMESTEAD MATERIALS



- A - Pewter Dimensional Shingles
- B - Black Framed Windows and Doors
- C - Black Metal Awnings & Roofs
- D - Hardie Plank Horizontal & Vertical Siding
- E - Black Lake Brick



2430 Rochester Court, Suite 100
Troy, MI 48083

844.813.2949
peagroup.com

SECTION 6: CONDITIONAL RE-ZONE LETTERS A & B:

PEA Project No: 2021-0451

Mr. Brent Savidant
Community Development Director
City of Troy Planning Department
500 W. Big Beaver
Troy, MI 48084

**RE: Conditional Rezoning Application
Parcel # 20-22-301-007, -008, -009
Livernois Road, north of Big Beaver Road
City of Troy, Oakland County, Michigan**

Dear Mr. Savidant:

On behalf of Tableau by Mondrian, we respectfully request a change in the zoning for Parcels # 20-22-301-007, -008, -009.

Pursuant to the provisions of the Michigan Zoning Enabling Act, P.A. 110 of 2006, as amended, and pursuant to all applicable provisions of law, we are requesting the Zoning Map of the City of Troy be amended to conditionally rezone Parcel Numbers 20-22-301-007, -008, -009, from R-1E One Family Residential District to RT One Family Attached Residential District, in order to construct six attached single-family dwelling buildings for a total of 30-units.

Location & Existing Conditions:

The property is located on the east side of Livernois Road just north of the Big Beaver Road intersection. The parcel is 9.54 acres in size and currently has one house on the north property. Surrounding uses include single-family dwellings to the south and east. To the north is a PUD development (senior living). To the west is the City of Troy Community Center. The Lane Drain runs along the southerly property line. The site is largely encompassed with floodplain and there is also an area of wetlands in the northwest corner of the site.

Existing Zoning & Future Land Use:

The site is currently zoned R-1E (One Family Residential District). (***See Exhibit A***). According to the Master Plan of 2008 and as Amended in 2016, The Future Land Use for the subject parcel is Single Family Residential, Social Neighborhood.



Proposed Use & Site Plan:

Under the proposed rezoning (**see Exhibit B**), the site would be zoned RT One Family Attached Residential District. The proposed condos will be for lease and with an option to purchase. The floodplain area would be amended thru the LOMR process. Detention would outlet to the Lane Drain. The proposed development (**see Site Plan Sheets: Cover Sheet, P-1.1 Topographic Survey - West, P-1.2 Topographic Survey - East, P-2.0 Preliminary Site Plan, P-3.0 Preliminary Grading Plan, P-4.0 Preliminary Utility Plan, L-1 Landscape Planting Plan, L-2 Landscape Details, T-1.0 Tree Preservation Plan-West, T-1.1 Tree Preservation Plan-East, T-1.2 Tree Preservation List, T-1.3 Tree Preservation List, T-1.4 Tree Preservation List**), shall be limited to six (6-) total buildings and thirty (30) total units. There are two building types proposed: ranch style and single level living. Each unit will be 1,317 to 1,840 square feet and each will include an attached 1 or 2-car garage. The building materials shall consist of a mix of brick, asphalt shingles, plank siding, with variety of color palates and durable low-maintenance materials.

Voluntary Conditions:

Under Section 405 of the Zoning Enabling Act (MCL 125.3405), the petitioner voluntarily offers uses and restrictions of the property as a condition to rezoning the land. The following conditions are provided voluntarily as conditions of rezoning approval:

1. The Site Plan is a condition of approval;
2. Conform to RT Zoning;
3. Development shall be limited to a maximum of 6-buildings with 30 total units;
4. Maximum Building Height shall not exceed 2 stories or 30' in height;
5. Maximum % of Lot Area Covered by Buildings will be thirty percent (30%);
6. Building Materials shall be a mix of brick, asphalt shingles, plank siding, with variety of color palates and durable, low-maintenance materials;
7. Each Unit shall have a minimum of a one-car garage on the first level of each unit;
8. Additional Features & Amenities:
 - a. Community Park & Gathering Area;
 - b. Walking Trails Internal & External Sidewalks;
 - c. Ability to Connect to Troy Trails;
 - d. Exercise & Fitness Stations;
 - e. Butterfly Gardens;
 - f. Park Benches;
 - g. Livernois Frontage Landscape & Decorative Stone Walls;
 - h. Landscape Boundary Buffer Plantings & Preservation of Natural Features;
9. Significant Tree Plantings & Re-forestation;
10. No exterior refuse containers shall be used. Individual waste and recycling containers shall be stored in each unit's garage and placed at the curb on collection days in accordance with City ordinances;
11. Minor modifications to the site plan shall be reviewed, and if appropriate, administratively approved by the Community Development Director (Any such minor changes are those that in the City's discretion would not adversely or substantially affect the conditions of the re-zoning or the site plan).

Re-zoning Standards:

As set forth in Section 16.03.C, the Planning Commission shall consider the following:

1. *The proposed rezoning is consistent with the Master Plan. If the current zoning is in the material conflict with the Master Plan, such conflict is does to one of the following:*

- a. *A change in City policy since the Master Plan was adopted.*
- b. *A change in conditions since the Master Plan was adopted.*
- c. *An error in the Master Plan.*

- The City of Troy Master Plan designates the subject parcel as Single Family Residential, Social Neighborhood.

2. *The proposed re-zoning will not cause nor increase any non-conformity.*

- Re-zoning to RT will not materially alter the view-shed that is currently visible from Livernois Road, so there would be very minimal impact and even that will be remedied through landscaping.

3. *Public services and facilities affected by a proposed development will be capable of accommodating service and facility loads caused by use of the development.*

- The proposed number of multiple-family dwelling units is compatible with surrounding uses and zoning in terms of: Environment; Density; Traffic volumes; Aesthetics; Infrastructure; and Potential influence on property values.
- All public utilities are available at the property and sized to accommodate the develop.
- Livernois Road is capable of safely and efficiently accommodating expected traffic volumes generated by the proposed number of multiple-family dwelling units.

4. *The re-zoning will not impact public health, safety, or welfare.*

- The capacity of public utilities and services is sufficient to accommodate the proposed number of multiple-family dwelling units without compromising the city's health, safety, and welfare.

5. *The rezoning will ensure compatibility with adjacent uses of land.*

- Rezoning to RT is constant with the Future Land Use Map in terms of being a Social Neighborhood.
- The proposed number of multiple-family dwelling units is consistent with the characteristics of surrounding buildings and uses.
- The Condominium development will provide a transition between the Senior Living Development and the Single-Family District.

Re-zoning Standards/Reasons of Recommendation:

- A. The site's physical and other environmental features are compatible with the proposed number of multiple-family dwelling units.
- B. The proposed number of multiple-family dwelling units is compatible with surrounding uses and zoning in terms of the environment, density, traffic volumes, aesthetics, infrastructure, and potential influence on property values.
- C. The street system is capable of safely and efficiently accommodating expected traffic volumes generated by the proposed number of multiple-family dwelling units.
- D. The capacity of public utilities and services is sufficient to accommodate the proposed number of multiple-family dwelling units without compromising the city's health, safety, and welfare.
- E. There is an apparent demand in the City for this type of multiple-family dwelling units in relation to the amount of land in the city currently zoned and available to accommodate the demand.
- F. The rezoning of the property does not unreasonably impact the adjacent properties.

The proposed re-zoning will allow the site to be developed in a manner consistent with the City of Troy's Master Plan and maintain the intended open space buffer between proposed condominium and the existing single-family homes.

Thank you for your consideration,

PEA Group, Inc.

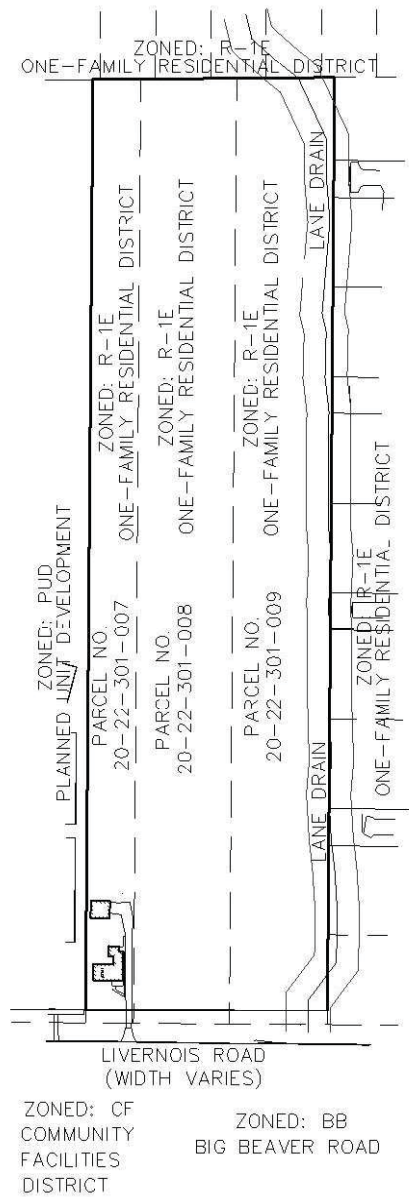
John B. Thompson, PE
Senior Project Manager

Cc: Joe Maniaci, Tableau by Mondrian

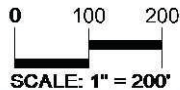
Attachment: Application

Exhibit A – Existing Zoning
Exhibit B – Proposed Zoning
Exhibit C – Site Plan

EXHIBIT A
EXISTING ZONING



MONDRIAN PROPERTIES
50215 SCHOENHERR
SHELBY TOWNSHIP, MI 48315

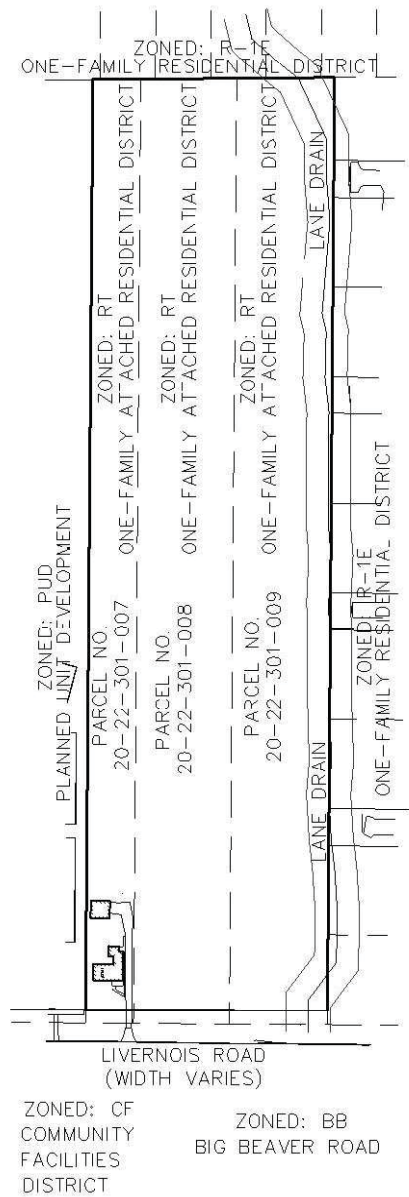


HOMESTEAD
3364 LIVERNOIS ROAD
CITY OF TROY, CLINTON COUNTY, MICHIGAN
SHEET 1 OF 1
MARCH 25, 2022
2021-0451

PEA GROUP
t 844.813.2848
www.peagroup.com

S:\PROJECTS\2021\2021-0451 HOMESTEAD\DWG\CONDITIONAL REZONE\EX-A-EX ZONING-210451.dwg; T:\K

EXHIBIT B
PROPOSED ZONING



MONDRIAN PROPERTIES
50215 SCHOENHERR
SHELBY TOWNSHIP, MI 48315

0 100 200
SCALE: 1" = 200'



HOMESTEAD
3364 LIVERNOIS ROAD
CITY OF TROY, CLINTON COUNTY, MICHIGAN

SHEET 1 OF 1
MARCH 25, 2022
2021-0451

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GROUP

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S:\PROJECTS\2021\2021-0451 HOMESTEAD\DWG\CONDITIONAL REZONE\EX B-PR ZONING-210451.dwg; TMK

SECTION 7: PDF OF SITE PLAN FOR SUBMIT:
PRELIMINARY SITE PLANS

HOMESTEAD
3364 LIVERNOIS ROAD
CITY OF TROY, OAKLAND COUNTY, MICHIGAN



PERMIT / APPROVAL SUMMARY		
DATE SUBMITTED	DATE APPROVED	PERMIT / APPROVAL



INDEX OF DRAWINGS	
NUMBER	TITLE
	COVER SHEET
P-1.1	TOPOGRAPHIC SURVEY-WEST
P-1.2	TOPOGRAPHIC SURVEY-EAST
P-2.0	PRELIMINARY SITE PLAN
P-3.0	PRELIMINARY GRADING PLAN
P-4.0	PRELIMINARY UTILITY PLAN
P-5.0	PRELIMINARY PATHWAY PLAN
L-1	LANDSCAPE PLANTING PLAN
L-2	LANDSCAPE DETAILS
T-1.0	TREE PRESERVATION PLAN - WEST
T-1.1	TREE PRESERVATION PLAN - EAST
T-1.2	TREE PRESERVATION LIST
T-1.3	TREE PRESERVATION LIST
T-1.4	TREE PRESERVATION LIST

DESIGN TEAM

OWNER/APPLICANT/DEVELOPER	CIVIL ENGINEER
TABLEAU BY MONDRIAN 52015 SCHENKHEER SHELBY TWP., MI 48315 CONTACT: JOE MANIACI PHONE: 888.726.7350 EMAIL: JMANIACI@MONDRIANPROPERTIES.COM	PEA GROUP 2430 ROCHESTER COURT, STE. 100 TROY, MI 48063-1872 CONTACT: JOHN B. THOMPSON, PE PHONE: 844.813.2949 EMAIL: JTHOMPSON@PEAGROUP.COM
ARCHITECT	LANDSCAPE ARCHITECT
MARTINI SAMARTINO DESIGN GROUP 920 E. LONG LAKE ROAD, SUITE 200 TROY, MI 48065 CONTACT: PAUL SAMARTINO PHONE: 248.524.0445 EMAIL: PSAMARTINO@HOTMAIL.COM	PEA GROUP 45 W. GRAND RIVER AVE., STE. 501 DETROIT, MI 48226 CONTACT: KIMBERLY DIETZEL, RLA PHONE: 844.813.2949 EMAIL: KD@DIETZEL@PEAGROUP.COM
	LANDSCAPE ARCHITECT
	J EPPINK PARTNERS, INC. 9336 SASHABAW ROAD CLARKSTON, MI 48348 CONTACT: JIM EPPINK PHONE: 248.922.0789 EMAIL: JIM@JEPPINK.COM




REVISIONS	
DESCRIPTION	DATE
ORIGINAL ISSUE DATE	5/15/2022
PER PC MEETING	6/11/2022
PER PLANNING COMMENTS	8/23/2022






FLOODPLAIN:
(Per Flood Insurance Rate Map Number 281250054F.
Effective Date September 26, 2008)


SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD:
The 1% annual chance flood (100 year flood), area known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Flood Hazard Area is the area that is subject to the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AD, AH, A99, V, and VE. The base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

 **ZONE AE – Base Flood Elevation determinations.**

FLOODWAY AREAS IN ZONE AE:
The Floodway is the stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood height.

 **OTHER FLOOD AREAS**

ZONE X – Area of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot and with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

 **OTHER AREAS**

ZONE X – Area to be determined outside of the 0.2% annual chance floodplain.

REFERENCE DRAWINGS	
SEWAGE SEWER	"TOPOGRAPHIC SURVEY", PEA PROJECT #15-141
STORM SEWER	"TOPOGRAPHIC SURVEY", PEA PROJECT #15-141
FLOOD PLAIN	PS&A F.I.M. MAP NUMBER 20120203-4, DATED 02/20/12



MATCHLINE -
SEE SHEET 1

MATCHLINE -
SEE SHEET 2

FLOODPLAIN:
(Per Flood Insurance Rate Map Number 26125C0534F,
effective Date September 29, 2006)

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD
The 1% annual chance flood (100 year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, X, A99, V and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE AE - Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X - Area of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE Y - Area to be determined outside of the 0.2% annual chance floodplain.

SITE DATA:

LOCATION OF PROJECT:

EAST SIDE OF LIVERNOIS ROAD, NORTH OF BIG BEAVER ROAD

SIZE OF PROPERTY: 9.54 ACRES

PROPOSED USE OF PROPERTY: THIRTY (30) ATTACHED, SINGLE FAMILY HOMES

CURRENT ZONING: R-1E, ONE-FAMILY RESIDENTIAL DISTRICT

PROPOSED: RT, ONE-FAMILY ATTACHED RESIDENTIAL DISTRICT, CONDITIONAL REZONE

DENSITY:

REQUIRED: 8 UNITS PER ACRE

PROVIDED: 5 UNITS PER ACRE

SURROUNDING PROPERTY DETAILS:

DIRECTION: NORTH

SOILS: PLAIN, PLANNED UNIT DEVELOPMENT

EAST: R-1E, ONE-FAMILY RESIDENTIAL DISTRICT

WEST: R-1E, ONE-FAMILY RESIDENTIAL DISTRICT

USE: SENIOR LIVING

USE: SINGLE-FAMILY HOMES

USE: SINGLE-FAMILY HOMES

USE: TRISTY COMMUNITY CENTER

USE: PARK

REQUIRED AND PROVIDED LOT DIMENSIONS:

FRONT: REQUIRED: 25 FOOT SETBACK+
PROVIDED: 25 FOOT SETBACK

REAR: REQUIRED: 35 FOOT SETBACK
PROVIDED: 35 FOOT SETBACK

SIDES: REQUIRED: 5 FOOT MIN. (ONE),
15 FOOT TOTAL
PROVIDED: 22 FOOT TOTAL

MAXIMUM HEIGHT: REQUIRED: 30 FEET, 2.5 STORY
PROVIDED: 30 FEET, 2.5 STORY

LOT WIDTH: REQUIRED: 60 FEET
PROVIDED: N/A

PROJECT AND SITE DESCRIPTION:

PROPOSED CONSTRUCTION OF A 30-UNIT SINGLE FAMILY ATTACHED SITE, CONDOMINIUM PROJECT ON THE EAST SIDE OF LIVERNOIS ROAD, NORTH OF BIG BEAVER ROAD. ACCESS TO ALL UNITS WILL BE VIA CONNECTION TO LIVERNOIS ROAD. THE PROPOSED RESIDENTIAL USE IS PERMITTED BY-RIGHT IN THE R-1E DISTRICT. THE SITE IS CURRENTLY PRIVATE RESIDENCES AND UNDEVELOPED LAND.

SITE ARRANGEMENT:

THE PROPOSED SITE CONDOMINIUM CONSISTS OF 30-UNITS WITH A UNIT SIZE OF 1,317 TO 1,840 SQUARE FEET. ALL UNITS FRONT ON A NEW PRIVATE STREET. THE PROPOSED UNITS ALLOW FOR ADEQUATE SETBACKS AND ROOM SUFFICIENT SPACE FOR THE HOMES AND PORCHES AND CORSES FOR EACH UNIT ACCORDING TO RT STANDARDS.

NATURAL RESOURCES:

THE SITE CURRENTLY IS LARGELY COVERED IN FLOODPLAIN AND TREES. WETLANDS ARE ALSO PRESENT IN THE NE PORTION OF THE SITE.

FLOODPLAIN:

THE PROPERTY IS LOCATED WITHIN THE FLOOD HAZARD AREA INDICATED BY FLOOD INSURANCE RATE NUMBER 26125C0534F DATED SEPTEMBER 29, 2006.

ACCESS AND CIRCULATION:

VEHICULAR ACCESS AND CIRCULATION: VEHICULAR ACCESS TO ALL UNITS WILL BE VIA A NEW STREET LOCATED OFF LIVERNOIS ROAD. THE NEW ROADWAY WILL HAVE A FORTY (40) FOOT WIDE PRIVATE EASEMENT.

PEDESTRIAN ACCESS AND CIRCULATION:

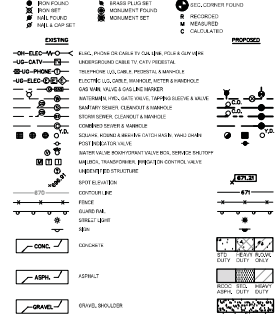
A 5-FOOT WIDE SIDEWALK IS PROVIDED AT BOTH SIDES OF THE NEW ROADWAY.

UTILITIES:

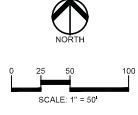
UTILITIES ARE PLACED WITHIN EASEMENTS APPROVED AS TO SIZE AND LOCATION BY THE CITY ENGINEER.

ALL SITES ARE SERVED BY PUBLIC WATER, SANITARY SEWER, STORM WATER AND DETENTION/RETENTION SYSTEMS CONSTRUCTED TO CITY STANDARDS. AT THE EXPENSE OF THE DEVELOPER, EASEMENTS OVER THESE SYSTEMS SHALL BE CONVEYED AND RECORDED BEFORE OCCUPANCY PERMITS ARE ISSUED FOR DWELLING UNITS.

LEGEND



PEA GROUP
t: 844.813.2949
www.peagroup.com



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CLIENT
Tableau
50215 BOCHENHEIMER
DUBLIN, OHIO 43015

PROJECT TITLE
HOMESTEAD
3364 LIVERNOIS ROAD
TRISTY, ILLINOIS

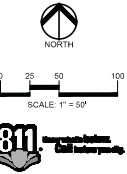
REVISIONS
REV. NO. DATE BY
1 05/18/2022 JBT
2 05/18/2022 JBT
3 05/18/2022 JBT

ORIGINAL ISSUE DATE:
MAY 18, 2022

DRAWING TITLE
**PRELIMINARY
SITE PLAN**

PEA JOB NO. 2021-0451
P.N. JBT
D.N. KMM
DES. DES.
DRAWING NUMBER: DSK

NOT FOR CONSTRUCTION P-2.0

[illegible]

CAUTION!!
IT IS DANGEROUS AND FATAL TO BE IN THE UNDERGROUND
OR AS SHOWN ON THE DRAWINGS. ONLY
PROFESSIONAL PERSONNEL SHOULD BE USED TO
INSTALL, MAINTAIN, OR REMOVE THE SYSTEM.
THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR
THE SAFETY OF THE SYSTEM AND THE SAFETY OF
THE SITE OF THE CONSTRUCTION.

CLIENT

 Tableau
CORPORATION 350 RICHMOND ST
SUITE 1400 SAN FRANCISCO, CA 94104

1215 SCHOENHERR
HELMY TOWNSEND, M 48315

PROJECT TITLE

HOMESTEAD

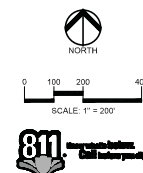
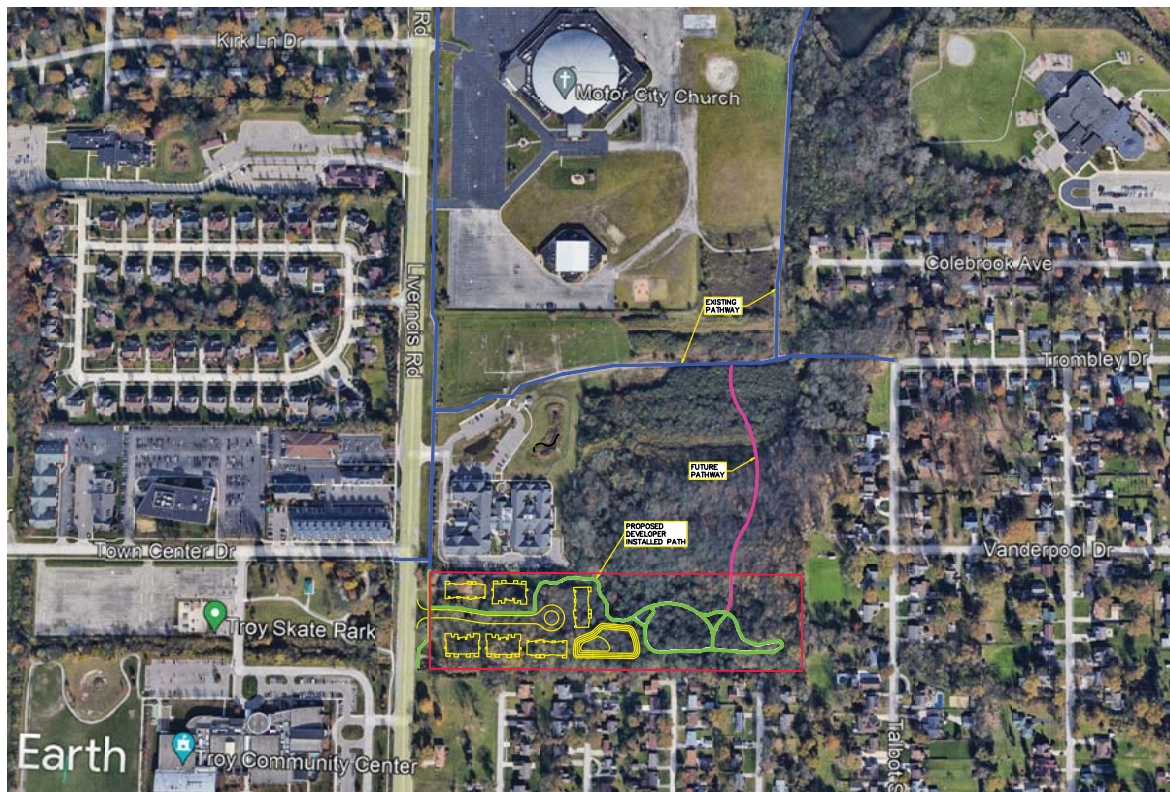
654 L'HERNOIS ROAD
ROY, MICHIGAN

[illegible]

ORIGINAL ISSUE DATE:
MAY 18, 2022

DRAWING TITLE
**PRELIMINARY
UTILITY PLAN**

EA JOB NO.	2021-0451
M.	JBT
N.	KMB
ES,	DSK
DRAWING NUMBER:	



CAUTION!
This drawing is for informational purposes only. It is not to be used for construction. The user assumes all liability for any use of this drawing. The user agrees to hold PEA Group harmless from and against all claims, damages, costs, and expenses, including reasonable attorneys' fees, arising from any use of this drawing.

CLIENT
Tableau
50215 SCHOENHEIMER
DREARY TOWNSHIP, MI 48015

PROJECT TITLE
HOMESTEAD
3364 E. KIRKWOOD ROAD
TROY, MI 48064

REVISIONS		
PER PC MEETING 07/26/22	8/11/22	
PER PLANNING COMMENTS	9/23/22	

ORIGINAL ISSUE DATE:
MAY 18, 2022

DRAWING TITLE
**PRELIMINARY
PATHWAY PLAN**

PEA JOB NO.	2021-0451
P.M.	JBT
D.N.	KMB
D.S.	DSK

DRAWING NUMBER

NOT FOR CONSTRUCTION **P-5.0**

Per City of Troy Zoning Ordinance R-1C

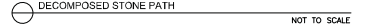
Per Article 19 Title 13.02-4 Landscape Screening Alternatives:
South Property Line Between Land Uses
Existing vegetation within is located in the property to be used and type requirements in the various screening alternatives may be located toward meeting screening requirements.

Alternative 2: 2 choices, 1 tree per 15 linear feet
Required: 1.27' L'F' 10' x 123 trees
Provided: 68 Trees @ 7' Tree 20' LF with existing vegetation required

Tree Replacement (RT symbol on map) = Replacement Trees
Required: (37) 3" Cal. Deciduous Trees
Provided: (36) 3" Cal. Deciduous Trees

Per Article 19 Title 13.02-6 Greenbelt Standards Landscaping
The greenbelt shall be landscaped with one of the following:
Birch (30) deciduous tree, or fraction thereof, of frontage abutting a public road right-of-way.
Deciduous trees within a greenbelt shall be a minimum caliper of six (6) and a half (2 1/2) inches in diameter and minimum trees shall be a minimum of five (5) to six (6) feet in height.
Street Tree Length = 528' LF
Required: (11) Trees
Provided: (6) 3" Cal. Deciduous Trees
(4) Evergreen Trees

Per Article 19 Title 13.02-7 Subdivision and Site Condominium Landscaping
The frontage of the subdivision shall be landscaped with the equivalent of one (1) tree for every fifty (50) feet, or fraction thereof.
Street Tree Length = 983' LF
Required: (20) 3" Cal. Deciduous Trees
Provided: (20) 3" Cal. Deciduous Trees



NOT TO SCALE



NOT TO SCALE

[illegible]


QTY.	DESCRIPTION	SIZE / ROOT	QTY.	DESCRIPTION	SIZE / ROOT
20	Picea glauca White Spruce	8', BAB	32	Impatiens cylindrica 'Red Baron' Japanese Blood Grass 'Red Baron', 2 gal.	Container
30	Pinus strobus White Pine	8', BAB	2	Hydrangea repens Rose of Sharon, 5 gal.	Container
27	Picea alata Norway Spruce	8', BAB	10	Viburnum carlesii Bourain Spice Viburnum, 5 gal.	Container
14	Mallus argentea Sargent Crab	3" cal., BAB	10	Buddleia davidii Butterfly bush, 5 gal.	Container
9	Pinus caleyana Chesapeake Silver Pear	3" cal., BAB	4	Pennisetum 1 gal.	Container
7	Acer rubrum 'Autumn Blaze' Autumn Blaze Maple	3" cal., BAB	7	Taxus densata Evergreen Yew, 30x36"	BAB
6	Platanus occidentalis London Plain Tree	3" cal., BAB			
1	Fagus sylvatica 'Purpurea Tricolor' Deep Purple Variegated Beech	3" cal., BAB			
23	Betula nigra River Birch	3" cal., BAB			
6	Mullein sp. 'Parlatore' Prairie Flowering Ceanothus	3" cal., BAB			
14	Tilia cordata Little-leaf Linden	3" cal., BAB			
6	Platanus occidentalis Sycamore	3" cal., BAB			
14	Ginkgo biloba Ginkgo	3" cal., BAB			
8	Cornus florida Flowering Dogwood	3" cal., BAB			
4	Astragalus arborescens Downy Sandcherry	3" cal., BAB			
9	Cornus alba 'Sibirica' Red Twig Dogwood	BAB			
30	Juniperus chinensis var. sargentii Sargent Juniper	BAB			
12	Callagrostis x acutiflora 'Karl Foerster' Karl Foerster Reed Grass, 2 gal.	Container			
18	Hydrangea quercifolia Oakleaf Hydrangea, 5 gal.	Container			
14	Tilia occidentalis 'Yellow Ribbon' Yellow Ribbon Arbutus	BAB			

The landscape site plan for the 3300 block of Troy Street shows a residential development with several building footprints, parking areas, and a central retention pond. The plan is heavily annotated with landscaping details, including numerous tree and shrub species and their quantities. Key features include:

- Streets:** Farmland Ct (40' WDE - PRIVATE), Troy Street (50' WDE - PUBLIC), Frankton Drive (50' WDE - PUBLIC), and a future city path.
- Landscaping:** Extensive use of Norway Spruce, White Pine, Serviceberry, Little Leaf Linden, River Birch, and various flowering shrubs like Dogwood and Crataegus. Specific planting areas include Butterfly Gardens, Community Parks, and Entrance Stations.
- Structures and Features:** Building foundations, a pergola, a bench, a dogwood, a flowering dogwood, a river birch, a retention pond, and a railroad area.
- Notes:** "Landscape Screening Shall be Provided along Eastern Boundary Line with a Combination of New Landscape Plantings and Existing Vegetation to Remain" and "Landscape Screening Shall be Provided along Southern Boundary Line with a Combination of New Landscape Plantings and Existing Vegetation to Remain".
- Orientation:** A north arrow is located in the bottom right corner.

$$1'' = 40$$

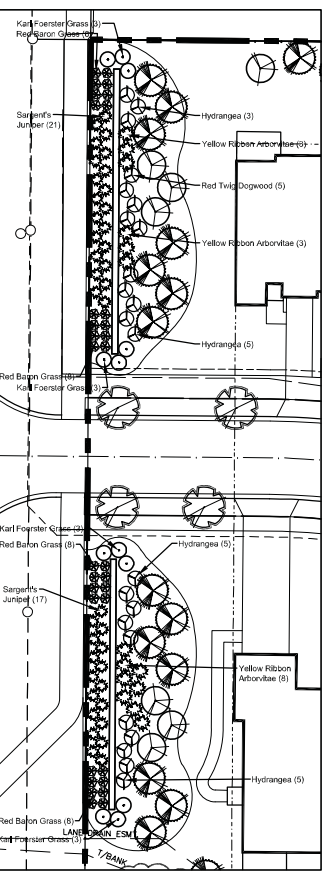

Project:
HOMESTEAD
3364 LIVERNOIS ROAD
TROY, MICHIGAN

Owner:
 **Tableau**
by HOENHERR
50215 SCHOENHERR
SHELBY TOWNSHIP, MI 48315

[illegible]

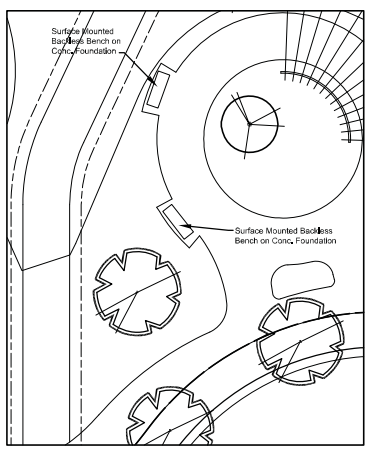
ENTRY LANDSCAPE ENLARGEMENT

1" = 20'



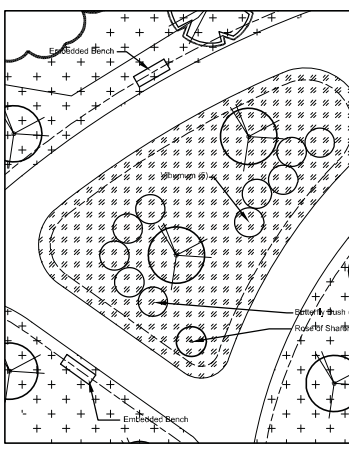
CONVERSATION CIRCLE ENLARGEMENT

1" = 10'



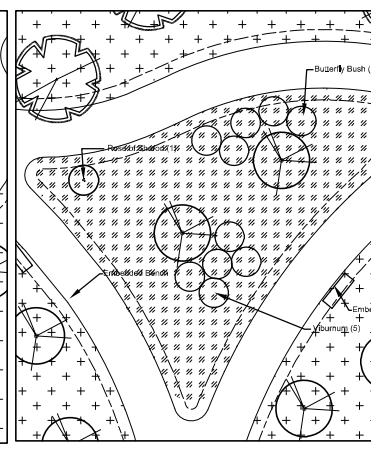
BUTTERFLY GARDEN ENLARGEMENT 1

1" = 10'



BUTTERFLY GARDEN ENLARGEMENT 2

1" = 10'



TRADITIONAL CLUSTER MAILBOX UNIT - BLACK FINISH
Manufacturer: Brandon Industries
Ph: (972) 542-3000
Email: info@brandonindustries.com
OR APPROVED EQUAL

FITNESS STATION EQUIPMENT

1 Arm / Fast Wheel Combo
Specifications: 17" x 17" x 17" (55" x 55" x 55")
Arm Material: Steel
Fast Wheel: 17" x 17" x 17" (55" x 55" x 55")
Training: This unit can be used for training, but it is not recommended for use by people with back problems.

2 Sit-up Bench
Specifications: 17" x 17" x 17" (55" x 55" x 55")
Bench Material: Steel
Training: This unit can be used for sit-up training, but it is not recommended for use by people with back problems.

3 Push-up / Dip Station
Specifications: 17" x 17" x 17" (55" x 55" x 55")
Push-up Station: Steel
Dip Station: Steel
Training: This unit can be used for push-up and dip training, but it is not recommended for use by people with back problems.

4 2 Person Leg Press
Specifications: 17" x 17" x 17" (55" x 55" x 55")
Leg Press: Steel
Training: This unit can be used for leg press training, but it is not recommended for use by people with back problems.

5 Double Pull-up Bars
Specifications: 17" x 17" x 17" (55" x 55" x 55")
Pull-up Bars: Steel
Training: This unit can be used for pull-up training, but it is not recommended for use by people with back problems.

6 Chest Press / Lat Pull Combo
Specifications: 17" x 17" x 17" (55" x 55" x 55")
Chest Press: Steel
Lat Pull: Steel
Training: This unit can be used for chest press and lat pull training, but it is not recommended for use by people with back problems.

VICTOR STANLEY, INC.
Manufacturing Division of The Stanley Group

VICTOR STANLEY FMBF-214 BACKLESS BENCH @ CONVERSATION CIRCLE
NOT TO SCALE

VICTOR STANLEY FS-50 BENCH @ BUTTERFLY GARDENS
NOT TO SCALE

DECIDUOUS TREE PLANTING, TYP.
NOT TO SCALE

DO NOT PRUNE TERMINAL LEADER OR BRANCH TIPS
PRUNE DEAD OR BROKEN BRANCHES ONLY
REMOVE NURSERY APPLIED TREE WRAP, TAPE OR STRING FROM TREE TRUNK AND CROWN. REMOVE ANY TAGS OR LABELS.
STAKE WITH 2X2" HARDWOOD STAKES OR APPROVED EQUIV. DRIVEN 6-8" OUTSIDE OF ROOTBALL.
LOOSELY STAKE TREE TRUNK TO ALLOW FOR TRUNK FLEXING.
STAKE TREES JUST BELOW FIRST BRANCH WITH 2-3" WIDE BELT-LIKE, NYLON, PLASTIC STRAPS, OR WIRE (2 PER TREE ON OPPOSITE SIDES OF TREE, CONNECT FROM TREE TO STAKE HORIZONTALLY). DO NOT USE ROPE OR WIRE THROUGH A HOSE.
REMOVE ALL STAKING MATERIALS AFTER ONE YEAR
PRUNE SUCKERS OFF
SET ROOTBALL LEVEL TO GRADE OR SLIGHTLY ABOVE GRADE IF IN CLAY SOIL.
MULCH 3" DEEP LEAVING 3" CIRCLE OF BARE SOIL AROUND TRUNK OF TREE
FOLD DOWN OR PULL BACK STRING, BURLAP OR PLASTIC EXPOSING ROOTBALL. REMOVE ALL NON-DEGRADABLE MATERIALS. DO NOT REMOVE SOIL FROM ROOTBALL.
BREAK UP (SCAFFY) SIDES OF PLANTING HOLE
CENTER ROOTBALL IN PLANTING HOLE. LEAVE BOTTOM OF PLANTING HOLE FIRM. DO NOT AMEND SOIL UNLESS PLANTING IN POOR OR SEVERELY DISTURBED SOIL OR BUILDING RUBBLE. USE WATER TO SETTLE SOIL AND REMOVE AIR POCKETS AND FIRMLY SET TREE. GENTLY TAMP IF NEEDED.

EVERGREEN TREE PLANTING DETAIL, TYP.
NOT TO SCALE

DO NOT PRUNE TERMINAL LEADER OR BRANCH TIPS
PRUNE DEAD OR BROKEN BRANCHES ONLY
REMOVE NURSERY APPLIED TREE WRAP, TAPE OR STRING FROM TREE TRUNK AND CROWN. REMOVE ANY TAGS OR LABELS.
STAKE WITH 2X2" HARDWOOD STAKES OR APPROVED EQUIV. DRIVEN 6-8" OUTSIDE OF ROOTBALL.
LOOSELY STAKE TREE TRUNK TO ALLOW FOR TRUNK FLEXING.
STAKE TREES WITH 2-3" WIDE BELT-LIKE, NYLON, PLASTIC STRAPS, OR WIRE (2 PER TREE ON OPPOSITE SIDES OF TREE, CONNECT FROM TREE TO STAKE HORIZONTALLY). DO NOT USE ROPE OR WIRE THROUGH A HOSE.
REMOVE ALL STAKING MATERIALS AFTER ONE YEAR
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STATE OF MICHIGAN
JEPPIK PARTNERS, INC.
Urban Retail Design
Landscape Architecture
Traditional Town Planning
3304 LIVERMORE ROAD
TROY, MICHIGAN 48068
(248) 222-0700

HOMESTEAD
3304 LIVERMORE ROAD
TROY, MICHIGAN

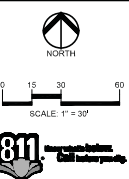
Tableau
50215 SCHODENBERG
SHELBY TOWNSHIP, MI 48315

Landscape Details

Issues / Revisions

No.	Issue / Revision	Date
1	10/26/22	08/11/22
2	10/26/22	08/23/22

Drawn by: JUS
Checked by: JTE
Date: April 18, 2022
Scale: AS NOTED
Sheet: L-2



LENT

 Tableau
powered by hyperintelligence

0215.SCHOENHERR
HELBY TOWNBHP, M 48315

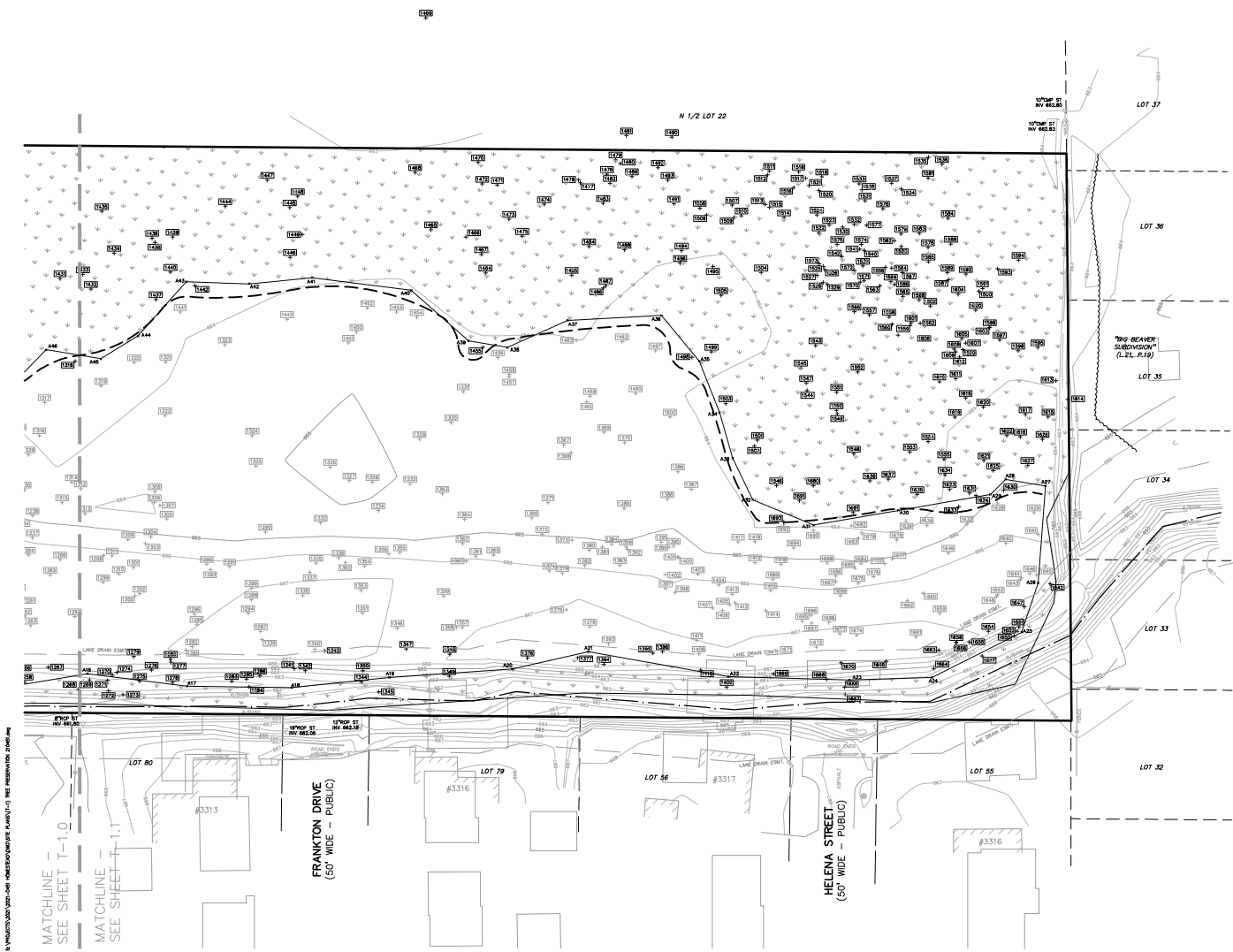
EVICTIONS	
ER PG MEETING 07/26/22	8/11/22
ER PLANNING COMMENTS	8/23/22

ORIGINAL ISSUE DATE:
MAY 18, 2022

RAWING TITLE

EA JOB NO.	2021-0451
M.	JBT
N.	KMB
ES.	DSK
DRAWING NUMBER:	

NOT FOR CONSTRUCTION T-1.0



KEY

- = EXISTING TREE / TAG TO REMAIN
- = EXISTING TREE / TAG TO BE REMOVED
- = TREE PROTECTION FENCE

PEA GROUP
t: 844.813.2949
www.peagroup.com

NORTH

0 15 30 60
SCALE: 1" = 30'

811

CAUTION!
CALL 811 BEFORE ANY EXCAVATION OR DRILLING. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS AND TO PROTECT ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES.

CLIENT

Tableau

50215 SCHOENHEIMER
DREARY TOWNSHIP, MI 48015

PROJECT TITLE

HOMESTEAD
354 E BURNING ROAD
TROY, MI 48064

REVISIONS		
1	PER PLANNING COMMENTS	8/11/22
2	PER PLANNING COMMENTS	9/23/22

ORIGINAL ISSUE DATE
MAY 18, 2022

DRAWING TITLE

**TREE
PRESERVATION
PLAN - EAST**

PEA JOB NO.	2021-0451
P.M.	JBT
D.N.	KMM
DES.	CSK
DRAWING NUMBER	T-1.1

NOT FOR CONSTRUCTION

[illegible]

[illegible]

[illegible]

LANDMARK TREES			
LANDMARK TREES REMOVED:	2	(REPLACE AT 100% OF REMOVED DBH)	
32" DBH x 1 =		32" REPLACEMENT	
LANDMARK TREES SAVED:	0	(CREDIT OF 2X DBH)	
" DBH x 2 =		" CREDIT	
32 x 0 =	0	=	32
113" TOTAL DBH REQUIRED FOR REPLACEMENT			

CONDITIONAL REZONING

5. **PUBLIC HEARING - CONDITIONAL REZONING (CR JPLN2022-001)** – Proposed Homestead Condominiums, East side of Livernois, North of Big Beaver (PIN 88-20-22-301-007, -008, -009), Section 22, From R-1E (One Family Residential District) to RT (One Family Attached Residential District)

Mr. Carlisle reviewed background information on the Conditional Rezoning application for Homestead Condominiums. He addressed the proposed development as relates to existing natural features, floodplain, wetlands, tree cover and the Lane Drain. Mr. Carlisle stated the development would be constructed outside of the wetlands and floodplain.

Mr. Carlisle identified amenities offered by the applicant. He asked the applicant to address guest parking and the community park and trail connection to the existing regional trailways, specifically if the trail would be open to the public, maintenance responsibility and if access easements would be required.

Mr. Carlisle said review of traffic by the City's engineering consultant, OHM, indicated traffic generated by the proposed development would be minimal, adding fewer than 20 vehicle trips during the peak hour. Mr. Carlisle addressed renderings, building materials, elevations and housing types proposed by the applicant.

Mr. Carlisle asked Planning Commission members to take into consideration public comments expressed at the Public Hearing this evening and to consider if the plan meets Conditional Rezoning Standards and Site Plan Design Standards.

Discussion among administration and Planning Commission:

- Building height; measurement, height of typical two-story house.
- Community park trail connection to regional trailways; maintenance, access.
- Landscaping; removal of trees, re-forestation.
- Estimation of 8 to 12 homes could be built on site as currently zoned.
- Contractual obligation of developer to build according to site plan.

Project Architect Jim Eppink introduced the project team seated in the audience and announced a new company branch as *Tableau* of Mondrian Properties.

Mr. Eppink narrated a PowerPoint presentation of the proposed development. Mr. Eppink said the team feels the proposed plan is a transitional use to existing surrounding properties. He compared existing R-1E zoning to the proposed RT zoning as relates to lot size and density. Mr. Eppink addressed the building area of the site, preservation of natural resources, stormwater management and amenities offered. Mr. Eppink said the homeowners' association would maintain the community park and trail in perpetuity and the regional railway system would continue to maintain theirs. He said the trail would be for public use and appropriate signage would be placed to designate the proposed development as private property. He indicated the project team would work with the City to extend the railway system.

Mr. Eppink identified the housing types, architecture and building materials. He indicated only 9 of the 30 homes proposed are on the second floor. Mr. Eppink said the applicant's intent is to lease the independent homes and to market the development as a 50+ community but with no age-restricted covenants. He expressed confidence that there is sufficient parking for both residents and guests.

There was discussion, some comments related to:

- Trailways; commitment to connect and expand trail network, maintenance, potential partnership among collective entities.
- Material and landscaping of trail.
 - Crushed gravel/cinder.
 - Natural feel to landscaping, prairie seed mix, flowers to attract butterflies.
- Stormwater management.
- Building mid-roof height.
 - Ranch - 24 feet.
 - Single living - 24.5 feet; second story living - 25.5 feet.
- Re-forestation plan, landscaping, replacement of trees, species and height.
- Manicured lawns versus natural lawns.
- Neighborhood meeting invitation, attendance.
- Parking options; garage, driveway, street.
- Buffer to neighboring properties.

Ms. Dufrane advised the Board that amenities must be offered by the applicant in a Conditional Rezoning application.

Mr. Savidant announced at last count 30 email messages were received by the Planning Commission on the proposed development. He said the collective messages were emailed to Board members and hard copies of the messages were provided to members prior to the beginning of the meeting.

PUBLIC HEARING OPENED

- James Horne, 3151 Helena; addressed wildlife, flooding, swampy environment.
- Tom Avery, 3349 Talbot; encouraged connection of trail, addressed existing erosion of property, wetland, flooding.
- John Phillips, 3302 Frankton; addressed access for second floor residents, reduction in number of buildings, existing environment and wildlife, liability and perceived disorderly conduct on trail, buffer of residential, flooding.
- Odeta Fecani, 3312 Louis; voiced opposition; addressed concerns with decrease in home value, flooding, environmental impact, downside to lease homes, impact on elementary school enrollment.

PUBLIC HEARING CLOSED

Mr. Savidant addressed the engineering stormwater design process to not negatively impact abutting properties in terms of drainage. He said the design would not exacerbate

any situation but could improve the situation. Mr. Savidant addressed the wildlife environment and preservation of trees and new trees to be planted.

Ms. Dufrane said there are ways to address any disorderly conduct should there be such along the trailways. She clarified the proposed development is a private development with a private access road.

Mr. Buechner said his home is located along a major railway system and he has not experienced any disorderly conduct concerns for the past 25 years.

Mr. Eppink said economics substantiate the request for six buildings in lieu of four. He shared the total count of 90 available parking spaces is a fair and conservative estimation.

Resolution # PC-2022-07-042

Moved by: Tagle

Support by: Krent

RESOLVED, That the Planning Commission hereby recommends to the City Council that the R-1E to RT Conditional Rezoning request, as per Section 16.04 of the City of Troy Zoning Ordinance, located on the east side of Livernois, north of Big Beaver, within Section 22, being approximately 9.5 acres in size, be **GRANTED**, for the following reasons:

1. The request complies with the Master Plan.
2. The rezoning would permit greater flexibility in use and development of the property.
3. The conditions offered by the applicant reasonably protect the adjacent properties.
4. The rezoning would be compatible with surrounding zoning and land use.
5. The site can be adequately served with municipal water and sewer.

BE IT FURTHER RESOLVED, That the Planning Commission recommends the following site plan design considerations:

1. Provide Conditional Rezoning Agreement prior to City Council consideration.

Discussion on the motion on the floor.

Comments related to the connection of the trail to the regional trailways and amenities offered in the Conditional Rezoning Agreement.

Chair Lambert expressed concerns that the plan does not explicitly address adequate protection and screening of adjacent properties, especially for residents on Louis and Troy.

Vote on the motion on the floor.

Yes: Buechner, Faison, Hutson, Krent, Malalahalli, Rahman, Tagle
No: Lambert
Absent: Perakis

MOTION CARRIED

Chair Lambert said his no vote is based on providing adequate screening of adjacent properties.

DATE: July 26, 2022

TO: Planning Commission

FROM: R. Brent Savidant, Community Development Director

SUBJECT: PUBLIC HEARING – CONDITIONAL REZONING (CR JPLN2022-001) – Proposed Homestead Condominiums, East side of Livernois, North of Big Beaver (PIN 88-20-22-301-007, -008, -009), Section 22, From R-1E (One Family Residential District) to RT (One Family Attached Residential District).

The applicant Tableau by Mondrian seeks a conditional rezoning of the subject parcel from R-1E (One Family Residential) to RT (One Family Attached Residential District). The subject site is 9.54 acres in area. The applicant proposes a total of 30 units within 6 buildings.

The applicant is voluntarily offering the following conditions:

1. The Site Plan is a condition of approval;
2. Conform to RT Zoning;
3. Development shall be limited to a maximum of 6-buildings with 30 total units;
4. Maximum Building Height shall not exceed 2 stories or 30' in height;
5. Maximum % of Lot Area Covered by Buildings will be thirty percent (30%);
6. Building Materials shall be a mix of brick, asphalt shingles, plank siding, with variety of color palates and durable, low-maintenance materials;
7. Each Unit shall have a minimum of a one-car garage on the first level of each unit;
8. Additional Features & Amenities:
 - a. Community Park & Gathering Area;
 - b. Walking Trails Internal & External Sidewalks;
 - c. Ability to Connect to Troy Trails;
 - d. Exercise & Fitness Stations;
 - e. Butterfly Gardens;
 - f. Park Benches;
 - g. Livernois Frontage Landscape & Decorative Stone Walls;
 - h. Landscape Boundary Buffer Plantings & Preservation of Natural Features;
9. Significant Tree Plantings & Re-forestation;
10. No exterior refuse containers shall be used. Individual waste and recycling containers shall be stored in each unit's garage and placed at the curb on collection days in accordance with City ordinances;
11. Minor modifications to the site plan shall be reviewed, and if appropriate, administratively approved by the Community Development Director (Any such minor changes are those that in the City's discretion would not adversely or substantially affect the conditions of the re-zoning or the site plan).

The Planning Commission is a recommending body for this application.

The attached report prepared by Carlisle/Wortman Associates, Inc. (CWA), the City's Planning Consultant, summarizes the project. CWA prepared the report with input from various City departments including Planning, Engineering, Public Works and Fire. City Management supports the findings of fact contained in the report and the recommendations included therein.

Attachments:

1. Maps
2. Report prepared by Carlisle/Wortman Associates, Inc.
3. Anticipated Traffic Impacts, Memo prepared by OHM Advisors, dated June 15, 2022.
4. Floodplain memo, prepared by Scott Finlay, Deputy City Engineer.
5. Preliminary Site Plan Packet with supporting documents.

G:\CONDITIONAL REZONING\JPCR2022-001 HOMESTEAD\PC Memo 07 26 2022.docx

POTENTIAL RESOLUTION RECOMMENDING DENIAL

PUBLIC HEARING – CONDITIONAL REZONING (CR JPLN2022-001) – Proposed Homestead Condominiums, East side of Livernois, North of Big Beaver (PIN 88-20-22-301-007, -008, -009), Section 22, From R-1E (One Family Residential District) to RT (One Family Attached Residential District).

Resolution # PC-2022-07-

Moved by:

Seconded by:

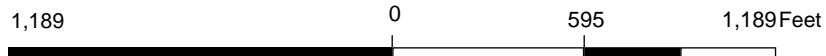
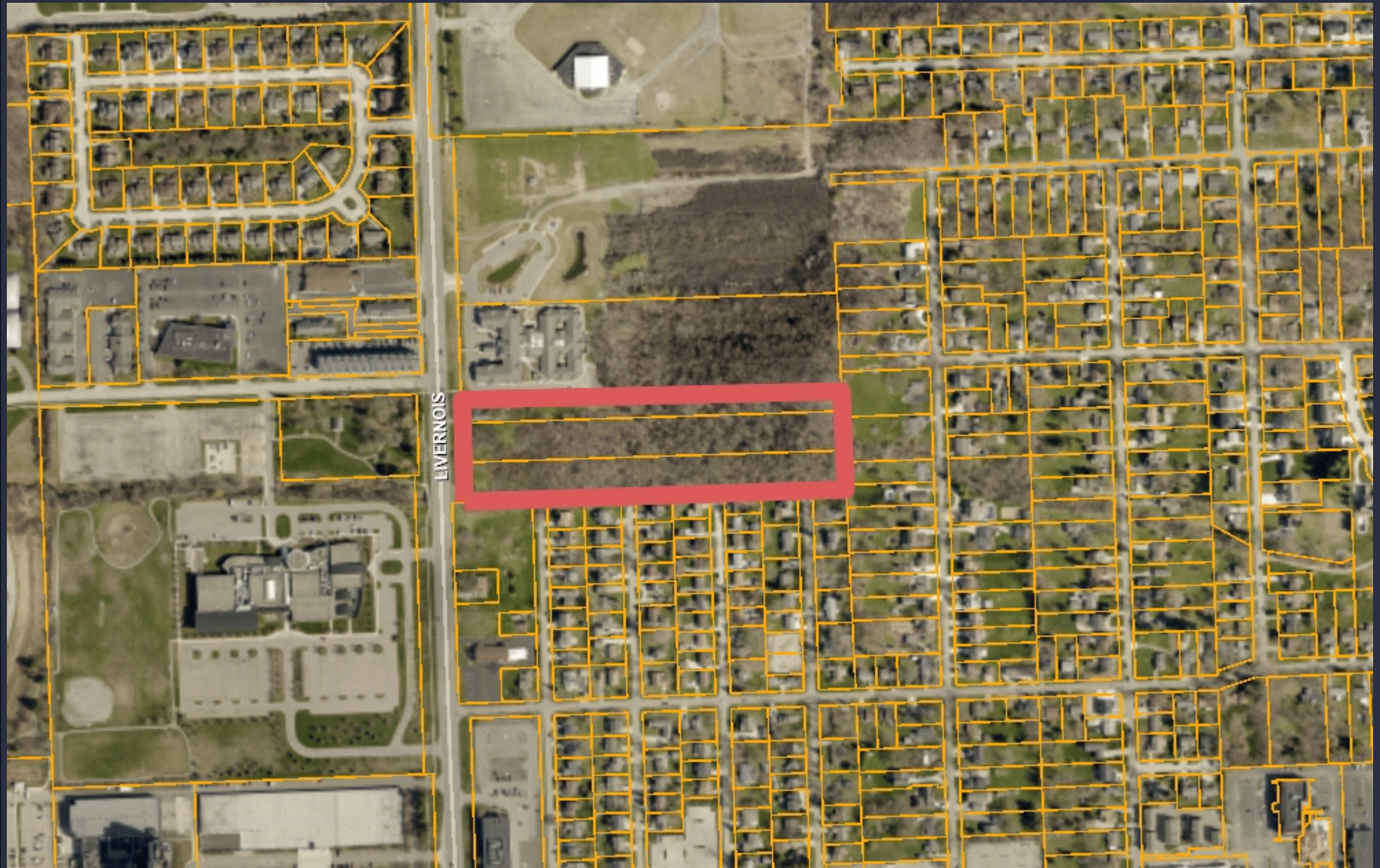
RESOLVED, That the Planning Commission hereby recommends to the City Council that the R-1E to RT conditional rezoning request, as per Section 16.04 of the City of Troy Zoning Ordinance, located on the east side of Livernois, north of Big Beaver, within Section 22, being approximately 9.5 acres in size, be **DENIED** for the following reasons:

1. The request does not comply with the Master Plan.
2. The conditions offered by the applicant do not reasonably protect the adjacent properties.
3. The rezoning would be incompatible with surrounding zoning and land use.

Yes:

No:

MOTION PASSED / FAILED



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.



1,189 0 595 1,189 Feet



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

Date: July 19, 2022

Conditional Rezoning and Site Plan Review For City of Troy, Michigan

Applicant:	Mondrian
Project Name:	Homestead
Plan Date:	May 18, 2022
Location:	West side of Livernois, north of Big Beaver
Zoning:	R1-E, Single Family Residential
Proposed Zoning:	Conditionally rezoned RT, One Family Attached
Action Requested:	Conditional Rezoning and Site Plan Approval

SITE DESCRIPTION

An application has been submitted to conditionally rezone a 9.5-acre site to construct 30-one-family attached units. The 9.5-acre site includes 3 parcels. The site is currently zoned R1-E, which does not permit multiple family residential. The applicant seeks to conditionally rezone the site to RT, One-family attached. One condition proposed by applicant is the site plan. Additional conditions are described below.

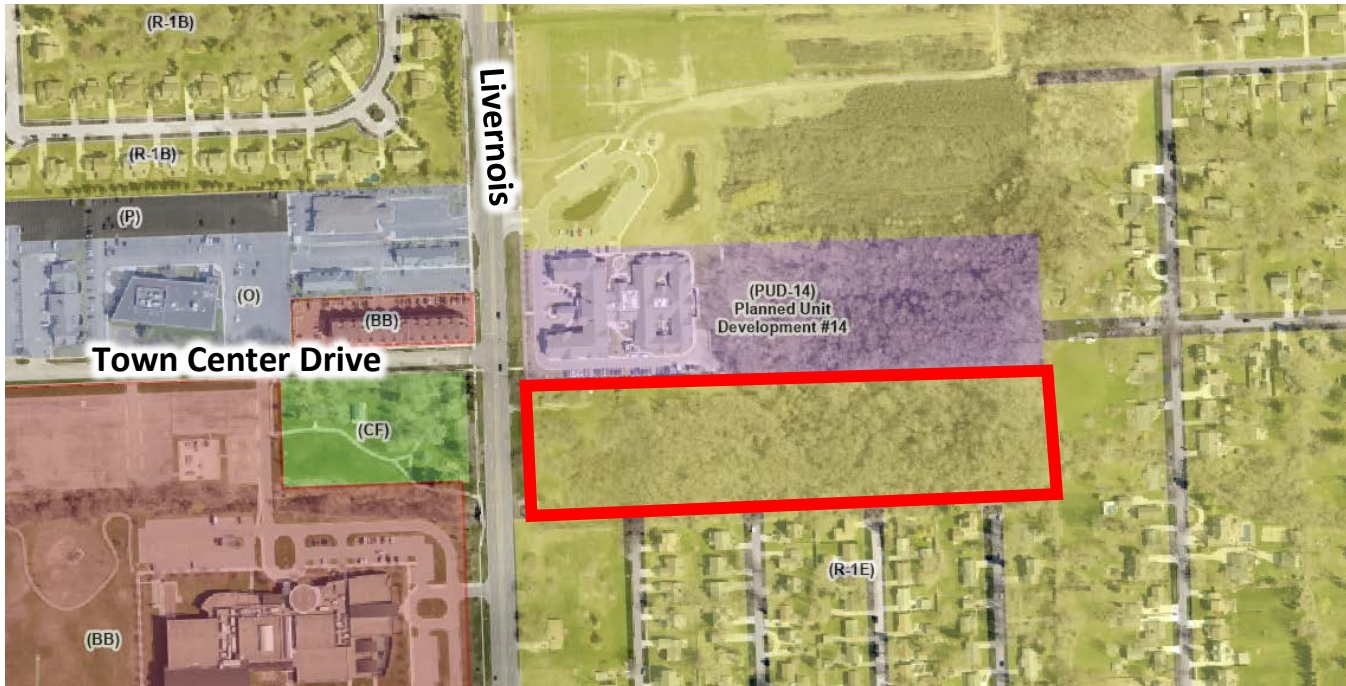
The subject site is located on the east side of Livernois, north of Big Beaver. Access is via a new private road off Livernois. The 30-units will be distributed in six buildings with five units each. Three (3) buildings will be ranch-style & three (3) will be single-level living condo buildings. Ranch-style housing will range from 1,735 to 1,840 sf per unit. Single level condos will range from 1,317 to 1,488 sf per unit.

The site is encumbered with floodplain, wetlands, and tree cover. The applicant proposes to build the homes outside of the floodplain and wetlands. However, within the floodplain, the

applicant proposes detention, community park, butterfly garden, exercise stations, stone paths, and easement to the regional trail system. This will require cut and fill in the floodplain.

Site Location:





Proposed Uses of Subject Parcel:

Thirty (30) multi-family dwelling units.

Current Use of Subject Property:

Single Family Home

Current Zoning:

The property is currently zoned R1-E, One Family Residential.

Surrounding Property Details:

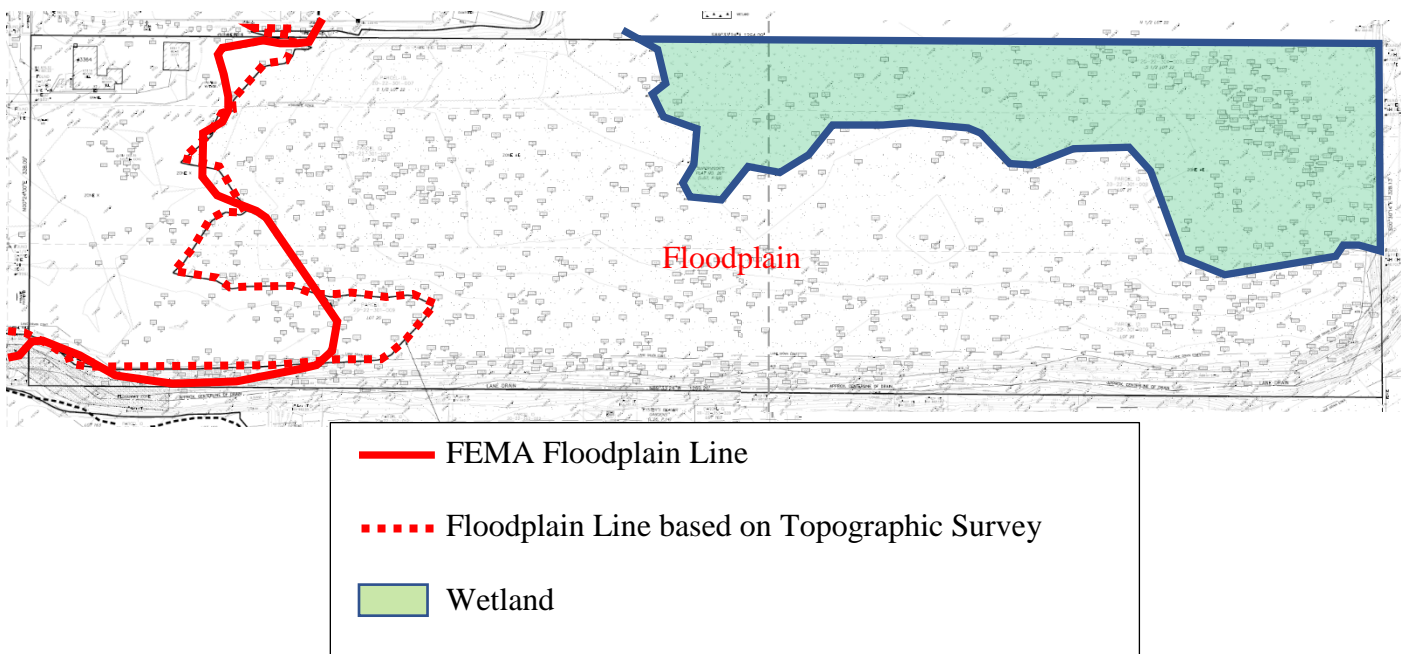
Direction	Zoning	Use
North	PUD	Senior Living Facility and Preserved Open Space
South	R1-E, Single Family	Single Family Residential / Place of Worship
East	R1-E, Single Family	Single Family Residential
West	CF, Community Facility, Big Beaver	Multiple Family Residential, Park, Community Center

NATURAL FEATURES

Topography: A topographic survey has been provided on sheet P-1.1. The site is relatively flat with a lower elevation along the southern property line, which is the Lane Drain.

Wetlands: There is a state regulated wetland at the northeast corner of the site. The applicant proposes to maintain the wetland, however they will have a slight impact to the wetland to provide the access to regional trail.

Floodplain: Most of the site is located within the floodplain. The applicant is requesting a floodplain map amendment based on topographic survey. In addition, the Lane Drain runs along the south side of the property.



As noted, the proposed development will require cut and fill in the floodplain. The Engineering Department has provided a memo outlining cut and fill in more detail.

The applicant received a Conditional Letter of Map Revision (CLOMR) from FEMA. This letter conditionally amends the floodplain line.

From the FEMA website:

Conditional Letter of Map Revision (CLOMR)

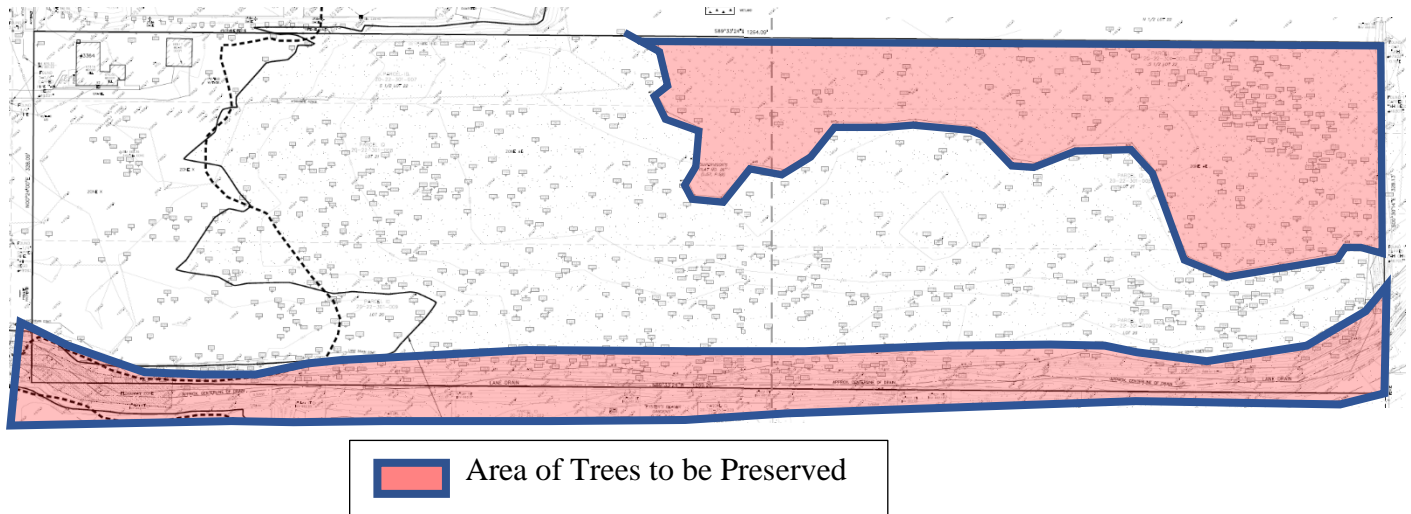
FEMA's comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The letter does not revise an effective NFIP map, it indicates whether the project, if built as proposed, would be recognized by FEMA. FEMA charges a fee for processing a CLOMR to recover the costs associated with the review. Building permits cannot be issued based on a CLOMR, because a CLOMR does not change the NFIP map.

Once a project has been completed, the community must request a revision to the Flood Insurance Rate Map (FIRM) to reflect the project. "As-built" certification and other data must be submitted to support the revision request.

Woodlands:

The cut and fill requires regrading in the floodplain and removal of existing vegetation. A tree inventory and replacement plan has been provided on Sheet T.1.0-T.1.4. The applicant surveyed a total of 809 trees on site. The site includes numerous invasive trees including silver maples, box elder, black walnut, elm, and cottonwood. Of the 809 trees they are saving 407, many which are not protected by the woodland ordinance. Of the 809 trees surveyed 57 were protected trees. The applicant surveyed 55 woodland trees, preserving 8 and 2 landmark trees, preserving none.

Replacement Details		
Protected Tree	Inches Removed	Replacement Required
Landmark	32 inches	32 inches
Woodland	473 inches	237 inches
Protected Tree	Inches Preserved	Credit
Landmark	0 inches	156 inches
Woodland	78 inches	0 inches
Protected Replacement Required	269 Inches	
Preservation Credit	156 Inches	
Total	113-inches	
Total Tree Mitigation	113 trees / 3 inches = 38 3-inch trees	



Items to be addressed: none

CONDITIONS

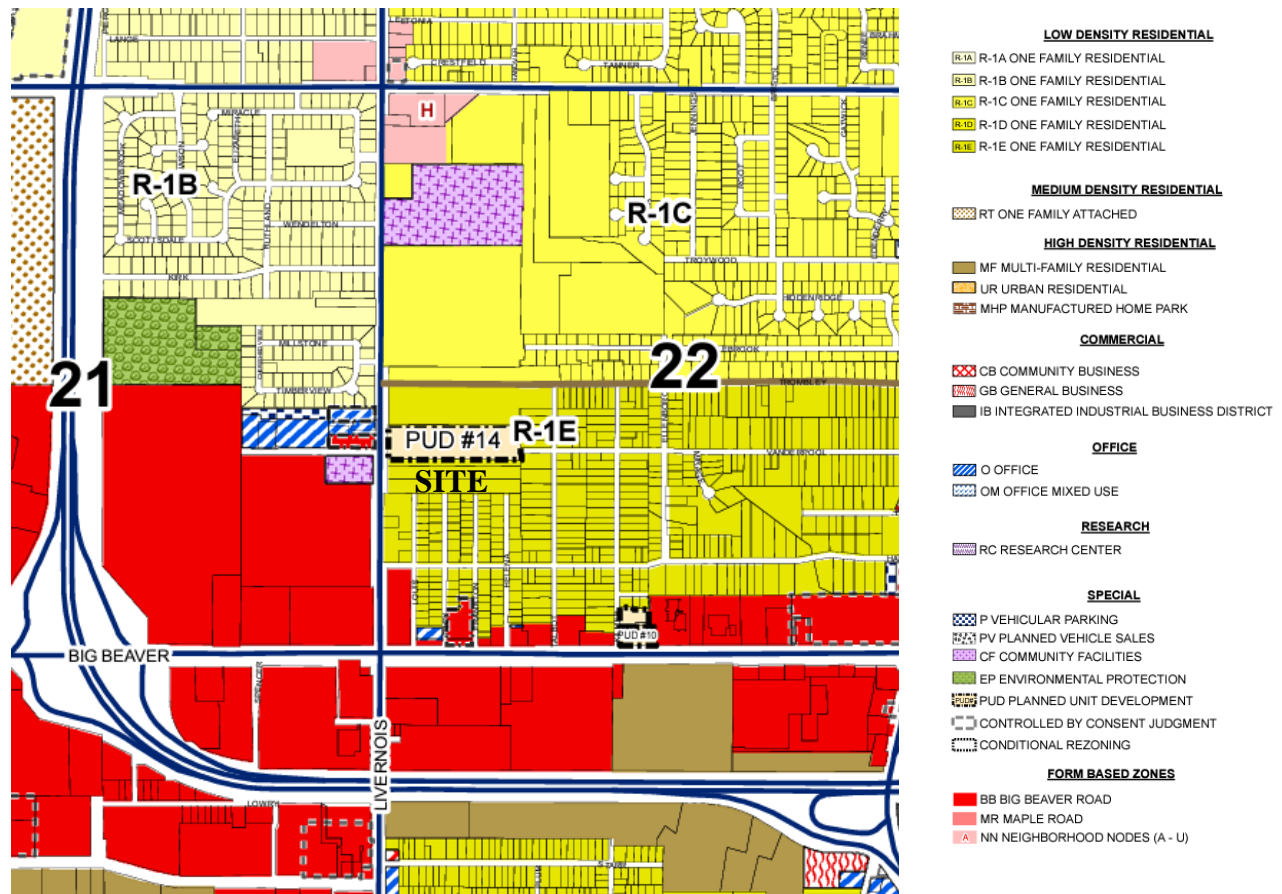
The following conditions have been voluntarily offered by the applicant:

1. *The Site Plan is a condition of approval.*
2. *Conform to RT Zoning*
3. *Development shall be limited to a maximum of 6-buildings with 30 total units.*
4. *Maximum Building Height shall not exceed 2 stories or 30' in height:*
5. *Maximum % of Lot Area Covered by Buildings will be thirty percent (30%),*
6. *Building materials shall be a mix of brick, asphalt shingles, plank siding, with variety of color palates and durable, low-maintenance materials.*
7. *Each unit shall have a minimum of a one-car garage on the first level of each unit.*
8. *Additional Features & Amenities:*
 - a. *Community Park & Gathering Area*
 - b. *Walking Trails Internal & External Sidewalks*
 - c. *Ability to Connect to Troy Trails*
 - d. *Exercise & Fitness Stations*
 - e. *Butterfly Gardens*
 - f. *Park Benches*
 - g. *Livernois Frontage Landscape & Decorative Stone Walls*
 - h. *Landscape Boundary Buffer Plantings & Preservation of Natural Features*
9. *Significant Tree Plantings & Re-forestation.*
10. *No exterior refuse containers shall be used. Individual waste and recycling containers shall be stored in each unit's garage and placed at the curb on collection days in accordance with City ordinances.*
11. *Minor modifications to the site plan shall be reviewed, and if appropriate, administratively approved by the Community Development Director (Any such minor*

changes are those that in the discretion would not adversely or substantially affect the conditions of the re-zoning or the site plan).

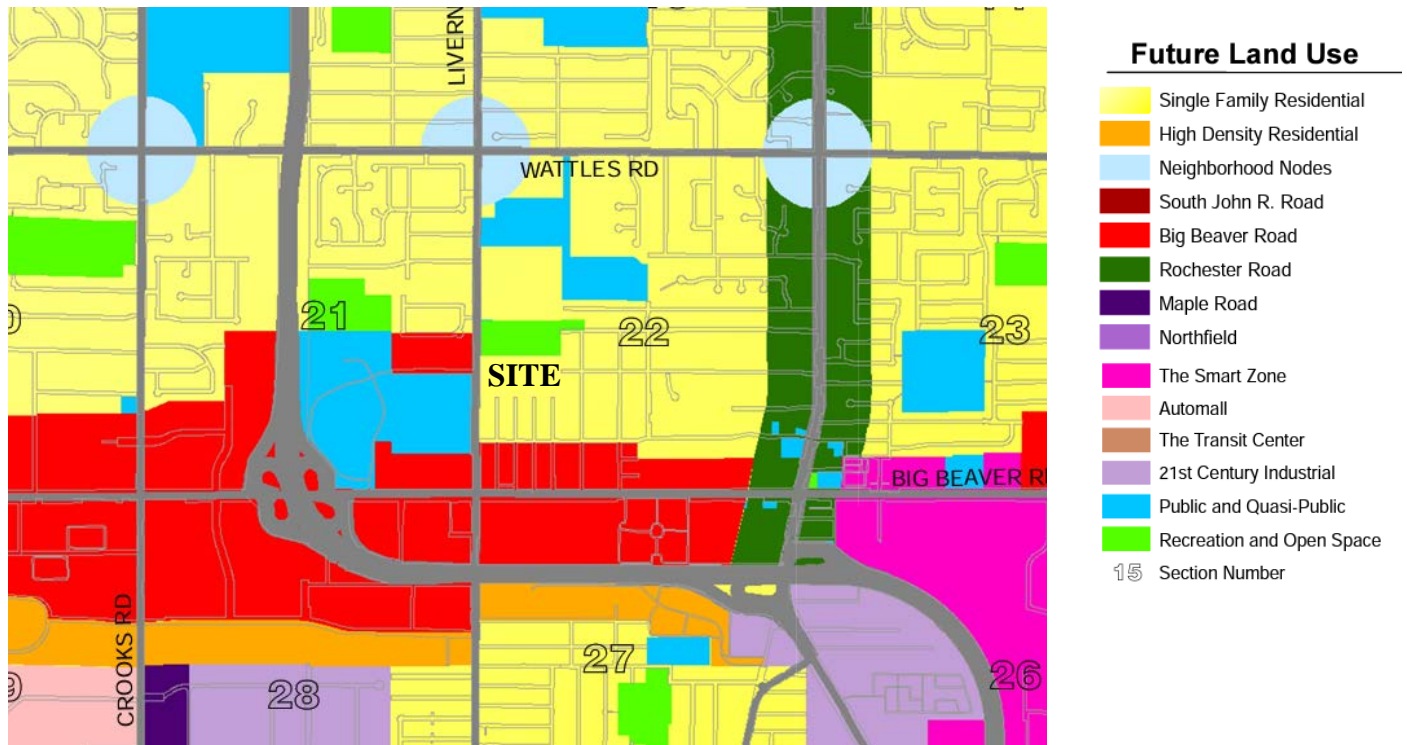
If the Conditional Rezoning is recommended for approval by the Planning Commission, a Conditional Rezoning agreement will be drafted between the applicant and the City Attorney's office prior to consideration by the City Council.

ZONING



Direction	Zoning	Use
North	PUD	Senior Living Facility and Preserved Open Space
South	R1-E, Single Family	Single Family Residential / Place of Worship
East	R1-E, Single Family	Single Family Residential
West	CF, Community Facility, Big Beaver	Multiple Family Residential, Park, Community Center

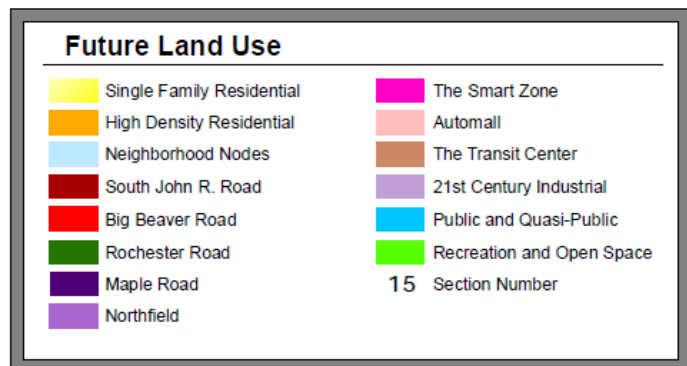
The applicant is seeking a conditional rezoning to RT One Family Attached. The nearest RT zoning is northwest of this site, on the west side of I-75, south of Wattles.

MASTER PLAN

According to the Future Land Use Plan this area is planned as Single Family Residential. The existing zoning as One-Family Residential supports this intent and is consistent with existing zoning and future land use goals of those parcels immediately east, north and south.

The proposed land use as RT, One-family attached is more intense than the uses intended, however, it is consistent with existing land uses of parcels located to its north (senior facility) and the to the west (apartment building).

Items to be addressed: None.



REZONING STANDARDS

As set forth in section 16.04.C.3, the Planning Commission should consider the following standards. A Conditional Rezoning may only be approved upon a finding and determination that all of the following are satisfied:

1. *The conditions, proposed development, and/or proposed use of the land are designed or proposed for public health, safety, and welfare purposes.*
2. *The conditions, proposed development and/or proposed use are not in material conflict with the Master Plan, or, if there is material conflict with the Master Plan, such conflict is due to one of the following:*
 - a. *A change in City policy since the Master Plan was adopted.*
 - b. *A change in conditions since the Master Plan was adopted.*
 - c. *An error in the Master Plan.*
3. *The conditions, proposed development and/or proposed use are in accordance with all terms and provisions of the zoning district to which the land is to be rezoned, except as otherwise allowed in the Conditional Rezoning Agreement.*
4. *Public services and facilities affected by a proposed development will be capable of accommodating service and facility loads caused by use of the development.*
5. *The conditions, proposed development and/or proposed use shall insure compatibility with adjacent uses of land.*

SITE ARRANGEMENT

The applicant is proposing to construct thirty (30) units. The 30-units will be distributed in six buildings with five units each. The units will be accessed from a private road which is accessed off Livernois.

The rear of the site will remain as undeveloped in the form of a detention, community park, and preserved wetlands.

Items to be addressed: None.

AREA, WIDTH, HEIGHT, SETBACKS

Section 4.07 establish the dimensional requirements for RT One-family Attached District. The requirements of RT Zoning District and the proposed dimensions are shown in the following table.

	Required	Provided	Compliance
Front (Livernois)	50-feet	50-feet	Complies

Side (north)	5-feet /15-feet combined	35-feet	Complies
Side (south)	5-feet /15-feet combined	35-feet	Complies
Rear (South)	35-foot minimum setback	More than 35-feet	Complies
Lot Width	40 feet	328 feet	
Building Height	2.5-stories, 30 feet in height.	Elevations not provided	Can not confirm
Lot Coverage (Building)	30%	28.33%	Complies
Minimum Open Space	20%	22.68%	Complies
Parking Location	Cannot be located in front yard	Parking lots not in front yard	Complies

Items to be addressed: None

PARKING

Section 13.06.G of the Zoning Ordinance requires:

	Required	Provided
Residential (General): 2 spaces per unit	30 units = 60 spaces	60 spaces
Barrier Free	0	0
Bicycle Parking	2	Internal to building
Loading	0	0
Total	60 spaces	60 spaces

The applicant has not provided any dedicated guest parking. Due to the narrow width of the road and numerous driveway cuts, it is unclear if any parking on street would be possible. We recommend that the applicant provide some dedicated guest parking.

Items to be Addressed: Provide dedicated guest parking.

SITE ACCESS AND CIRCULATION

The units will be accessed from a private road which is accessed off Livernois. The private road includes a cul-de-sac to allow for vehicular turnaround. Vehicular access and circulation have been reviewed and approved by the City Fire Department and City Engineering Department.

Items to be addressed:**TRAFFIC**

The City's engineering consultant, OHM, has reviewed the traffic memo. Summary of OHM's review:

The table below provides the calculated number of trips generated for the proposed development, based on the ITE Trip Generation Manual for Single-Family Attached Housing (ITE Land Use Code #215).

Number of Dwelling Units	Number of Site-Generated Trips								
	AM Peak Hour			PM Peak Hour			Daily		
	In	Out	Total	In	Out	Total	In	Out	Total
30 units	3	7	10	8	6	14	89	89	178

The traffic generated by the proposed development is minimal, adding fewer than 20 vehicle trips during the peak ("busiest") hour. The traffic impact of this site on the adjacent road network is negligible and would be imperceptible to the majority of road users.

As a point of comparison, traffic counts taken in January 2022 on Livernois Road (between Big Beaver Road and Wattles Road) indicate this segment carries approximately 20,000 vehicles per day, and roughly 1,600 vehicles during the PM peak hour. Amongst typical weekdays, traffic volumes during the peak hours alone often vary by 10%+ from one day to the next. These day-to-day fluctuations result in peak hour traffic volumes that vary by hundreds of vehicles. The proposed subdivision is expected to generate only 14 vehicles during the peak hour.

Items to be addressed: None

LANDSCAPING

A landscaping plan has been provided on Sheet L101. The following table discusses the development's compliance with the landscape requirements set forth in Section 13.02.

	Required:	Provided:	Compliance:
Greenbelt Planting			
<u>Livernois: 1 tree every 30 feet</u>	328 / 30 = 11	11 trees	Complies
<u>Southern property line:</u>			
<u>Landscape buffering:</u> Required buffering between two differentiating land uses. Alternative 1 or 2.	1,227 / 10 = 123 trees	68 new trees + existing vegetation	Complies with Planning Commission consideration

1 large evergreen every 10 feet or 1 narrow evergreen every 3 feet. Alternative screening method may be considered by the Planning Commission.			
Overall			
<u>Site landscaping:</u> A minimum of twenty percent (20%) of the site area shall be comprised of landscape material. Up to twenty-five percent (25%) of the required landscape area may be brick, stone, pavers, or other public plaza elements, but shall not include any parking area or required sidewalks.	20%	Over 20%	Complies
<u>Mitigation</u>	38 3-inch trees	38 trees	Complies

Community Park and Trail Access:

The applicant is proposing a community park and trail connection to the City of Troy regional trail. The community park includes landscaping, benches, trails, butterfly gardens, and exercise stations. The material (gravel, concrete, asphalt, etc) of the trail has not been indicated.

The applicant should clarify if the community park is open to the general public or only for the use of the residents of the development. If open to the general public an easement will need to be provided. Are the future homeowners expended to maintain park? A long-term maintenance plan should be provided.

Items to be Addressed: 1). Confirm material of the trail; 2). Clarify if the community park is open to the general public or only for the use of the residents of the development. If open to the general public an easement will need to be provided; and 3). Provide long-term maintenance plan for community park.

PHOTOMETRICS

Applicant did not provide photometric plan. Provide photometric plan.

Items to be Addressed: Provide Photometric Plan.

FLOOR PLAN AND ELEVATIONS

The applicant has provided renderings and floor plans but has not provide elevations. Materials include black brick, white hardi board siding, and black metal roofs.



Planning Commission to consider architectural style and material selection.

Items to be Addressed: 1). Provide elevations; and 2). Planning Commission to consider architectural style and materials.

SITE PLAN REVIEW STANDARDS

The Site Plan review standards provide the Planning Commission with direction when reviewing the proposed site plan and design features of this development.

Section 8.06 outlines Site Plan Review Design Standards.

1. *Development shall ensure compatibility to existing commercial districts and provide a transition between land uses.*
 - a. *Building design shall enhance the character of the surrounding area in relation to building and parking placement, landscape and streetscape features, and architectural design.*
 - b. *Street fronts shall provide a variety of architectural expression that is appropriate in its context and prevents monotony.*
 - c. *Building design shall achieve a compatible transition between areas with different height, massing, scale, and architectural style.*
2. *Development shall incorporate the recognized best architectural building design practices.*
 - a. *Foster a lasting impact on the community through the provision of high quality design, construction, and detailing.*

- b. *Provide high quality, durable materials, such as but not limited to stone, brick, glass, and metal. E.I.F.S. or material equivalent shall only be used as an accent material.*
 - c. *Develop buildings with creativity that includes balanced compositions and forms.*
 - d. *Design roofs that are appropriate to the architectural style of the building and create an appropriate visual exterior mass of the building given the context of the site.*
 - e. *For commercial buildings, incorporate clearly defined, highly visible customer entrances using features such as canopies, porticos, arcades, arches, wing walls, ground plane elements, and/or landscape planters.*
 - f. *Include community amenities that add value to the development such as patio/seating areas, water features, art work or sculpture, clock towers, pedestrian plazas with park benches or other features located in areas accessible to the public.*
3. *Enhance the character, environment and safety for pedestrians and motorists.*
- a. *Provide elements that define the street and the pedestrian realm.*
 - b. *Create a connection between the public right of way and ground floor activities.*
 - c. *Create a safe environment by employing design features to reduce vehicular and pedestrian conflict, while not sacrificing design excellence.*
 - d. *Enhance the pedestrian realm by framing the sidewalk area with trees, awnings, and other features.*
 - e. *Improve safety for pedestrians through site design measures.*

REZONING STANDARDS

As set forth in section 16.06.C.3, a Conditional Rezoning may only be approved upon a finding and determination that all of the following are satisfied:

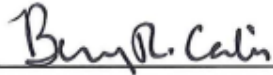
- a) *The conditions, proposed development, and/or proposed use of the land are designed or proposed for public health, safety, and welfare purposes.*
- b) *The conditions, proposed development and/or proposed use are not in material conflict with the Master Plan, or, if there is material conflict with the Master Plan, such conflict is due to one of the following:*
 - I. *A change in City policy since the Master Plan was adopted.*
 - II. *A change in conditions since the Master Plan was adopted.*
 - III. *An error in the Master Plan.*
- c) *The conditions, proposed development and/or proposed use are in accordance with all terms and provisions of the zoning district to which the land is to be rezoned, except as otherwise allowed in the Conditional Rezoning Agreement.*
- d) *Public services and facilities affected by a proposed development will be capable of accommodating service and facility loads caused by use of the development.*
- e) *The conditions, proposed development and/or proposed use shall insure compatibility with adjacent uses of land.*

The Planning Commission should consider if the Conditional Rezoning Standards have been met.

SUMMARY

Planning Commission is asked to hold a public hearing and consider public testimony. As part of the deliberations, the Planning Commission should consider if the plan meets the conditional rezoning standards and if the plan meets the site plan design standards.

Sincerely,



CARLISLE/WORTMAN ASSOC., INC.
Benjamin R. Carlisle, LEED AP, AICP

MONDRIAN

PROPERTIES

PRESENTS



Tableau

by MONDRIAN



SECTION 1: ABOUT MONDRIAN PROPERTIES AND ITS NEW MULTI-FAMILY DIVISION

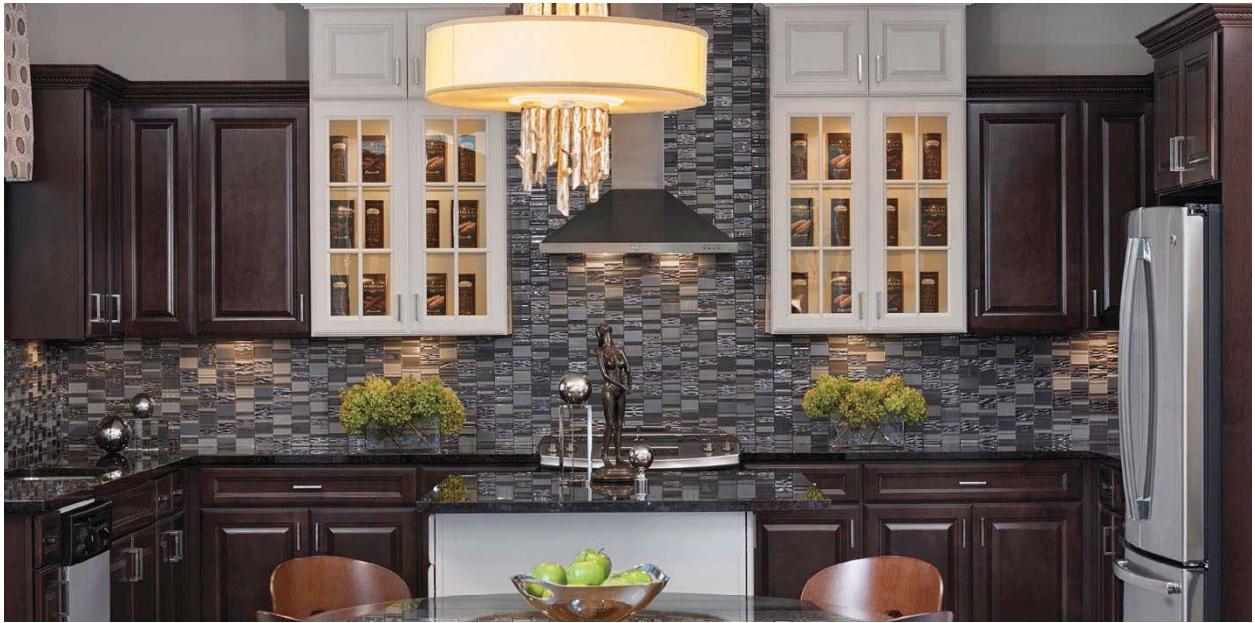
Mondrian's Background

At Mondrian Properties, we pride ourselves on developing, designing and constructing premier homes and communities for our highly valued customers. In our three-decade history, we have developed more than 40 communities in Southeastern Michigan, continually winning awards for architectural design quality.



The Mondrian Mission

Our goal is to be recognized as a national leader in the area of customer-focused residential construction. Our best-in-class, well-coordinated and consummately professional team helps to realize this goal every day. It is our unrelenting dedication to achieving this goal, in combination with our commitment to integrity, that allows us to provide our clients with their dream homes.



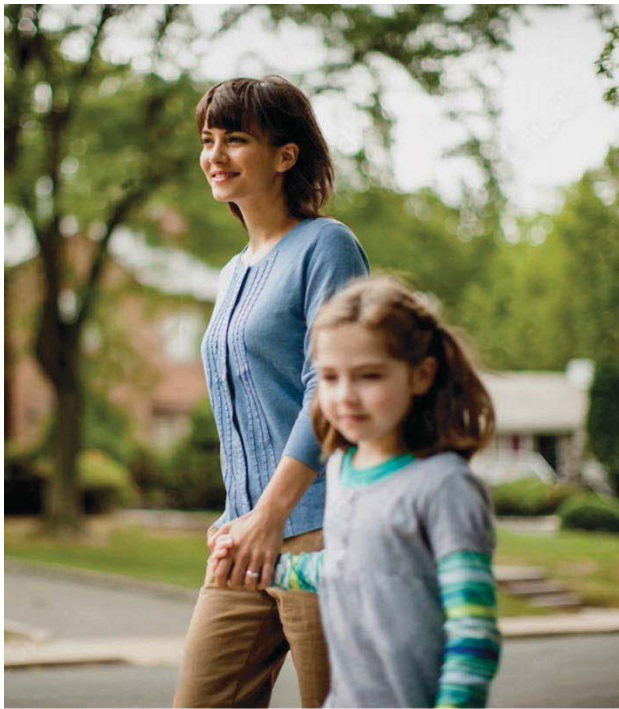
The Mondrian Lifestyle

Our architectural team creates classic designs that our construction team realizes into quality homes that exude timeless sophistication and luxurious detail. Our clients experience the next level – of convenience, of service and of quality. We take great pride in the communities we build. When you purchase a Mondrian home, you acquire so much more than a place to live; you acquire a lifestyle filled with attainable luxury.



Mondrian's Expansion into Multi-family Housing

Our team has carefully considered the guidance and insight it has understood from the City of Troy, with regard to new choices for home-shoppers in the area. And, since there is strong demand in the marketplace for different types of multi-family, for-lease, as well as for-purchase residential home types, Mondrian Properties, through its newly created subsidiary, **Tableau by Mondrian**, has decided to pursue constructing these kinds of options for the community. Also, new construction is highly popular, as compared to older construction units. Whether future communities offer 50+ or general market residences for lease, or 50+ or general market condos, Mondrian's new multi-family unit can supply any of them. Mondrian's new multi-family brand, **Tableau by Mondrian**, will offer home-shoppers the elegance for which Mondrian is known, while delivering new residences that are clearly something new and exciting – communities that would offer aspirational lifestyles to a variety of audiences – places where they could really envision themselves being fulfilled. Mondrian Properties will remain separate, but since there is a good amount of brand equity in the Mondrian name, this new brand has can leverage it as a foundation from which to drive credibility, legitimacy and familiarity in the eyes of the target audience – whichever demographic that audience may represent.



Project Applicant / Developer:

Tableau by Mondrian
50215 Schoenherr Road
Shelby Township, MI 48315
Attn: Joseph Maniaci
586-726-7350
jmaniaci@mondrianproperties.com

Development Team Consultants:

Civil Engineer:

PEA Group
John Thompson, PE
2430 Rochester Court
Troy, MI 48083
844-813-2949

Architects:

Martini – Samartino Design Group

Paul Samartino, AIA
920 E. Long Lake
Suite 200
Troy, MI 48085
248-524-0445

Landscape Architecture:

J Eppink Partners, Inc.

Jim Eppink, RLA
9336 Sashabaw Road
Clarkston, MI 48348
248-922-0789

Site Data:

Parcel Size:

9.54 acres

Location:

East side of Livernois,
north of Big Beaver Road within
the City of Troy, MI

Existing Zoning:

R-1E One Family Residential

Proposed Zoning:

RT One Family Attached Residential
using a Conditional Rezoning
Application

Proposed Uses:

30 attached single family for lease
condominium homes

SECTION 2: PROJECT NARRATIVE LETTER

H O M E S T E A D

*A Proposed Single Family Attached, For-Lease Condominium Neighborhood
In the City of Troy, Michigan*

Project Vision:

Homestead, a new neighborhood proposed to be constructed off of Livernois Road will provide beautiful, high-quality, size-appropriate housing geared towards its 50-year-old and older residents.

Mondrian Properties, the corporate parent of its new, multi-family unit, **Tableau by Mondrian**, has been building homes in Southeastern Michigan for more than three decades, and continues to be at the forefront of providing a range of quality housing choices throughout the area. In response to the City of Troy's goal to provide innovative housing alternatives that serve the City's evolving demographics, smaller household sizes, and active lifestyle choices of its residents, Tableau by Mondrian is proud to propose Homestead, a neighborhood that specifically seeks to help build the **"missing-middle"** within the community.

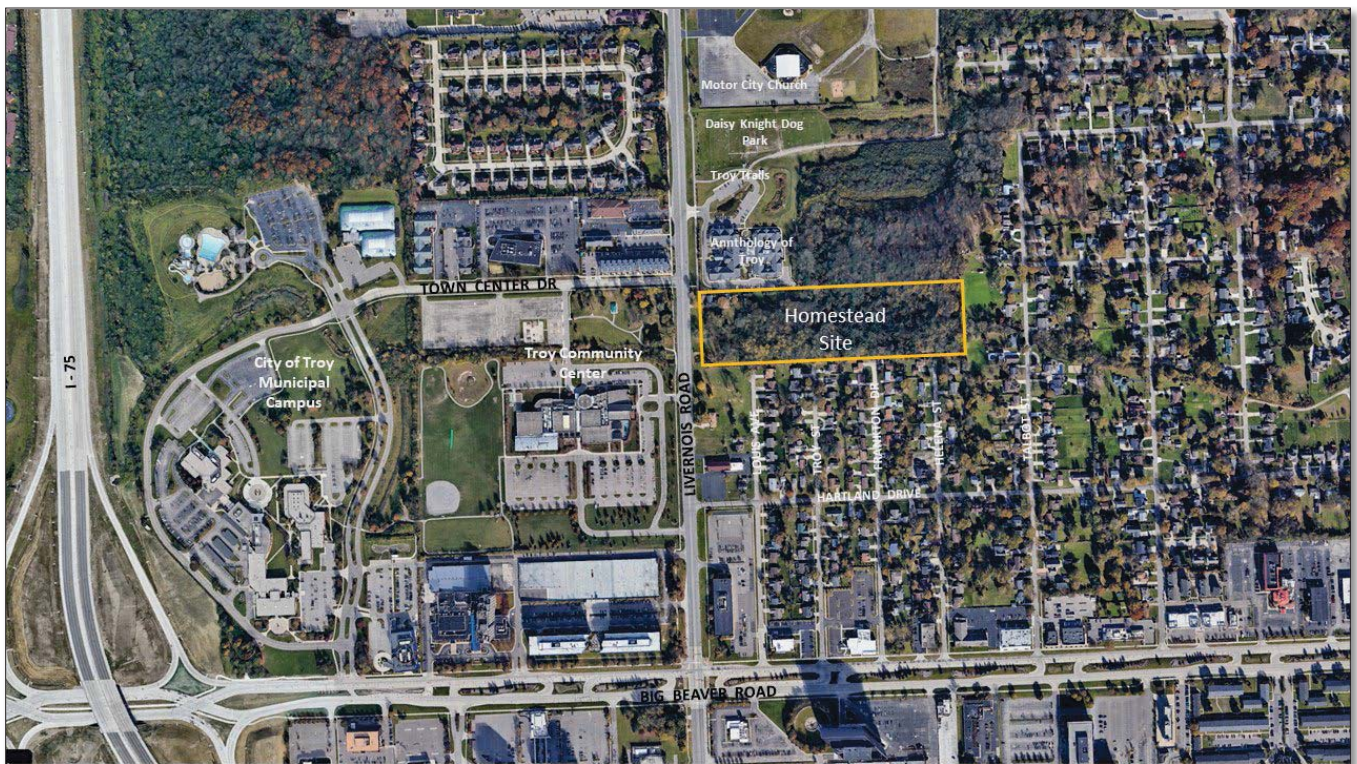
The City of Troy continues to be recognized as one of the best places to live in America. Its strong employment base, educational opportunities, shopping areas, diverse cultures, and residential neighborhoods have made it a premier family-oriented community. As its long-time residents age, however, the City of Troy has correctly recognized that it must encourage a wider range of housing choices to be built within Troy that will allow its residents to remain in the city they love, close to their families, friends, work, and churches. Providing more diverse housing choices enables residents the ability to **"age in place"** and prevent the need to move away, once the large, five-bedroom home becomes too large during their empty-nest, active senior years.

Homestead, a boutique, pocket neighborhood of only 30-residences, will provide home layouts ranging in size from 1,317 square feet to 1,840 square feet. The condominiums, designed primarily for single-level living, will be offered for-lease with an option to purchase. The Homestead neighborhood, which boasts of more than 55% open space will provide a community park for outdoor gatherings, walking trails that may connect to the larger City of Troy trail system, butterfly gardens, fitness stations with outdoor exercise equipment, sidewalks throughout, and beautifully landscaped, centrally maintained grounds.

Tableau by Mondrian has submitted the attached site plan documents and application and seeks site plan approval and conditional rezoning of the parcel(s) in order to construct this exciting neighborhood. Key attributes of the site and proposed development are outlined on the following pages and within the site plan submission documents.

SITE DATA & LOCATION:

Parcels	20-22-301-007, 20-22-301-008, 20-22-301-009
Total Size:	9.54-acres
Current Zoning:	R-1E One Family Residential District
Proposed Zoning:	RT One Family Attached Residential District
Features:	Lane Drain located at the parcel's southern boundary Wetlands and Floodplain areas currently exist on site Immediately east of the Troy Community Center and access to the Troy Trail system.



The Homestead property is located on the east side of Livernois, a short, one-quarter-mile walk north of Big Beaver Road. R-1E Single Family neighborhoods abut the property to the east and south, The Troy Community Center is located conveniently west of the site, and Anthology of Troy (a PUD) is located immediately to the north with close connection to Troy Trails and the Daisy Knight Dog Park.

The westernmost portion of the site is considered the “development zone” and can accommodate conventional construction methods for residential development. The eastern portion of the site is comprised of wetlands to the north and the Lane Drain to the south. The rear-central portion of the site will be graded to accommodate the required floodplain capacity of the site. The analysis of the physical characteristics of the site, identification of the development and floodplain cut zones, and the proposed civil engineering methods were determined independent of the proposed Homestead site plan. In other words, the western development zone, the eastern floodplain area, the natural features are consistent regardless of if the site was developed as a conventional R1-E subdivision, or as developed as the proposed RT – “Aging-in-Place,” “Missing-Middle” community.

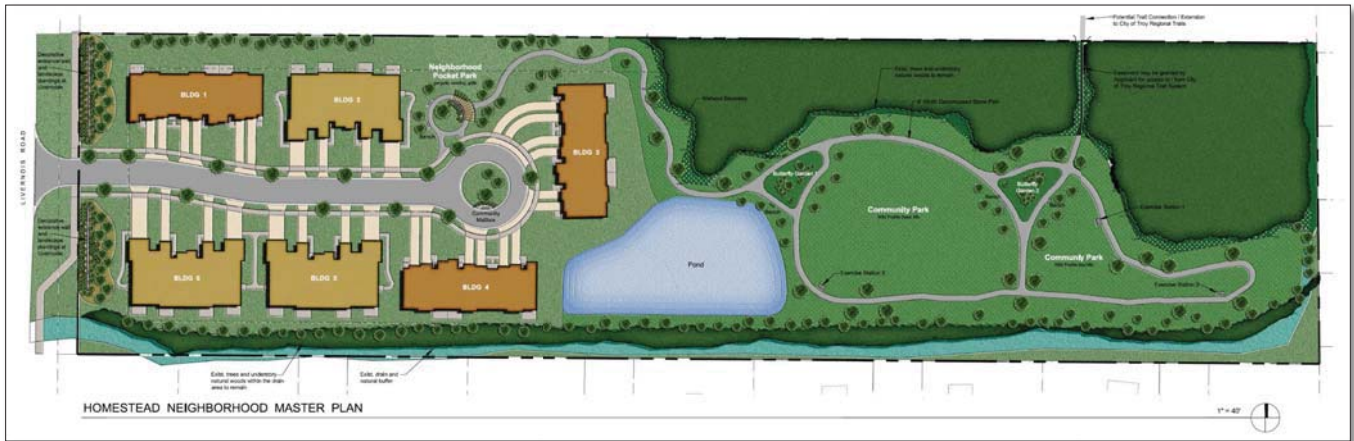


The western portion of the site has been determined to have the characteristics suitable for development, whereas the eastern portion of the site will be reserved for the preservation of the natural features, floodplain cut area, and re-forestation of the wooded areas.

SITE PLAN & ARCHITECTURAL DATA:

Building Types:	6 condominium buildings (3 Ranch with Lifestyle Space buildings & 3 Single-Level Living Condo buildings)
Total Residences:	30
Gross Density:	3.14 residences per acre
Home Sizes:	Single Level Living Condo: 1,317 – 1,488 sf Ranch with Lifestyle Space: 1,735 – 1,840 sf
Architecture:	Award winning architectural style and building materials
Site Plan Features Include:	

- Community Park & Gathering Area;
- Pergola;
- Walking Trails;
- Internal External Sidewalks with Ability to Connect to Troy Trails;
- Exercise & Fitness Stations;
- Butterfly Gardens;
- Park Benches;
- Livernois Frontage Landscape & Decorative Stone Walls;
- Landscape Boundary Buffer;
- Plantings & Preservation of Natural Features;
- Significant Tree Plantings & Re-forestation & Stormwater Management;
- Creation of Detention Basin/Decorative Wet Pond.



The Homestead neighborhood master plan places 6 beautiful condominium buildings at the western boundary closest to Livernois Road. The 30 residential units will front onto the new internal road and have direct access to Livernois. The development is just a short walk to The Troy Community Center, restaurants along Big Beaver, or connections to internal trails and the Troy Trail system. Existing wooded wetlands and the wooded Lane Drain will be maintained at the north and south respectively, and the rear center area will be land-balanced to accommodate floodplain capacity. The rear area will be planted and maintained with native prairie grasses, two butterfly gardens, buffer plantings and tree re-forestation plans, along with walking trails, fitness stations, and restful park bench areas.



Ranch Condominium with Lifestyle Space: Three “Ranch Condominiums with Lifestyle Space” buildings will be constructed within Homestead, providing a total of 12 of these unit types. Almost all the living space, including the master and second bedroom, kitchen and living room will be located on the ground floor. An additional flexible life-style space, which could be used as a home office, den, or media room, will be located on the second floor. The total square footage of these homes will range between 1,735 – 1,840 sf.



Single-Level Living Condominiums: Three “Single-Level Living Condominium” buildings will be constructed, providing a total of 18 of these unit types. All living areas within each condo will be located on a single level providing a spacious, convenient, ranch-style home. The ground floor of each building will house three units, with three additional individual units on the second floor. Each residence will have its own garage, as well as dedicated driveway parking areas. The square footage of the single-level living homes will range from 1,317 – 1,488 sf.

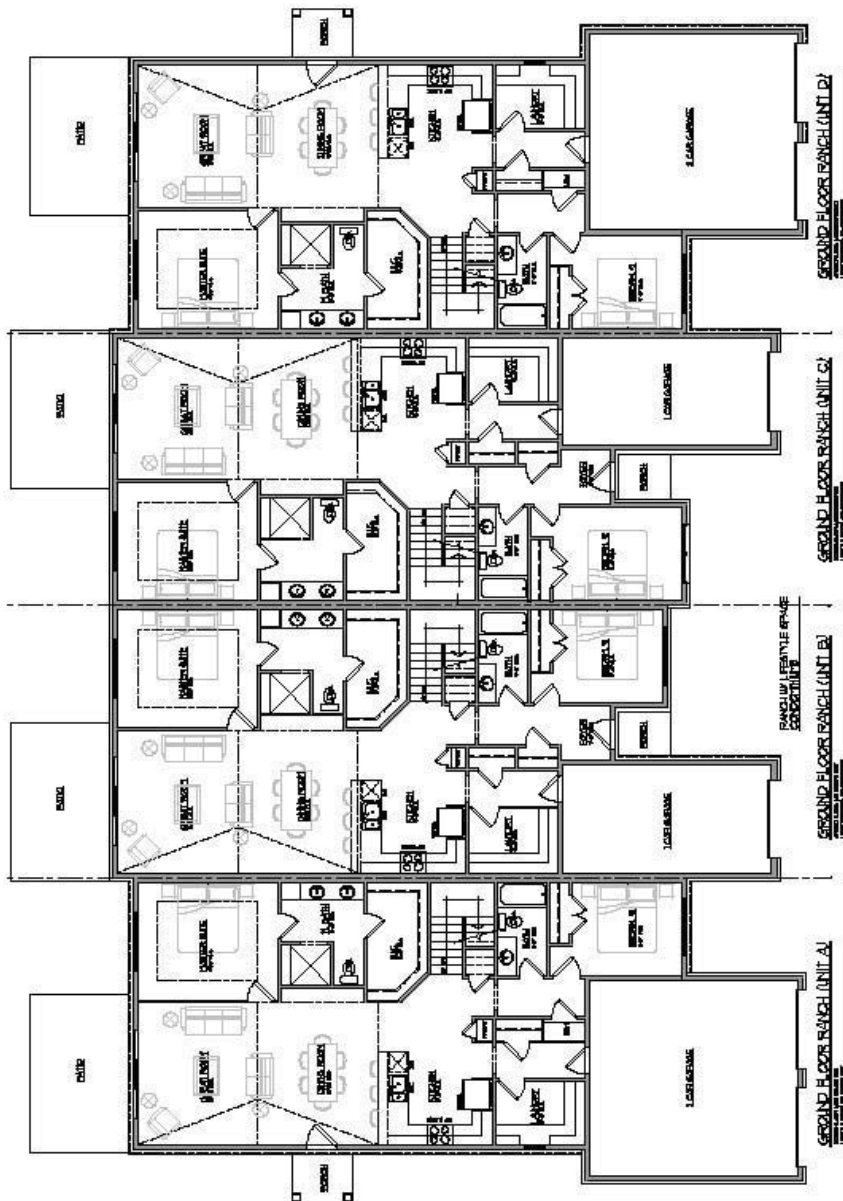
At Tableau by Mondrian, we are proud to present the Homestead neighborhood and its ability to create an “Age-in-Place,” “Missing-Middle” community that offers appropriately sized homes, beautiful architecture, functional floor plans, amenities, an abundance of site features, 55% open space, and located within walking distance of restaurants, trails, dog-parks, churches, offices, and the Troy Community Center. Our application requests a conditional re-zoning based on the uses, merits, and details reviewed here, those within the site plan submission documents, and as outlined in the accompanying application and conditional re-zoning narrative. We’ve worked closely with the community, have studied the Troy Master Plan, and we believe this development, with its open space, alternative housing choices, and walkability components, will meet the goals, intent, and spirit of the Master Plan. We believe that Homestead will become a wonderful addition to the City of Troy.

The attached Preliminary Site Plan Submission document set provides the information required by the ordinance and outlines the technical details of the development. We appreciate the opportunity to have the project reviewed by the City Planning Department and related professionals and look forward to being placed on the next available Planning Commission agenda to review and request a positive recommendation for the site plan and conditional re-zoning to enable the project to move forward.

SECTION 3: LANDSCAPE RENDERINGS



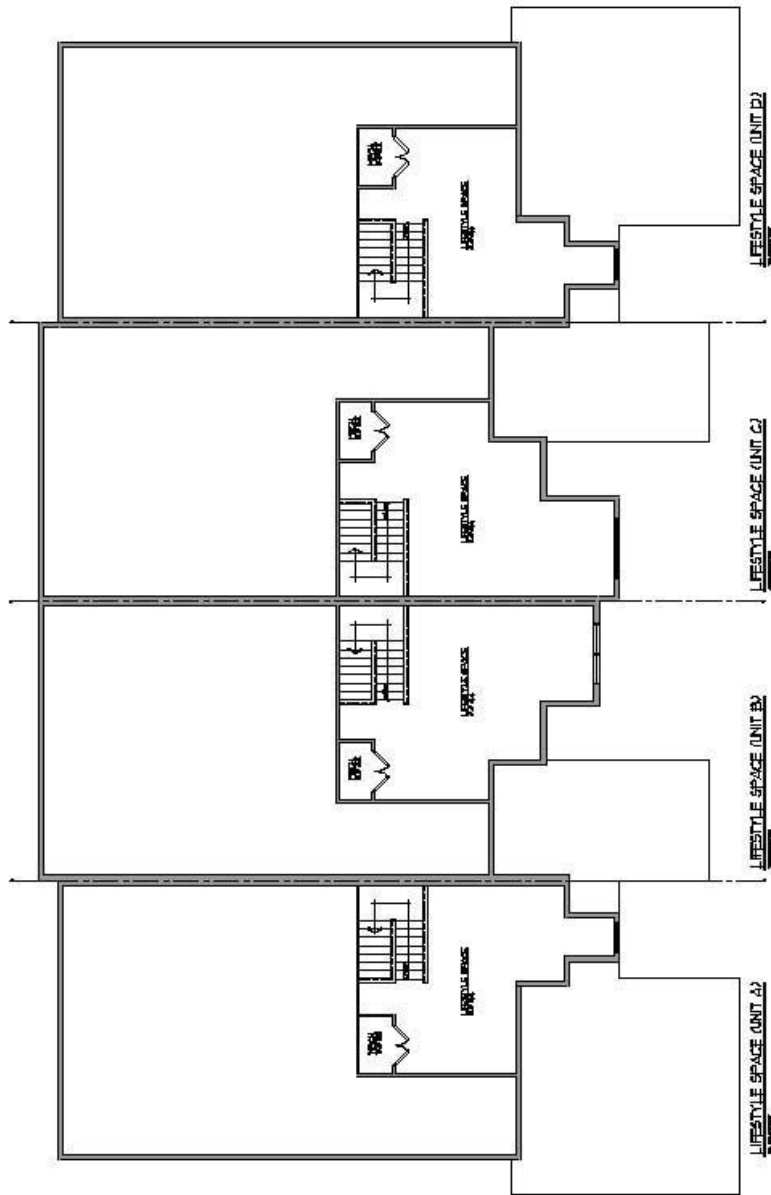
SECTION 4: HOMESTEAD FLOOR PLANS



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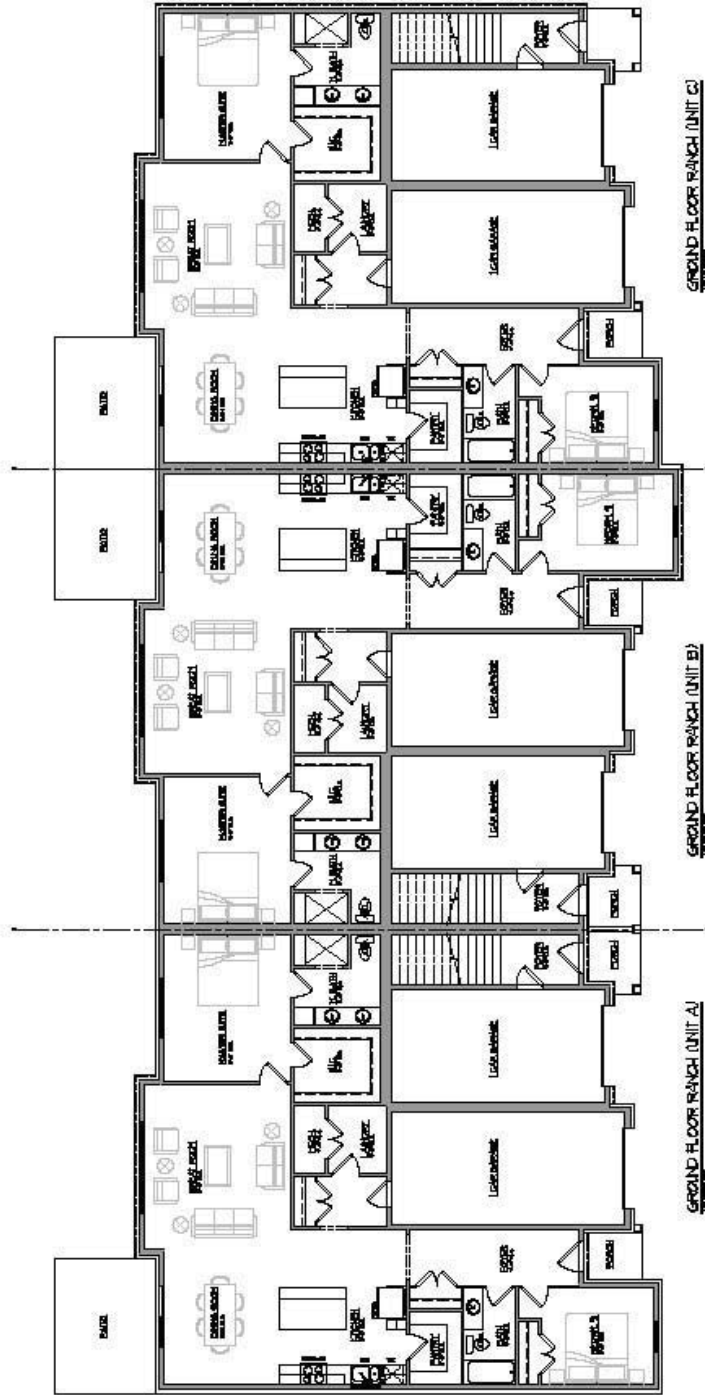
RANCH W/L LIFESTYLE SPACE
CONDOMINIUMS



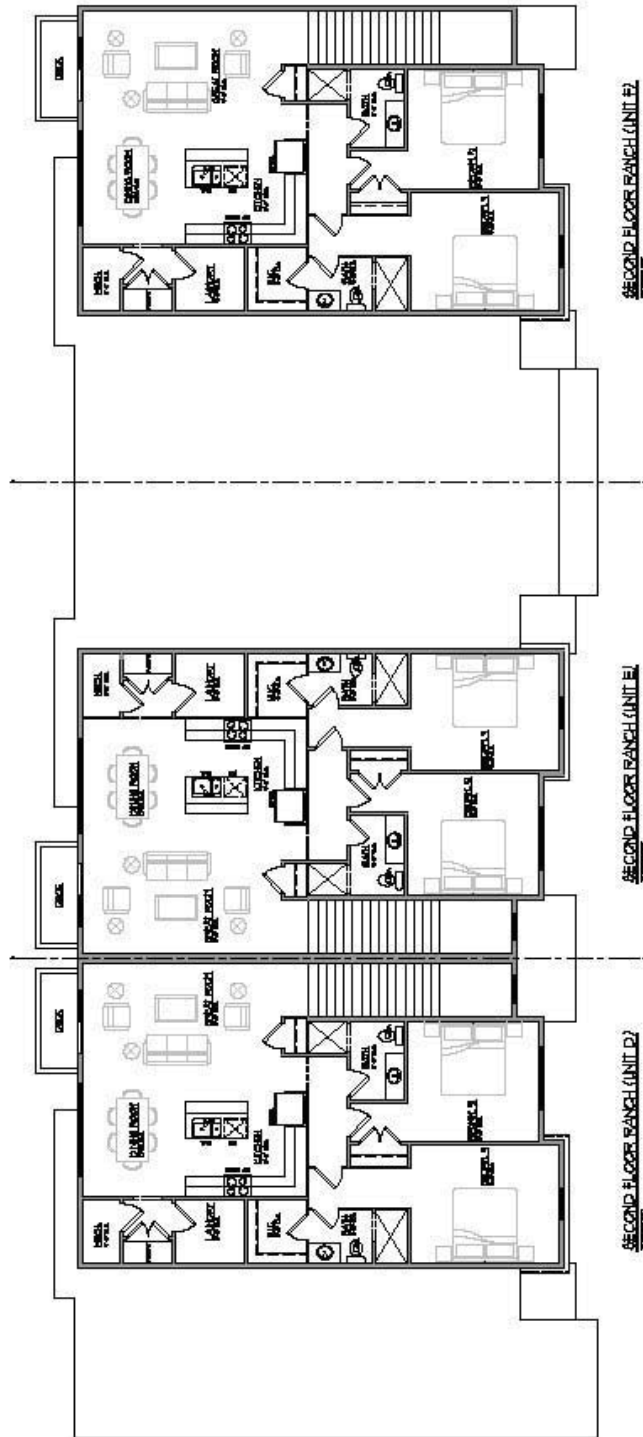
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RANCH W LIFESTYLE SPACE
CONDOMINIUMS

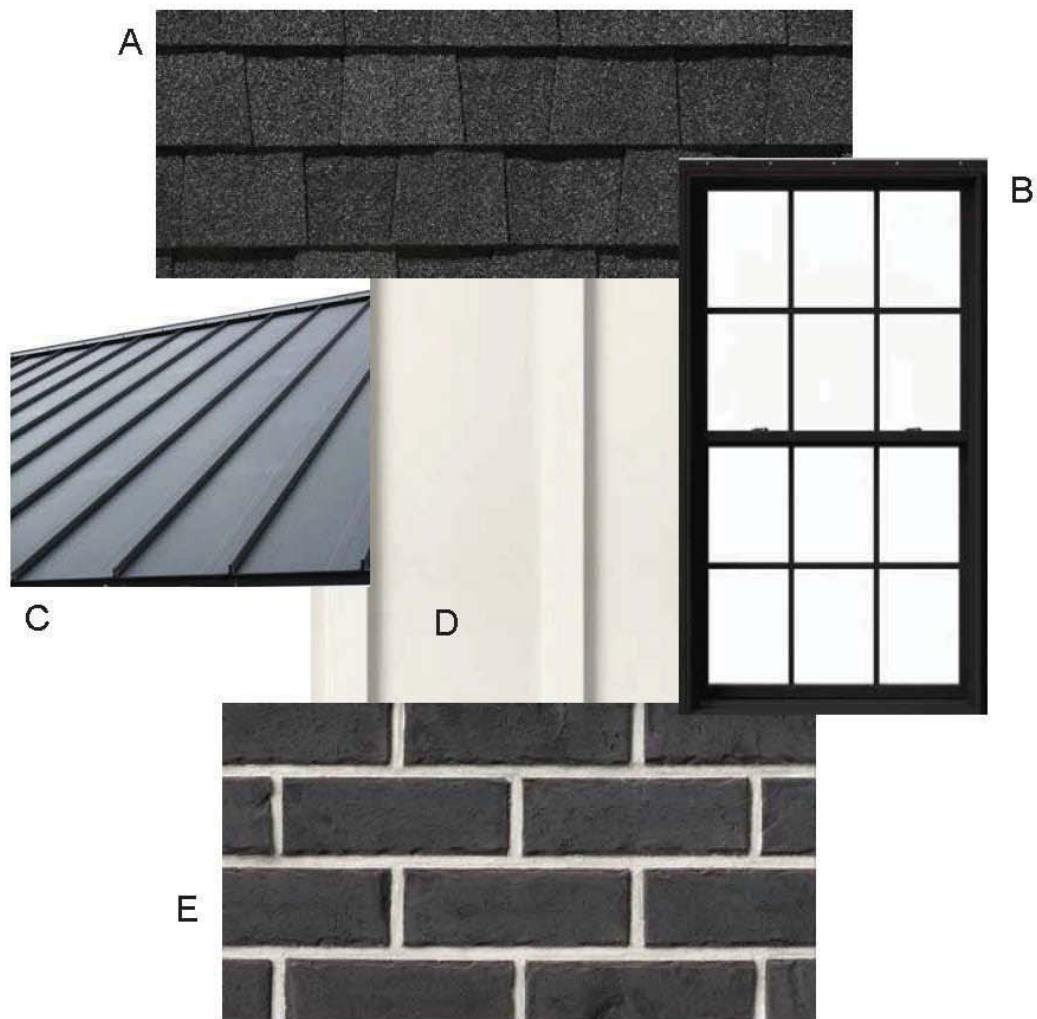


SINGLE LEVEL LIVING CONDOMINIUMS



SECTION 5: MATERIAL LIST & PICTURES

HOMESTEAD MATERIALS



- A - Pewter Dimensional Shingles
- B - Black Framed Windows and Doors
- C - Black Metal Awnings & Roofs
- D - Hardie Plank Horizontal & Vertical Siding
- E - Black Lake Brick



2430 Rochester Court, Suite 100
Troy, MI 48083

844.813.2949
peagroup.com

SECTION 6: CONDITIONAL RE-ZONE LETTERS A & B:

PEA Project No: 2021-0451

Mr. Brent Savidant
Community Development Director
City of Troy Planning Department
500 W. Big Beaver
Troy, MI 48084

**RE: Conditional Rezoning Application
Parcel # 20-22-301-007, -008, -009
Livernois Road, north of Big Beaver Road
City of Troy, Oakland County, Michigan**

Dear Mr. Savidant:

On behalf of Tableau by Mondrian, we respectfully request a change in the zoning for Parcels # 20-22-301-007, -008, -009.

Pursuant to the provisions of the Michigan Zoning Enabling Act, P.A. 110 of 2006, as amended, and pursuant to all applicable provisions of law, we are requesting the Zoning Map of the City of Troy be amended to conditionally rezone Parcel Numbers 20-22-301-007, -008, -009, from R-1E One Family Residential District to RT One Family Attached Residential District, in order to construct six attached single-family dwelling buildings for a total of 30-units.

Location & Existing Conditions:

The property is located on the east side of Livernois Road just north of the Big Beaver Road intersection. The parcel is 9.54 acres in size and currently has one house on the north property. Surrounding uses include single-family dwellings to the south and east. To the north is a PUD development (senior living). To the west is the City of Troy Community Center. The Lane Drain runs along the southerly property line. The site is largely encompassed with floodplain and there is also an area of wetlands in the northwest corner of the site.

Existing Zoning & Future Land Use:

The site is currently zoned R-1E (One Family Residential District). **(See Exhibit A)**. According to the Master Plan of 2008 and as Amended in 2016, The Future Land Use for the subject parcel is Single Family Residential, Social Neighborhood.



Proposed Use & Site Plan:

Under the proposed rezoning (**see Exhibit B**), the site would be zoned RT One Family Attached Residential District. The proposed condos will be for lease and with an option to purchase. The floodplain area would be amended thru the LOMR process. Detention would outlet to the Lane Drain. The proposed development (**see Site Plan Sheets: Cover Sheet, P-1.1 Topographic Survey - West, P-1.2 Topographic Survey - East, P-2.0 Preliminary Site Plan, P-3.0 Preliminary Grading Plan, P-4.0 Preliminary Utility Plan, L-1 Landscape Planting Plan, L-2 Landscape Details, T-1.0 Tree Preservation Plan-West, T-1.1 Tree Preservation Plan-East, T-1.2 Tree Preservation List, T-1.3 Tree Preservation List, T-1.4 Tree Preservation List**), shall be limited to six (6-) total buildings and thirty (30) total units. There are two building types proposed: ranch style and single level living. Each unit will be 1,317 to 1,840 square feet and each will include an attached 1 or 2-car garage. The building materials shall consist of a mix of brick, asphalt shingles, plank siding, with variety of color palates and durable low-maintenance materials.

Voluntary Conditions:

Under Section 405 of the Zoning Enabling Act (MCL 125.3405), the petitioner voluntarily offers uses and restrictions of the property as a condition to rezoning the land. The following conditions are provided voluntarily as conditions of rezoning approval:

1. The Site Plan is a condition of approval;
2. Conform to RT Zoning;
3. Development shall be limited to a maximum of 6-buildings with 30 total units;
4. Maximum Building Height shall not exceed 2 stories or 30' in height;
5. Maximum % of Lot Area Covered by Buildings will be thirty percent (30%);
6. Building Materials shall be a mix of brick, asphalt shingles, plank siding, with variety of color palates and durable, low-maintenance materials;
7. Each Unit shall have a minimum of a one-car garage on the first level of each unit;
8. Additional Features & Amenities:
 - a. Community Park & Gathering Area;
 - b. Walking Trails Internal & External Sidewalks;
 - c. Ability to Connect to Troy Trails;
 - d. Exercise & Fitness Stations;
 - e. Butterfly Gardens;
 - f. Park Benches;
 - g. Livernois Frontage Landscape & Decorative Stone Walls;
 - h. Landscape Boundary Buffer Plantings & Preservation of Natural Features;
9. Significant Tree Plantings & Re-forestation;
10. No exterior refuse containers shall be used. Individual waste and recycling containers shall be stored in each unit's garage and placed at the curb on collection days in accordance with City ordinances;
11. Minor modifications to the site plan shall be reviewed, and if appropriate, administratively approved by the Community Development Director (Any such minor changes are those that in the City's discretion would not adversely or substantially affect the conditions of the re-zoning or the site plan).

Re-zoning Standards:

As set forth in Section 16.03.C, the Planning Commission shall consider the following:

1. The proposed rezoning is consistent with the Master Plan. If the current zoning is in the material conflict with the Master Plan, such conflict is does to one of the following:

- a. A change in City policy since the Master Plan was adopted.*
- b. A change in conditions since the Master Plan was adopted.*
- c. An error in the Master Plan.*

- The City of Troy Master Plan designates the subject parcel as Single Family Residential, Social Neighborhood.

2. The proposed re-zoning will not cause nor increase any non-conformity.

- Re-zoning to RT will not materially alter the view-shed that is currently visible from Livernois Road, so there would be very minimal impact and even that will be remedied through landscaping.

3. Public services and facilities affected by a proposed development will be capable of accommodating service and facility loads caused by use of the development.

- The proposed number of multiple-family dwelling units is compatible with surrounding uses and zoning in terms of: Environment; Density; Traffic volumes; Aesthetics; Infrastructure; and Potential influence on property values.
- All public utilities are available at the property and sized to accommodate the develop.
- Livernois Road is capable of safely and efficiently accommodating expected traffic volumes generated by the proposed number of multiple-family dwelling units.

4. The re-zoning will not impact public health, safety, or welfare.

- The capacity of public utilities and services is sufficient to accommodate the proposed number of multiple-family dwelling units without compromising the city's health, safety, and welfare.

5. The rezoning will ensure compatibility with adjacent uses of land.

- Rezoning to RT is constant with the Future Land Use Map in terms of being a Social Neighborhood.
- The proposed number of multiple-family dwelling units is consistent with the characteristics of surrounding buildings and uses.
- The Condominium development will provide a transition between the Senior Living Development and the Single-Family District.

Re-zoning Standards/Reasons of Recommendation:

- A. The site's physical and other environmental features are compatible with the proposed number of multiple-family dwelling units.
- B. The proposed number of multiple-family dwelling units is compatible with surrounding uses and zoning in terms of the environment, density, traffic volumes, aesthetics, infrastructure, and potential influence on property values.
- C. The street system is capable of safely and efficiently accommodating expected traffic volumes generated by the proposed number of multiple-family dwelling units.
- D. The capacity of public utilities and services is sufficient to accommodate the proposed number of multiple-family dwelling units without compromising the city's health, safety, and welfare.
- E. There is an apparent demand in the City for this type of multiple-family dwelling units in relation to the amount of land in the city currently zoned and available to accommodate the demand.
- F. The rezoning of the property does not unreasonably impact the adjacent properties.

The proposed re-zoning will allow the site to be developed in a manner consistent with the City of Troy's Master Plan and maintain the intended open space buffer between proposed condominium and the existing single-family homes.

Thank you for your consideration,

PEA Group, Inc.

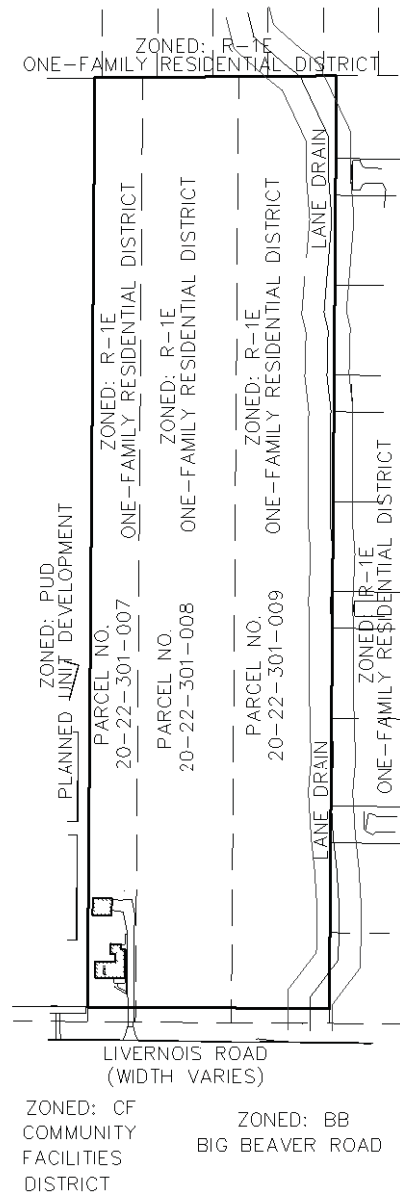
John B. Thompson, PE
Senior Project Manager

Cc: Joe Maniaci, Tableau by Mondrian

Attachment: Application

Exhibit A – Existing Zoning
Exhibit B – Proposed Zoning
Exhibit C – Site Plan

EXHIBIT A
EXISTING ZONING



MONDRIAN PROPERTIES
50215 SCHOENHERR
SHELBY TOWNSHIP, MI 48315



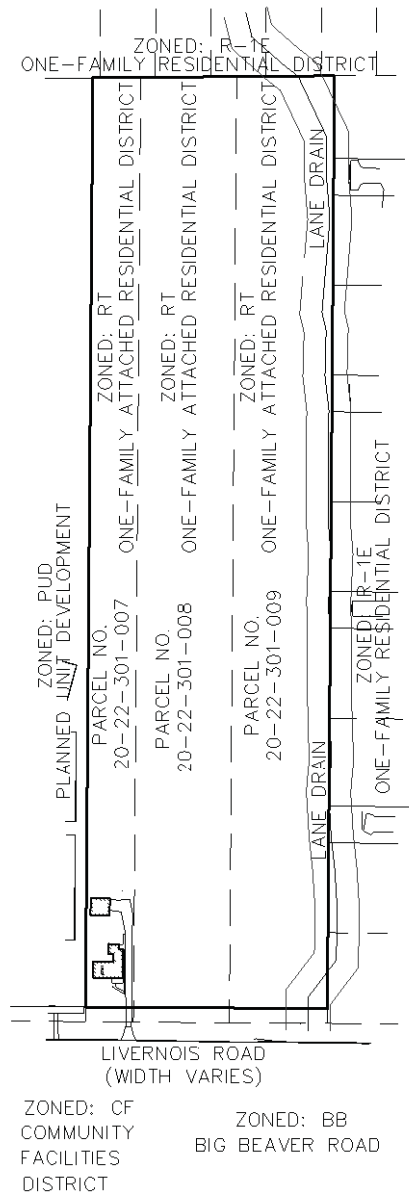
HOMESTEAD
3364 LIVERNOIS ROAD
CITY OF TROY, OAKLAND COUNTY, MICHIGAN

SHEET 1 OF 1
MARCH 25, 2022
2021-0451

PEA
GROUP

t 844.813.2949
www.peagroup.com

EXHIBIT B
PROPOSED ZONING



MONDRIAN PROPERTIES
50215 SCHOENHERR
SHELBY TOWNSHIP, MI 48315

0 100 200
SCALE: 1" = 200'



HOMESTEAD
5364 LIVERNOIS ROAD
CITY OF TROY, OAKLAND COUNTY, MICHIGAN

SHEET 1 OF 1
MARCH 25, 2022
2021-0451

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S:\PROJECTS\2021\2021-0451 HOMESTEAD\DWG\CONDITIONAL REZONE\EX-B-PR ZONING-210451.dwg; TMK

SECTION 7: PDF OF SITE PLAN FOR SUBMIT:

PRELIMINARY SITE PLANS
HOMESTEAD
3364 LIVERNOIS ROAD
CITY OF TROY, OAKLAND COUNTY, MICHIGAN



PERMIT / APPROVAL SUMMARY		
DATE SUBMITTED	DATE APPROVED	PERMIT / APPROVAL



INDEX OF DRAWINGS	
NUMBER	TITLE
	COVER SHEET
P-1.1	TOPOGRAPHIC SURVEY-WEST
P-1.2	TOPOGRAPHIC SURVEY-EAST
P-2.0	PRELIMINARY SITE PLAN
P-3.0	PRELIMINARY GRADING PLAN
P-4.0	PRELIMINARY UTILITY PLAN
P-5.0	PRELIMINARY PATHWAY PLAN
L-1	LANDSCAPE PLANTING PLAN
L-2	LANDSCAPE DETAILS
T-1.0	TREE PRESERVATION PLAN - WEST
T-1.1	TREE PRESERVATION PLAN - EAST
T-1.2	TREE PRESERVATION LIST
T-1.3	TREE PRESERVATION LIST
T-1.4	TREE PRESERVATION LIST

DESIGN TEAM

OWNER/APPLICANT/DEVELOPER		CIVIL ENGINEER
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ARCHITECT		LANDSCAPE ARCHITECT
MARTINI SAMARTINO DESIGN GROUP 920 E. LONG LAKE ROAD, SUITE 200 TROY, MI 48065 CONTACT: PAUL SAMARTINO PHONE: 248.524.0445 EMAIL: PSAMARTINO@HOTMAIL.COM		PEA GROUP 45 W. GRAND RIVER AVE., STE. 501 DETROIT, MI 48226 CONTACT: KIMBERLY DIETZEL, RLA PHONE: 844.813.2949 EMAIL: KDIEZEL@PEAGROUP.COM
		LANDSCAPE ARCHITECT
		J EPPINK PARTNERS, INC. 9336 SASHABAW ROAD CLARKSTON, MI 48348 CONTACT: JIM EPPINK PHONE: 248.922.0789 EMAIL: JIM@JEPPINK.COM



REVISIONS	
DESCRIPTION	DATE
ORIGINAL ISSUE DATE	4/18/2022







PROJECT TITLE
HOMESTEAD
3384 LIVERNOIS ROAD
TROY, MICHIGAN

[illegible]

ORIGINAL ISSUE DATE:
APRIL 18, 2022

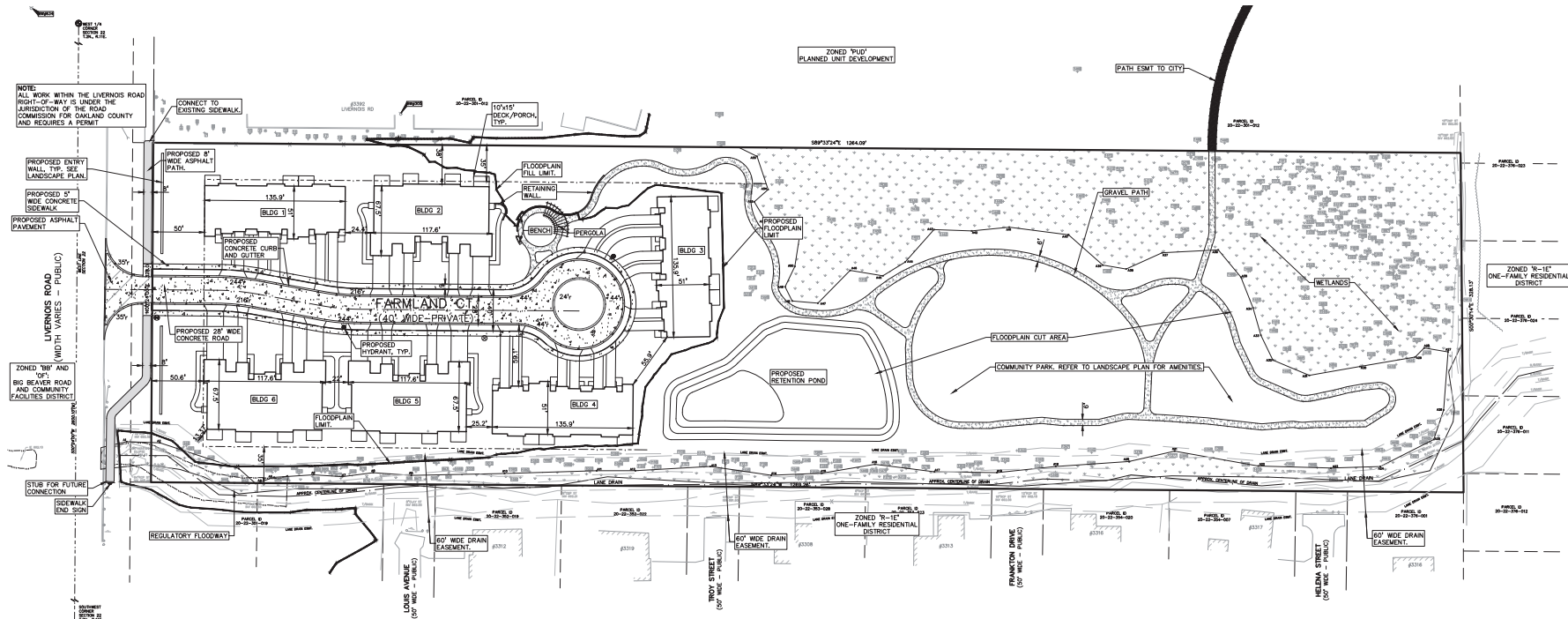
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SURVEY-EAST**

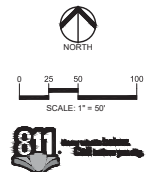
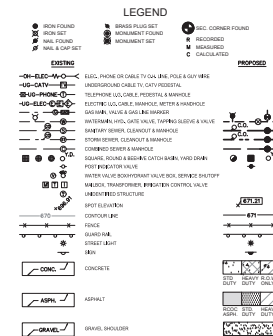
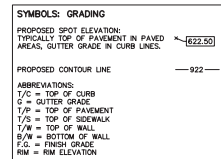
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P.M.	JBT
DN.	TMK
DES.	TMK
DRAWING NUMBER:	

DRAWING NUMBER:

NOT FOR CONSTRUCTION P-1.2

NOT FOR CONSTRUCTION P-2.0





CLIENT
**TABLEAU BY
MONDRIAN**
50215 SCHOENHERR
SHELBY TOWNSHIP, MI 48315

PROJECT TITLE
HOMESTEAD
3364 LIVERNOIS ROAD
TROY, MICHIGAN

REVISIONS

1		
2		
3		
4		
5		
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ORIGINAL ISSUE DATE:
APRIL 18, 2022

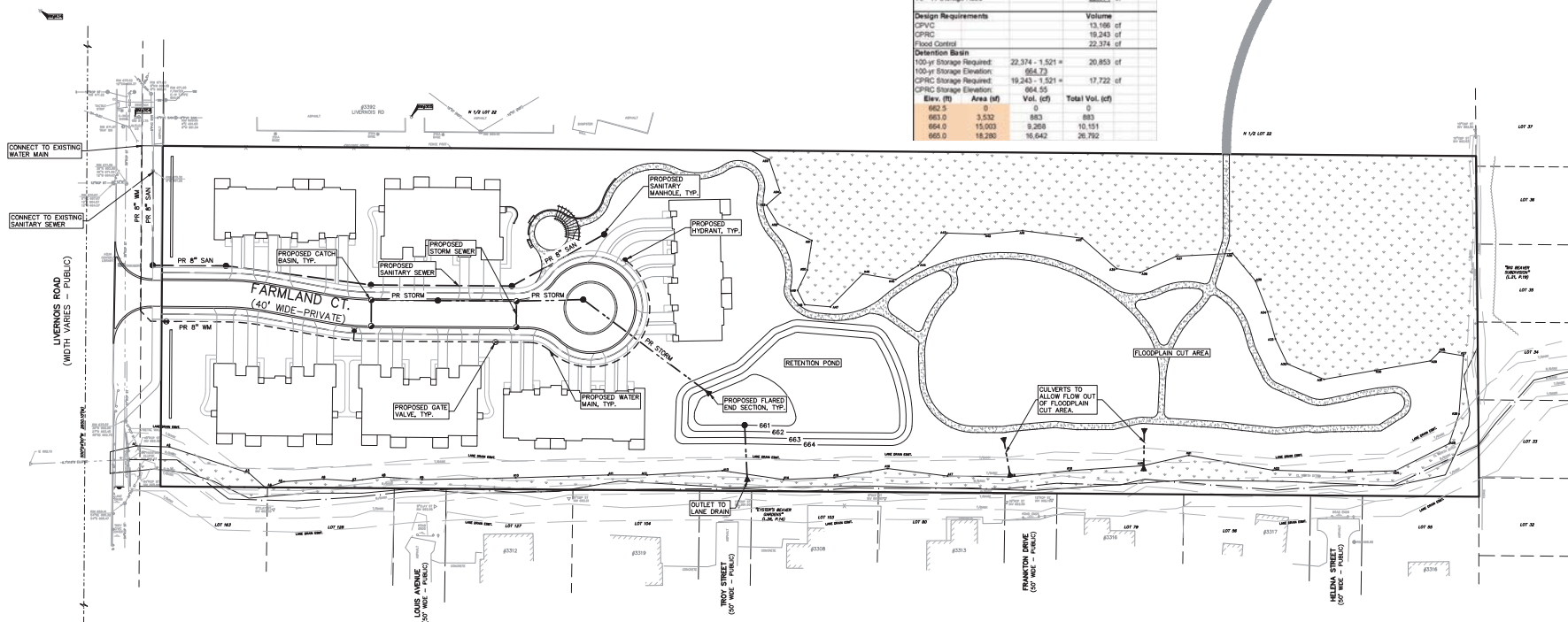
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APRIL 18, 2022

DRAWING TITLE
**PRELIMINARY
GRADING PLAN**

PEA JOB NO.	2021-0451
P.M.	JBT
DN.	TMK
DES.	TMK
DRAWING NUMBER:	

DRAWING NUMBER:

NOT FOR CONSTRUCTION P-3.0

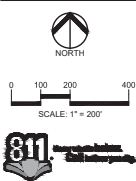
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PROJECT TITLE
HOMESTEAD
3984 LIVERNOIS ROAD
TROY, MICHIGAN

ORIGINAL ISSUE DATE:
APRIL 18, 2022

PEA JOB NO.	2021-0451
P.M.	JBT
DN.	TMK
DES.	TMK
DRAWING NUMBER:	

P-4.0



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PROJECT TITLE
HOMESTEAD
534 LIVERNOIS ROAD
TROY, MICHIGAN

REVISIONS

ORIGINAL ISSUE DATE:
APRIL 18, 2022

DRAWING TITLE
**PRELIMINARY
PATHWAY PLAN**

PEA JOB NO.	2021-0451
P.M.	JBT
D.N.	TMK
DES.	TMK

DRAWING NUMBER:

NOT FOR CONSTRUCTION **P-5.0**

KEY

- EXISTING TREE TAG TO REMAIN
- EXISTING TREE TAG TO BE REMOVED
- TREE PROTECTION FENCE

PEA GROUP
t. 844.813.2949
www.peagroup.com

811 

CAUTION!
CALL BEFORE YOU DIG. CALL 811 TO REPORT ANY UTILITIES. IT IS THE RESPONSIBILITY OF THE CALLER TO PROVIDE ACCURATE LOCATION INFORMATION. CALLING 811 DOES NOT GUARANTEE THE LOCATION OR DEPTH OF UTILITIES. CALLING 811 DOES NOT GUARANTEE THE LOCATION OR DEPTH OF UTILITIES. CALLING 811 DOES NOT GUARANTEE THE LOCATION OR DEPTH OF UTILITIES.

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5015 SCHOENHEIMER
SHELBY TOWNSHIP MI 48315

PROJECT TITLE
HOMESTEAD
334 LIVERNOIS ROAD
TROY MICHIGAN

REVISIONS

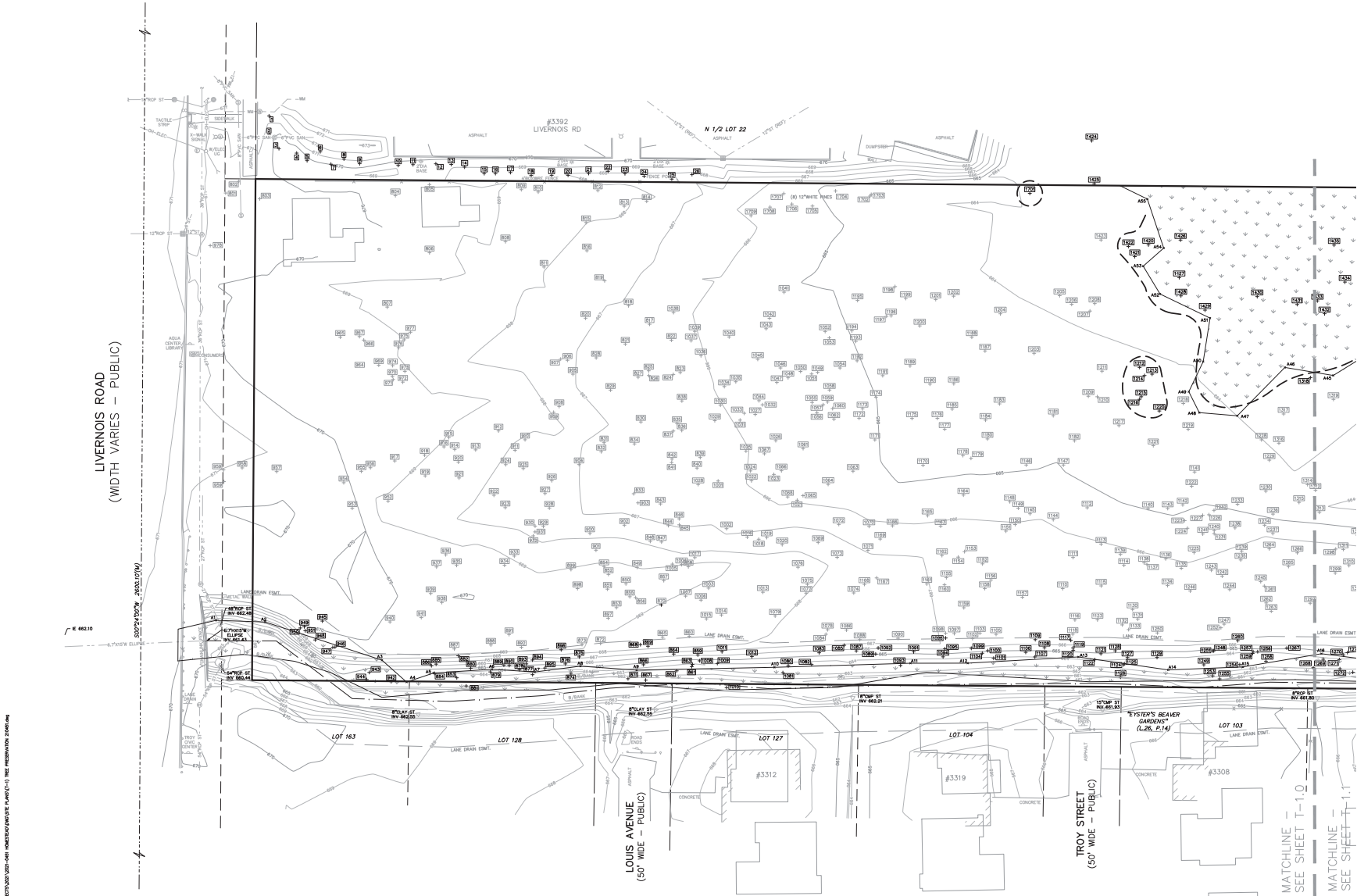
ORIGINAL ISSUE DATE:
APRIL 18, 2022

TREE PRESERVATION PLAN - WEST

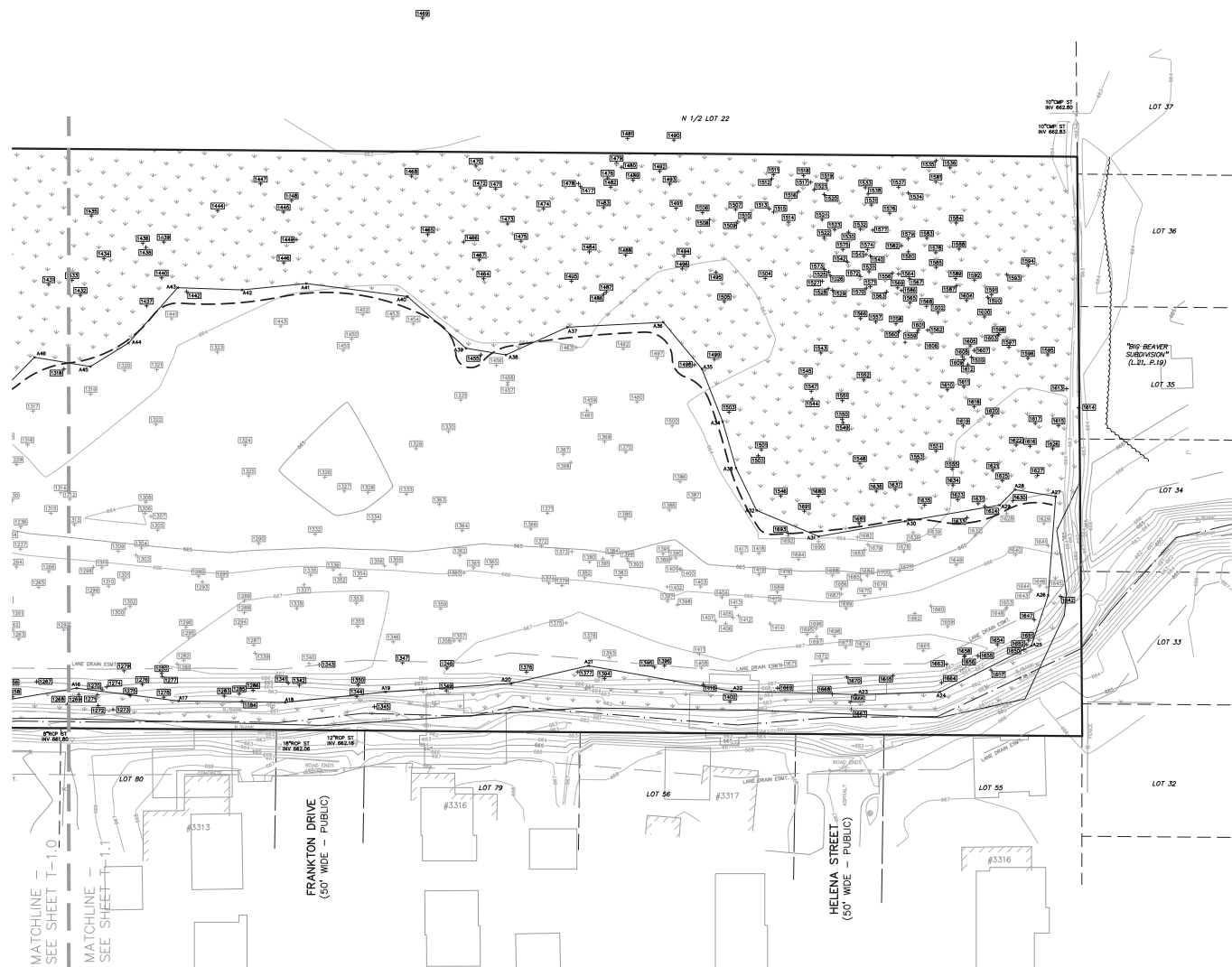
PEA JOB NO.	2021-0451
P.M.	JBT
D.N.	TMK
DES.	TMK

DRAWING NUMBER:
T-1.0

NOT FOR CONSTRUCTION



3/18/2022 10:00 AM - 10:00 AM HOMESTEAD PROJECT PLAN T-1.0 TREE PRESERVATION PLAN WEST



-  = EXISTING TREE / TAG TO REMAIN
-  = EXISTING TREE / TAG TO BE REMOVED
-  = TREE PROTECTION FENCE



CAUTION!!
THE LOCATIONS AND DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND DEPTHS.

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MONDRIAN**
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SHELBY TOWNSHIP, MI 48315

PROJECT TITLE
HOMESTEAD
3364 LIVERNOIS ROAD
TROY, MICHIGAN

REVISIONS

ORIGINAL ISSUE DATE:
APRIL 18, 2022

DRAWING TITLE

**TREE
PRESERVATION
PLAN - EAST**

PEA JOB NO.	2021-0451
P.M.	JBT
DN.	TMK
DES.	TMK
DRAWING NUMBER:	

DRAWING NUMBER:

NOT FOR CONSTRUCTION

T-1.1

TAG	CODE	DIRH	COMMON NAME	LATIN NAME	COND	COMMENTS	CLASS	SAVE / REMOVE	ON-SITE	REPLACE
1001	SM	7	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1002	SM	11	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1003	SM	11	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1004	SM	7	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1005	SM	12	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1006	SM	16	Black Willow	Salix nigra	Fair		INVASIVE	R	Y	-
1008	SM	8	Silver Maple	Acer saccharum	Good		INVASIVE	S	Y	-
1009	SM	7	Silver Maple	Acer saccharum	Fair		INVASIVE	S	Y	-
1010	SM	12	Silver Maple	Acer saccharum	Good		INVASIVE	S	Y	-
1011	SM	10	Silver Maple	Acer saccharum	Fair		INVASIVE	S	Y	-
1012	SM	13	Silver Maple	Acer saccharum	Good		INVASIVE	S	Y	-
1013	SM	15	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1014	SM	11	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1016	SM	10	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1017	SM	7	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1018	SM	17	Black Willow	Salix nigra	Fair		INVASIVE	R	Y	-
1019	SM	8	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1020	SM	12	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1021	SM	15	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1022	SM	18	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1023	E	6	American Elm	Ulmus americana	Good		INVASIVE	R	Y	-
1024	EX	6	Box elder	Acer negundo	Very Poor		INVASIVE	R	Y	-
1025	EX	6	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
1026	SM	19	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1027	SM	26	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1028	SM	18	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
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1030	SM	12	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1031	SM	7	Silver Maple	Acer saccharum	Poor		INVASIVE	R	Y	-
1032	SM	11	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1033	SM	15	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1034	E	12	American Elm	Ulmus americana	Fair		INVASIVE	R	Y	-
1035	SM	14	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1036	EX	6	Box elder	Acer negundo	Very Poor		INVASIVE	R	Y	-
1037	SM	12	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1038	SM	28	White Mulberry	Morus alba	Poor		INVASIVE	R	Y	-
1039	EX	10	Box elder	Acer negundo	Poor		INVASIVE	R	Y	-
1040	EX	6	Box elder	Acer negundo	Poor		INVASIVE	R	Y	-
1041	IN	8	Rh. Cherry	Prunus pennsylvanica	Poor		MODERATE	R	Y	-
1042	SM	10	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1043	EX	6	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
1044	SM	8	White Mulberry	Morus alba	Fair		INVASIVE	R	Y	-
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1069	EX	10	Box elder	Acer negundo	Very Poor		INVASIVE	R	Y	-
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1071	EX	12	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
1072	SM	11	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1073	EX	8	Box elder	Acer negundo	Poor		INVASIVE	R	Y	-
1074	SM	7	White Mulberry	Morus alba	Good		INVASIVE	R	Y	-
1075	SM	17	Black Willow	Salix nigra	Fair		INVASIVE	R	Y	-
1076	SM	12	Black Willow	Salix nigra	Very Poor		INVASIVE	R	Y	-
1077	SM	16	Black Willow	Salix nigra	Poor		INVASIVE	R	Y	-
1078	IN	8	Rh. Cherry	Prunus pennsylvanica	Fair		MODERATE	R	Y	REPLACE
1079	SM	15	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1080	CT	23	Cottonwood	Populus deltoides	Fair		INVASIVE	S	Y	-
1081	SM	8	Silver Maple	Acer saccharum	Fair		INVASIVE	S	Y	-
1082	SM	9	Silver Maple	Acer saccharum	Good		INVASIVE	S	Y	-
1083	SM	14	Silver Maple	Acer saccharum	Good		INVASIVE	S	Y	-
1084	SM	8	New-york Maple	Acer glabrum	Good		INVASIVE	S	Y	-
1085	SM	9	Silver Maple	Acer saccharum	Fair		INVASIVE	S	Y	-
1086	SM	16	Silver Maple	Acer saccharum	Good		INVASIVE	S	Y	-
1087	CT	13	Cottonwood	Populus deltoides	Good		INVASIVE	S	Y	REPLACE
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1100	SM	11	Silver Maple	Acer saccharum	Good		INVASIVE	S	Y	-

1101	SM	9	Silver Maple	Acer saccharum	Good		INVASIVE	S	Y	-
1102	SM	13	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1103	EX	6	Box elder	Acer negundo	Poor		INVASIVE	R	Y	-
1104	EW20	20	Black Willow	Salix nigra	Fair		INVASIVE	S	Y	-
1105	E	16	American Elm	Ulmus americana	Fair		INVASIVE	R	Y	-
1106	EX	6	Box elder	Acer negundo	Poor		INVASIVE	R	Y	-
1107	SM	11	Silver Maple	Acer saccharum	Good		INVASIVE	S	Y	-
1108	SM	18	Silver Maple	Acer saccharum	Good		INVASIVE	S	Y	-
1109	SM	15	Silver Maple	Acer saccharum	Good		INVASIVE	S	Y	-
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1111	EX	17	Stewart Elm	Ulmus pumila	Fair		INVASIVE	R	Y	-
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1113	EW20	20	Black Willow	Salix nigra	Fair		INVASIVE	R	Y	-
1114	EX	11	Box elder	Acer negundo	Poor		INVASIVE	R	Y	-
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1116	SM	16	Black Willow	Salix nigra	Fair		INVASIVE	R	Y	-
1117	EX	9	Box elder	Acer negundo	Fair		INVASIVE	S	Y	-
1118	EX	9	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
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1120	SM	9	Silver Maple	Acer saccharum	Fair		INVASIVE	S	Y	-
1121	EW20	14	Black Willow	Salix nigra	Fair		INVASIVE	S	Y	-
1122	SM	8	Silver Maple	Acer saccharum	Fair		INVASIVE	S	Y	-
1123	SM	16	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1124	SM	9	Silver Maple	Acer saccharum	Fair		INVASIVE	S	Y	-
1125	SM	9	Silver Maple	Acer saccharum	Fair		INVASIVE	S	Y	-
1126	SM	12	Silver Maple	Acer saccharum	Good		INVASIVE	S	Y	-
1127	SM	7	Silver Maple	Acer saccharum	Fair	x1	INVASIVE	S	Y	-
1128	EX	17	Stewart Elm	Ulmus pumila	Good		INVASIVE	S	Y	-
1129	CT	23	Cottonwood	Populus deltoides	Good		INVASIVE	S	Y	-
1130	EW20	14	Black Willow	Salix nigra	Fair		INVASIVE	R	Y	-
1131	EX	7	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
1132	EX	6	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
1133	SM	14	Black Willow	Salix nigra	Fair		INVASIVE	R	Y	-
1134	EW20	13	Black Willow	Salix nigra	Very Poor	dead	INVASIVE	R	Y	-
1135	SM	11	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
1136	SM	13	Black Willow	Salix nigra	Fair		INVASIVE	R	Y	-
1137	EW20	17	Black Willow	Salix nigra	Poor		INVASIVE	R	Y	-
1138	SM	13	Black Willow	Salix nigra	Very Poor	dead	INVASIVE	R	Y	-
1139	EW20	18	Black Willow	Salix nigra	Fair	x1	INVASIVE	R	Y	-
1140	SM	13	Silver Maple	Acer saccharum	Fair	x1	INVASIVE	R	Y	-
1141	EW20	18	Black Willow	Salix nigra	Fair		INVASIVE	R	Y	-
1142	EW20	16	Black Willow	Salix nigra	Fair		INVASIVE	R	Y	-
1143	SM	8	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
1144	EX	16	Box elder	Acer negundo	Good		INVASIVE	R	Y	-
1145	EW20	14	Black Willow	Salix nigra	Fair	x2	INVASIVE	R	Y	-
1146	SM	17	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
1147	GA	5	Green Ash	Fraxinus pennsylvanica	Fair		INVASIVE	R	Y	-
1148	EX	7	Box elder	Acer negundo	Poor		INVASIVE	R	Y	-
1149	SM	9	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1150	EW	12	Stewart Elm	Ulmus pumila	Fair		INVASIVE	R	Y	-
1151	EW20	19	Black Willow	Salix nigra	Fair	x3	INVASIVE	R	Y	-
1152	SM	10	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1153	SM	8	Silver Maple	Acer saccharum	Poor		INVASIVE	R	Y	-
1154	E	16	Stewart Elm	Ulmus pumila	Fair		INVASIVE	R	Y	-
1155	E	26	Stewart Elm	Ulmus pumila	Good		INVASIVE	R	Y	-
1156	EX	12	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
1157	EW20	17	Black Willow	Salix nigra	Fair	x1	INVASIVE	R	Y	-
1158	EX	7	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
1159	EX	9	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
1160	MM	6	White Mulberry	Morus alba	Fair		INVASIVE	R	Y	-
1161	EX	6	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
1162	MM	6	White Mulberry	Morus alba	Fair		INVASIVE	R	Y	-
1163	EX	7	Box elder	Acer negundo	Very Poor		INVASIVE	R	Y	-
1164	NH	8	Norway Maple	Acer platanoides	Good		INVASIVE	R	Y	-
1165	SM	12	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1166	EX	7	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
1167	EX	9	Box elder	Acer negundo	Good		INVASIVE	R	Y	-
1168	EX	23	Box elder	Acer negundo	Poor		INVASIVE	R	Y	-
1169	SM	16	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1170	EX	25	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
1171	SM	20	Silver Maple	Acer saccharum	Fair	x1	INVASIVE	R	Y	-
1172	SM	9	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1173	SM	7	American Elm	Ulmus americana	Good		INVASIVE	R	Y	-
1174	SM	22	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1175	SM	13	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1176	SM	11	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1177	SM	10	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1178	SM	6	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1179	EX	11	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
1180	EW	13	Black Walnut	Juglans nigra	Good		WOOLAND	R	Y	REPLACE
1181	E	6	American Elm	Ulmus americana	Good		INVASIVE	R	Y	-
1182	EX	13	Stewart Elm	Ulmus pumila	Fair		INVASIVE	R	Y	-
1183	SM	17	Silver Maple	Acer saccharum	Good	x3	INVASIVE	R	Y	-
1184	SM	12	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1185	SM	20	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1186	SM	16	Silver Maple	Acer saccharum	Good	x3	INVASIVE	R	Y	-
1187	HK	13	Hawthorn	Celtis occidentalis	Good		LANEMARK	R	Y	REPLACE
1188	SM	8	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1189	SM	11	Silver Maple	Acer saccharum	Fair	x2	INVASIVE	R	Y	-
1190	SM	5	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1191	SM	13	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1192	SM	20	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1193	SM	11	Silver Maple	Acer saccharum	Good	x1	INVASIVE	R	Y	-
1194	SM	12	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1195	EX	11	Box elder	Acer negundo	Very Poor		INVASIVE	R	Y	-
1196	SM	16	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1197	E	13	American Elm	Ulmus americana	Poor		INVASIVE	R	Y	-
1198	SM	41	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1199	SM	13	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1200	SM	17	Silver Maple	Acer saccharum	Good	x1	INVASIVE	R	Y	-

1301	BWA	11	Black Willow	Sale-nrga	Poor	INVAIVE	R	Y	-
1302	BWA	11	Black Willow	Sale-nrga	Poor	INVAIVE	R	Y	-
1303	BWA	16	Black Willow	Sale-nrga	Poor	INVAIVE	R	Y	-
1304	BK	6	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1305	BK	6	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1306	SM	10	Silver Maple	Acer-saccharinum	Good	INVAIVE	R	Y	-
1307	SM	18	Silver Maple	Acer-saccharinum	Good	INVAIVE	R	Y	-
1308	BWA	13	Black Willow	Sale-nrga	Poor	INVAIVE	R	Y	-
1309	BWA	13	Black Willow	Sale-nrga	Poor	INVAIVE	R	Y	-
1310	BWA	14	Black Willow	Sale-nrga	Far	INVAIVE	R	Y	-
1311	BM	12	Black Walnut	Juglans-nrga	Good	WOODLAND	R	Y	-
1312	BM	12	Black Walnut	Juglans-nrga	Good	WOODLAND	R	Y	-
1313	BWA	16	Black Willow	Sale-nrga	Far	INVAIVE	R	Y	-
1314	SM	12	Silver Maple	Acer-saccharinum	Far	INVAIVE	R	Y	-
1315	SM	9	Silver Maple	Acer-saccharinum	Very Poor	INVAIVE	R	Y	-
1316	E	9	American Elm	Ulmus-americana	Far	INVAIVE	R	Y	-
1317	BW	12	Black Walnut	Juglans-nrga	Good	WOODLAND	R	Y	-
1318	GA	9	Green Ash	Fraxinus-pennsylvanica	Poor	INVAIVE	S	Y	-
1319	MA	9	White Mulberry	Morus-alba	Far	INVAIVE	R	Y	-
1320	E	12	American Elm	Ulmus-americana	Far	INVAIVE	R	Y	-
1321	BW	12	Black Walnut	Juglans-nrga	Good	WOODLAND	R	Y	-
1322	E	7	American Elm	Ulmus-americana	Far	INVAIVE	R	Y	-
1323	E	12	American Elm	Ulmus-americana	Good	INVAIVE	R	Y	-
1324	BW	11	Black Walnut	Juglans-nrga	Good	WOODLAND	R	Y	-
1325	BK	12	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1326	BM	7	Black Walnut	Juglans-nrga	Good	WOODLAND	R	Y	-
1327	BK	12	Box elder	Acer-negundo	Poor	INVAIVE	R	Y	-
1328	BK	10	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1329	BM	9	Silver Maple	Acer-saccharinum	Very Poor	INVAIVE	R	Y	-
1330	BW	12	Black Walnut	Juglans-nrga	Good	WOODLAND	R	Y	-
1331	BW	12	Black Walnut	Juglans-nrga	Good	WOODLAND	R	Y	-
1332	BWA	10	Black Willow	Sale-nrga	Far	INVAIVE	R	Y	-
1333	BK	9	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1334	BW	9	Black Walnut	Juglans-nrga	Good	WOODLAND	R	Y	-
1335	BW	16	Black Willow	Sale-nrga	Far	INVAIVE	R	Y	-
1336	BM	12	Black Walnut	Juglans-nrga	Good	WOODLAND	R	Y	-
1337	BK	10	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1338	BK	12	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1339	BK	12	Box elder	Acer-negundo	Very Poor	INVAIVE	R	Y	-
1340	BW	8	Black Walnut	Juglans-nrga	Far	WOODLAND	R	Y	-
1341	SM	11	Silver Maple	Acer-saccharinum	Good	INVAIVE	S	Y	-
1342	SM	14	Silver Maple	Acer-saccharinum	Good	INVAIVE	S	Y	-
1343	BM	7	Box elder	Acer-negundo	Very Poor	INVAIVE	R	Y	-
1344	SM	12	Silver Maple	Acer-saccharinum	Good	INVAIVE	S	Y	-
1345	SM	7	Silver Maple	Acer-saccharinum	Good	INVAIVE	S	Y	-
1346	BM	16	Black Walnut	Juglans-nrga	Good	WOODLAND	R	Y	-
1347	BK	10	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1348	BK	14	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1349	SM	7	Silver Maple	Acer-saccharinum	Good	INVAIVE	S	Y	-
1350	BK	7	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1351	BWA	14	Black Willow	Sale-nrga	Poor	INVAIVE	R	Y	-
1352	BWA	18	Black Willow	Sale-nrga	Poor	INVAIVE	R	Y	-
1353	BK	11	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1354	BWA	15	Black Willow	Sale-nrga	Far	INVAIVE	R	Y	-
1355	BK	11	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1356	BWA	13	Black Willow	Sale-nrga	Poor	INVAIVE	R	Y	-
1357	BW	6	Black Walnut	Juglans-nrga	Good	WOODLAND	R	Y	-
1358	BK	9	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1359	BW	9	Black Walnut	Juglans-nrga	Good	WOODLAND	R	Y	-
1360	BWA	18	Black Willow	Sale-nrga	Far	INVAIVE	R	Y	-
1361	BWA	10	Black Willow	Sale-nrga	Poor	INVAIVE	R	Y	-
1362	BWA	12	Black Willow	Sale-nrga	Poor	INVAIVE	R	Y	-
1363	BM	8	Box elder	Acer-negundo	Poor	INVAIVE	R	Y	-
1364	BM	8	Black Walnut	Juglans-nrga	Good	WOODLAND	R	Y	-
1365	BWA	15	Black Willow	Sale-nrga	Poor	INVAIVE	R	Y	-
1366	BM	14	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1367	GA	9	Green Ash	Fraxinus-pennsylvanica	Far	INVAIVE	R	Y	-
1368	BK	22	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1369	GA	9	Green Ash	Fraxinus-pennsylvanica	Far	INVAIVE	R	Y	-
1370	BW	11	Black Walnut	Juglans-nrga	Good	WOODLAND	R	Y	-
1371	BW	10	Black Walnut	Juglans-nrga	Good	WOODLAND	R	Y	-
1372	BWA	18	Black Willow	Sale-nrga	Poor	INVAIVE	R	Y	-
1373	BM	11	Black Walnut	Juglans-nrga	Good	WOODLAND	R	Y	-
1374	BW	11	Black Walnut	Juglans-nrga	Poor	WOODLAND	R	Y	-
1375	BK	17	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1376	BK	15	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1377	BK	11	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1378	BK	11	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1379	BW	9	Black Walnut	Juglans-nrga	Good	WOODLAND	R	Y	-
1380	BWA	21	Black Willow	Sale-nrga	Poor	INVAIVE	R	Y	-
1381	BW	11	Black Walnut	Juglans-nrga	Very Poor	WOODLAND	R	Y	-
1382	BWA	13	Black Willow	Sale-nrga	Poor	INVAIVE	R	Y	-
1383	BM	7	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1384	BW	12	Black Walnut	Juglans-nrga	Poor	WOODLAND	R	Y	-
1385	BK	7	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1386	BW	10	Black Walnut	Juglans-nrga	Far	WOODLAND	R	Y	-
1387	BW	7	Black Walnut	Juglans-nrga	Far	WOODLAND	R	Y	-
1388	BM	9	Black Walnut	Juglans-nrga	Far	WOODLAND	R	Y	-
1389	BWA	9	Black Willow	Sale-nrga	Poor	INVAIVE	R	Y	-
1390	BK	8	Box elder	Acer-negundo	Poor	INVAIVE	R	Y	-
1391	BK	10	Box elder	Acer-negundo	Poor	INVAIVE	R	Y	-
1392	BWA	17	Black Willow	Sale-nrga	Far	INVAIVE	R	Y	-
1393	E	10	American Elm	Ulmus-americana	Good	INVAIVE	R	Y	-
1394	BK	9	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1395	BK	15	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1396	BK	13	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1397	E	10	American Elm	Ulmus-americana	Very Poor	INVAIVE	R	Y	-
1398	BK	7	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1399	BWA	9	Black Willow	Sale-nrga	Poor	INVAIVE	R	Y	-
1400	BWA	10	Black Willow	Sale-nrga	Poor	INVAIVE	R	Y	-

1401	BWA	13	Black Willow	Sale-nrga	Far	INVAIVE	R	Y	-
1402	BWA	16	Black Willow	Sale-nrga	Poor	INVAIVE	R	Y	-
1403	BK	11	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1404	BK	7	Box elder	Acer-negundo	Poor	INVAIVE	R	Y	-
1405	BWA	13	Black Willow	Sale-nrga	Poor	INVAIVE	R	Y	-
1406	BK	8	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1407	BK	9	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1408	BW	7	Black Walnut	Juglans-nrga	Good	WOODLAND	R	Y	-
1409	SM	13	Silver Maple	Acer-saccharum	Good	INVAIVE	S	Y	-
1410	E	7	American Elm	Ulmus-americana	Good	INVAIVE	S	Y	-
1411	BW	7	Black Walnut	Juglans-nrga	Good	WOODLAND	R	Y	-
1412	BK	7	Box elder	Acer-negundo	Poor	INVAIVE	R	Y	-
1413	BWA	16	Black Willow	Sale-nrga	Far	INVAIVE	R	Y	-
1414	BK	8	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1415	BWA	17	Black Willow	Sale-nrga	Far	INVAIVE	R	Y	-
1416	BM	8	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1417	BWA	14	Black Willow	Sale-nrga	Far	INVAIVE	R	Y	-
1418	BWA	15	Black Willow	Sale-nrga	Far	INVAIVE	R	Y	-
1419	BWA	16	Black Willow	Sale-nrga	Far	INVAIVE	R	Y	-
1420	BK	5	Box elder	Acer-negundo	Far	INVAIVE	S	Y	-
1421	BK	10	Box elder	Acer-negundo	Far	INVAIVE	S	Y	-
1422	BK	9	Box elder	Acer-negundo	Far	INVAIVE	S	Y	-
1423	BM	13	Black Walnut	Juglans-nrga	Good	WOODLAND	R	Y	-
1424	BK	14	Box elder	Acer-negundo	Far	INVAIVE	S	N	-
1425	BK	18	Box elder	Acer-negundo	Far	INVAIVE	S	N	-
1426	BM	15	Box elder	Acer-negundo	Far	INVAIVE	S	Y	-
1427	BM	23	Silver Maple	Acer-saccharum	Far	INVAIVE	S	Y	-
1428	BW	8	Black Walnut	Juglans-nrga	Good	WOODLAND	R	Y	-
1429	BK	7	Box elder	Acer-negundo	Poor	INVAIVE	S	Y	-
1430	SM	8	Silver Maple	Acer-saccharum	Far	INVAIVE	S	Y	-
1431	E	15	American Elm	Ulmus-americana	Good	INVAIVE	S	Y	-
1432	GA	8	Green Ash	Fraxina pennsylvanica	Far	INVAIVE	S	Y	-
1433	E	9	American Elm	Ulmus-americana	Good	INVAIVE	S	Y	-
1434	E	7	American Elm	Ulmus-americana	Good	INVAIVE	S	Y	-
1435	BK	6	Box elder	Acer-negundo	Very Poor	INVAIVE	S	Y	-
1436	E	7	American Elm	Ulmus-americana	Good	INVAIVE	S	Y	-
1437	CT	15	Cottonwood	Populus deltoides	Good	INVAIVE	S	Y	-
1438	SM	17	Silver Maple	Acer-saccharum	Good	INVAIVE	S	Y	-
1439	SM	16	Silver Maple	Acer-saccharum	Good	INVAIVE	S	Y	-
1440	BW	7	Black Walnut	Juglans-nrga	Good	WOODLAND	R	Y	-
1441	BW	7	Black Walnut	Juglans-nrga	Good	WOODLAND	R	Y	-
1442	SM	11	Silver Maple	Acer-saccharum	Good	INVAIVE	S	Y	-
1443	BM	16	Black Walnut	Juglans-nrga	Good	WOODLAND	R	Y	-
1444	SM	35	Silver Maple	Acer-saccharum	Good	INVAIVE	S	Y	-
1445	E	13	American Elm	Ulmus-americana	Good	INVAIVE	S	Y	-
1446	E	16	American Elm	Ulmus-americana	Very Poor	INVAIVE	S	Y	-
1447	BM	14	Black Walnut	Acer-saccharum	Good	INVAIVE	S	Y	-
1448	BK	6	Box elder	Acer-negundo	Far	INVAIVE	S	Y	-
1449	SM	13	Silver Maple	Acer-saccharum	Good	INVAIVE	S	Y	-
1450	BM	8	Black Walnut	Juglans-nrga	Good	WOODLAND	R	Y	-
1451	TH	2	Thornapple/lethore	Coccyzus-ssp.	Far	INVAIVE	R	Y	-
1452	SM	29	Silver Maple	Acer-saccharum	Good	INVAIVE	R	Y	-
1453	GA	9	Green Ash	Fraxinus pennsylvanica	Good	INVAIVE	R	Y	-
1454	GA	9	Green Ash	Fraxinus pennsylvanica	Good	INVAIVE	R	Y	-
1455	BW	15	Black Walnut	Juglans-nrga	Far	WOODLAND	S	Y	-
1456	SM	13	Silver Maple	Acer-saccharum	Good	INVAIVE	R	Y	-
1457	BW	12	Black Walnut	Juglans-nrga	Far	WOODLAND	R	Y	-
1458	BW	6	Black Walnut	Juglans-nrga	Far	WOODLAND	R	Y	-
1459	GA	8	Green Ash	Fraxinus pennsylvanica	Poor	INVAIVE	R	Y	-
1460	BW	10	Black Walnut	Juglans-nrga	Good	WOODLAND	R	Y	-
1461	BW	12	Black Walnut	Juglans-nrga	Good	WOODLAND	R	Y	-
1462	BW	8	Black Walnut	Juglans-nrga	Far	WOODLAND	R	Y	-
1463	BM	12	Black Walnut	Juglans-nrga	Good	WOODLAND	R	Y	-
1464	SM	12	Silver Maple	Acer-saccharum	Good	INVAIVE	S	Y	-
1465	SM	18	Silver Maple	Acer-saccharum	Good	INVAIVE	S	Y	-
1466	SM	19	Silver Maple	Acer-saccharum	Far	INVAIVE	S	Y	-
1467	SM	5	Silver Maple	Acer-saccharum	Far	INVAIVE	S	Y	-
1468	E	12	American Elm	Ulmus-americana	Far	INVAIVE	S	Y	-
1469	SM	7	Silver Maple	Acer-saccharum	Far	INVAIVE	S	Y	-
1470	SM	21	Silver Maple	Acer-saccharum	Good	INVAIVE	S	Y	-
1471	SM	10	Silver Maple	Acer-saccharum	Good	INVAIVE	S	Y	-
1472	SM	13	Silver Maple	Acer-saccharum	Good	INVAIVE	S	Y	-
1473	SM	20	Silver Maple	Acer-saccharum	Good	INVAIVE	S	Y	-
1474	E	13	American Elm	Ulmus-americana	Far	INVAIVE	S	Y	-
1475	SM	10	Silver Maple	Acer-saccharum	Far	INVAIVE	S	Y	-
1476	SM	12	Silver Maple	Acer-saccharum	Good	INVAIVE	S	Y	-
1477	SM	10	Silver Maple	Acer-saccharum	Good	INVAIVE	S	Y	-
1478	SM	19	Silver Maple	Acer-saccharum	Good	INVAIVE	S	Y	-
1479	SM	16	Silver Maple	Acer-saccharum	Good	INVAIVE	S	Y	-
1480	SM	22	Silver Maple	Acer-saccharum	Good	INVAIVE	S	Y	-
1481	E	8	American Elm	Ulmus-americana	Far	INVAIVE	S	N	-
1482	SM	15	Silver Maple	Acer-saccharum	Good	INVAIVE	S	Y	-
1483	SM	12	Silver Maple	Acer-saccharum	Good	INVAIVE	S	Y	-
1484	SM	11	Silver Maple	Acer-saccharum	Good	INVAIVE	S	Y	-
1485	GA	8	Green Ash	Fraxina pennsylvanica	Far	INVAIVE	S	Y	-
1486	SM	12	Silver Maple	Acer-saccharum	Good	INVAIVE	S	Y	-
1487	SM	12	Silver Maple	Acer-saccharum	Good	INVAIVE	S	Y	-
1488	SM	14	Silver Maple	Acer-saccharum	Good	INVAIVE	S	Y	-
1489	SM	15	Silver Maple	Acer-saccharum	Good	INVAIVE	S	Y	-
1490	SM	17	Silver Maple	Acer-saccharum	Good	INVAIVE	S	N	-
1491	SM	24	Silver Maple	Acer-saccharum	Good	INVAIVE	S	Y	-
1492	E	13	American Elm	Ulmus-americana	Good	INVAIVE	S	Y	-
1493	SM	10	Silver Maple	Acer-saccharum	Good	INVAIVE	S	Y	-
1494	GA	7	Green Ash	Fraxina pennsylvanica	Far	INVAIVE	S	Y	-
1495	GA	9	Green Ash	Fraxina pennsylvanica	Far	INVAIVE	S	Y	-
1496	GA	9	Green Ash	Fraxina pennsylvanica	Far	INVAIVE	S	Y	-
1497	BW	12	Black Walnut	Juglans-nrga	Good	WOODLAND	R	Y	-
1498	BW	8	Black Walnut	Juglans-nrga	Good	WOODLAND	R	Y	-
1499	SM	10	Silver Maple	Acer-saccharum	Good	INVAIVE	R	Y	-
1500	SM	10	Silver Maple	Acer-saccharum	Good	INVAIVE	R	Y	-

1501	SM	12	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1502	SM	8	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1503	BW	7	Black Walnut	Juglans nigra	Good	WOODLAND	S	Y	-
1504	GA	7	Green Ash	Fraxinus pennsylvanica	Poor	INVASIVE	S	Y	-
1505	GA	8	Green Ash	Fraxinus pennsylvanica	Good	INVASIVE	S	Y	-
1506	SM	9	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1507	E	8	American Elm	Ulmus americana	Fair	INVASIVE	S	Y	-
1508	SM	13	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1509	E	8	American Elm	Ulmus americana	Good	INVASIVE	S	Y	-
1510	BM	12	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1511	E	8	American Elm	Ulmus americana	Fair	INVASIVE	S	Y	-
1512	SM	19	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1513	E	9	American Elm	Ulmus americana	Good	INVASIVE	S	Y	-
1514	E	8	American Elm	Ulmus americana	Fair	INVASIVE	S	Y	-
1515	SM	12	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1516	E	10	American Elm	Ulmus americana	Fair	INVASIVE	S	Y	-
1517	SM	17	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1518	SM	7	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1519	SM	11	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1520	SM	6	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1521	SM	6	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1522	SM	13	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1523	BM	13	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1524	SM	7	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1525	SM	12	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1526	SM	9	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1527	BM	9	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1528	SM	10	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1529	SM	12	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1530	BM	7	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1531	SM	17	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1532	E	10	American Elm	Ulmus americana	Poor	INVASIVE	S	Y	-
1533	E	10	American Elm	Ulmus americana	Poor	INVASIVE	S	Y	-
1534	SM	16	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1535	SM	23	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1536	E	12	American Elm	Ulmus americana	Fair	INVASIVE	S	Y	-
1537	E	6	American Elm	Ulmus americana	Good	INVASIVE	S	Y	-
1538	SM	12	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1539	SM	10	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1540	SM	12	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1541	SM	8	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1542	SM	7	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1543	BW	8	Black Walnut	Juglans nigra	Good	WOODLAND	S	Y	-
1544	GA	8	Green Ash	Fraxinus pennsylvanica	Fair	INVASIVE	S	Y	-
1545	E	8	American Elm	Ulmus americana	Fair	INVASIVE	S	Y	-
1546	SM	15	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1547	SM	8	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1548	SM	20	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1549	SM	13	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1550	SM	8	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1551	SM	21	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1552	SM	9	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1553	E	8	American Elm	Ulmus americana	Good	INVASIVE	S	Y	-
1554	SM	9	Silver Maple	Acer saccharum	Fair	INVASIVE	S	Y	-
1555	E	8	American Elm	Ulmus americana	Good	INVASIVE	S	Y	-
1556	SM	13	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1557	SM	12	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1558	SM	7	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1559	SM	7	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1560	SM	8	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1561	SM	7	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1562	SM	12	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1563	SM	9	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1564	SM	6	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1565	SM	8	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1566	SM	18	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1567	SM	6	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1568	SM	6	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1569	OT	28	Cornus od.	Opulus latifolia	Poor	INVASIVE	S	Y	-
1570	SM	7	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1571	SM	7	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1572	SM	14	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1573	SM	9	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1574	SM	8	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1575	SM	6	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1576	E	6	American Elm	Ulmus americana	Fair	INVASIVE	S	Y	-
1577	SM	15	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1578	SM	13	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1579	SM	7	Silver Maple	Acer saccharum	Fair	INVASIVE	S	Y	-
1580	SM	16	Silver Maple	Acer saccharum	Fair	INVASIVE	S	Y	-
1581	E	6	American Elm	Ulmus americana	Fair	INVASIVE	S	Y	-
1582	SM	7	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1583	SM	15	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1584	SM	15	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1585	SM	6	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1586	SM	6	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1587	SM	15	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1588	SM	15	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1589	SM	22	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1590	SM	8	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1591	SM	20	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1592	SM	15	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1593	SM	6	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1594	BM	15	Box elder	Acer negundo	Fair	INVASIVE	S	Y	-
1595	BM	14	Box elder	Acer negundo	Fair	INVASIVE	S	Y	-
1596	SM	26	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1597	SM	7	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1598	E	9	American Elm	Ulmus americana	Fair	INVASIVE	S	Y	-
1599	SM	24	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1600	SM	15	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-

1601	SM	12	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1602	SM	11	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1603	SM	10	Silver Maple	Acer saccharum	Good	x1	INVASIVE	S	Y
1604	SM	11	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1605	SM	13	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1606	SM	13	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1607	SM	8	Silver Maple	Acer saccharum	Fair	INVASIVE	S	Y	-
1608	SM	12	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1609	SM	18	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1610	SM	13	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1611	SM	8	Silver Maple	Acer saccharum	Fair	INVASIVE	S	Y	-
1612	SM	15	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1613	BWW	18	Black Willow	Salix nigra	Fair	INVASIVE	S	Y	-
1614	BWW	24	Black Willow	Salix nigra	Fair	INVASIVE	S	Y	-
1615	BM	12	Box elder	Acer negundo	Very Poor	INVASIVE	S	Y	-
1616	BM	13	Box elder	Acer negundo	Poor	INVASIVE	S	Y	-
1617	BM	16	Box elder	Acer negundo	Poor	INVASIVE	S	Y	-
1618	E	6	American Elm	Ulmus americana	Fair	INVASIVE	S	Y	-
1619	E	10	American Elm	Ulmus americana	Fair	INVASIVE	S	Y	-
1620	E	8	American Elm	Ulmus americana	Fair	INVASIVE	S	Y	-
1621	E	7	American Elm	Ulmus americana	Fair	INVASIVE	S	Y	-
1622	E	8	American Elm	Ulmus americana	Fair	INVASIVE	S	Y	-
1623	E	16	American Elm	Ulmus americana	Fair	INVASIVE	S	Y	-
1624	BWW	18	Black Willow	Salix nigra	Fair	INVASIVE	S	Y	-
1625	BM	15	Box elder	Acer negundo	Very Poor	INVASIVE	S	Y	-
1626	BM	10	Box elder	Acer negundo	Fair	INVASIVE	S	Y	-
1627	BM	16	Box elder	Acer negundo	Poor	INVASIVE	S	Y	-
1628	BWW	18	Black Willow	Salix nigra	Fair	INVASIVE	R	Y	-
1629	BM	18	Box elder	Acer negundo	Poor	INVASIVE	R	Y	-
1630	BM	11	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1631	BWW	12	Black Willow	Salix nigra	Fair	INVASIVE	R	Y	-
1632	BM	26	Box elder	Acer negundo	Poor	INVASIVE	R	Y	-
1633	BWW	21	Black Willow	Salix nigra	Poor	INVASIVE	R	Y	-
1634	BWW	18	Black Willow	Salix nigra	Fair	INVASIVE	R	Y	-
1635	BWW	15	Black Willow	Salix nigra	Poor	INVASIVE	R	Y	-
1636	BM	6	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1637	SM	7	Silver Maple	Acer saccharum	Fair	INVASIVE	S	Y	-
1638	BWW	13	Black Willow	Salix nigra	Fair	x3	INVASIVE	S	Y
1639	BM	18	Box elder	Acer negundo	Poor	INVASIVE	R	Y	-
1640	BM	15	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1641	BM	6	Black Walnut	Juglans nigra	Fair	WOODLAND	R	Y	REPLACE
1642	BM	15	Box elder	Acer negundo	Poor	INVASIVE	R	Y	-
1643	BWW	34	Black Willow	Salix nigra	Poor	INVASIVE	R	Y	-
1644	BWW	16	Black Willow	Salix nigra	Poor	INVASIVE	R	Y	-
1645	BM	8	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1646	BM	6	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1647	BM	10	Box elder	Acer negundo	Poor	INVASIVE	R	Y	-
1648	BM	11	Box elder	Acer negundo	Poor	INVASIVE	R	Y	-
1649	BM	18	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1650	BM	14	Box elder	Acer negundo	Poor	INVASIVE	R	Y	-
1651	BM	7	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1652	SM	16	Silver Maple	Acer saccharum	Good	x1	INVASIVE	S	Y
1653	BM	7	Box elder	Acer negundo	Poor	INVASIVE	R	Y	-
1654	BM	7	Box elder	Acer negundo	Fair	INVASIVE	S	Y	-
1655	BM	15	Box elder	Acer negundo	Good	INVASIVE	S	Y	-
1656	BM	15	Box elder	Acer negundo	Fair	INVASIVE	S	Y	-
1657	BM	8	Box elder	Acer negundo	Very Poor	INVASIVE	S	Y	-
1658	BM	16	Box elder	Acer negundo	Fair	INVASIVE	S	Y	-
1659	BM	14	Box elder	Acer negundo	Fair	INVASIVE	S	Y	-
1660	BM	16	Box elder	Acer negundo	Poor	INVASIVE	S	Y	-
1661	BM	12	Box elder	Acer negundo	Fair	INVASIVE	S	Y	-
1662	BM	14	Box elder	Acer negundo	Fair	INVASIVE	S	Y	-
1663	BM	10	Box elder	Acer negundo	Fair	INVASIVE	S	Y	-
1664	BM	12	Box elder	Acer negundo	Fair	INVASIVE	S	Y	-
1665	BM	19	Box elder	Acer negundo	Poor	INVASIVE	S	Y	-
1666	BWW	17	Black Willow	Salix nigra	Fair	INVASIVE	R	Y	-
1667	EE	6	Libanian Elm	Ulmus pumila	Fair	INVASIVE	S	Y	-
1668	SM	6	Silver Maple	Acer saccharum	Fair	INVASIVE	S	Y	-
1669	SM	7	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1670	SM	7	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1671	BM	27	Box elder	Acer negundo	Poor	INVASIVE	R	Y	-
1672	BM	14	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1673	BM	12	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1674	BM	14	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1675	BWW	22	Black Willow	Salix nigra	Poor	INVASIVE	R	Y	-
1676	BWW	18	Black Willow	Salix nigra	Fair	INVASIVE	R	Y	-
1677	BM	6	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1678	BM	12	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1679	BWW	20	Black Willow	Salix nigra	Fair	x1	INVASIVE	R	Y
1680	SM	13	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1681	BWW	15	Black Willow	Salix nigra	Fair	INVASIVE	S	Y	-
1682	BWW	16	Black Willow	Salix nigra	Fair	INVASIVE	R	Y	-
1683	BM	8	Box elder	Acer negundo	Poor	INVASIVE	R	Y	-
1684	BM	6	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1685	BM	7	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1686	BM	8	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1687	BM	12	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1688	BWW	14	Black Willow	Salix nigra	Poor	INVASIVE	R	Y	-
1689	BWW	17	Black Willow	Salix nigra	Poor	INVASIVE	R	Y	-
1690	BWW	17	Black Willow	Salix nigra	Poor	INVASIVE	R	Y	-
1691	SM	13	Silver Maple	Acer saccharum	Fair	INVASIVE	S	Y	-
1692	BWW	10	Black Willow	Salix nigra	Poor	INVASIVE	R	Y	-
1693	BM	5	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1694	BWW	16	Black Willow	Salix nigra	Poor	INVASIVE	R	Y	-
1695	BM	7	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1696	BM	6	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1697	BM	6	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1698	BM	6	Box elder	Acer negundo	Poor	INVASIVE	R	Y	-
1699	BM	6	Box elder	Acer negundo	Poor	INVASIVE	R	Y	-
1700	BM	6	Box elder	Acer negundo	Poor	INVASIVE	R	Y	-

memorandum



Date: June 15, 2022

To: Bill Huotari, PE

From: Sara Merrill, PE, PTOE

Re: 3364 Livernois Road – Homestead Tableau by Mondrian
Anticipated Traffic Impacts

The purpose of this memorandum is to provide an overview of anticipated traffic impacts resulting from Homestead, a proposed residential development consisting of 30 attached single-family homes spread across five buildings. The development is located on the east side of Livernois Road, north of Big Beaver Road and just south of Town Center Drive. Access to the development is proposed via a private road. In the immediate vicinity of the site, Livernois Road is a 5-lane roadway, with two through lanes in each direction and a two-way center turn lane.

The Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition, provides trip generation rates for numerous land uses, based on thousands of studies throughout the United States and Canada. This data can then be used to estimate the number of vehicle trips generated by a development. For residential housing, traffic impacts are usually most noticeable during the peak hour of adjacent street traffic – that is, during morning and evening “rush hour”, when traffic on the roads is most congested. In most areas, the morning (AM) peak is a one hour period that occurs between 7 am – 9 am, and the evening (PM) peak is a one hour period usually between 4 pm – 6 pm.

The table below provides the calculated number of trips generated for the proposed development, based on the ITE Trip Generation Manual for Single-Family Attached Housing (ITE Land Use Code #215).

Number of Dwelling Units	Number of Site-Generated Trips								
	AM Peak Hour			PM Peak Hour			Daily		
	In	Out	Total	In	Out	Total	In	Out	Total
30 Units	3	7	10	8	6	14	89	89	178

During the morning (AM) peak hour, the proposed Homestead Tableau development is expected to generate 10 new trips: 3 inbound (entering the site), and 7 outbound (exiting the site). During the evening (PM) peak hour, the proposed site is expected to generate 14 new vehicle trips: 8 inbound (entering the site) trips, and 6 outbound (exiting the site). This pattern coincides with residents typically leaving in the morning for work and returning home in the evening.

The traffic generated by the proposed development is minimal, adding fewer than 20 vehicle trips during the peak (“busiest”) hour. The traffic impact of this site on the adjacent road network is negligible and would be imperceptible to the majority of road users.

As a point of comparison, traffic counts taken in January 2022 on Livernois Road (between Big Beaver Road and Wattles Road) indicate this segment carries approximately 20,000 vehicles per day, and roughly 1,600 vehicles during the PM peak hour. Amongst typical weekdays, traffic volumes during the peak hours alone often vary by 10%+ from one day to the next. These day-to-day fluctuations result in peak hour traffic volumes that vary by hundreds of vehicles. The proposed subdivision is expected to generate only 14 vehicles during the peak hour.



500 West Big Beaver
Troy, MI 48084
troymi.gov

MEMORANDUM

Date: July 20, 2022

To: Brent Savidant, Community Development Director

From: G. Scott Finlay, Deputy City Engineer

Cc: William Huotari, City Engineer
Benjamin Carlisle, AICP

Subject: Homestead – Preliminary Site Plan - Floodplain

In addition to local approval, developing property in a floodplain may require state and/or federal agency approvals depending on the size of the drainage area and what is being proposed in the floodplain. First the floodplain is accurately located on the property with a detailed topographic survey. The drainage shed area is determined and a detailed flood study is performed with the proposed changes to the floodplain. The proposed changes cannot cause the floodplain elevation upstream or downstream to change more than 0.10'. The amount of floodplain storage cannot decrease either, you can change where the floodplain storage is on the property by filling one area and cutting another.

The preliminary site plan for Homestead has provided the detailed topographic survey with the existing floodplain shown as well as the proposed locations for cutting and filling in the floodplain. This information along with the drainage shed area and detailed flood study will be reviewed during the detailed engineering review and any other agency approvals will need to be obtained prior to the proposed development obtaining final site plan approval.

Sincerely,

G. Scott Finlay

G. Scott Finlay, P.E.

From: [Bela Shah](#)
To: [Planning](#)
Subject: VOTE NO for Rezoning 3364 LIVERNOIS
Date: Monday, July 25, 2022 1:20:20 PM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Troy City Planning Commission,

My name is Bela Shah, I live at 123 Millstone Drive, Troy, MI 48084.

I STRONGLY OPPOSE the rezoning the lands related to the Homestead Condominiums project (around 3364 Livernois).

This neighborhood was built as single-family residential area, and permitting a dense condominiums development would decrease our property values, disrupt the peace and quiet of my community, and destroy our beloved forest.

Please NO to REZONING!

Thank you

Sincerely
Bela Shah

123 Millstone Drive
Troy, MI 48084

From: [Don Miles](#)
To: [Planning](#)
Subject: Homestead Condominium Project (around 3364 Livernois)
Date: Sunday, July 24, 2022 1:12:41 PM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

My name is Donald Miles I live at 3299 Frankton drive. I strongly oppose the rezoning of the lands around 3364 Livernois the Homestead Condominium Project. The lowering of property values and increased traffic along with the inability of current drains to be able to handle flooding and the water run off. Ever since the developing of Big Beaver and Livernois roads the water floods further up the streets in my area. No effort to correct the problem has been made. And to remove 45% of the trees would be detrimental to both the current residents and the Animals that reside there now. There are white and blue herons, deer, wild Turkey, wood ducks as well as ducks that use drainage ditch and small animals and birds. Red fan tailed hawks and horned owl's that live and nest there. It is a wildlife refuge for many animals and birds. Don't allow our quiet neighborhood to be taken from us. Save our Neighborhood and natural resources and animals and birds!!!!!! Vote NO.

Sent from my iPhone

From: [Odeta Fecani](#)
To: [Planning](#)
Subject: NO to rezoning of Livernois court
Date: Friday, July 22, 2022 6:39:38 PM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Troy Planning Commission,

My name is Odeta Fecani. I live at 3312 Louis Dr, Troy MI 48083, closest house to the land in question. I strongly oppose the rezoning of the lands related to the Livernois court project (around 3364 Livernois). This neighborhood was built as a single-family residential area, and permitting a multi family residential development would decrease our property values, disrupt the peace and quiet of my community, and destroy our beloved forest. We need more green spaces in Troy, not less.

In addition to that Wattles elementary school, which my son attends, will not be able to accommodate the extra students without compromising quality by increasing class sizes. They don't have the space for extra classrooms.

Please say NO to rezoning.

Sincerely,
Odeta Fecani
3312 Louis Dr, Troy, MI

Sent from my iPhone

From: [Kevin Gameing](#)
To: [Planning](#)
Subject: Don't cut trees
Date: Monday, July 25, 2022 11:33:24 AM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi there I live in Francon Dr 3270 I'm 13 years old my childhood was messing around in the river and playing there I don't want to see that go and I know I'm not the only one please don't cut the trees because it's not just affecting me it's affecting everybody there are hundreds of animals and living organisms there where are all those animals going to go? you guys might say another place with grass but then they're just gonna cut those trees at the end they won't have a place to stay those trees aren't just home to animals I know those trees play a huge part in our ecosystem and oxygen

From: [Rolando Garay](#)
To: [Planning](#)
Subject: opposing rezoning
Date: Sunday, July 24, 2022 11:59:16 AM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

dear troy planning commission my name is rolando i oppose the homestead condominium project around 3364 livernois i have been living here my whole life i am 16 years old and i'm truly disappointed do you not own a house in this area the flooding is bad it has caused many damages to my neighbors property does that not mean anything to you probably not because you're trying to rezone this area for a second time when they already lost the first time it makes my neighbors and my family feel let down that there aren't people representing this part of the neighborhood do you not care about the flooding issues that the citizens of troy specifically in this area face to whoever is in charge of these decisions i ask to put yourself in the shoes of my next door neighbor who had his new car damaged by the flood issues in this area instead of making it worse why don't you guys get behind the citizens and help us with the flood issues THE ENTIRETY OF FRANKTON DR OPPOSES THIS SHAMEFUL PROJECT

Sent from my iPhone

From: [Rolando Garay](#)
To: [Planning](#)
Subject: Opposing rezoning
Date: Monday, July 25, 2022 1:58:32 PM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

dear troy planning commission my name is Rolando I have a 2 sons i oppose the homestead condominium project around 3364 livernois i have been living here my whole life i was here before lot of these buildings were even a thought in you're minds i'm truly disappointed troy is beautiful for it's nature and family setting you guys have already built many restaurants down the road from me leave our homes alone in this area the flooding is bad it has caused many damages to my neighbors property and mine too you probably don't know because you're trying to rezone this area for a second time when they already lost the first time it makes my neighbors and my family feel let down my neighbors and I have chatted we are a close community they have lived here since before my house was even built they are distraught that Troy continues this they have seen many kids from this neighborhood grow up and play in those woods to you it might not mean a lot but I hope I can see the next generation continue in those woods many Troy citizens on Facebook groups have said that they feel let down not just from this project but from others some comments said "there turning Troy into warren" never would I want Troy to be like warren other comments said "it's shameful to see a town that started from farmers destroy the very own nature that helped bring Troy to what it is now"THE ENTIRETY OF FRANKTON DR OPPOSES THIS SHAMEFUL PROJECT

From: [David Henson](#)
To: [Planning](#)
Subject: Rezoning the lands around 3364 Livernois
Date: Monday, July 25, 2022 2:19:55 PM
Attachments: [image001.png](#)

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Troy Planning Commission,

My name is Leonard David Henson. I live at 3273 Helena Dr Troy MI 48083. I strongly oppose the rezoning of the lands related to the Homestead Condominium Project (near 3364 Livernois). My neighborhood was built as a single-family residential area. Permitting a condominium development would decrease our property values, disrupt the peace and quiet of our neighborhood, disrupt our forest and make it no longer a single-family residential area. Please NO to REZONING!

Sincerely,

Leonard D. Henson
3273 Helena Dr

[David Henson](#) | JR Automation

Site Manager

C: +1 (248) 688-7001

jrautomation.com | [Sign up](#) for our e-newsletter



JR AUTOMATION™
A Hitachi Group Company

From: [Colleen Hickman](#)
To: [Planning](#)
Subject: No rezoning
Date: Saturday, July 23, 2022 12:17:20 PM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Troy Planning Commission,

My name is Colleen Hickman. I live at 1242 Dickens Dr, Troy, MI.

I strongly oppose the rezoning of the lands related to the Livernois court project (around 3364 Livernois). This neighborhood was built as a single-family residential area, and permitting a multi-family attached residential development would decrease the property values, disrupt the peace and quiet of the community, and destroy our beloved forest. We need more green spaces in Troy, not less.

In addition to that, Wattles Elementary School will not be able to accommodate the extra students without compromising quality by increasing class sizes. They don't have the space for extra classrooms.

Please say NO to rezoning.

Sincerely,
Colleen Hickman
1242 Dickens Dr
Troy, Mi. 48083

From: [Linda Pierfelice](#)
To: [Planning](#)
Subject: RE: condo project
Date: Sunday, July 24, 2022 2:37:22 PM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Troy planning commission,

My name is James Horne and I live at 3151 Helena Troy. I strongly oppose the rezoning the land related to the Homestead Condominiums Project around 3364 Livernois. This neighborhood was built as a single family residential area, and permitting a dense condominium development would decrease our property values, disrupt the peace and quiet of my community, and destroy our so beloved forest that I love so much! Please say NO to REZONING !

I have lived here for 12 years and have enjoyed countless hours sitting across the drain and watching the wildlife. Mostly the beautiful Whitetail deer population. Where will these deer go? They will be pushed out into traffic and cause many accidents and even injuries or deaths! I strongly urge you to save our precious wildlife and wetlands!

Sincerely James Horne 3151 Helena Troy, MI. 48083 248-918-3818

From: [Idalia Garay](#)
To: [Planning](#)
Subject: Rezoning
Date: Sunday, July 24, 2022 12:21:52 PM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

My name is Idalia i live on frankton dr a street where the flooding is bad we found out about you're plans to take away our forest through our neighbors we noticed activities going on in the woods like pink Marks on the tree it makes me sad to think you would let this happen again when we already voted no the first time do whats right and represent the citizens of troy not a big money investor that could care less about our flooding issues we the citizens of troy are not going to let you guys do whatever you want when the consequences would be against us we have created a group that will oppose these efforts OUR VOICES WILL BE HEARD DO NOT SUPPORT THE REZONING

Enviado desde mi iPhone

From: [Jimmy ?](#)
To: [Planning](#)
Subject: Please NO REZONING - 3364 Livernois
Date: Sunday, July 24, 2022 3:02:53 PM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Troy City Planning Commission,

My name is Jimmy Shah, I live at 3270 Louis Dr, Troy 48083.

I strongly oppose the rezoning the lands related to the Homestead Condominiums project (around 3364 Livernois).

This neighborhood was built as single-family residential area, and permitting a dense condominiums development would decrease our property values, disrupt the peace and quiet of my community, and destroy our beloved forest.

Please NO to REZONING!

Thank you

Sincerely

Jimmy Shah
3270 Louis Dr
Troy, MI 48083

From: [Jen DiPerna](#)
To: [Planning](#)
Subject: Rezoning Opposition for 3364 Condo Plans
Date: Monday, July 25, 2022 12:03:49 PM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern,

My name is Jen DiPerna and I'm a resident at 654 Troywood Dr. Troy, MI 48083. We've lost a lot of quality people in our city to other cities that hold more opportunities. Our nature trail is one thing that was developed that kept us from moving. We use it often and enjoy the quiet, peaceful, not overcrowded walk/bike rides.

There are so many condos and we don't like our city as much as we did 15 years ago when we moved in. The condos are a We were drawn here because of the green space. We had 4 foxes living..LIVING on our dirt road this summer. That is a red flag to halt the builds here. It's temporary money that, while attractive in the moment, could be the same decision that moves more families out of Troy costing the city more money in the long run. We need to hold onto the quality of the city, which is being botched by all these builds. We're a community, we're all in this together.

Respectfully,

Jen D.

Sent from my iPhone

From: [Odeta Fecani](#)
To: [Planning](#)
Subject: Say NO to rezoning on Livernois court/ North of Big Beaver
Date: Friday, July 22, 2022 10:57:41 PM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Troy Planning Commission,

My name is Kozeta Fecani. I live at 3312 Louis Dr, Troy MI 48083, closest house to the land in question. I strongly oppose the rezoning of the lands related to the Livernois court project (around 3364 Livernois). This neighborhood was built as a single-family residential area, and permitting a multi family residential development would decrease our property values, disrupt the peace and quiet of my community, and destroy our beloved forest. We need more green spaces in Troy, not less.

Wattles Elementary School will be more crowded too, larger class sizes, and I oppose that because my grandson goes there.

Please say NO to rezoning.

Sincerely,
Kozeta Fecani
3312 Louis Dr, Troy, MI

Sent from my iPhone

From: [Garima Kumar](#)
To: [Planning](#)
Subject: NO to Rezoning
Date: Sunday, July 24, 2022 1:45:06 PM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Troy Planning Commission,

My name is Garima Kumar. I live at 3223 Helena Ave, Troy, MI. I strongly oppose the rezoning of the lands related to the Homestead Condominiums project (around 3364 Livernois). This neighborhood was built as a single-family residential area, and permitting a multi-family attached residential development would decrease our property values, disrupt the peace and quiet of my community, and destroy our beloved forest. Please say NO to rezoning.

Sincerely,

Garima Kumar
3223 Helena Ave
Troy, MI 48083

From: [Dan L](#)
To: [Planning](#)
Subject: Homestead Condos Project - Livernois
Date: Monday, July 25, 2022 10:43:14 AM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Troy Planning Commission,

My name is Dan Letwin. I live at 3235 Helena St, Troy, MI 48083. I'm reaching out to oppose the rezoning of the lands related to the Homestead Condos Project (around 3364 Livernois). This neighborhood was built as a single-family residential area, and permitting a dense condo development would decrease our property values, disrupt peace and destroy forest in the area. Please reconsider your plan.

Thank you,

--

DanielLetwin

E: letwin.dan@gmail.com

From: [Elizabeth L](#)
To: [Planning](#)
Subject: Opposition to Rezoning (Homestead Condos)
Date: Monday, July 25, 2022 1:40:54 PM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Troy Planning Commission,

My name is Elizabeth Leung. I live at 398 Tanner Drive. I strongly oppose the rezoning of the lands related to the Homestead Condos Project. (around 3364 Livernois) The neighborhood was built as a single-family residential area, and permitting a dense condo development would decrease property values, disrupt the peace and quiet of the community, and destroy even MORE of the very little green space we have left in this city! **Please say NO to REZONING!** The rezoning in this city is becoming ridiculous and making me, and many others, reconsider every reason we chose to move to this city!

Sincerely an upset resident,
Elizabeth Leung
398 Tanner Drive

From: [Katie MacFarland](#)
To: [Planning](#)
Subject: Opposition to Rezoning (Homestead Condominiums)
Date: Saturday, July 23, 2022 2:27:34 PM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Troy Planning Commission,

My name is Katie MacFarland. I am a resident of Troy, and strongly oppose the rezoning the lands related to the Homestead Condominiums Project (around 3364 Livernois). This neighborhood was built as a single-family residential area, and permitting dense condominium development would decrease the property values, disrupt the peace and quiet of the community, and destroy the beloved forest. Please say NO to REZONING!

Sincerely,
Katie MacFarland
5820 Patterson Drive
Troy, MI 48085

From: [dawn.miles](#)
To: [Planning](#)
Subject: Rezoning for Homestead Condominiums
Date: Sunday, July 24, 2022 12:33:22 PM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am writing you today as I **strongly oppose** the rezoning of land for the above named project. We purchased our home on Frankton Drive because it was a peaceful place to live, and it was meant for single family residences.

My concerns are the decreasing of our property values, danger to wildlife, increased flooding potential damage to our foundation as nearby lands will have to re settle, and increased traffic on already busy streets.

Please let my voice be heard.

Sincerely, Dawn Miles

3299 Frankton Dr Troy MI 48083

From: [MARILYN O'BRIEN](#)
To: [Planning](#)
Subject: Rezoning - PIN 88-20-22-301-007, 008, 009 of Section 22
Date: Sunday, July 24, 2022 2:59:39 PM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

TO: Members of the Troy Planning Committee
Toby Buechner, Carlton Faison, Michael W. Hutson, Thomas G. Krent, Dave Lambert, Jayalakshmi, Marianna Perakis, Sadek S. Rahman, and John J. Tagle

Thank you for the opportunity to address the issue of rezoning of the property known as the Livernois Court Project (PIN 88-20-22-301-007, 008, 009 of Section 22) (Conditional Rezoning CR JPLN2022-001 - Proposed Homestead Condominiums, from One Family Residential District to One Family Attached Residential District.

My name is Marilyn B. O'Brien. I live at 4225 Bristol Drive with my husband and adult daughter. We are vehemently opposed to the rezoning of the property as described above.

May I direct your attention to the City of Troy Master Plan (unanimously accepted by the City Council in 2016 under Resolution 2016-08-140). Please see Chapter 7 - Green City: Responsibility to Natural & Energy Resources, page 49, last paragraph:
The value of home sites adjacent to open space, parks, wetlands, greenbelts, and other green amenities is greater, all things being equal to similar sites not adjacent to such amenities.

Rezoning the aforementioned property, albeit it from single family dwellings to family attached dwellings - will certainly have an adverse effect on the value of all the home sites surrounding this property, including - perhaps - a lower assessment value.

Further in the document, the Master Plan calls for means for the preservation of natural features. It is woefully silent on the wildlife in the City, except as it pertains to city parks. I suppose the "park" wildlife that is being considered is squirrels and chipmunks, and maybe raccoons and possums. The Master Plan does not address the larger wildlife, like deer and coyotes. The aforementioned property is home to a large number of deer and coyotes. When the original developer of the property commenced to bulldoze trees, etc., the deer and coyote population started moving into the residential areas in the autumn of 2019. These animals are being displaced - all over Troy - at alarming rates.

See the Master Plan on the preservation of trees. Troy has been a recognized "Tree City" for 25 years. Conservationists recognize the value of trees in keeping the environment and air quality clean. Large scale removal of trees will likely occur with the development of said property.

There has to be a better solution for the development of this land. Why haven't those residents who live directly east and south of this property (particularly around Wattles

Elementary) been consulted on what might be acceptable for land development?

Troy is losing its 'green spaces', through - sometimes unnecessarily - development.

We ask you vote NO on the rezoning of this property!

Thank you for your time and service to the City.

Sincerely,
Marilyn O'Brien

From: [Diane Paul](#)
To: [Planning](#)
Subject: Opposition to Rezoning (Homestead Condominiums)
Date: Monday, July 25, 2022 12:17:00 PM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Troy Planning Commission

Our names are Mark and Diane Paul. We live at 3844 Root Drive in Troy for 36 years. We STRONGLY OPOSE the rezoning of the lands related to the Homestead Condominiums Project (around 3364 Livernois). This neighborhood was built as a SINGLE FAMILY residential area. Permitting a dense condominium development will disrupt the peace and quiet of this long time residential community, as well as the quiet of the Anthology Senior Living Center. This is so unfair to the families that have made their home on these streets for so many years. It will destroy our beloved forest. There is SO little greenspace left in Troy. Please don't destroy this peaceful small area of land left in the city.

Please say NO to REZONING.

Also, please note there WILL be a higher risk of flooding for the area.

Sincerely,

Mark and Diane Paul

3844 Root Drive

Troy, MI 48083

From: [John Phillips](#)
To: [Planning](#)
Subject: Livernois and Big Beaver rezoning for Homestead Condo Project
Date: Sunday, July 24, 2022 1:53:52 PM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Troy Planning Commission,

My name is John Phillips, I spoke at the last rezoning meeting for this property the last time it came up for rezoning. I would also like to comment on this new attempt at rezoning.

I met online with the company that is planning the condo development. They seem like a good company. Their plan is to market these condo's to the 50+ age group. After talking and then receiving their information packet with all the details of what is planned, I can not support the rezoning of this land.

First off they(developer) are planning on deforesting the wetlands. Grading down 1/3 of the area so that they can build up where they plan to build the condo building. This would decimate the natural wildlife that currently resides in the wetlands, result in possible flooding and/or swamp being created. If this turns into a swamp then wetlands would be changed from its current natural environment.

They also plan on a retention "pool" for rain run off from their complex. Not sure how the "pool/pond" would work as the only other source of water is the drain that runs along the property line to the south. Overflow would have to flow into the current drain and as we have seen from the build up along Big Beaver the drain is having a hard time supporting that additional load. Adding the additional roads/condos/etc would limit the amount of water the wetlands can absorb thus resulting in additional run off required.

Their plan is also to put in walking trains around the park area created by the dig down. It did not sound like they will be paved/blacktopped though so not sure how they will "survive" when nature tries to take back the area. Walking paths around/in the wetlands/swamp created would be an insect nightmare. Any method to reduce the insect population would dramatically affect the current ecosystem of the wetlands(disrupt the food chain).

In their plan where they will be digging down to allow for build up for the condos is to make them "parks" but not maintain them(plan is for prairie grass to be planted). This doe not provide home/shelter/cover for the wildlife currently residing in the wooded area. All the trees in the dig area(AGED trees mind you) would have to be removed in order to reduce ground level. The deforestation would result in a change of the wetlands natural habitat and possibly it's retention capabilities

for rain/water.

As I said at the start of this email, their plan is for 50+ residents to move in to these condo's so targeting the seniors. But if you look at their plans, EVERY, and I mean every building configuration has stairs....So any forward looking senior would see that as a major disadvantage to moving into a "final move" condo. Stairs are the bane of seniors once they hit a certain age point.

I would recommend keeping this as 3 single home plots and allowing single home dwellings to be built at the road. Not disturbing the wetlands that allows for the natural beauty that exists there.

We have already cut paths into the woods for the "Troy Trails" let us not interfere with the natural wildlife currently residing there. Give them a place to live too.

Lastly this area provides a green space that keeps our homes cooler in the summer....trees/winds cool the air, heat is not absorbed into roofs/streets.

Any one heard of global warming? Tree/forest GOOD....roads/homes bad.

Thank you for your time,

John Phillips

3302 Frankton Dr

Troy MI, 48083

(1 house away from the drain and the wetlands beyond)

From: [Linda Pierfelice](#)
To: [Planning](#)
Subject: proposed condo complex on Livernois
Date: Sunday, July 24, 2022 3:36:46 PM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Troy Planning Commission,

My name is Linda Pierfelice. I live at 3151 Helena. I strongly oppose the rezoning of the lands related to the Homestead Condominiums Project. This neighborhood was built as a single family residential area and permitting a dense condominium development would decrease our property values, disrupt peace and quiet of my community and destroy our beloved forest. I enjoy watching the deer in the nearby woods, and if this is rezoned, the deer will have nowhere to go, will be killed on the roads, or possibly killing residents while driving. I say NO to rezoning.

From: [Ron Schwark](#)
To: [Planning](#)
Subject: Homestead condominium project around 3364 Livernois
Date: Sunday, July 24, 2022 11:59:47 AM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Troy Planning Commission,

We are Ron and Beth Schwark. We live at 3252 Frankton Dr. We strongly oppose the rezoning the lands related to the Homestead Condominium Project around 3364 Livernois. Our neighborhood is a single family residential area. We have lived here for over 30 years and watched as you have allowed our wooded areas to be torn down and put up concrete buildings. Troy has so many condos, apartments and homes, that we don't need anymore. Once before we along with many others in the area opposed a single story senior home on Livernois, but some how we ended up with a 2-story building and a dog park. Go figure, it was more important to get the money for the city than how the neighborhood felt. Our point is simple, please listen to us this time as condominiums will take away from our green space, wooded area, increase flooding in the creek and cause more congestion on Livernois. Please say NO and stick with it. Do not be greedy. We have enough places for people to eat, drink and live in Troy. We are a cement city with little green spaces.

Thank you

Ron and Beth Schwark
3252 Frankton Dr
Troy, MI 48083
Sent from my iPhone

From: [HIREN SHAH](#)
To: [Planning](#)
Subject: NO REZONING - 3364 Livernois
Date: Sunday, July 24, 2022 3:00:11 PM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Troy City Planning Commission,

My name is Hiren Shah, I live at 3270 Louis Dr, Troy 48083.

I strongly oppose the rezoning the lands related to the Homestead Condominiums project (around 3364 Livernois).

This neighborhood was built as single-family residential area, and permitting a dense condominiums development would decrease our property values, disrupt the peace and quiet of my community, and destroy our beloved forest.

Please NO to REZONING!

Thank you

Sincerely
Hiren Shah
3270 Louis Dr
Troy, MI 48083

From: [Sanjay Shah](#)
To: [Planning](#)
Subject: NO REZONING - 3364 Livernois
Date: Monday, July 25, 2022 1:09:45 PM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Troy City Planning Commission,

My name is Sanjay Shah, I live at 123 Millstone Drive, Troy, MI 48084.

I strongly oppose the rezoning the lands related to the Homestead Condominiums project (around 3364 Livernois). This neighborhood was built as single-family residential area, and permitting a dense condominiums development would decrease our property values, disrupt the peace and quiet of my community, and destroy our beloved forest. Please NO to REZONING!

Thank you

Sincerely
Sanjay Shah

123 Millstone Drive
Troy, MI 48084

From: [PAULETTE SHAW](#)
To: [Planning](#)
Subject: Opposition to Rezoning (Homestead Condos)
Date: Monday, July 25, 2022 11:35:20 AM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Troy Planning Commission,

My name is Paulette Shaw. I live at 3861 Jennings Dr, 48083. My husband and I strongly oppose the rezoning the lands related to the Homestead Condo Project (approx 3364 Livernois). This neighborhood was built as a single-family residential area, and permitting a dense condo development would decrease our property values, disrupt the peace and quiet of my community, and destroy our beloved trees and forest areas. Please say NO to REZONING!

Thank you

,
Paulette & Neal Shaw
3861 Jennings Dr,
Troy, MI 48083
317-332-8160

From: [G Stormer](#)
To: [Planning](#)
Subject: Opposition to Homestead Condominiums (near 3364 Livernois)
Date: Monday, July 25, 2022 2:22:18 PM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Troy planning Commission,

My name is Gavin Stormer and I live at 3254 Helena Dr, I strongly oppose the rezoning of the lands related to the Homestead Condominiums Project.

This neighborhood was built as a single family residential area, and permitting a large development like this is highly likely to impact the value of the homes and disrupt the normal peace and quiet currently enjoyed by it's residents.

It will also destroy the wooded area that the residents have also enjoyed for many years whilst increasing the likelihood of increased flooding risk and property damage, my house has been shown on Troy city maps as a flood plain, destroying the wooded area will clearly increase the likelihood of my house being damaged by flood water.

Please NO to REZONING!!!!

With best regards,

Gavin Stormer

Sent with [Proton Mail](#) secure email.

From: [Odeta Fecani](#)
To: [Planning](#)
Subject: Say NO to rezoning on Livernois court, north of Big Beaver
Date: Friday, July 22, 2022 10:55:24 PM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Troy Planning Commission,

My name is Thomaq Fecani. I live at 3312 Louis Dr, Troy MI 48083, closest house to the land in question. I strongly oppose the rezoning of the lands related to the Livernois court project (around 3364 Livernois). This neighborhood was built as a single-family residential area, and permitting a multi family residential development would decrease our property values, disrupt the peace and quiet of my community, and destroy our beloved forest. We need more green spaces in Troy, not less.

Wattles Elementary School will be more crowded too, larger class sizes, and I oppose that because my grandson goes there.

Please say NO to rezoning.

Sincerely,
Thomaq Fecani
3312 Louis Dr, Troy, MI

From: [Mark F Miller](#)
To: [ELIZABETH SCHWARK](#)
Cc: [City Manager Distribution Group](#); [Brent Savidant](#); [Aileen Dickson](#); [Jackie Ferencz](#)
Subject: RE: Vote NO to Rezoning (CRJPLN2022-001, Homestead Condominiums)
Date: Thursday, August 11, 2022 9:07:23 AM

Dear Elizabeth:

I am responding to your email to City Council. City Management takes care of the day to day functions of the City. Therefore, we appreciate and thank your public comment. We will ensure your email is part of the public record.

Mark F. Miller AICP

City Manager | City of Troy

O: 248.524.3351

C: 248.763.3241

-----Original Message-----

From: ELIZABETH SCHWARK <schwarkiel@sbcglobal.net>
Sent: Wednesday, August 10, 2022 11:31 PM
To: City Council Email <CityCouncilEmail@troymi.gov>
Subject: Vote NO to Rezoning (CRJPLN2022-001, Homestead Condominiums)

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear City Council,

I sent the following letter in July to hopefully get the planning commission to not rezone the condominiums for Mondrian to build in the forested area. I understand that they want to build 6, two story buildings for a total of 30 units which will be rental apartments. Please review my letter with my concerns and upsets. I also think that another set of apartments is unnecessary as just recently the old Suite hotel just south of I-75 off Livernois will be apartments.

Please vote NO.... We need green space. We need nature. Troy has way to many brick and mortar buildings. Turn the old K-Mart into something. It's been empty for how many years. But let's keep nature and green space. Please don't approve this.

Thank you

Ron and Beth

Dear Troy Planning Commission,

We are Ron and Beth Schwark. We live at 3252 Frankton Dr. We strongly oppose the rezoning the lands related to the Homestead Condominium Project around 3364 Livernois. Our neighborhood is a single family residential area.

We have lived here for over 30 years and watched as you have allowed our wooded areas to be torn down and put up concrete buildings. Troy has so many condos, apartments and homes, that we don't need anymore. Once before we along with many others in the area opposed a single story senior home on Livernois, but some how we ended up with a 2-story building and a dog park. Go figure, it was more important to get the money for the city than how the neighborhood felt. Our point is simple, please listen to us this time as condominiums will take away from our green space, wooded area, increase flooding in the creek and cause more congestion on Livernois. Please say NO and stick with it. Do not be greedy. We have enough places for people to eat, drink and live in Troy. We are a cement city with little green spaces.

Thank you

Ron and Beth Schwark
3252 Frankton Dr
Troy, MI 48083
Sent from my iPhone

Sent from my iPhone

From: [Mark F Miller](#)
To: [Aileen Dickson](#); [Brent Savidant](#); [Jackie Ferencz](#)
Subject: FW: Vote NO to Rezoning (CP JPLN2022-001, Homestead Condominiums)
Date: Monday, August 15, 2022 2:02:04 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

Public comment on a future item.



Mark F. Miller AICP
City Manager | City of Troy
O: 248.524.3351
C: 248.763.3241

From: Paola Quijano <paola.mirandaquijano@gmail.com>
Sent: Monday, August 15, 2022 1:41 PM
To: City Council Email <CityCouncilEmail@troymi.gov>
Subject: Vote NO to Rezoning (CP JPLN2022-001, Homestead Condominiums)

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I STRONGLY oppose rezoning the lands related to Mondrian's Homestead Condominiums developments near 3364 Livernois. This is a forested wetland past FEMA's flood line borders. The surrounding neighborhoods, where I currently reside, were built for SINGLE-FAMILY homes NOT condominiums. Permitting Mondrian to cut down the forest to build a dense development will increase the terrible flooding problems in this area that already exists, decrease property value, and destroy the forest/green place that belongs to nature. Please vote NO to REZONING! This is an issue that directly affects me and my property, we will not give up! See you at the council meetings where I will continue to say, "NO TO REZONING!!"

Sincerely concerned citizens,

Paola & Allan Padilla, 3216 Louis Ave Troy, Mi 48083



500 West Big Beaver
Troy, MI 48084
troymi.gov

O-02a

CITY COUNCIL REPORT

Date: September 12, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Kurt Bovensiepe, Public Works Director

Subject: Park Sign Replacement Costs

On July 25, 2022, City Council provided consensus to look at the costs associated with upgrading all City of Troy park signs to be consistent with the new Jeanne M. Stine Community Park sign. The newly installed sign was designed by City Staff with influence from OHM Advisors during the park development stage, the aluminum was fabricated by a local Troy company, the vinyl letter was cut and installed by Streets and Drains staff, and the installation was completed by the Grounds Division Staff. If all park signs were to be upgraded to the new design it would be bid and awarded completely to a contractor. The cost estimate for fabrication and installation for each sign is estimated at \$10,000 each. The City has the following parks and recreational facilities that would require upgrading.

Community Parks

Boulton park
Firefighters Park
Donald J. Flynn Park
Jaycee Park
Raintree Park
P. Terry and Barbara Knight Park
Jeanne M. Stine Community Park (done)
Troy Farm

Other Recreation Facilities

Community Center (multiply signs)
Aquatic Center
Sylvan Glen Golf Course
Sanctuary Lake Golf Course
Lloyd A. Stage Nature Center

Neighborhood Parks

Beach Road Park
Beaver Trail Park (two signs)
Brinston Park
Phillip J. Huber Park
Milverton Park
North Glen Park (no sign currently)
Redwood Park
Robinwood Park
Schroeder Park (no sign currently)
Sylvan Glen Lake Park

Excluding the Community Center, the estimated cost to replace all park and recreation facility signs is \$220,000.



500 West Big Beaver
Troy, MI 48084
troymi.gov

O-02b

CITY COUNCIL AGENDA ITEM

Date: August 25, 2022

To: Mark F. Miller, City Manager

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

Subject: Single Family Home Rental Program

This report was prepared in response to a request from City Council.

Currently, Troy does not have a Single Family Home Rental Program. The current Multiple Family Residential Inspection Program regulates and inspects residential housing with three units or more, for the health and safety of the tenants. The city currently has approximately over 7,500 units enlisted in the program with an approximate certificate renewal of three to four years. These inspections are conducted by one Housing & Zoning Inspector, utilizing and enforcing the City of Troy Property Maintenance Code.

Troy does not maintain a database of single family rental units. According to Assessing Department records, there are 27,281 single family detached residential units in the City of Troy. Of these, only 430 units do not qualify as a principal residence (owner occupied) per the Principal Residence Exemption under the General Property Tax Act. If we assume all of the 430 units are rental properties, approximately 1.6% of single family detached residential units are rentals.

The Planning Department researched municipal websites of similar communities in Southeast Michigan to determine which had single family residential inspection programs. The attached document summarizes the findings.

Attachments:

1. Rental Programs Per City.

Rental Programs per City

1. Rochester Hills:

- a. Does not regulate rental home inspections.

2. Novi:

- a. Does not regulate rental home inspections.

3. Southfield:

- a. First time registering rental - \$300 plus \$40 application fee.
- b. Rental Renewal - \$175 plus \$40 application fee.
- c. Second inspection included with fees. Any further inspection needed, or Lock out - \$50.00
- d. Apartment Annual registration- \$125
- e. Apartment Change in ownership or information update - \$75
- f. Certificate valid – Apartments annually, single family, 3 years

4. West Bloomfield Township:

- a. Single Family - \$140, plus \$50 per building for application fee and \$75 per accessory structure
- b. 2 or more units (multi) - \$75 per building plus \$75 per accessory structure
- c. Re-inspection fees & Lock out fees - \$75
- d. *Exterior inspections per website. Interior inspections only required if residential unit is unsafe structure (per Property Maintech or Fire Code), if there is potential of moisture inside created by outside factors, and/or multiple re-occurring violations brought to the attention of the City.
- e. Certificate valid – 3 years

5. Clinton Township:

- a. Single family - \$110.00
- b. Duplex family - \$220.00
- c. Multiple family - \$110 per building plus \$50 per unit
- d. Second inspection included with fees. Any further inspection needed, \$55.00 per inspection.
- e. No Lock Out Fees listed
- f. Certificate valid – 2 years

6. Madison Heights:

- a. Single family - \$200
- b. Duplex (2 -4 units) \$245
- c. Multiple (5 units or more) - \$47.50 per unit
- d. Second inspection included, any further inspections needed, \$70 per inspection
- e. Lock Out Fees - \$70
- f. Certificate valid – 3 years

7. Berkley:

- a. Single family - \$180 plus \$60 registration fee
- b. Duplex family – not listed
- c. Multiple family – First unit fee \$180, Each additional unit Inspection fee \$35 plus registration fee for each unit \$60
- d. Second inspection included, any further inspections needed, \$30 per inspection
- e. No Lock Out fees listed
- f. Certificate valid – not listed on website

Beth L Tashnick

Subject: FW: Thanks for a great TFAC season!

From: Sal Trupiano
Sent: Wednesday, September 7, 2022 1:23 PM
To: Brian Goul <GoulB@troymi.gov> Morgan F Thrasher

Cc: Ihab F Jumaah
Subject: Thanks for a great TFAC season!

Hello Morgan and Brian,

Thanks for a great season! I appreciate everything that Ihab and the staff did to provide a safe and pleasant atmosphere at the park.

Thank you very much for your stewardship of this city facility, it is very much appreciated.

Best Regards,
Sal Trupiano (Troy resident since 2003)