



TROY CITY COUNCIL

REGULAR MEETING AGENDA

APRIL 10, 2023

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 14th day of November, 2022.

A blue ink signature of Mayor Ethan Baker, written in a cursive style.

Mayor Ethan Baker

A black ink signature of Council Member Edna Abraham, written in a cursive style.

Council Member Edna Abraham

A black ink signature of Mayor Pro Tem Rebecca Chamberlain-Creanga, written in a cursive style.

Mayor Pro Tem Rebecca Chamberlain-Creanga

A black ink signature of Council Member David Hamilton, written in a cursive style.

Council Member David Hamilton

A black ink signature of Council Member Theresa Brooks, written in a cursive style.

Council Member Theresa Brooks

A blue ink signature of Council Member Ann Erickson Gault, written in a cursive style.

Council Member Ann Erickson Gault

A black ink signature of Council Member Ellen Hodorek, written in a cursive style.

Council Member Ellen Hodorek



CITY COUNCIL AGENDA

April 10, 2023 – 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: Rev. James Houbeck from St. Anastasia Catholic 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 to Celebrate Walsh College 100 Years (1922-2022) (*Presented by: Mayor Ethan Baker*) **1**

C-2 Legislative Update from State Representative Sharon MacDonell **1**

D. CARRYOVER ITEMS: **1**

D-1 No Carryover Items **1**

E. PUBLIC HEARINGS: **1**

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INVOCATION: Rev. James Houbeck from St. Anastasia Catholic 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 #2023-04-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____ at the Regular City Council of April 10, 2023, due to _____.

Yes:

No:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 Proclamation to Celebrate Walsh College 100 Years (1922-2022) (*Presented by: Mayor Ethan Baker*)

C-2 Legislative Update from State Representative Sharon MacDonell

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

E-1 Public Hearing - Preliminary Site Plan Review (File Number SP2022-0027) – Proposed Estates at Eckford (One Family Residential Cluster), South Side of Eckford, West of Rochester (Parcels 88-20-15-252-028, -002, -036, -037, -004, -005), Section 15, Currently Zoned R-1C (One Family Residential) District (*Introduced by: Brent Savidant, Community Development Director*)

Suggested Resolution

Resolution #2023-04-
Moved by
Seconded by

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

WHEREAS, The base density under the R-1C (One-Family Residential) District as determined by the submission of a parallel plan is 20 units; and,

WHEREAS, In exchange for 6 additional units above the base density established by the parallel plan, the applicant is providing 35% open space, for a total of 26 units; and,

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

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

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

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

WHEREAS, The proposed cluster development was recommended for approval by the Planning Commission by a 7-1 vote;

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

1. Submission and subsequent City Council approval of an irrevocable conveyance identifying the dedicated open space prior to obtaining final site plan approval.

Yes:

No:

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 – None

a) Mayoral Appointments: None

b) City Council Appointments: None

I-2 Board and Committee Nominations: a) Mayoral Nominations – Brownfield Redevelopment Authority, Downtown Development Authority, Local Development Finance Authority; b) City Council Nominations – Animal Control Appeal Board, Charter Revision Committee, Personnel Board, Zoning Board of Appeals

a) Mayoral Nominations:

Suggested Resolution

Resolution #2023-04-

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	Notes 3
Beyer	Joseph	10/26/2022	4/30/2024		
Gottlieb	Steven	11/24/2016	4/30/2025		
Kornacki	Rosemary	2/24/2025	4/30/2023		Requests Reappointment
Noguez-Ortiz	Carolina	4/3/2025	4/30/2023	GTAC exp 10/30/2025	Requests Reappointment
Sweidan	Rami	4/28/2022	4/30/2023		
Vassallo	Joseph	12/20/2024	4/30/2024		

Nominations to the Brownfield Redevelopment Authority:

Term Expires: 4/30/2026

Term currently held by: Rosemary Kornacki

Term Expires: 4/30/2026

Term currently held by: Carolina Noguez-Ortiz

Term Expires: 4/30/2026

Term currently held by: Rami Sweidan

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Battle	Timothy	10/28/2024	
Garmo	Kathleen	6/17/2024	
Swaminathan	Abi	11/22/2023	
Voglesong	Cheryl	1/10/2024	
Von Oeyen	Schuyler	7/20/2024	

Downtown Development Authority

Appointed by Mayor
13 Regular Members
4 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 2
Baker	Ethan		11/13/2023	At Large	City Council exp. 11/13/23
Blair	Timothy	6/17/2017	9/30/2023	In District	
Keisling	Laurence	9/11/2022	9/30/2024	At Large	
Kiriluk	Alan	9/29/2022	9/30/2024	In District	
Knollenberg	Martin	6/28/2021	9/30/2023	In District	
Koza	Kenny	9/18/2019	9/30/2025	In District	
Kuppa	Padma		9/30/2026	At Large	
MacLeish	Daniel	6/28/2023	9/30/2025	In District	
Reschke	Ernest	7/5/2024	9/30/2026	At Large	
Richards Jr.	John	2/13/2025	9/30/2026	Resident Member	
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

In District

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

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1	Notes 2
Battle	Timothy	10/28/2024	At Large	
Beyer	Joseph	12/13/2024	In District	
Dicker	Susanne Forbes	1/3/2025	At Large	Historic Dist. Comm exp 3/1/2023
Forster	Jeffrey	12/15/2024	At Large	Personnel Bd exp 4/30/24
Goetz	John	3/4/2023	At Large	
Kornacki	Rosemary	2/24/2025	At Large	Brownfield Redev Auth exp 4/30/23
Sekhri	Suneel	11/5/2023	At Large	
Thattai	Govindrajan	5/20/2024	At Large	Parks & Rec Bd exp 9/30/22
von Oeyen	Schuyler	7/20/2024	At Large	

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
Hodorek	Ellen		City Council Term	Alternate; City Council	City Council exp 11/10/2025
Rosenblum	Anthony	11/10/2024	6/30/2026	Resident Member	
Schmitz	Jim	9/14/2024	6/30/2024	Resident Member	
Starks	Louis			Oakland County Designee	
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 – J. Sharp resigned 11/1/19

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Battle	Timothy	10/28/2024	
Christiansen	Dale	11/22/2024	
Mudaliar	Vinodh Kumar	3/2/2024	
Vassallo	Joseph	3/4/2023	Brownfield Redev Auth exp 4/30/24

Yes:

No:

b) City Council Nominations:Suggested Resolution

Resolution #2023-04-

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:

Animal Control Appeal Board

Appointed by Council

5 Regular Members

3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 2
Catron	Tina	3/8/2025	9/30/2025	
Dombrowski	Douglas	10/11/2022	9/30/2023	
Petrulis	Al	7/19/2023	9/30/2024	Traffic Comm. exp 1/31/23; Historic Dist. Comm. exp 3/1/23
Saeger	Jayne	9/22/2022	9/30/2023	
Vacancy			9/30/2024	Patrick Floch resigned 12/29/2022

Nominations to the Animal Control Appeal Board:

**Unexpired Term Expiring:
9/30/2024**

Term currently held by: Vacancy - Patrick Floch resigned
12/29/2022

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Abdullah	Nehar	1/18/2025	

Charter Revision Committee

Appointed by Council
7 Regular Members
3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 2	Notes 3
Bartnik	Mark	4/6/2023	4/30/2024			
Beltramini	Robin	3/1/2024	4/30/2025			
Buechner	Toby	3/22/2023	4/30/2024			
Burns	Timothy	3/20/2025	4/30/2025			
Evans	Laurie	3/13/2025	4/30/2024			
Howrylak	Frank	3/22/2025	4/30/2023			Requests Reappointment
Wilsher	Cynthia	4/28/2022	4/30/2023		Traffic Comm exp 1/31/2021	Requests Reappointment

Nominations to the Charter Revision Committee:**Term Expires: 4/30/2026**

Term currently held by: Frank Howrylak

Term Expires: 4/30/2026

Term currently held by: Cynthia Wilsher

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Comiskey	Ann	12/22/2024	

Personnel Board

Appointed by Council
5 Regular Members
3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 2	Notes 3
Forster	Jeffrey	12/15/2024	4/30/2024		ZBA Alt. exp 1/31/24	
Gordon	Pamela	4/2/2020	4/30/2024			
Haight	David	7/17/2022	4/30/2023			
Parpart	Jane	3/8/2023	4/30/2024			
Sackrison	Anne	2/23/2025	4/30/2023			Requests Reappointment

Nominations to the Personnel Board:**Term Expires: 4/30/2026**

Term currently held by: David Haight

Term Expires: 4/30/2026

Term currently held by: Anne Sackrison

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Sweidan	Rami	3/2/2023	
Wit	Callie	4/22/2024	

Zoning Board of Appeals

Appointed by Council
 7 Regular Members; 2 Alternates
 3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 2	Notes 3
Bossenbroek	Michael	3/7/2025	4/30/2023			Requests Reappointment
Chambers	Barbara	1/18/2025	1/31/2024	Alternate	Historic Dist. Comm. exp 3/1/2023; HDSC	
Desmond	Thomas	5/7/2017	4/30/2024			
Eisenbacher	David	3/16/2018	4/30/2025			
Forster	Jeffrey	12/15/2024	1/31/2024	Alternate	Personnel Bd. 4/30/24	

Fox	Tyler	6/15/2024	12/31/2023	PC Rep. on ZBA		
Green	Aaron	4/13/2024	4/30/2025			
Kenkre	Mahendra	1/4/2023	4/30/2024			
McCauley	James	3/7/2025	4/30/2023			Requests Reappointment

Nominations to the Zoning Board of Appeals:**Term Expires: 4/30/2026**

Term currently held by: Michael Bossenbroek

Term Expires: 4/30/2026

Term currently held by: James McCauley

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Abdullah	Neharunnessa	1/19/2025	
Goetz	John	3/4/2023	
Hack	Kurt	9/14/2024	

Yes:

No:

I-3 Request for Closed Session**Suggested Resolution**

Resolution #2023-04-

Moved by

Seconded by

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

Yes:

No:

I-4 Oakland County Senior Centers Matching Grant Program (Introduced by: Brian Goul, Recreation Director)**Suggested Resolution**

Resolution #2023-04-

Moved by

Seconded by

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 Senior Centers Matching Grant Program in the amount of \$250,000, 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.

Yes:

No:

I-5 Request for Salary Increases (*Introduced by: Mayor Ethan Baker*)

Suggested Resolution

Resolution #2023-04-

Moved by

Seconded by

- A. RESOLVED, That as a result of a favorable personnel evaluation, the City Manager's salary SHALL BE INCREASED _____% effective July 1, 2023.
- B. RESOLVED, That as a result of a favorable personnel evaluation, the City Attorney's salary SHALL BE INCREASED _____% effective July 1, 2023.

Yes:

No:

I-6 Budget Amendment and Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Natural Gas Utility Installation at Boulan, Brinston, Firefighters, Jaycee, and Raintree Parks (*Introduced by: Dennis Trantham, Facility and Grounds Operations Manager*)

Suggested Resolution

Resolution #2023-04-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **APPROVES** expending budgeted capital funds to *Consumers Energy of Jackson, MI* for Natural Gas Utility Installation at Boulan, Brinston, Firefighters, Jaycee and Raintree Parks in the amount of \$194,659.35 with a 10% contingency.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment in the amount of \$14,130 to the Parks Development Capital 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-7 Budget Amendment and Standard Purchasing Resolution 4: OMNIA Partners Cooperative Purchasing Contract – Troy Public Library Access Control Identification Badge Readers (*Introduced by: Phillip Kwik, Assistant Library Director*)

Suggested Resolution

Resolution #2023-04-

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 *Wadsworth Solutions, of Perrysburg, OH*, for the Troy Public Library Access Control Identification Badge Readers for an estimated amount of \$38,655 and a contingency amount of \$3,865 as detailed in the attached proposal, as per the OMNIA Partners Cooperative Purchasing Contract R220703, for a total project cost of \$42,520.

BE IT FURTHER RESOLVED, That the Troy City Council hereby **APPROVES** a budget amendment from the Library Fund balance in the amount of \$42,520 to the Library Building and Improvements Capital Project Fund 401.790.7975.900.

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-8 Budget Amendment and Standard Purchasing Resolution 4: Oakland County Cooperative Purchasing Contract – Troy Public Library Skylight Repair (*Introduced by: Phillip Kwik, Assistant Library Director*)

Suggested Resolution

Resolution #2023-04-

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*, for Troy Public Library Skylight Repair for an estimated amount of \$29,900 and a contingency of \$2,990, as detailed in the attached proposal, as per the Oakland County Cooperative Purchasing Contract #006325, for a total cost of \$32,890.

BE IT FURTHER RESOLVED, That the Troy City Council hereby **APPROVES** a budget amendment from the Library Fund balance in the amount of \$32,890 to the Library Building and Improvements Capital Project Fund 401.790.7975.900.

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:

J. CONSENT AGENDA:

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

Suggested Resolution

Resolution #2023-04-

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 #2023-04-

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

- a) City Council Minutes-Draft – March 20, 2023
- b) Special City Council Meeting Minutes-Draft – March 21, 2023

J-3 Proposed City of Troy Proclamations: None Submitted

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 8: Best Value Award – Troy Public Library Strategic Planning Consultant**

Suggested Resolution

Resolution #2023-04-

RESOLVED, That Troy City Council hereby **AWARDS** a contract to *ReThinking Libraries, of Carmel, IN*, the highest overall scoring firm, as a result of a Best Value process, to provide

Strategic Planning Consultant Services for the Troy Public Library for an estimated amount of \$28,000 and a contingency amount of \$2,800, at prices contained in the bid tabulation opened February 23, 2023, 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 submission of properly executed contract documents, including insurance certificates and all other specified requirements.

b) Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications - Aggregates

Suggested Resolution

Resolution #2023-04-

RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract to provide Aggregates with an option to renew for one (1) additional year to *Bedrock Express, LTD of Ortonville, MI* for Proposal A, Line Items 2 – 9. All aggregates to be purchased on as needed basis, at unit prices contained in the bid tabulation opened March 23, 2023, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with the contract expiring April 30, 2025.

Proposal A: Bedrock Express, LTD Low Bid Line Item Pricing

Item	Est Qty per Ton	Price per Ton	Est Total Cost
2.) 22A GRAVEL	700	\$18.49	\$12,943.00
3.) PEA GRAVEL	300	\$22.95	\$6,885.00
4.) 60/40 GRAVEL	100	\$22.95	\$2,295.00
5.) CLASS II FILL SAND	2,500	\$9.95	\$24,875.00
6.) CRUSHED CONCRETE, 1" – 3"	100	\$17.95	\$1,795.00
7.) 21AA LIMESTONE	1,000	\$21.49	\$21,490.00
8.) 2NS SAND	200	\$17.95	\$3,590.00
9.) MASON SAND	100	\$17.95	\$1,795.00
ESTIMATED TOTAL PROPOSAL A:			\$75,668.00

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

c) Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Hauling and Disposal of Dirt and Debris

Suggested Resolution

Resolution #2023-04-

RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract for Hauling and Disposal of Dirt and Debris services with an option to renew for one (1) additional year for Items 1 – 4 to the low bidder meeting specifications; *Bedrock Express, LTD of Ortonville, MI*; all Hauling and Disposal will be purchased on an as needed basis at unit prices contained in the

bid tabulation opened March 23, 2023; a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with the contract expiring April 30, 2025.

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

d) Standard Purchasing Resolution 1: Award to Low Bidder – Contract 23-01 – 2023 Water Main Improvements

Suggested Resolution

Resolution #2023-04-

RESOLVED, That Troy City Council hereby **AWARDS** Contract No. 23-01, 2023 Water Main Improvements, to *Superior Excavating, Inc., 2240 Auburn Rd, Auburn Hills, MI 48326*, for their low bid of \$666,539.50.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements, and if additional work is required, such additional work is **AUTHORIZED** in an amount not to exceed 20% of the total project cost.

e) Standard Purchasing Resolution 10: Travel Authorization and Approval to Expend Funds for Troy City Council Member Travel – 2023 US Conference of Mayors 91st Annual Meeting

Suggested Resolution

Resolution #2023-04-

RESOLVED, That Troy City Council hereby **AUTHORIZES** City Council Member travel expenses for the 2023 US Conference of Mayors 91st Annual Meeting, in accordance with accounting procedures of the City of Troy.

J-5 Subrecipient Agreement Between Oakland County and City of Troy for 2023 High Intensity Drug Trafficking Area (HIDTA) Grant

Suggested Resolution

Resolution #2023-04-

WHEREAS, The Oakland County Narcotic Enforcement Team (NET) is a multi-jurisdictional drug enforcement task force charged with the responsibility of investigating drug trafficking within Oakland County and Southeastern Michigan; the purpose of the task force is to detect and apprehend persons who violate narcotic and drug laws; and,

WHEREAS, Troy Police Department provides a full-time investigator for participation in NET; and,

WHEREAS, NET has entered into a Grant agreement with the Michigan High Intensity Drug Trafficking Area of the United States Office of National Drug Control Policy whereby NET

investigators are eligible to receive reimbursement for qualifying NET-related costs, including overtime costs; and,

WHEREAS, A Subrecipient Agreement between Oakland County and City of Troy is required for purposes of receiving reimbursement for qualifying costs associated with the Troy Police Department investigator assigned to NET;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the 2023 HIDTA Grant Subrecipient Agreement between Oakland County and City of Troy.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Chief of Police to sign the 2023 HIDTA Grant Subrecipient Agreement between Oakland County and City of Troy, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-6 Approval of Contract No. 22-5534 with MDOT for Right -of-Way Acquisition Work to Widen Rochester Road from Five Lanes to a Six-Lane Boulevard from Barclay Drive to Trinway Road – Project No. 2022CG0002)

Suggested Resolution

Resolution #2023-04-

RESOLVED, That Troy City Council hereby **APPROVES** Contract No. 22-5534 between the City of Troy and the Michigan Department of Transportation for the right-of-way acquisition work to widen Rochester Road from five lanes to a six-lane boulevard between Barclay Drive and Trinway Road at a total estimated cost of \$5,528,750 with the City share estimated at \$1,003,469, and **AUTHORIZES** the Mayor and City Clerk to execute the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings: None Submitted

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

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

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

N. COUNCIL REFERRALS:

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

N-1 No Council Referrals Submitted**O. REPORTS:**

O-1 Minutes – Boards and Committees:

- a) Parks and Recreation Board-Final – February 10, 2022
- b) Parks and Recreation Board-Final – April 28, 2022

O-2 Department Reports:

- a) Recreation Senior Programming Report
- b) First Quarter 2023 Litigation Report
- c) Volunteer Firefighter Incentive Plan (VFIP) Replacement Plan Recommendation

O-3 Letters of Appreciation:

- a) To Officer Allen from Barbara Joabar
- b) To Officer Moriarty from Linda Krebs

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

2023 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

April 17, 2023 Special Meeting – Budget
December 2, 2023.....Special Meeting – Troy Advance

2023 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

April 17, 2023 Regular Meeting
May 8, 2023 Regular Meeting
May 22, 2023 Regular Meeting
June 12, 2023 Regular Meeting
June 26, 2023 Regular Meeting
July 10, 2023..... Regular Meeting
July 24, 2023..... Regular Meeting
August 7, 2023 Regular Meeting
August 21, 2023..... Regular Meeting
September 11, 2023..... Regular Meeting
September 18, 2023..... Regular Meeting
October 2, 2023..... Regular Meeting
October 16, 2023..... Regular Meeting
November 13, 2023..... Regular Meeting
November 20, 2023..... Regular Meeting
December 4, 2023..... Regular Meeting
December 11, 2023..... Regular Meeting

**PROCLAMATION TO CELEBRATE
WALSH COLLEGE
100 YEARS – 1922 - 2022**

WHEREAS, Mervyn Walsh left his job as Thomas Edison's accountant to buy a franchise to teach the Pace Method of Accounting. He opened the Walsh Institute in Detroit's Capitol Theater on September 18, 1922. He knew that he could prepare students for successful careers by combining academic excellence with real world experience. Twenty-three students enrolled and tuition was \$60; and

WHEREAS, Edgar Wheeler became the first graduate of Walsh Institute in 1926. In 1928, enrollment reached 286 students, and seven graduates organized the Walsh Institute Alumni Association. Alumna Grace Dimmer became Michigan's first woman to earn the CPA designation in 1930; and

WHEREAS, Walsh Institute marked its 25th anniversary in 1947 and enrollment reached 1,508, in large part due to the GI Bill of Rights. In 1965, William C. Stewart became the Institute's president on the retirement of Mervyn Walsh. Walsh trustees determined that the Walsh Institute would change its educational charter by having its own building, offering an accounting curriculum approved by the State Board of Accountancy, and receiving State Board of Education approval; and

WHEREAS, Walsh Institute was renamed Walsh College of Accountancy and Business Administration, an upper-division college offering coursework for juniors and seniors who have finished two years at community colleges and four-year institutions. Walsh purchased 20 acres of farmland from Morris Wattles for a new location in Troy and in 1969 ground was broken for a new 10,000-square-foot location in Troy which opened in 1970; and

WHEREAS, In 1974, Walsh offers its first graduate degree: a Master of Science in Taxation. A 7,400 square-foot addition to the Troy location triples the size of the library and adds two lecture halls, a bookstore, and a student lounge. A 4.2 million addition to the Troy location is completed in 1990 and includes a cafeteria, computer lab, and faculty and administrative space. In 1998, Walsh opens the location in Novi, launches an MBA degree, and offers its first online courses; and

WHEREAS, In 2006, a Doctor of Management in Executive Leadership, the first doctoral degree, is offered and they broke ground for a 36,000-square-foot, two-story addition named for Walsh President Emeritus Jeffery Barry. In 2013, an award-winning, 1,400-square-foot Finance Lab opens for students, with 12 Bloomberg terminals, large flat-screen televisions tuned to market and financial reports, and breakout rooms where students can examine current market conditions, trends, and discuss future projections. Walsh holds its 100th Commencement Ceremony; and

WHEREAS, Six of the graduate degree programs at Walsh College in Troy have been recognized nationally by *onlinemastersdegrees.org* including a No. 1 online nationwide ranking for its Master of Science in Data Analytics program. Other honors include: Master of Science in Taxation, No. 3 online nationwide; Master of Business Administration, No. 6 online in Michigan; Master of Marketing, No. 15 online nationwide, No. 13 most affordable online nationwide; Master of Science in Information Technology, No. 18 online nationwide; and Master of Science in Finance, No. 20 online nationwide;

NOW, THEREFORE, BE IT RESOLVED, That the Mayor and City Council of the City of Troy hereby congratulate **Walsh College on their 100th anniversary** and commend it's nine presidents: Mervyn Walsh, William C. Stewart, Jeffery W. Barry, David A. Spencer, Keith A. Pretty, Stephanie W. Bergeron, Marsha Kelliher, Michael Levens, and Suzy Siegle for their leadership and dedication; and

BE IT FURTHER RESOLVED, That the Mayor, City Council and City Management join the citizens of this community in celebration of the **100th anniversary of Walsh College** and the quality and value of their degree programs, dedication of their faculty, staff, and students, who work hard every day to make a positive impact in the world and look forward to it being part of Troy for many more years to come.

Presented this 10th Day of April 2023



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: March 28, 2023

To: Mark F. Miller, City Manager

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

Subject: PUBLIC HEARING – PRELIMINARY SITE PLAN REVIEW (File Number SP2022-0027)
– Proposed Estates at Eckford (One Family Residential Cluster), South side of Eckford, West of Rochester (Parcels 88-20-15-252-028, -002, -036, -037, -004, -005), Section 15, Currently Zoned R-1C (One Family Residential) District.

The petitioner Mondrian Properties submitted the above referenced Preliminary Site Plan application for a 26-unit One Family Residential Cluster on a 7.56-acre parcel. The development proposes to preserve 35% of dedicated open space. The petitioner is proposing homes which range in size from an 1,990 square foot ranch to a 2,900 square foot colonial.

City Council has the authority to approve these types of developments following a recommendation by the Planning Commission. The Planning Commission held a public hearing on this item on February 14, 2023 and recommended approval of this item by a vote of 7-1.

During the meeting the applicant offered to provide patios instead of decks for all homes. This eliminates the need for rear yard setback relief for decks for all 26 units. The applicant seeks setback relief from the 40-foot perimeter setback requirement for Unit 26, where only 32 feet is provided between the house and the property line to the south.

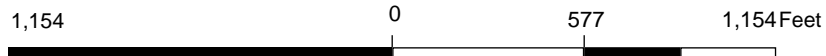
A City Council public hearing has been scheduled for April 10, 2023.

Legal Review

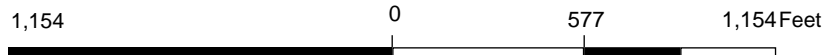
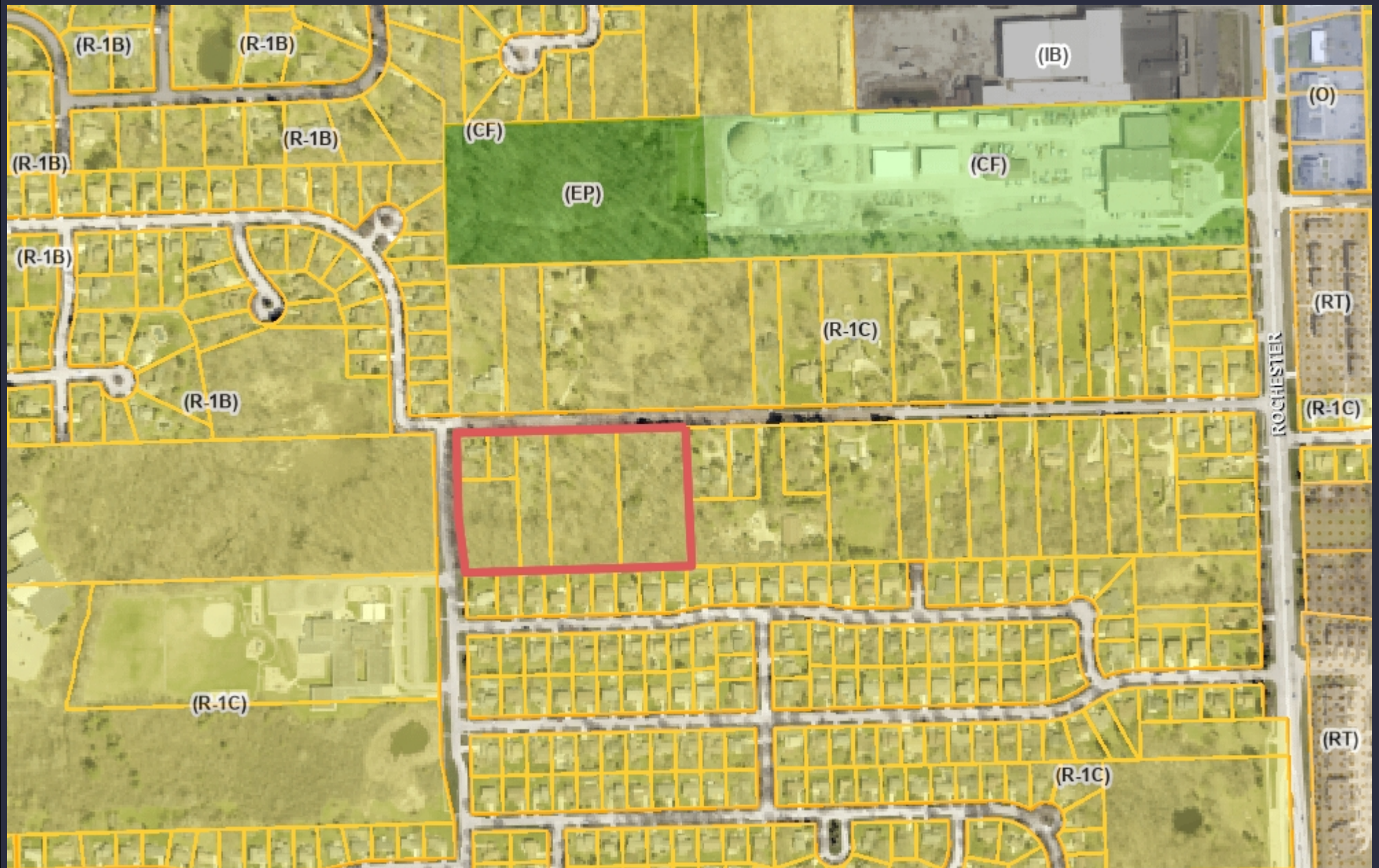
This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.

Attachments:

1. Maps
2. Report prepared by Carlisle/Wortman Associates, Inc.
3. OHM Memo, dated January 31, 2023
4. Minutes from February 14, 2023 Planning Commission Regular meeting (excerpt)
5. Preliminary Site Plan Application



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.



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Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

Date: February 7, 2023

Preliminary Site Condominium Cluster Review For City of Troy, Michigan

Project Name:	Estates of Eckford
Plan Date:	January 12, 2023
Location:	Southeast corner of Eckford Drive and Tallman Drive
Zoning:	R-1C, One-family Residential District
Action Requested:	Preliminary Site Condominium Cluster Approval

PROJECT AND SITE DESCRIPTION

We are in receipt of a preliminary site plan application for a twenty-six (26) unit detached single-family cluster development. Nine (9) of the lots will be accessed off Eckford, one (1) lot off Tallman, and the remaining sixteen (16) lots will be accessed from a new private road that is located off Tallman Drive. The site is six (6) parcels and is a total of 7.56 acres. The site is vacant but encumbered with wetlands and tree cover. The development is directly across Eckford Drive from the recently approved Eckford Oaks cluster development.

The applicant proposes a cluster development. The base density base under the R-1C, One-Family Residential as determined by the submission of a parallel plan is twenty (20) units. See parallel plan section for more details. The applicant is seeking six (6) additional units above the parallel plan density by providing 35% of the total site as open space, and preserving a significant amount of the onsite wetlands. Furthermore, the applicant is also providing a 10-foot-wide public bike path through their development. The path is intended to continue the path that starts at the Daisy Knight Dog Park on Livernois through the DPW site just to the north.

The applicant is proposing a ranch, story and a half, and colonial option which range in size from a 1,990 sq/ft ranch with second floor option to a 2,900 sq/ft colonial.

Figure 1. - Location and Aerial Image of Subject Site



Size of Subject Property:

The parcel is 7.56 acres

Proposed Uses of Subject Parcel:

Twenty-six (26) detached single family condominium cluster development.

Current Use of Subject Property:

The subject property is currently vacant

Current Zoning:

The property is currently zoned R-1C, One-family Residential District.

Surrounding Property Details:

Direction	Zoning	Use
North	R-1C, Cluster Development	Single-family Cluster
South	R-1C, One-family Residential District	Single-family homes
East	R-1C, One-family Residential District	Single-family homes
West	R-1B, One-family Residential District	Vacant (Troy Schools)

NATURAL RESOURCES

Topography:

A topographic survey has been provided on sheet P-1.0. The site slopes from the northwest to southeast.

Wetlands:

The survey indicates onsite wetlands, primarily on the southeast and eastern portions of the site. The application impacts onsite wetlands. The applicant did not provide a wetland delineation report or a permit review from EGLE.

Woodlands:

A tree survey has been provided to inventory the natural features that exist onsite. The survey identified a total of approximately 550 trees on site. The applicant is preserving a good amount of onsite trees. Most are noted as good quality with only a few invasive species. Full replacement and preservation details are shown in **Table 2**.

Table 2. – Woodland Protection Ordinance

Replacement Details		
Protected Tree	Inches Removed	Replacement Required
Landmark	1590 inches	1590 inches
Woodland	1530 inches	765 inches
Preservation/Mitigation	Inches Preserved	Credit

Landmark	831 inches	1662 inches
Woodland	911 inches	1822 inches
Total	0 inches required for replacement. The number of inches preserved and credited exceed the mitigation required.	

Items to be addressed: Provide wetland delineation report and a permit review from EGLE.

PARALLEL PLAN

The parallel site plan provided by the applicant includes five (5) lots constructed atop the wetlands on the east and southeast portions of the site. This includes lots 7, 9, 23, 24, and 25. Due to the presence of wetlands, development on these lots would require a permit from EGLE and may not be realistic. Excluding these lots from the parallel site plan, we find the base density in the parallel plan to be twenty (20) lots.

Based on 20 lots and 1.35 (based on 35% open space) the allowable number of units is 27 lots. The applicant is seeking approval of twenty-six (26) lots. Even by reducing the parallel plan by five (5) lots, the applicant is still able to obtain the requested 26 units by providing 35% open space.

Items to be addressed: none

SITE ARRANGEMENT

The proposed one-family cluster development consists of twenty-six (26) units. Nine (9) of the lots will be accessed off Eckford, one (1) lot off Tallman, and the remaining sixteen (16) lots will be accessed from a new private road that is located off Tallman Drive. The smallest lot in size is 6,300 sq. ft and the average lot size is 7,086 sq. ft.

The cluster option is offered as an alternative to traditional residential development. The cluster option is intended to:

1. Encourage the use of property in accordance with its natural character.
2. Assure the permanent preservation of open space and other natural features.
3. Provide recreational facilities and/or open space within a reasonable distance of all residents of the Cluster development.
4. Allow innovation and greater flexibility in the design of residential developments.
5. Facilitate the construction and maintenance of streets, utilities, and public services in a more economical and efficient manner.
6. Ensure compatibility of design and use between neighboring property.
7. Encourage a less sprawling form of development, thus preserving open space as undeveloped land.
8. Allow for design innovation to provide flexibility for land development where the normal development approach would otherwise be unnecessarily restrictive or contrary to other City goals

The applicant has submitted a parallel plan to establish a base density and portray the visual difference between traditional site design versus cluster development. Based on a parallel plan of 20 units, the applicant is seeking six (6) additional units above the parallel plan density by providing 35% of the total site as open space, preserving a significant amount of the onsite wetlands, and providing a 10-foot path that provides a trail connection.

Items to be addressed: *Planning Commission shall determine if requirements are met to qualify for cluster development options and if the additional number of units is commensurate with open space being preserved.*

AREA, WIDTH, HEIGHT, SETBACKS and REGULATORY FLEXIBILITY

The intent of the cluster development provisions is to relax the typical R-1C district bulk requirements in order to encourage a less sprawling form of development that preserves open space and natural resources. As set forth in 10.04.E, the applicant is able to seek specific departures from the dimensional requirements of the Zoning Ordinance for yards and perimeter setback as a part of the approval process.

Table 1. – Bulk Requirements

	Required/Allowed	Provided	Compliance
Density	Overall density shall not exceed the number of residential cluster units as developed under a conventional site condominium, unless a density bonus has been granted by City Council.	Base Density = 20 units + Cluster bonus (35% bonus) = 27 units are allowed The applicant is seeking 26 units.	26 units are permitted with City Council approval.
Perimeter Setback	Equal to the rear yard setback requirement for the underlying zoning district of the property directly adjacent to each border = 40-feet when adjacent to R1-C, otherwise 25-feet	Lots 1-25 comply. Lot 26 is only 32-feet, 40-feet required.	Lot 26 does not comply. See note below.
Lot Size	NA	Range in size from 6,300 sq. ft. and 9,723 sq. ft.	Complies with approval of Cluster by City Council
Front Setback (building)	20 feet	Varies between 20-feet and 25-feet	Complies
Rear Setback (building)	25-feet setback	20-feet/25-feet (Eckford) 22-feet/27-feet (Internal)	Decks encroach into rear yard. See note below.
Side Setback (building)	7.5-feet setback 15-feet total	7.5-feet minimum 15-feet total	Complies
Open Space Requirements: Minimum Percentage	20%	Proposing to preserve 2.7 acres of the 7.56 acres, or 35% for open space.	Complies. Applicant must submit open space preservation covenant.

Lot 26, which is adjacent R-1C zoned lot, requires a 40-foot perimeter setback. The applicant is encroaching 8 feet into the required 40-foot setback. In addition, decks for all units extend 15-feet from every home, and hence encroach 15-feet in to the required 25-foot setback.

The City Council, based upon a recommendation from the Planning Commission, may waive the perimeter and rear lot provisions provided that the applicant has demonstrated innovative and creative site and building designs and solutions, which would otherwise be unfeasible or unlikely to be achieved absent this provision. The Planning Commission should consider the purpose and intent of the Cluster Development option in considering the setback deviations.

Items to be addressed: Consider the deck encroachment into perimeter and rear buffer for lot 26.

OPEN SPACE REQUIREMENTS

A requirement of the Cluster Option is to provide at least one (1) of the following open space benefits:

- a. **Significant Natural Features.** Preservation of significant natural features contained on the site, as long as it is in the best interest of the City to preserve the natural features that might be negatively impacted by conventional residential development. The determination of whether the site has significant natural features shall be made by the City Council, after review of a Natural Features Analysis, prepared by the applicant, that inventories these features; or
- b. **Recreation Facilities.** If the site lacks significant natural features, it can qualify with the provision of usable recreation facilities to which all residents of the development shall have reasonable access. Such recreation facilities include areas such as a neighborhood park, passive recreational facilities, soccer fields, ball fields, bike paths, or similar facilities that provide a feature of community-wide significance and enhance residential development. Recreational facilities that are less pervious than natural landscape shall not comprise more than fifty (50) percent of the open space. The determination of whether the site has significant natural features shall be made by the City Council after review of a Site Analysis Plan, prepared by the applicant, that inventories these features; or
- c. **Preservation of Common Open Space or Creation of Natural Features.** If the site lacks significant natural features, a proposed development may also qualify if the development will preserve common open space or create significant natural features such as wetlands. The determination of whether the site has significant natural features shall be made by the City Council after review of a Site Analysis Plan, prepared by the applicant, which inventories these features.

The site is approximately 7.5 acres, and the applicant is proposing to reserve 2.6 acres for common open space, or 35% of the total site. Open space is provided around the existing wetlands along the eastern portion of the site and a significant open space buffer along the southern property line. Within the southern buffer, the applicant is providing a 10-foot path that provides a trail connection.

As part of the review, the Planning Commission is to consider and make a recommendation to City Council if the layout and open space plan meets the intent and standards of the Cluster provision and has the applicant creatively designed the site to either preserve significant natural resources (trees, wetland) or provide quality open space and site amenities.

Guarantee of Open Space and Tree Preservation:

The applicant shall provide documentation to guarantee that all open space portions of the development will be preserved and maintained as approved and that all commitments for

such preservation and maintenance are binding on successors and future owners of the subject property. All such documents shall be subject to approval by the City Attorney. No structures (pools, sheds) or equipment (play structures, etc.) are permitted within the dedicated open space area.

Items to be addressed: *Planning Commission is to consider and make a recommendation to City Council if the layout and open space plan, and/or natural features meet the intent of the Cluster provision and has the applicant creatively designed the site to either preserve significant natural resources (wetland, trees) or provide quality open space.*

SITE ACCESS AND CIRCULATION

Vehicular

Access to sixteen (16) lots will be from a single location off Tallman Drive. The development will be served by an internal twenty-eight (28) foot wide private road, located inside of a forty (40) foot roadway easement.

Pedestrian

The applicant proposes a six (6) foot wide concrete sidewalk along the perimeter of the private road. In addition, the applicant is adding a sidewalk along Eckford Drive and Tallman Drive.

The applicant is also providing a 10-foot wide public bike path through their development. The path is intended to continue the path that starts at the Daisy Knight Dog Park on Livernois through the DPW site just to the north.

Items to be Addressed: *None*

STORMWATER

Stormwater will be managed by a regional detention system.

Items to be Addressed: *None.*

LANDSCAPING

One-Family Cluster development landscaping requirements are regulated by Section 13.02.F.2.

Table 2. – Landscaping Requirements

Frontage	Required	Provided	Compliance
Proposed Private Rd.	One (1) deciduous tree for every 50 lineal feet. $1,795/50 = 36 \text{ trees} = 36 \text{ trees}$	29 trees	Complies

Eckford	One (1) large evergreen tree per fifty (50) lineal feet. 741 lf./30 lf = 25 evergreen trees	Total of 39 new trees and 20 existing. Applicant notes they can not put all required trees along Eckford due to utilities and wetlands.	Complies with PC approval
Tallman	One (1) large evergreen tree per fifty (50) lineal feet. 447 lf./30 lf = 15 evergreen trees	However, they put additional trees and preserved trees on Tallman to compensate.	
Overall Landscaping	20%	21.2%	Complies

Items to be Addressed: None.

ELEVATIONS AND FLOOR PLANS

The applicant is proposing a ranch, story and a half, and colonial option which range in size from a 1,990 sq/ft ranch with second floor option to a 2,900 sq/ft colonial. Materials were not indicated.

Items to be Addressed: Indicate materials.

CLUSTER STANDARDS

As set forth in section 10.04.I, the applicant shall demonstrate that through the use of the Cluster option, the development will accomplish a sufficient number of the following objectives, as are reasonably applicable to the site, providing:

- Long-term protection and preservation of natural resources, natural features, and open space of a significant quantity and/or quality in need of protection or preservation, and which would otherwise be unfeasible or unlikely to be achieved absent these regulations.
- Innovative and creative site design through flexibility in the siting of dwellings and other development features that would otherwise be unfeasible or unlikely to be achieved absent these regulations.
- Appropriate buffer and/or land use transitions between the Cluster development and surrounding properties.
- A compatible mixture of open space, landscaped areas, and/or pedestrian amenities.
- Sustainable design features and techniques, such as green building, stormwater management best practices, and low impact design, which will promote and encourage energy conservation and sustainable development.
- A means for owning common open space and for protecting it from development in perpetuity.

- g. Any density bonus is commensurate with the benefit offered to achieve such bonus.
- h. The cluster development shall be adequately served by essential public facilities and services, such as: streets, pedestrian or bicycle facilities, police and fire protection, drainage systems, refuse disposal, water and sewage facilities, and schools. Such services shall be provided and accommodated without an unreasonable public burden.
- i. The architectural form, scale, and massing shall ensure buildings are in proportion and complementary to those of adjacent properties and the selected building materials are of high, durable quality. The garage shall not be the dominant feature of a residential building.

RECOMMENDATIONS

Planning Commission shall determine if requirements are met to qualify for cluster development option, if the required standards have been met, and if the additional number of units is commensurate with open space being preserved.

Items to consider include:

- Applicant is seeking following relief:
 - Lot 26, encroaches eight (8) feet into the required 40-foot setback along the southern property line.
 - Decks for all units extend 15-feet into the required 25-foot setback.
- Indicate materials
- Provide wetland delineation report and a permit review from EGLE.

The Planning Commission may request that either the applicant address aforementioned items or make a recommendation for City Council consideration.



CARLISLE/WORTMAN ASSOC., INC.
Benjamin R. Carlisle, LEED AP, AICP

memorandum



Date: January 31, 2023

To: R. Brent Savidant, AICP
Scott G Finlay, PE

From: Sara Merrill, PE, PTOE

Re: Estates of Eckford– Single Family Residential
Anticipated Traffic Impacts

The purpose of this memorandum is to provide an overview of anticipated traffic impacts resulting from Estates of Eckford, a proposed site condominium development consisting of 26 single-family homes, developed under a cluster option and to be sited at the corner of Eckford drive and Tallman Drive. The development will provide access via a new residential street on the south side of Eckford Drive and via the connection to Tallman Drive. Eckford Drive is a two-lane local road, located east of Rochester Road between Wattles Road and Long Lake Road.

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 peak commuter periods, 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 Eckford Oaks, based on the ITE Trip Generation Manual, 11th Edition, for Single-Family Detached Housing (ITE Land Use Code #210).

Land Use	Number of Site-Generated Trips								
	AM Peak Hour			PM Peak Hour			Daily		
	In	Out	Total	In	Out	Total	In	Out	Total
Single-Family Detached Residential (26 units)	5	17	22	18	10	28	146	146	292

During the morning (AM) peak hour, the proposed Estates of Eckford development is expected to generate 22 new trips: 5 inbound (entering the site), and 17 outbound (exiting the site). During the evening (PM) peak hour, the proposed site is expected to generate 28 new vehicle trips: 18 inbound (entering the site) trips, and 10 outbound (exiting the site). This pattern coincides with residents typically leaving in the morning for work and returning home in the evening.

Traffic volumes on residential streets are closely correlated with the number of residential units. While traffic on Eckford Drive will increase slightly over current conditions, the traffic volume will remain similar to many other residential streets. The traffic generated by the proposed development would be minimal, adding less than 30 vehicle trips during the peak (“busiest”) hour. This equates to approximately one vehicle every 2-3 minutes during the peak hours. The traffic impact of this site on the adjacent road network is negligible and would be imperceptible to the majority of road users.

PRELIMINARY SITE PLAN APPROVAL

5. **PUBLIC HEARING - PRELIMINARY SITE PLAN REVIEW (File Number SP2022-0027)**
– Proposed Estates at Eckford (One Family Residential Cluster), South side of Eckford, West of Rochester (Parcels 88-20-15-252-028, -002, -036, -037, -004, -005), Section 15, Currently Zoned R-1C (One Family Residential) District

Mr. Carlisle reviewed the Preliminary Site Plan application for the proposed Estates at Eckford cluster development. He addressed surrounding land uses and zoning, existing wetlands, applicant's request to seek six (6) additional units above the parallel plan density by providing 35% of open space, preservation of significant area of onsite wetlands and provision of a 10-foot-wide public bike path that would connect with the Daisy Knight Dog Park on Livernois.

Mr. Carlisle asked the Commission to consider the applicant's request for relief of required setbacks along the southern property line (Lot 26) and required setbacks to accommodate decks on all units. He asked that the applicant indicate building materials and provide a wetland delineation report and a permit review from EGLE (Environment, Great Lakes & Energy).

In summary, Mr. Carlisle said Planning Commission shall determine if requirements are met to qualify for a cluster development option, if required Cluster Standards (Section 10.04.I) have been met and if the additional number of units is commensurate with the open space being preserved.

Discussion among administration and Planning Commission:

- Clarification on proposed relief of required rear and side yard setbacks.
- Maintenance of trail.
- Purpose of T-turnaround (stub street).

Jim Eppink of J Eppink Partners, Inc. was present to represent Mondrian Properties. He addressed:

- Wetland delineation application and permitting review with EGLE.
- Proposed setbacks for Lot 26 and decks on all units; dimensional measurement of setbacks.
- Alternative to provide at-grade patios instead of decks.
- Density, as relates to parallel plan and by-right cluster development.
- Preservation of 35% open space.
- Intent to dedicate trail to the City of Troy.
- Application meets Master Plan intent by offering missing middle housing.
- Sidewalks and trail system through natural area.

There was discussion, some comments related to:

- Flexibility to offer homeowner patio or deck.
- Lot 26, as relates to setbacks and trailhead.
- Sustainable design features; preservation of quality wetlands, utilization of regional stormwater system by three neighborhoods.

- Process/application with EGLE to mitigate wetlands in three small pocket areas.
- Building materials; first floor brick on four sides; above levels brick, stone and/or hardie board.
- Building envelopes as relates to different home styles.
- Configuration of lots as relates to number of driveways on Eckford.
- Paving of entire gravel portion of Eckford; cost sharing among mutual developers.
- Traffic calming options.
- Trail material; asphalt.

Mr. Eppink agreed to provide patios instead of decks to eliminate the request for relief of setback requirements on all 26 units.

PUBLIC HEARING OPENED

- Anthony Kapas, 501 Eckford; addressed concerns with increased density, traffic, water problems and destroying beautiful existing neighborhood. He said the City Council and Planning Department are not listening to concerns expressed by residents and said City should be held accountable for their actions.
- Marilena Chis, 585 Thurber; expressed concerns with density, traffic, increase of students in Troy School District, and that green space is being destroyed, not preserved. She questioned perceived benefits of the development.
- Gary Blanck, 655 Thurber; addressed concerns with losing the natural environment, increased traffic especially related to school activity, and asked about woodland buffer.
- Deanna Tabar, 515 Thurber; addressed concerns with safety and privacy of nature trail, decrease in property values.

PUBLIC HEARING CLOSED

Mr. Carlisle addressed woodland buffer as relates to distance in feet to residential.

Mr. Eppink addressed the trail as relates to safety, privacy, maintenance and property values.

Mr. Savidant briefly reviewed the City Traffic Consultant OHM memorandum on anticipated traffic impacts that was included in the agenda packet.

Several Board members addressed the benefit for an applicant to utilize the cluster development option so that wetlands and natural resources can be preserved.

Resolution # PC-2023-02-013

Moved by: Fox

Seconded by: Faison

RESOLVED, The Planning Commission hereby recommends to the City Council that the proposed Estates of Eckford Site Condominium (One Family Residential Cluster), 26 units/lots, South side of Eckford, West of Rochester (Parcels 88-20-15-252-028, -

002, -036, -037, -004, -005), Section 15, approximately 7.56 acres in size, Currently Zoned R-1C (One Family Residential) District, be approved for the following reasons:

1. The cluster development better protects the site's natural resources than if the site were not developed as a cluster.
2. The cluster development better protects the adjacent properties than if the site were not developed as a cluster.
3. The cluster development is compatible with adjacent properties.
4. The site can be adequately served with municipal water and sewer.
5. The cluster development preserves 35% open space, to remain open space in perpetuity.

And approved with the following design considerations:

1. That patios only are provided with no option for decks.
2. That unit #26 be afforded flexibility of the 8-foot encroachment in the required perimeter setback.

Discussion on the motion on the floor.

Chair Lambert said he loves the trail and preservation of green space but expressed concern with the number of driveways going on Eckford. He said the City has been assured by the school superintendent in a written memorandum that the Troy School District can accommodate additional students. Chair Lambert stated the Planning Commission does not take into consideration tax revenues in its deliberation of proposed developments.

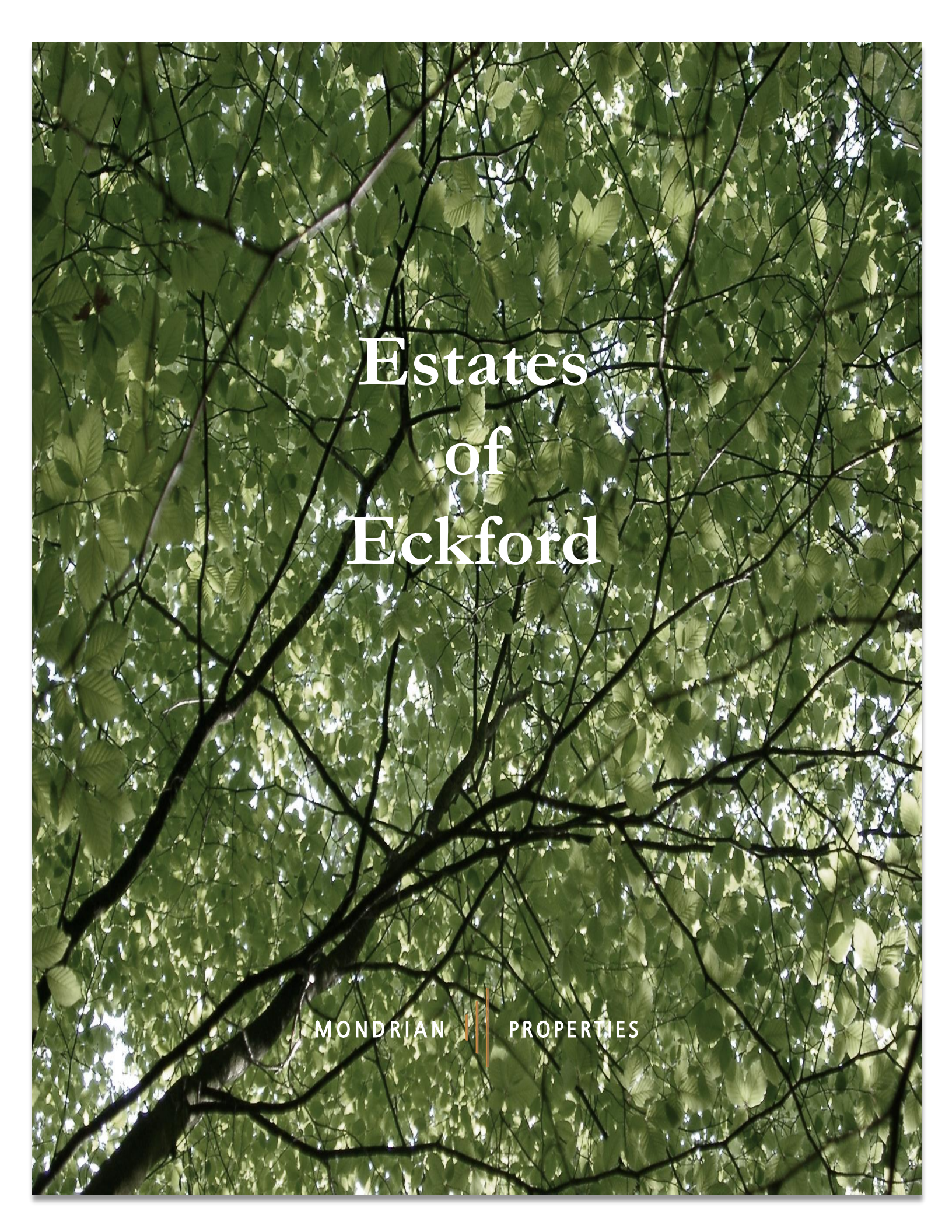
Mr. Buechner said that all Board members live in the City of Troy and that he has lived in two homes located on different trailways in the City. He shared that his family has never experienced any issues with safety, privacy, or lack of trail maintenance.

Mr. Krent said studies show property values increase for homes located on or near public trails and pathways.

Vote on the motion on the floor.

Yes: Buechner, Faison, Fox, Hutson, Krent, Perakis, Tagle
No: Lambert
Absent: Malalahalli

MOTION CARRIED



Estates of Eckford

MONDRIAN  PROPERTIES

To: City of Troy, Planning Department
From: Mondrian Properties
Re: Estates of Eckford

Dear Members of the Planning Commission,

We are pleased and honored to present **Estates of Eckford**, a **26 Unit Single Family** residential home community. At **Mondrian Properties** we pride ourselves on designing, developing and constructing premier homes and communities. In our two-decade-long history we have constructed more than 45 communities in Southeastern Michigan, many within the **City of Troy**.

The Mondrian team is comprised of a strong group of professionals that truly understand the complexity of this project. We have deep experience and commitment to building **High Quality Homes** which we will offer in combination with open space and buffer zones on this site. We feel confident that we will be able to manage this project with great respect, care and integrity for the surrounding community.

Our plan intends to **Preserve 2.7 Acres** (35%) of open space. We will also be offering **New Homes** intended for **Young families** and **Empty Nesters**. Our goal for this site is to work closely with the surrounding community and strategically placing the new homes while also replanting new trees. We are excited about this project and the **Open Space** we have been able to save and integrate into the plan.

As we are committed to being **Good Neighbors** to the community we have shared this information with our surrounding neighbors. Everyone received an informational package and were able to review the site plan and future home plans. We will continue to work in conjunction with the Surrounding Home Owners to ensure a smooth development and building process. We believe and are confident that our plan meets the **City of Troy's** intent for the **Cluster Option** while taking into consideration the surrounding community.

Best Regards

Joseph Maniaci
Mondrian Properties

**CITY OF TROY
PRELIMINARY SITE PLAN APPLICATION
ONE-FAMILY CLUSTER OPTION**

CITY OF TROY PLANNING DEPARTMENT
500 W. BIG BEAVER
TROY, MICHIGAN 48084
248- 524-3364
FAX: 248-524-3382
E-MAIL: [planning @ troymi.gov](mailto:planning@troymi.gov)



PRELIMINARY SITE PLAN REVIEW FEE
\$1,000.00
ESCROW FEE
\$1,800.00
ADMINISTRATIVE SITE PLAN REVIEW FEE
\$300.00

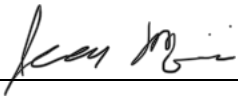
REGULAR MEETINGS OF THE CITY PLANNING COMMISSION ARE HELD ON THE SECOND AND FOURTH TUESDAYS OF EACH MONTH AT 7:00 P.M. AT CITY HALL.


PLEASE FILE A COMPLETE PRELIMINARY SITE PLAN APPLICATION, TOGETHER WITH THE APPROPRIATE FEE, NOT LESS THAN THIRTY (30) DAYS PRIOR TO THE DATE OF THAT MEETING.

-
1. NAME OF THE PROPOSED DEVELOPMENT: Estates of Eckford
2. ADDRESS OF THE SUBJECT PROPERTY: 500, 510, 530, & 650 Eckford Dr.
3. ZONING CLASSIFICATION OF THE SUBJECT PROPERTY: R1-C, one-family residential district
4. TAX IDENTIFICATION NUMBER(S) OF SUBJECT PROPERTY: 88-20-15-252-028, 002, 036, 037, 004, 005
5. DESCRIPTION OF PROPOSED USE: 28 lot single family development.
-

6. APPLICANT:	PROPERTY OWNER:
NAME <u>Joseph Maniaci</u>	NAME <u>same</u>
COMPANY <u>Mondrain Properties</u>	COMPANY _____
ADDRESS <u>50215 Schoenherr Rd.</u>	ADDRESS _____
CITY <u>Shelby Twp.</u> STATE <u>MI</u> ZIP <u>48315</u>	CITY _____ STATE _____ ZIP _____
TELEPHONE <u>586.726.7350</u>	TELEPHONE _____
E-MAIL <u>jmaniaci@mondrainproperties.com</u>	E-MAIL _____

7. THE APPLICANT BEARS THE FOLLOWING RELATIONSHIP TO THE OWNER OF THE SUBJECT PROPERTY:

8. SIGNATURE OF APPLICANT  DATE 8.17.22

9. SIGNATURE OF PROPERTY OWNER  DATE 8.17.22

BY THIS SIGNATURE, THE PROPERTY OWNER AUTHORIZES PLACEMENT OF A SIGN ON THE PROPERTY TO INFORM THE PUBLIC AS TO THIS REQUEST FOR PRELIMINARY SITE PLAN.

PRELIMINARY SITE PLAN SUBMITTAL CHECKLIST

THE FOLLOWING INFORMATION AND MATERIALS ARE NECESSARY FOR SUBMISSION:

- ☐ REQUIRED FEE
- ☐ ONE (1) FLASH DRIVE CONTAINING AN ELECTRONIC VERSION OF THE ENTIRE PRELIMINARY SITE PLAN APPLICATION (PDF Format) EMAIL SUBMITTALS ARE ACCEPTABLE

ONE (1) HARD COPY OF THE FOLLOWING:

- ☐ COMPLETED CITY OF TROY PRELIMINARY SITE PLAN APPLICATION FORM
- ☐ CERTIFIED BOUNDARY SURVEY
- ☐ CERTIFIED TOPOGRAPHIC SURVEY

TWO (2) HARD COPIES OF THE FOLLOWING:

- ☐ PRELIMINARY SITE PLAN SHOWING PROPOSED SITE LAYOUT AND USES
- ☐ PARALLEL PLAN AS PER SECTION 10.04.C.1.
- ☐ PRELIMINARY TREE PRESERVATION PLAN / TREE INVENTORY
- ☐ PRELIMINARY LANDSCAPE PLAN
- ☐ PRELIMINARY FLOOR PLANS
- ☐ PRELIMINARY ELEVATIONS
- ☐ PRELIMINARY GRADING PLAN
- ☐ PRELIMINARY LIGHTING PLAN
- ☐ WETLANDS DETERMINATION, IF REQUIRED

***ALL HARD COPY DRAWINGS SHALL BE FOLDED, STAPLED, SEALED AND SIGNED
BY A STATE OF MICHIGAN PROFESSIONAL ENGINEER, REGISTERED ARCHITECT,
REGISTERED LANDSCAPE ARCHITECT, OR PROFESSIONAL COMMUNITY PLANNER***

PLANNING COMMISSION AGENDAS ARE ELECTRONIC



Estates of Eckford Fact Sheet

Development

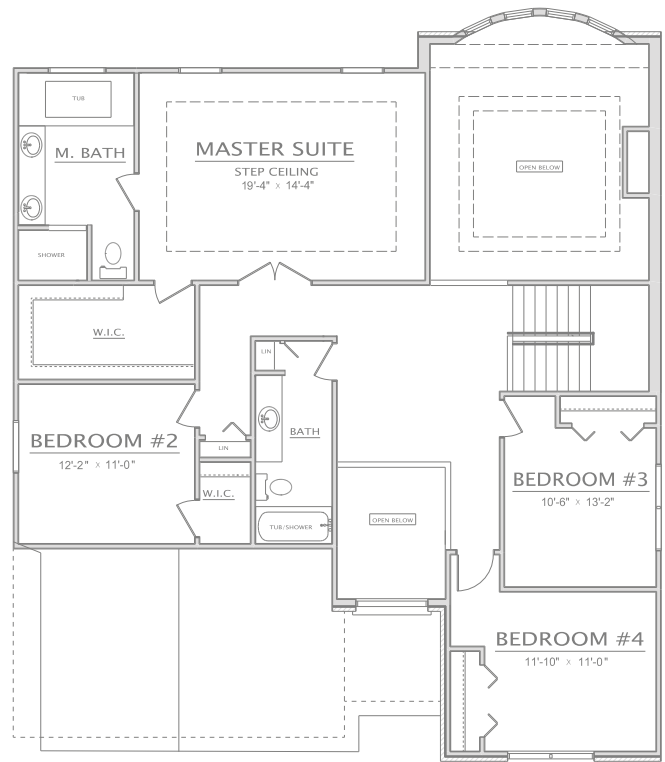
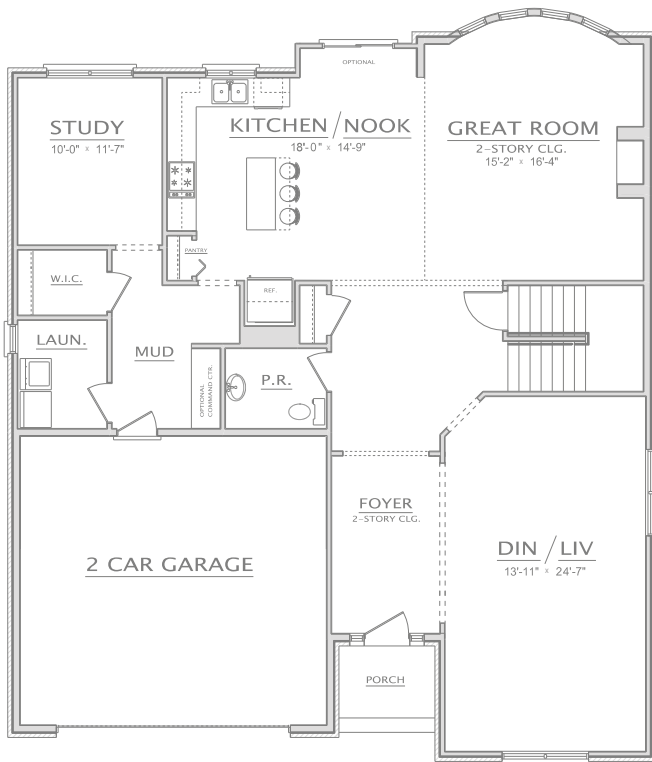
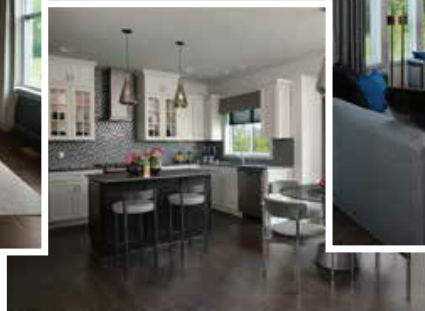
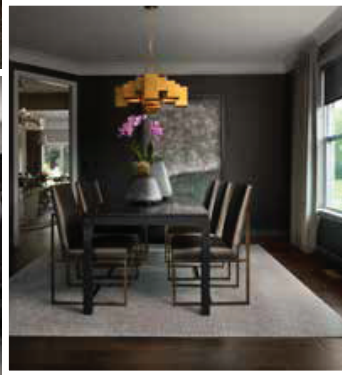
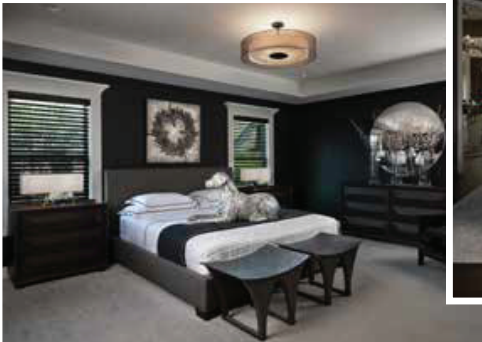
- 7.56 +/- Acres Site
- Zoning R-1C, Cluster Option
- 26 Single Family Homes
- Lot Sizes Approximately 60' x 105'
- Ranch, Story & Half and Colonial Home Styles
- Sizes from 1900 Square Feet and Above
- Development Start Spring 2023
- 30 Month Construction Period
- Off Site Model Homes Initially
- Main Road Access to the Site

Open Space

- Over 2.7 (35%) Acres of Open Space
- Buffer Zones
- Tree Replacement Plan
- Part of Troy Community Walking Trails

Contact Information

- Anita Khzouz
- E-mail: administration@mondrianproperties.com
- Phone: 586-726-7340



MONDRIAN

PROPERTIES

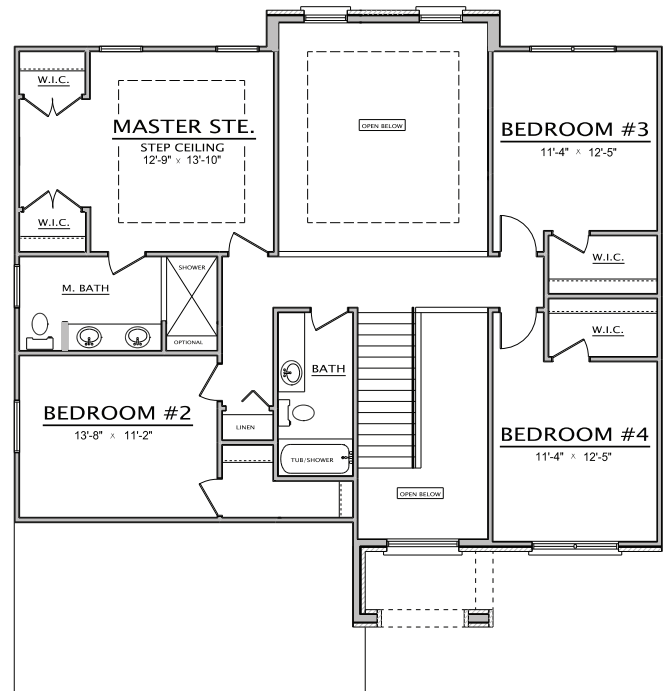
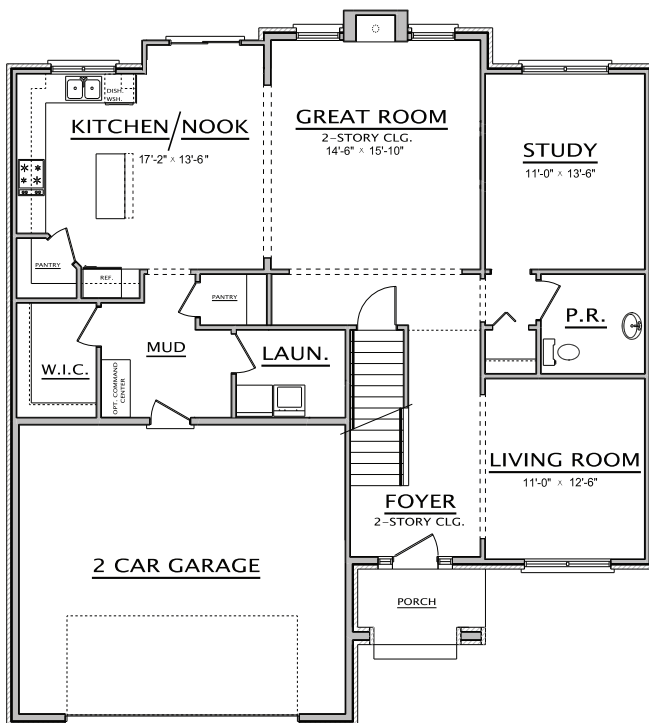
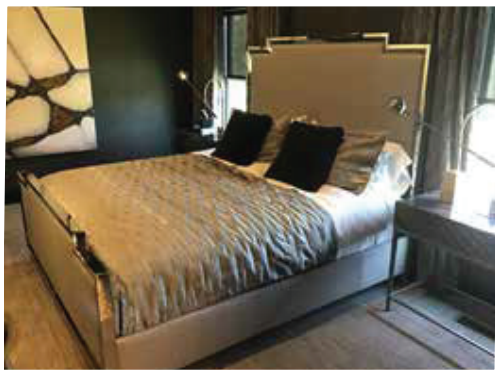
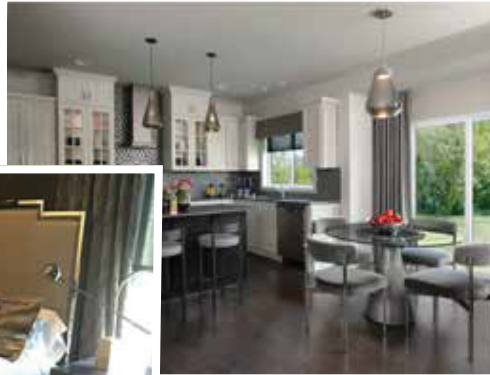
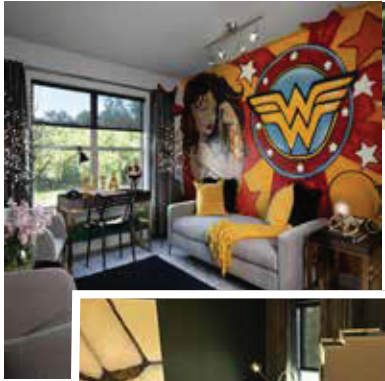
**MANOR
COLONIAL**
2900 sqft



MANOR COLONIAL

2900 sqft





MONDRIAN

PROPERTIES

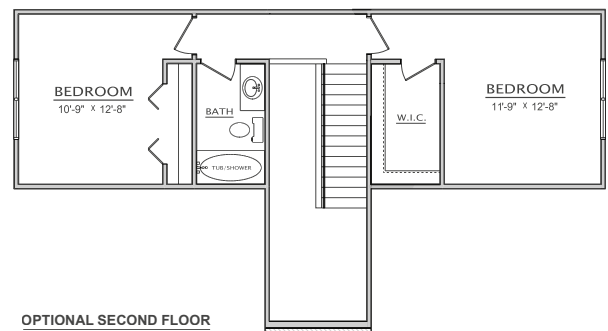
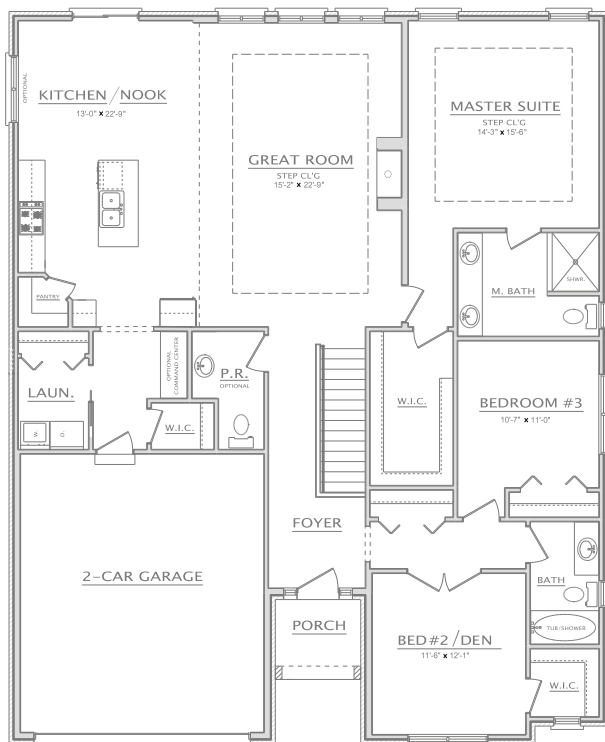
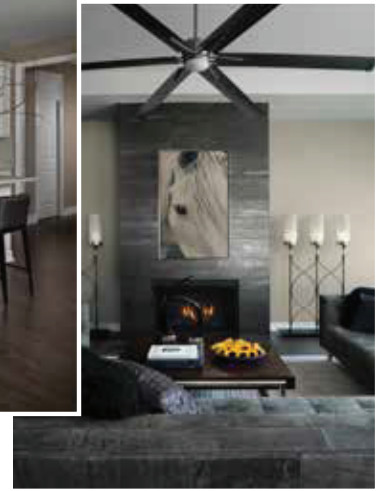
**TUDORGATE
COLONIAL**
2515 sqft



TUDORGATE COLONIAL

2515 sqft





HOMEWOOD RANCH

W/ OPTIONAL SECOND FLOOR
1990 SQFT.

MONDRIAN

PROPERTIES



HOMEWOOD RANCH

W/ OPTIONAL SECOND FLOOR
1990 SQFT.





The Estates of Eckford



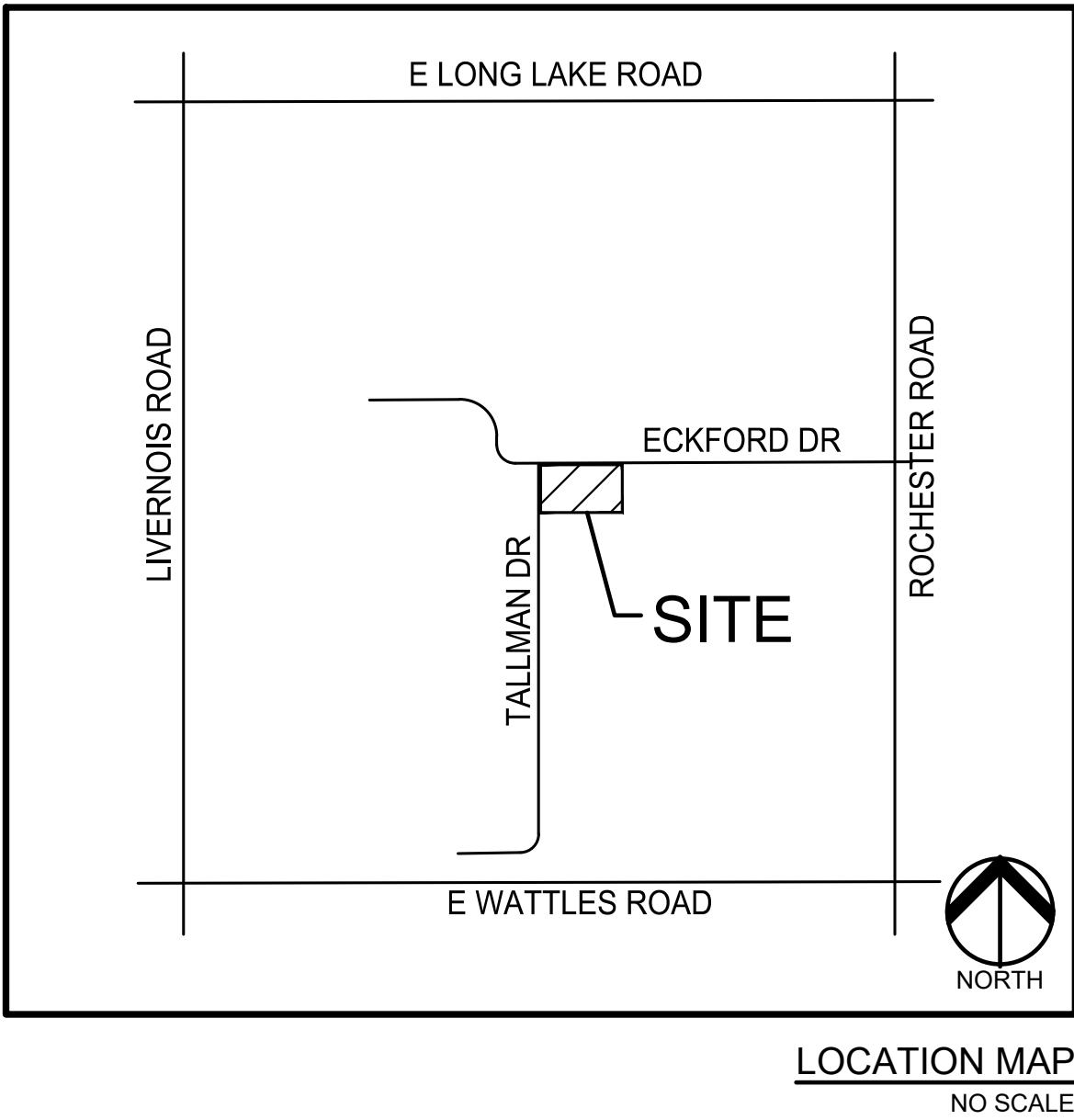
PRELIMINARY SITE PLANS

ESTATES OF ECKFORD

ECKFORD DR./TALLMAN DR.

TROY, OAKLAND COUNTY, MICHIGAN

PERMIT / APPROVAL SUMMARY		
DATE SUBMITTED	DATE APPROVED	PERMIT / APPROVAL



INDEX OF DRAWINGS	
NUMBER	TITLE
	COVER SHEET
P-1.0	TOPOGRAPHIC SURVEY
P-2.0	PRELIMINARY SITE PLAN
P-2.1	PARALLEL SITE PLAN
P-3.0	PRELIMINARY GRADING PLAN
P-4.0	PRELIMINARY UTILITY PLAN
L-1.0	PRELIMINARY LANDSCAPE PLAN
T-1.0	TREE PRESERVATION PLAN
T-1.1	TREE PRESERVATION LIST
T-1.2	TREE PRESERVATION LIST
	FOR REFERENCE
C-3	DPW REGIONAL DETENTION POND - SITE PLAN

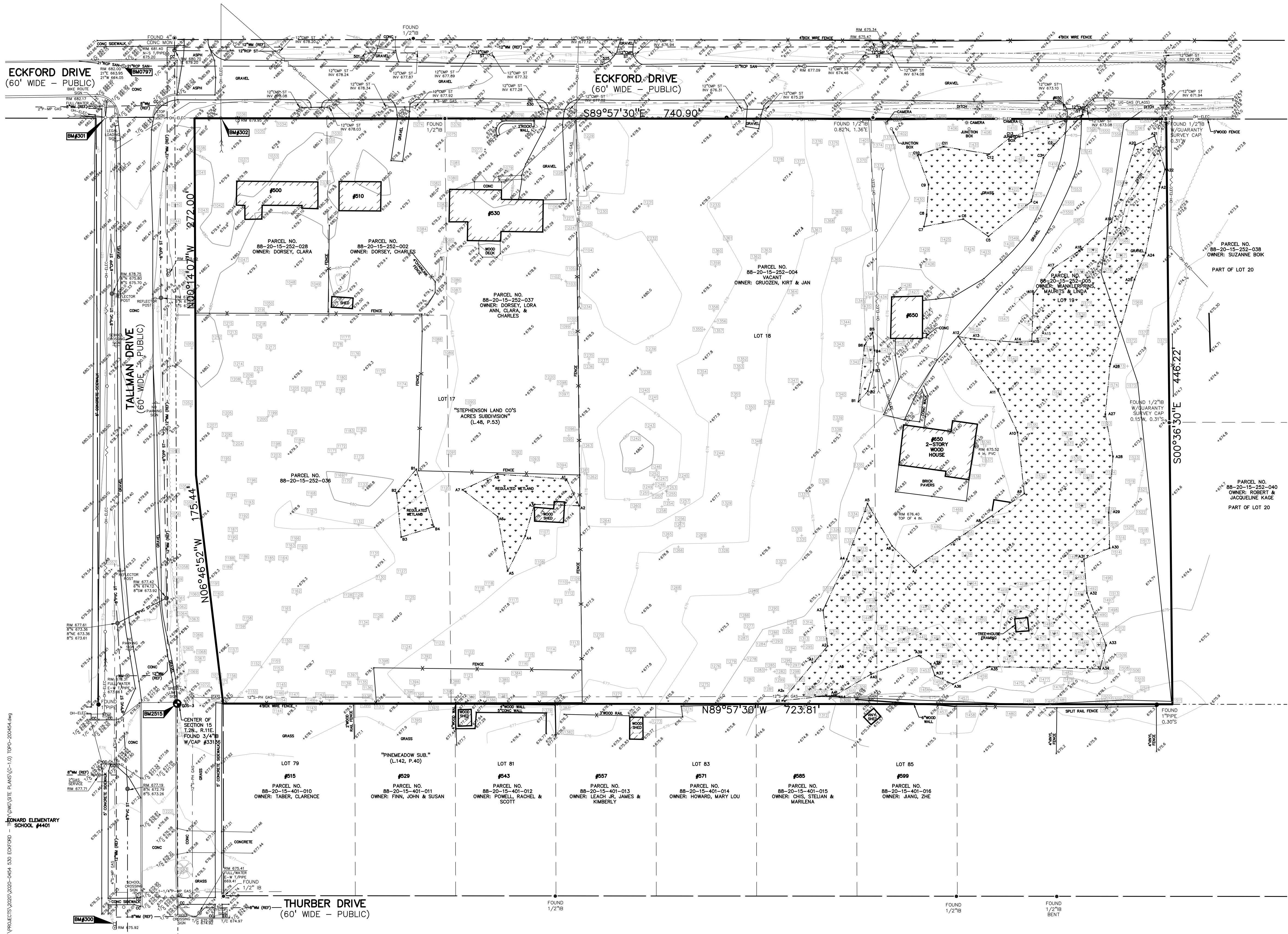
DESIGN TEAM

OWNER/APPLICANT/DEVELOPER	CIVIL ENGINEER
MONDRAIN PROPERTIES 50215 SCHOENHERR RD. SHELBY TWP, MI 48315 CONTACT: JOSEPH MANIACI PHONE: 586.726.7350 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
	LANDSCAPE ARCHITECT
	PEA GROUP 45 W. GRAND RIVER AVE., STE. 501 DETROIT, MI 48226 CONTACT: KIMBERLY DIETZEL, RLA PHONE: 844.813.2949 EMAIL: KDIEZEL@PEAGROUP.COM



REVISIONS	
DESCRIPTION	DATE
ORIGINAL ISSUE DATE	1/12/2022





LEGEND

IRON FOUND
IRON SET
NAIL FOUND
NAIL & CAP SET

BRASS PLUG SET
MONUMENT FOUND
MONUMENT SET

SEC. CORNER FOUND
RECORDED
MEASURED
CALCULATED

EXISTING
OH-ELEC-W-O-ELEC, PHONE OR CABLE TV O.H. LINE, POLE & GUY WIRE
UG-CATV-TELEPHONE U.G. CABLE, PEDESTAL & MANHOLE
UG-ELEC-ELECTRIC U.G. CABLE, MANHOLE, METER & HANDHOLE
GAS MAN. VALVE & GAS LINE HANDBOOK
WATERMAN. HYD. GATE VALVE, TAPPING SLEEVE & VALVE
SANITARY SEWER, CLEANOUT & MANHOLE
STORM SEWER, CLEANOUT & MANHOLE
COMBINED SEWER & MANHOLE
SQUARE, ROUND & BEEHIVE CATCH BASIN, YARD DRAIN
POST INDICATOR VALVE
WATER VALVE BOX/HYDRANT VALVE BOX, SERVICE SHUTOFF
MAILBOX, TRANSFORMER, IRRIGATION CONTROL VALVE
UNIDENTIFIED STRUCTURE
SPOT ELEVATION
CONTOUR LINE
FENCE
GUARD RAIL
STREET LIGHT
SIGN
CONC. CONCRETE
ASPH. ASPHALT
GRAVEL GRAVEL SHOULDER
WETLAND

REFERENCE DRAWINGS

WATER MAIN CITY OF TROY GIS, DATED 8-21-21
CITY OF TROY, TALLMAN AND ECKFORD WATER MAIN REPLACEMENT CONTRACT NO.5, PROJECT NO101501.5, SHEET 7, DATED 2-1-11

SANITARY SEWER CITY OF TROY GIS, DATED 8-21-21
CITY OF TROY, TALLMAN AND ECKFORD WATER MAIN REPLACEMENT CONTRACT NO.5, PROJECT NO101501.5, SHEET 7, DATED 2-1-11

STORM SEWER CITY OF TROY GIS, DATED 8-21-21
CITY OF TROY, TALLMAN AND ECKFORD WATER MAIN REPLACEMENT CONTRACT NO.5, PROJECT NO101501.5, SHEET 7, DATED 2-1-11

GAS CITY OF TROY, TALLMAN AND ECKFORD WATER MAIN REPLACEMENT CONTRACT NO.5, PROJECT NO101501.5, SHEET 7, DATED 2-1-11

FLOOD PLAIN FEMA F.I.R.M. MAP #26125C0534F, DATED 9-29-2006

BENCHMARKS
(GPS DERIVED - CITY OF TROY DATUM)

BM #300
ARROW ON HYDRANT WEST SIDE OF TALLMAN DRIVE, SOUTH OF LEONARD ELEMENTARY NORTH ENTRANCE.
ELEV. - 678.00

BM #301
BENCHTIE IN EAST FACE OF POWER POLE, SOUTH WEST CORNER OF ECKFORD DRIVE AND TALLMAN DRIVE.
ELEV. - 682.68

BM #302
MAG NAIL IN WEST FACE POWER POLE, SOUTH SIDE OF ECKFORD DRIVE AND EAST OF TALLMAN DRIVE.
ELEV. - 679.70

CITY OF TROY BM0797
N-RIM SAN M H W-BOUND LANE OF ECKFORD AT TALLMAN
ELEV. - 681.818(R)
ELEV. - 682.00(M)

CITY OF TROY BM2515
TOP OF 1/2" CAPPED IRON, E-SIDE TALLMAN AT B/C, N-END CONC ROAD C.O.C.
ELEV. - 677.98(R)
ELEV. - 678.104(M)

FLOODPLAIN NOTE:
BY GRAPHICAL PLOTTING, SITE IS WITHIN ZONE 'X', AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FLOOD INSURANCE RATE MAP NUMBER 26125C0534F, DATED SEPTEMBER 29, 2006.

LEGAL DESCRIPTION
(Per ATA NATIONAL TITLE GROUP COMMITMENT PACKAGE)

Land in the City of Troy, Oakland County, Michigan, described as follows:

PARCEL ID 88-20-15-252-028 (Parcel 1)

THE NORTH 150 FEET OF THE WEST 115.98 FEET OF LOT 17, EXCEPT THE WEST 15 FEET THEREOF, STEPHENSON LAND CO'S ACRES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 48, PAGE 53 OF PLATS, OAKLAND COUNTY RECORDS.

PARCEL ID 88-20-15-252-036 (Parcel 2)

LOT 17, EXCEPT THE EAST 100 FEET, ALSO EXCEPT THE NORTH 150 FEE OF THE WEST 190.98 FEET THEREOF, STEPHENSON LAND CO'S ACRES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 48, PAGE 53 OF PLATS, OAKLAND COUNTY RECORDS.

PARCEL ID 88-20-15-252-037

THE EAST 100 FEET OF LOT 17, STEPHENSON LAND COMPANY'S ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 48, PAGE 53 OF PLATS, OAKLAND COUNTY RECORDS.

PARCEL ID 88-20-15-252-002

PARCEL ID 88-20-15-252-004

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CLIENT
MONDRIAN PROPERTIES
50215 SCHOENHERR RD.
SHELBY TWP, MI 48315

PROJECT TITLE
ESTATES OF ECKFORD
ECKFORD DR./TALLMAN DR.
TROY, MICHIGAN

REVISIONS

NO.	DESCRIPTION

ORIGINAL ISSUE DATE:
JANUARY 12, 2023

DRAWING TITLE
TOPOGRAPHIC SURVEY

PEA JOB NO. 2020-0454
P.M. JBT
DN. KMB
DES. DSK
DRAWING NUMBER:

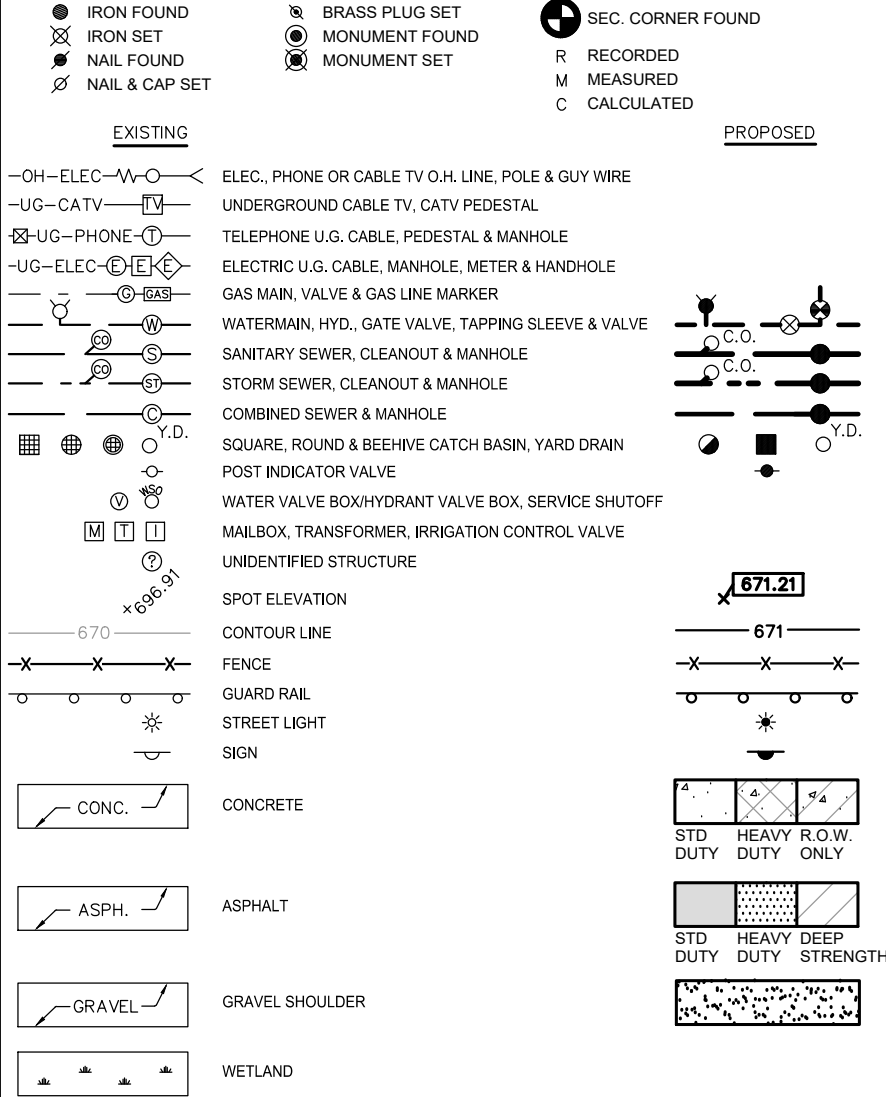
Parcel Area Table		Parcel Area Table		Parcel Area Table		Parcel Area Table	
PARCEL NO.	AREA (S.F.)	PARCEL NO.	AREA (S.F.)	PARCEL NO.	AREA (S.F.)	PARCEL NO.	AREA (S.F.)
1	8,521	9	6,300	16	7,490	23	6,420
2	6,300	10	7,490	17	9,377	24	7,490
3	6,300	11	7,490	18	9,723	25	7,490
4	6,300	12	6,310	19	7,490	26	7,331
5	6,563	13	6,420	20	6,420		
6	6,562	14	6,420	21	6,420		
8	6,300	15	6,420	22	6,420		

GENERAL NOTES:

THESE NOTES APPLY TO ALL CONSTRUCTION ACTIVITIES ON THIS PROJECT.

- ALL DIMENSIONS SHOWN ARE TO BACK OF CURB, FACE OF SIDEWALK, OUTSIDE FACE OF BUILDING, PROPERTY LINE, CENTER OF MANHOLE/CATCH BASIN OR CENTERLINE OF PIPE UNLESS OTHERWISE NOTED.
- 'NO PARKING-FIRE LANE' SIGNS SHALL BE POSTED ALONG ALL FIRE LANES AT 100 FOOT INTERVALS OR AS DIRECTED BY THE FIRE OFFICIAL.

LEGEND



TYPICAL UNIT DETAIL

SCALE: NTS

SITE DATA TABLE:

LOCATION OF PROJECT: CORNER OF TALLMAN AND ECKFORD DRIVE

SIZE OF PROPERTY: 7.56 ACRES

PROPOSED USE OF PROPERTY: TWENTY-SIX (26) DETACHED, SINGLE FAMILY HOMES

CURRENT ZONING: R-1C, ONE-FAMILY RESIDENTIAL DISTRICT

PROPOSED: R-1C, ONE-FAMILY RESIDENTIAL DISTRICT, CLUSTER OPTION

CLUSTER OPTION CALCULATION:

- BASE NUMBER OF UNITS: PARALLEL PLAN = 25 UNITS
- 20% DENSITY BONUS PER 10.040 = 5 UNITS
- 10% DENSITY BONUS PER 10.040 = 2 UNITS
- OPEN SPACE PROVIDED = 2.7 ACRES, (35%)
- TOTAL UNITS ALLOWED = 32 UNITS
- TOTAL UNITS PROVIDED = 26 UNITS

SURROUNDING PROPERTY DETAILS:

DIRECTION	ZONING	USE
NORTH	R-1C, ONE-FAMILY RESIDENTIAL DISTRICT	SINGLE-FAMILY HOMES
SOUTH	R-1C, ONE-FAMILY RESIDENTIAL DISTRICT	SINGLE-FAMILY HOMES
EAST	R-1C, ONE-FAMILY RESIDENTIAL DISTRICT	SINGLE-FAMILY HOMES
WEST	R-1C, ONE-FAMILY RESIDENTIAL DISTRICT	SINGLE-FAMILY HOMES

REQUIRED AND PROVIDED LOT DIMENSIONS:

	REQUIRED (CLUSTER):	PROVIDED:
FRONT	20 FOOT SETBACK*	20 FOOT/25 FOOT SETBACK (ECKFORD) 22 FOOT/27 FOOT SETBACK (INTERNAL)
REAR	40 FOOT SETBACK** 25 FOOT SETBACK	40 FOOT SETBACK** 25 FOOT SETBACK
SIDES	7.5 FOOT MIN. (ONE), 15 FOOT TOTAL	7.5 FOOT MIN. (ONE), 15 FOOT TOTAL
MAXIMUM HEIGHT	30 FEET, 2.5 STORY	30 FEET, 2.5 STORY
LOT WIDTH	85 FEET (R-1C)	60 FEET MIN.
OPEN SPACE	20%	35%
	* 25' FOR GARAGE SETBACK (EDGE WALK TO GARAGE DOOR) ** WHEN ADJACENT TO R-1C	

PROJECT AND SITE DESCRIPTION:

PROPOSED CONSTRUCTION OF A 26-LOT SINGLE FAMILY DETACHED SITE CONDOMINIUM PROJECT ON THE CORNER OF ECKFORD DRIVE AND TALLMAN DRIVE. ACCESS TO ALL UNITS WILL BE VIA CONNECTION TO TALLMAN DRIVE. THE PROPOSED RESIDENTIAL USE IS PERMITTED BY-RIGHT IN THE R-1C DISTRICT. THE SITE IS CURRENTLY WOODED.

SITE ARRANGEMENT:

THE PROPOSED SITE CONDOMINIUM CONSISTS OF 26 LOTS (30 LOTS ALLOWED) WITH MINIMUM LOT SIZE OF 6,300 SQUARE FEET. THE AVERAGE LOT SIZE IS 7,086 SQUARE FEET. 16 UNITS FRONT ON A NEW PRIVATE STREET WITH 9 FRONTING ECKFORD DRIVE. THE PROPOSED LOTS ARE REGULAR IN SHAPE, ALLOW FOR ADEQUATE SETBACKS, AND PERMIT SUFFICIENT SPACE FOR THE HOMES AND INGRESS AND EGRESS FOR EACH UNIT ACCORDING TO THE CLUSTER OPTION. A MINIMUM OF 20% OPEN SPACE HAS BEEN PROVIDED.

NATURAL RESOURCES:

THE SITE CURRENTLY HAS SIGNIFICANT TREE COVER.

ACCESS AND CIRCULATION:

VEHICULAR ACCESS AND CIRCULATION: VEHICULAR ACCESS TO INTERNAL UNITS WILL BE VIA A NEW STREET LOCATED OFF TALLMAN DRIVE. THE NEW ROADWAY WILL HAVE A FORTY (40) FOOT WIDE PRIVATE ROAD EASEMENT. LOTS 1 TO 9 WILL HAVE ACCESS FROM ECKFORD DRIVE. ECKFORD DRIVE IS CURRENTLY GRAVEL AND WILL BE PAVED ALONG THE FRONTAGE AS PART OF THE DEVELOPMENT.

PEDESTRIAN ACCESS AND CIRCULATION: A 5-FOOT WIDE SIDEWALK IS PROVIDED AT BOTH SIDES OF THE NEW ROADWAY AND ALONG THE SOUTH SIDE OF ECKFORD DRIVE IN FRONT OF THE DEVELOPMENT. A 10-FOOT WIDE ASPHALT PEDESTRIAN PATH IS ALSO PROPOSED TO CONNECT THIS SITE WITH THE PROPERTY ON THE OPPOSITE SIDE OF ECKFORD DRIVE.

DECK WAIVER:

THE DECKS EXTEND 15- FEET FROM HOME AND ENCR OACH 15- FEET INTO THE REQUIRED 25- FEET REAR YARD. HOWEVER, THE DECKS WOULD BE FURTHER AWAY FROM THE SOUTHERN PROPERTY LINE VIA CLUSTER THAN CONVENTIONAL LAYOUT.

UTILITIES:

UTILITIES ARE PLACED WITHIN STREET RIGHT-OF-WAY, OR 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.

STORM WATER DETENTION WILL BE PROVIDED OFF-SITE IN A REGIONAL DETENTION BASIN THAT IS OWNED AND MAINTAINED BY THE CITY OF TROY.



0 20 40 80
SCALE: 1" = 40'



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CLIENT

MONDRIAN PROPERTIES
50215 SCHOENHERR RD.
SHELBY TWP, MI 48315

PROJECT TITLE

ESTATES OF ECKFORD
ECKFORD DR./TALLMAN DR.
TROY, MICHIGAN

REVISIONS

ORIGINAL ISSUE DATE:
JANUARY 12, 2023

DRAWING TITLE

PRELIMINARY SITE PLAN

PEA JOB NO. 2020-0454

P.M. JBT

DN. KMB

DES. DSK

DRAWING NUMBER:

P-2.0

NOT FOR CONSTRUCTION

REFERENCE DRAWINGS

TROY GIS, DATED 6-21-21

TROY, TALLMAN AND ECKFORD WATER MAIN REPLACEMENT CONTRACT NO. 5,
P1.5, SHEET 7, DATED 2-1-11

TROY GIS, DATED 6-21-21

TROY, TALLMAN AND ECKFORD WATER MAIN REPLACEMENT CONTRACT NO. 5,
P1.5, SHEET 7, DATED 2-1-11

TROY GIS, DATED 6-21-21

TROY, TALLMAN AND ECKFORD WATER MAIN REPLACEMENT CONTRACT NO. 5,
P1.5, SHEET 7, DATED 2-1-11

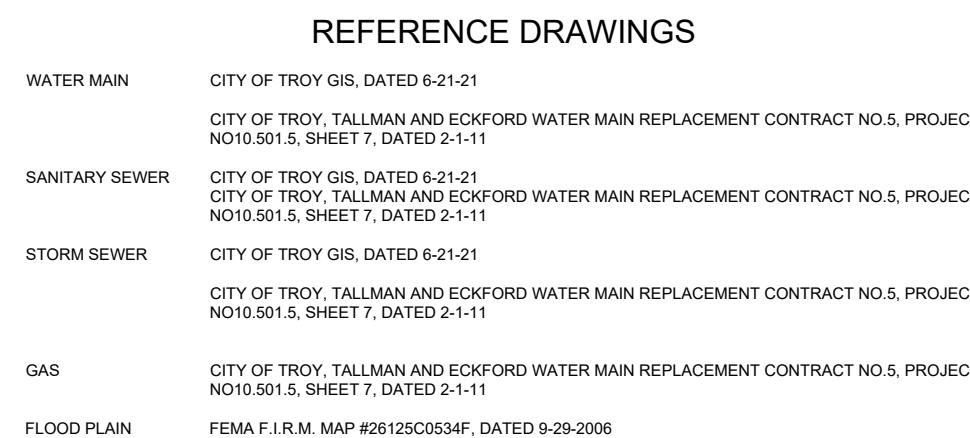
TROY, TALLMAN AND ECKFORD WATER MAIN REPLACEMENT CONTRACT NO. 5,
P1.5, SHEET 7, DATED 2-1-11

I.R.M. MAP #26125C0534F, DATED 9-28-2006

*THE LOT SIZE AVERAGE OPTION HAS BEEN APPLIED PER SECTION 10.01
MIN. UNIT AREA REQUIRED = 9450 SQ. FT.
MIN UNIT WIDTH AT BLDG. SETBACK
REQUIRED = 76.50 FEET



5: \PROJECTS\2020\2020-0454 530 ECKFORD - TROY\DWG\SITE PLANS\ (C-2.1) PARALLEL-200454.dwg



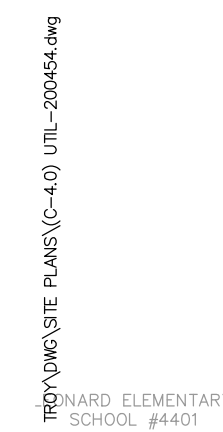
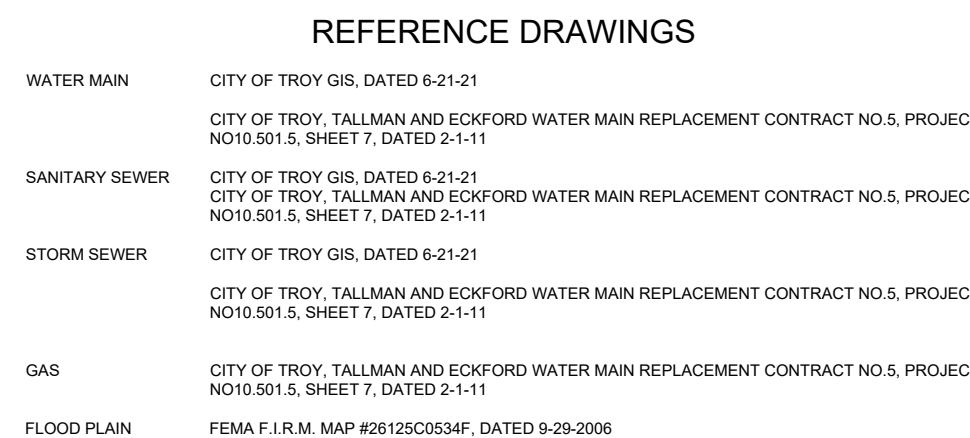
PROPOSED SPOT ELEVATION:
TYPICALLY TOP OF PAVEMENT IN PAVED
AREAS. GUTTER GRADE IN CURB LINES. * 622.50

ABBREVIATIONS:

G = GUTTER GRADE
T/P = TOP OF PAVEMENT
T/S = TOP OF SIDEWALK
T/W = TOP OF WALL
B/W = BOTTOM OF WALL
F.G. = FINISH GRADE
RIM = RIM ELEVATION

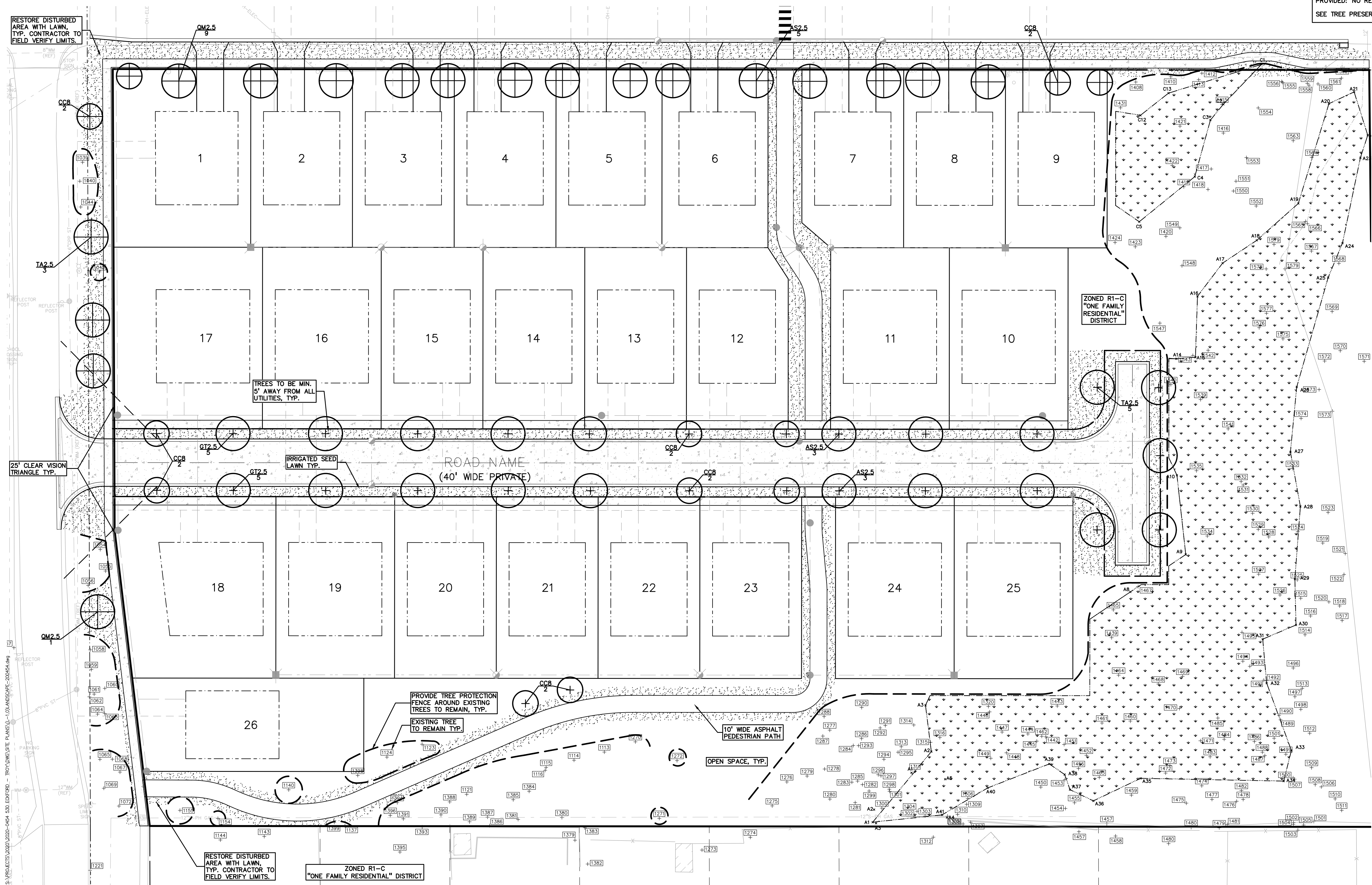
RETAINING WALL NOTE:
TOP OF WALL (T/W) AND BOTTOM OF WALL (B/W)
GRADES ARE THE FINISH GRADE AT THE TOP AND
BOTTOM OF THE RETAINING WALL, NOT ACTUAL TOP
AND BOTTOM OF THE WALL STRUCTURE.





DECIDUOUS TREE PLANT LIST:					
QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC
11	AS2.5	Legacy Sugar Maple	<i>Acer saccharum</i> 'Legacy'	2.5" Cal.	B&B
12	CC8	Forset Pansy Redbud	<i>Cercis canadensis</i> 'Forest Pansy'	8' Ht.	B&B
10	GT2.5	Sunburst Honeylocust	<i>Gleditsia triacanthos</i> f. <i>inermis</i> 'Suncole'	2.5" Cal.	B&B
8	TA2.5	Redmond Linden	<i>Tilia americana</i> 'Redmond'	2.5" Cal.	B&B
10	QM2.5	Bur Oak	<i>Quercus macrocarpa</i>	2.5" Cal.	B&B
51	TOTAL DECIDUOUS TREES				

LANDSCAPE CALCULATIONS:	
PER CITY OF TROY ZONING ORDINANCE, ZONED R1-C	
5.03 C-1A. GENERAL SITE LANDSCAPE REQUIRED: 20% OF SITE AREA SHALL BE LANDSCAPE MATERIAL (5.26 ACRES) 229,125 SF ÷ 20 % = 45,825 SF LANDSCAPE AREA REQUIRED	
PROVIDED: 48,787 SF LANDSCAPED AREA (21.2%)	
13.02 F. SUBDIVISION AND SITE CONDOMINIUM STANDARDS REQUIRED: 1 TREE PER 50 LF OF INTERNAL ROADS 716 LF ÷ 50 = 14.3 TREES TREES REQUIRED (EACH SIDE)	
PROVIDED: 29 PROPOSED TREES	
13.02 D2. GREENBELT REQUIRED: 1 TREE / 30 LF OF FRONTAGE TO PUBLIC RD. ECKFORD DRIVE - 741 LF FRONTAGE / 30 = 25 TREES TALLMAN DRIVE - 447 LF FRONTAGE / 30 = 15 TREES	
PROVIDED: 22 PROPOSED TREES AND 20 EXISTING TREES ALONG TALLMAN DR. AND 7 TREES ALONG ECKFORD DR. TO AVOID UTILITY CONFLICT THE FRONTAGE TREES ALONG ECKFORD ARE PROPOSED AT THE FRONT OF THE INDIVIDUAL LOTS.	
13.07 F. TREE REPLACEMENT: REQUIRED: WOODLAND TREES - 50% DBH TO BE REPLACED. 765" REPLACEMENT LANDMARK TREES - 100% DBH TO BE REPLACED. 1,590" REPLACEMENT TREES RETAINED ON SITE - 2x DBH RETAINED OFF REPLACEMENT REQUIRED. 1,822" WOODLAND AND 1,682" LANDMARK. TOTAL: -1,129" REQUIRED FOR REPLACEMENT.	
PROVIDED: NO REPLACEMENT REQUIRED.	
SEE TREE PRESERVATION PLAN, T-1.0, FOR TREE REMOVALS AND CALCULATIONS.	



KEY:

- = INTERNAL STREET TREES
- = GREENBELT TREES
- = IRRIGATED SEED LAWN
- = EXISTING TREES TO REMAIN WITH TREE PROTECTION FENCE

- GENERAL PLANTING NOTES:**
- LANDSCAPE CONTRACTOR SHALL VISIT SITE, INSPECT EXISTING SITE CONDITIONS AND REVIEW PROPOSED PLANTING AND RELATED WORK. IN CASE OF DISCREPANCY BETWEEN PLAN AND PLANT LIST, PLAN SHALL GOVERN QUANTITIES. CONTACT LANDSCAPE ARCHITECT WITH ANY CONCERNS.
 - CONTRACTOR SHALL VERIFY LOCATIONS OF ALL ON SITE UTILITIES PRIOR TO BEGINNING CONSTRUCTION ON HIS/HER PHASE OF WORK. ELECTRIC, GAS, TELEPHONE, CABLE TELEVISION MAY BE LOCATED BY CALLING MISS DIG 1-800-482-7171. ANY DAMAGE OR INTERRUPTION OF SERVICES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL COORDINATE ALL RELATED ACTIVITIES WITH OTHER TRADES ON THE JOB AND SHALL REPORT ANY UNACCEPTABLE JOB CONDITIONS TO OWNER'S REPRESENTATIVE PRIOR TO COMMENCING.
 - ALL PLANT MATERIAL TO BE PREMIUM GRADE NURSERY STOCK AND SHALL SATISFY AMERICAN ASSOCIATION OF NURSEYMEN STANDARD FOR NURSERY STOCK. ALL LANDSCAPE MATERIAL SHALL BE NORTHERN GROWN, NO. 1. GRADE.
 - CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON LANDSCAPE PLAN PRIOR TO PRICING THE WORK.
 - THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL NOT MEETING SPECIFICATIONS.
 - ALL SINGLE STEM SHADE TREES TO HAVE STRAIGHT TRUNKS AND SYMMETRICAL CROWNS.
 - ALL SINGLE TRUNK SHADE TREES TO HAVE A CENTRAL LEADER; TREES WITH FORKED OR IRREGULAR TRUNKS WILL NOT BE ACCEPTED.
 - ALL MULTI STEM TREES SHALL BE HEAVILY BRANCHED AND HAVE SYMMETRICAL CROWNS. ONE SIDED TREES OR THOSE WITH THIN OR OPEN CROWNS SHALL NOT BE ACCEPTED.
 - ALL TREES TO HAVE CLAY OR CLAY LOAM BALLS. TREES WITH SAND BALLS WILL BE REJECTED.
 - NO MACHINERY IS TO BE USED WITHIN THE DRIP LINE OF EXISTING TREES. HAND GRADE ALL LAWN AREAS WITHIN THE DRIP LINE OF EXISTING TREES.
 - ALL TREE LOCATIONS SHALL BE STAKED BY LANDSCAPE CONTRACTOR AND ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF THE PLANT MATERIAL.
 - IT IS MANDATORY THAT POSITIVE DRAINAGE IS PROVIDED AWAY FROM ALL BUILDINGS.
 - ALL PLANTING BEDS SHALL RECEIVE 3" SHREDDED HARDWOOD BARK MULCH WITH PRE EMERGENT, SEE SPECIFICATIONS. SHREDDED PALETTE AND DYED MULCH WILL NOT BE ACCEPTED.
 - ALL LANDSCAPED AREAS SHALL RECEIVE 3" COMPACTED TOPSOIL.
 - SEE SPECIFICATIONS FOR ADDITIONAL COMMENTS, REQUIREMENTS, PLANTING PROCEDURES AND WARRANTY STANDARDS.
 - TREES SHALL NOT CONFLICT/ BLOCK PROPOSED REGULATORY SIGNAGE, MONUMENT SIGNS, ADDRESS OR LIGHT POLES. SHIFT TREES AS NECESSARY TYP.

PEA GROUP
t: 844.813.2949
www.peagroup.com

STATE OF MICHIGAN
KIMBERLY DIETZEL
LANDSCAPE ARCHITECT
NOV 14 2023

NORTH

0 15 30 60
SCALE: 1" = 30'

811 Know what's below. Call before you dig.

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50215 SCHOENHERR RD.
SHELBY TWP, MI 48315

PROJECT TITLE
ESTATES OF ECKFORD
ECKFORD DR./TALLMAN DR.
TROY, MICHIGAN

REVISIONS

ORIGINAL ISSUE DATE:
JANUARY 12, 2023

DRAWING TITLE
PRELIMINARY LANDSCAPE PLAN

PEA JOB NO. 2020-0454
P.M. JBT
DN. KAD
DES. KAD
DRAWING NUMBER:

13.07 E. TREE REPLACEMENT:

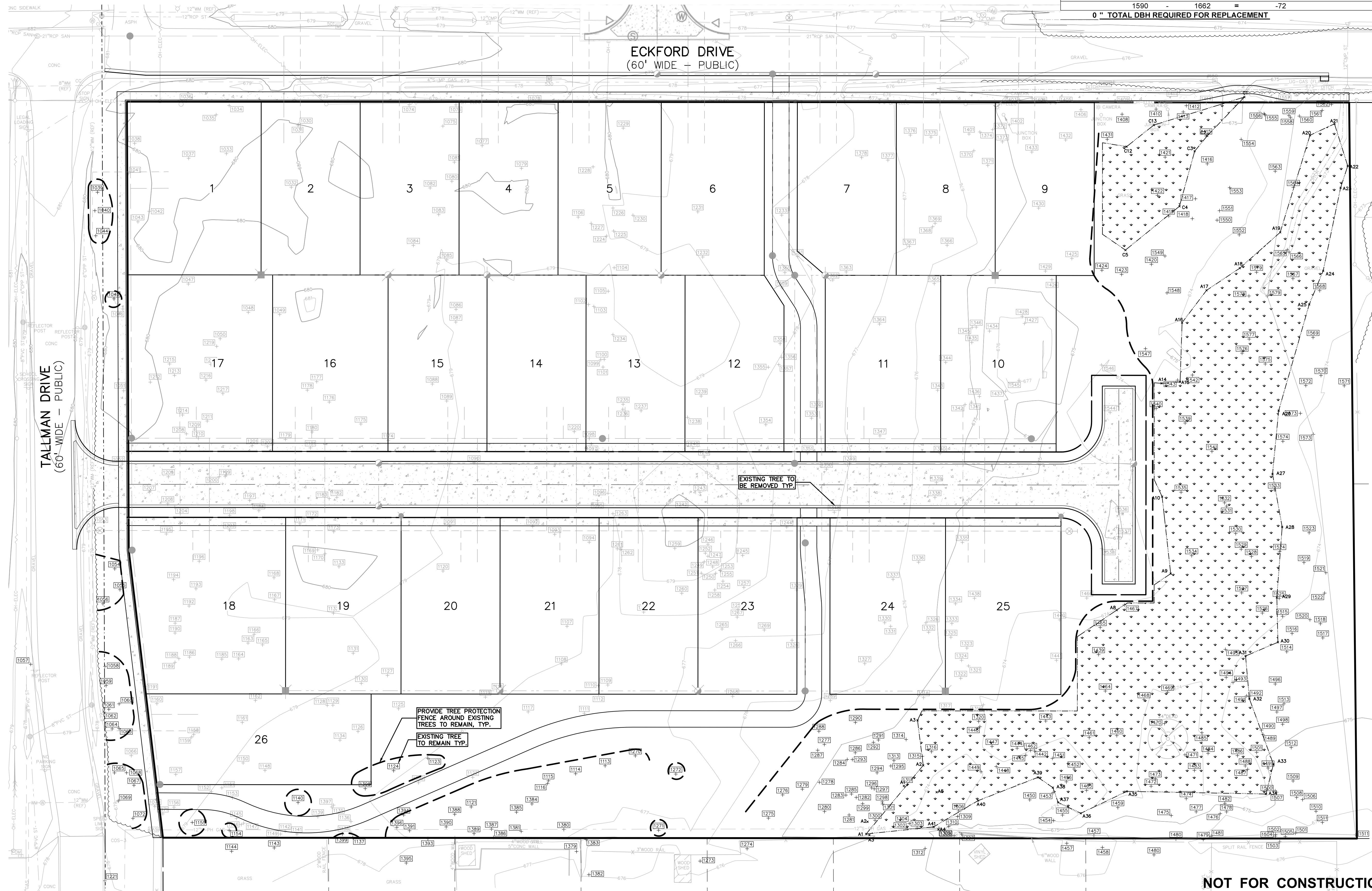
WOODLAND TREES: 50% DBH TO BE REPLACED - 2X DBH RETAINED.
786" REPLACEMENT - 1718" RETAINED CREDIT = -932".
0 WOODLAND REPLACEMENT REQUIRED.

LANDMARK TREES: 100% DBH TO BE REPLACED - 2X DBH RETAINED.
1590" REPLACEMENT - 1662" RETAINED CREDIT = -72".
0 LANDMARK REPLACEMENT REQUIRED.

NO TREES REQUIRED FOR REPLACEMENT.

WOODLAND TREES		
WOODLAND TREES REMOVED:	158	(REPLACE AT 50% OF REMOVED DBH)
1530" DBH x 0.5 =	765"	REPLACEMENT
WOODLAND TREES SAVED:	101	(CREDIT OF 2X DBH)
911" DBH x 2 =	1822"	CREDIT
765 -	1822	= -1057
0 " DBH REQUIRED FOR WOODLAND REPLACEMENT		

LANDMARK TREES		
LANDMARK TREES REMOVED:	69	(REPLACE AT 100% OF REMOVED DBH)
1590" DBH x 1 =	1590"	REPLACEMENT
LANDMARK TREES SAVED:	36	(CREDIT OF 2X DBH)
831" DBH x 2 =	1662"	CREDIT
1590 -	1662	= -72
0 " TOTAL DBH REQUIRED FOR REPLACEMENT		



0 15 30 60
SCALE: 1" = 30'



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50215 SCHOENHERR RD.
SHELBY TWP, MI 48315

PROJECT TITLE
ESTATES OF ECKFORD
ECKFORD DR./TALLMAN DR.
TROY, MICHIGAN

REVISIONS

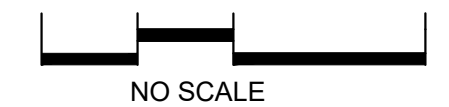
ORIGINAL ISSUE DATE:
JANUARY 12, 2023

DRAWING TITLE
TREE PRESERVATION PLAN

PEA JOB NO.	2020-0454
P.M.	JBT
DN.	KAD
DES.	KAD
DRAWING NUMBER:	

T-1.0

NOT FOR CONSTRUCTION



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ESTATES OF ECKFORD
ECKFORD DR./TALLMAN DR.
TROY, MICHIGAN

REVISIONS	

ORIGINAL ISSUE DATE:
JANUARY 12, 2023

DRAWING TITLE

**TREE
PRESERVATION
LIST**

PEA JOB NO.	2020-0454
P.M.	JBT
DN.	KAD
DES.	KAD
DRAWING NUMBER:	

NOT FOR CONSTRUCTION

T-1.1

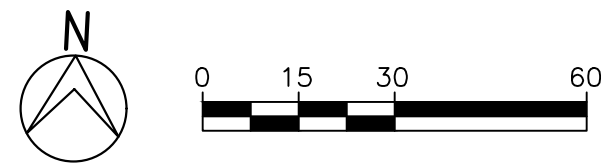
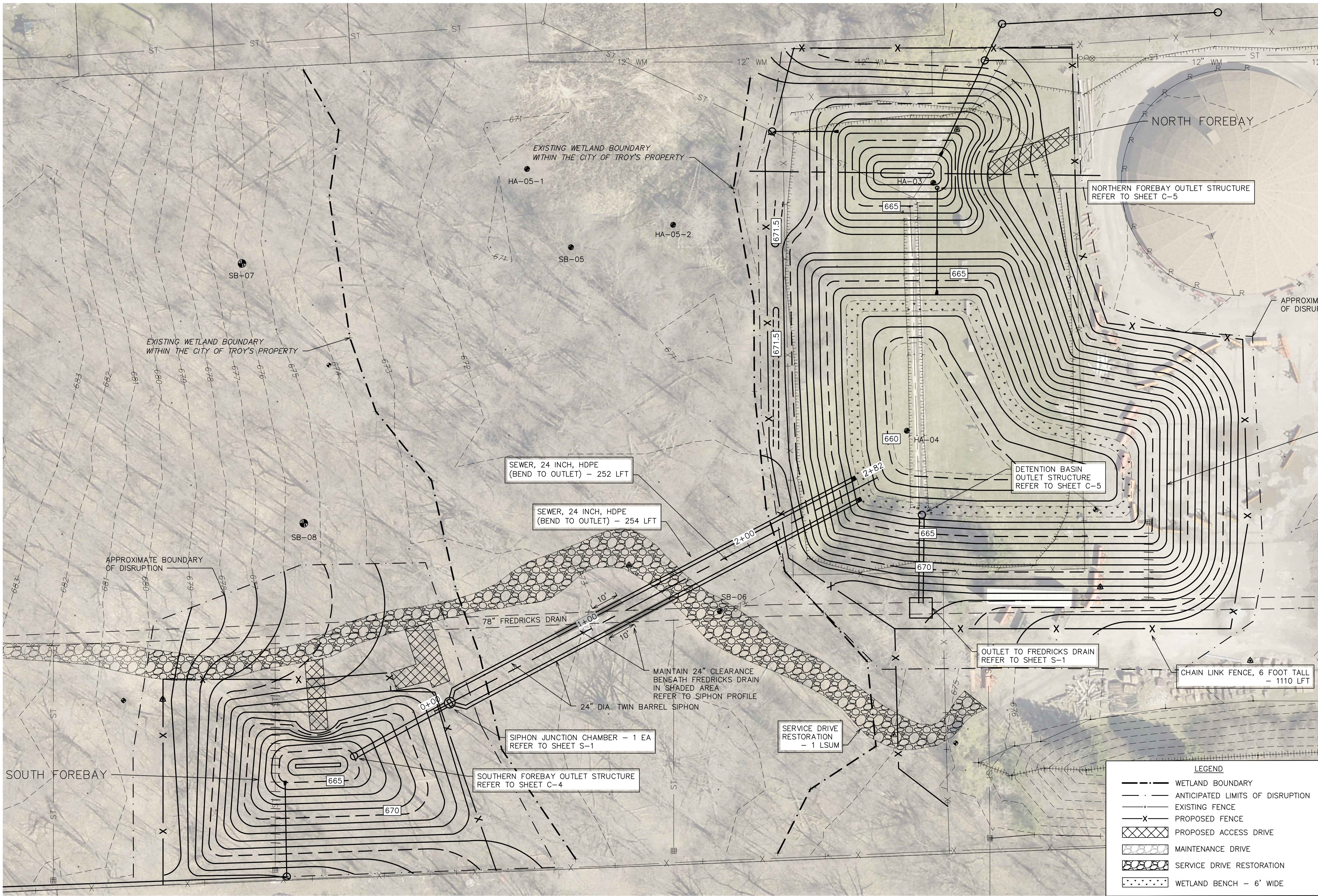
TAG	CODE	DBH	COMMON NAME	LATIN NAME	COND	COMMENTS	CLASS	SAVE / REMOVE	ON-SITE	REPLACE
1030	BS	7	Blue Spruce	Picea pungens	Fair		WOODLAND	R	N	REPLACE
1031	BS	6	Blue Spruce	Picea pungens	Fair		WOODLAND	R	N	REPLACE
1032	WC	15	White Cedar	Thuja occidentalis	Fair		LANDMARK	R	Y	REPLACE
1033	BS	10	Blue Spruce	Picea pungens	Poor		WOODLAND	R	Y	-
1034	BS	9	Blue Spruce	Picea pungens	Poor		WOODLAND	R	Y	-
1035	BS	13	Blue Spruce	Picea pungens	Poor		WOODLAND	R	Y	-
1036	SH	14	Shagbark Hickory	Carya ovata	Fair		WOODLAND	R	N	REPLACE
1037	BS	7	Blue Spruce	Picea pungens	Poor		WOODLAND	R	Y	-
1038	SH	17	Shagbark Hickory	Carya ovata	Good		LANDMARK	R	Y	REPLACE
1039	RO	9	Red Oak	Quercus rubra	Good		WOODLAND	S	N	-
1040	BR	6	Bur oak	Quercus macrocarpa	Fair		WOODLAND	S	N	-
1041	SH	14	Shagbark Hickory	Carya ovata	Good		WOODLAND	R	Y	REPLACE
1042	SH	9	Shagbark Hickory	Carya ovata	Fair		WOODLAND	R	Y	REPLACE
1043	SH	18	Shagbark Hickory	Carya ovata	Fair		LANDMARK	R	Y	REPLACE
1044	RO	9	Red Oak	Quercus rubra	Good		WOODLAND	S	N	-
1045	SH	9	Shagbark Hickory	Carya ovata	Fair		WOODLAND	S	N	-
1046	SH	18	Shagbark Hickory	Carya ovata	Good		LANDMARK	R	N	REPLACE
1047	WO	64	White Oak	Quercus alba	Good		LANDMARK	R	Y	REPLACE
1048	RO	8	Red Oak	Quercus rubra	Fair		WOODLAND	R	Y	REPLACE
1049	BR	26	Bur oak	Quercus macrocarpa	Fair		LANDMARK	R	Y	REPLACE
1050	BR	6	Bur oak	Quercus macrocarpa	Fair		WOODLAND	R	Y	REPLACE
1051	RO	32	Red Oak	Quercus rubra	Good	no tag	LANDMARK	R	N	REPLACE
1052	WO	27	White Oak	Quercus alba	Fair		LANDMARK	R	N	REPLACE
1053	RO	15	Red Oak	Quercus rubra	Good	x1-no tag	WOODLAND	R	N	REPLACE
1054	SH	17	Shagbark Hickory	Carya ovata	Good		LANDMARK	S	N	-
1055	RO	11	Red Oak	Quercus rubra	Good		WOODLAND	S	N	-
1056	RO	8	Red Oak	Quercus rubra	Good		WOODLAND	S	N	-
1057	E	10	American Elm	Ulmus americana	Fair		INVASIVE	S	N	-
1058	BR	6	Bur oak	Quercus macrocarpa	Good		WOODLAND	S	N	-
1059	SH	11	Shagbark Hickory	Carya ovata	Good		WOODLAND	S	N	-
1060	SH	12	Shagbark Hickory	Carya ovata	Fair		WOODLAND	S	N	-
1061	BR	8	Bur oak	Quercus macrocarpa	Poor		WOODLAND	S	N	-
1062	BR	6	Bur oak	Quercus macrocarpa	Fair		WOODLAND	S	N	-
1063	BR	7	Bur oak	Quercus macrocarpa	Good		WOODLAND	S	N	-
1064	RO	9	Red Oak	Quercus rubra	Good	no tag	WOODLAND	S	N	-
1065	E	8	American Elm	Ulmus americana	Fair		INVASIVE	S	N	-
1066	BR	7	Bur oak	Quercus macrocarpa	Poor		WOODLAND	R	N	-
1067	BR	8	Bur oak	Quercus macrocarpa	Poor		WOODLAND	S	N	-
1068	B	6	Basswood	Tilia americana	Good		WOODLAND	S	N	-
1069	TH	13	Thornapple/Hawthorne	Cragaeus spp.	Fair		LANDMARK	S	N	-
1070	BR	9	Bur oak	Quercus macrocarpa	Fair		WOODLAND	R	N	REPLACE
1071	SH	7	Shagbark Hickory	Carya ovata	Fair		WOODLAND	R	Y	REPLACE
1072	SH	7	Shagbark Hickory	Carya ovata	Good		WOODLAND	S	N	-
1074	SM	29	Silver Maple	Acer saccharinum	Fair		INVASIVE	R	N	-
1075	BS	6	Blue Spruce	Picea pungens	Fair		WOODLAND	R	Y	REPLACE
1076	BS	6	Blue Spruce	Picea pungens	Fair	x1	WOODLAND	R	Y	REPLACE
1077	BR	23	Bur oak	Quercus macrocarpa	Fair		LANDMARK	R	Y	REPLACE
1078	SM	17	Silver Maple	Acer saccharinum	Good	x1	INVASIVE	R	Y	-
1079	BS	11	Blue Spruce	Picea pungens	Poor		WOODLAND	R	Y	-
1080	BS	11	Blue Spruce	Picea pungens	Poor		WOODLAND	R	Y	-
1081	SM	16	Silver Maple	Acer saccharinum	Fair		INVASIVE	R	Y	-
1082	SM	27	Silver Maple	Acer saccharinum	Good		INVASIVE	R	N	-
1083	RM	7	Red Maple	Acer rubrum	Fair	x2	WOODLAND	R	N	REPLACE
1084	SM	17	Silver Maple	Acer saccharinum	Good	x1	INVASIVE	R	N	-
1085	BS	6	Blue Spruce	Picea pungens	Fair		WOODLAND	R	Y	REPLACE
1086	SM	17	Silver Maple	Acer saccharinum	Good		INVASIVE	R	Y	-
1087	BR	21	Bur oak	Quercus macrocarpa	Good		LANDMARK	R	Y	REPLACE
1088	BR	24	Bur oak	Quercus macrocarpa	Good		LANDMARK	R	Y	REPLACE
1089	WW	35	Weeping Willow	Salix babylonica	Fair		INVASIVE	R	Y	-
1090	BR	30	Bur oak	Quercus macrocarpa	Good		LANDMARK	R	Y	REPLACE
1091	BS	8	Blue Spruce	Picea pungens	Poor		WOODLAND	R	Y	-
1092	BS	9	Blue Spruce	Picea pungens	Poor		WOODLAND	R	Y	-
1093	BS	7	Blue Spruce	Picea pungens	Fair		WOODLAND	R	Y	REPLACE
1094	BS	6	Blue Spruce	Picea pungens	Poor		WOODLAND	R	Y	-
1095	E	17	American Elm	Ulmus americana	Good	x1	INVASIVE	R	Y	-
1096	B	16	Basswood	Tilia americana	Fair	x1	WOODLAND	R	Y	REPLACE
1097	B	11	Basswood	Tilia americana	Good		WOODLAND	R	Y	REPLACE
1098	SM	23	Silver Maple	Acer saccharinum	Good		INVASIVE	R	Y	-
1099	B	11	Basswood	Tilia americana	Good		WOODLAND	R	Y	REPLACE
1100	B	6	Basswood	Tilia americana	Fair		WOODLAND	R	Y	REPLACE
1101	SH	6	Shagbark Hickory	Carya ovata	Good		WOODLAND	R	Y	REPLACE
1102	BR	7	Bur oak	Quercus macrocarpa	Fair		WOODLAND	R	Y	REPLACE
1103	BR	12	Bur oak	Quercus macrocarpa	Fair		WOODLAND	R	Y	REPLACE
1104	BR	12	Bur oak	Quercus macrocarpa	Fair	x1	WOODLAND	R	Y	REPLACE
1106	BR	7	Bur oak	Quercus macrocarpa	Poor		WOODLAND	R	Y	-
1106	SH	21	Shagbark Hickory	Carya ovata	Good		LANDMARK	R	Y	REPLACE
1107	BR	37	Bur oak	Quercus macrocarpa	Good		LANDMARK	R	Y	REPLACE
1108	PH	10	Pignut Hickory	Carya glabra	Good		WOODLAND	R	Y	REPLACE
1109	B	8	Basswood	Tilia americana	Good	x1	WOODLAND	R	Y	REPLACE
1110	BR	24	Bur oak	Quercus macrocarpa	Good		LANDMARK	R	Y	REPLACE
1111	RO	11	Red Oak	Quercus rubra	Good		WOODLAND	R	Y	REPLACE
1112	PH	13	Pignut Hickory	Carya glabra	Good		WOODLAND	R	Y	REPLACE
1113	PH	9	Pignut Hickory	Carya glabra	Fair		WOODLAND	S	Y	-
1114	PH	12	Pignut Hickory	Carya glabra	Good		WOODLAND	S	Y	-
1115	PH	10	Pignut Hickory	Carya glabra	Good		WOODLAND	S	Y	-
1116	B	8	Basswood	Tilia americana	Good		WOODLAND	S	Y	-
1117	SH	17	Shagbark Hickory	Carya ovata	Good		LANDMARK	R	Y	REPLACE
1118	BR	28	Bur oak	Quercus macrocarpa	Good		LANDMARK	R	Y	REPLACE
1119	BR	45	Bur oak	Quercus macrocarpa	Fair		LANDMARK	R	Y	REPLACE
1120	CT	11	Cottonwood	Populus deltoides	Good		INVASIVE	R	Y	-
1121	BR	46	Bur oak	Quercus macrocarpa	Fair		LANDMARK	S	Y	-
1122	PH	14	Pignut Hickory	Carya glabra	Fair		WOODLAND	R	Y	REPLACE
1123	BR	23	Bur oak	Quercus macrocarpa	Fair		LANDMARK	S	Y	-
1124	SH	15	Shagbark Hickory	Carya ovata	Good		WOODLAND	S	Y	-
1126	BR	26	Bur oak	Quercus macrocarpa	Good		LANDMARK	R	Y	REPLACE
1126	SH	11	Shagbark Hickory	Carya ovata	Fair		WOODLAND	R	Y	REPLACE
1127	BR	16	Bur oak	Quercus macrocarpa	Fair		LANDMARK	R	Y	REPLACE
1128	RO	8	Red Oak	Quercus rubra	Good	x1- no tag	WOODLAND	R	Y	REPLACE
1129	BR	25	Bur oak	Quercus macrocarpa	Fair		LANDMARK	R	Y	REPLACE
1130	BR	26	Bur oak	Quercus macrocarpa	Fair		LANDMARK	R	Y	REPLACE

TAG	CODE	DBH	COMMON NAME	LATIN NAME	COND	COMMENTS	CLASS	SAVE / REMOVE	ON-SITE	REPLACE
1131	RO	10	Red Oak	Quercus rubra	Good	no tag	WOODLAND	R	Y	REPLACE
1132	SH	16	Shagbark Hickory	Carya ovata	Good		WOODLAND	R	Y	REPLACE
1133	SH	6	Shagbark Hickory	Carya ovata	Fair		WOODLAND	R	Y	REPLACE
1134	SH	15	Shagbark Hickory	Carya ovata	Good		WOODLAND	R	Y	REPLACE
1135	B	6	Basswood	Tilia americana	Good		WOODLAND	R	Y	REPLACE
1136	BR	12	Bur oak	Quercus macrocarpa	Fair		WOODLAND	R	Y	REPLACE
1137	SH	6	Shagbark Hickory	Carya ovata	Good		WOODLAND	S	Y	-
1138	SH	7	Shagbark Hickory	Carya ovata	Good		WOODLAND	R	Y	REPLACE
1139	PH	7	Pignut Hickory	Carya glabra	Good		WOODLAND	R	Y	REPLACE
1140	BR	40	Bur oak	Quercus macrocarpa	Good		LANDMARK	S	Y	-
1141	SH	7	Shagbark Hickory	Carya ovata	Good		WOODLAND	R	Y	REPLACE
1142	SH	6	Shagbark Hickory	Carya ovata	Good		WOODLAND	R	Y	REPLACE
1143	SH	7	Shagbark Hickory	Carya ovata	Good		WOODLAND	S	N	-
1144	SH	6	Shagbark Hickory	Carya ovata	Fair		WOODLAND	S	N	-
1145	BR	10	Bur oak	Quercus macrocarpa	Fair		WOODLAND	R	Y	REPLACE
1146	BR	7	Bur oak	Quercus macrocarpa	Fair		WOODLAND	R	Y	REPLACE
1147	BR	7	Bur oak	Quercus macrocarpa	Good		WOODLAND	R	Y	REPLACE
1148	SH	20	Shagbark Hickory	Carya ovata	Good		LANDMARK	R	Y	REPLACE
1149	BR	7	Bur oak	Quercus macrocarpa	Fair		WOODLAND	R	Y	REPLACE
1150	SH	21	Shagbark Hickory	Carya ovata	Good		LANDMARK	R	Y	REPLACE
1151	BR	7	Bur oak	Quercus macrocarpa	Fair		WOODLAND	R	Y	REPLACE
1152	PH	7	Pignut Hickory	Carya glabra	Fair		WOODLAND	R	Y	REPLACE
1153	BR	12	Bur oak	Quercus macrocarpa	Good		WOODLAND	R	Y	REPLACE
1154	SH	6	Shagbark Hickory	Carya ovata	Good		WOODLAND	S	Y	-
1155	BR	35	Bur oak	Quercus macrocarpa	Good		LANDMARK	S	Y	-
1156	SH	7	Shagbark Hickory	Carya ovata	Good		WOODLAND	R	Y	REPLACE
1157	SH	6	Shagbark Hickory	Carya ovata	Good		WOODLAND	R	Y	REPLACE
1158	SH	15	Shagbark Hickory	Carya ovata	Good		WOODLAND	R	Y	REPLACE
1159	WO	24	White Oak	Quercus alba	Good	up against 1158	LANDMARK	R	Y	REPLACE
1160	BR	27	Bur oak	Quercus macrocarpa	Good		LANDMARK	R	Y	REPLACE
1161	SH	10	Shagbark Hickory	Carya ovata	Good		WOODLAND	R	Y	REPLACE
1162	BR	8	Bur oak	Quercus macrocarpa	Fair		WOODLAND	R	Y	REPLACE
1163	SH	14	Shagbark Hickory	Carya ovata	Good		WOODLAND	R	Y	REPLACE
1164	SH	6	Shagbark Hickory	Carya ovata	Good		WOODLAND	R	Y	REPLACE
1165	SH	10	Shagbark Hickory	Carya ovata	Fair		WOODLAND	R	Y	REPLACE
1166	SH	10	Shagbark Hickory	Carya ovata	Good		WOODLAND	R	Y	REPLACE
1167	SH	13	Shagbark Hickory	Carya ovata	Good		WOODLAND	R	Y	REPLACE
1168	SH	11	Shagbark Hickory	Carya ovata	Good		WOODLAND	R	Y	REPLACE
1169	B	6	Basswood	Tilia americana	Fair		WOODLAND	R	Y	REPLACE
1170	B	6	Basswood	Tilia americana	Fair		WOODLAND	R	Y	REPLACE
1171	SH	9	Shagbark Hickory	Carya ovata	Good		WOODLAND	R	Y	REPLACE
1172	BR	10	Bur oak	Quercus macrocarpa	Good		WOODLAND	R	Y	REPLACE
1173	SH	9	Shagbark Hickory	Carya ovata	Good		WOODLAND	R	Y	REPLACE
1174	BR	14	Bur oak	Quercus macrocarpa	Good		WOODLAND	R	Y	REPLACE
1175	BR	19	Bur oak	Quercus macrocarpa	Good		LANDMARK	R	Y	REPLACE
1176	BR	12	Bur oak	Quercus macrocarpa	Fair		WOODLAND	R	Y	REPLACE
1177	SH	9	Shagbark Hickory	Carya ovata	Good		WOODLAND	R	Y	REPLACE
1178	CT	18	Cottonwood	Populus deltoides	Fair		INVASIVE	R	Y	-
1179	PH	9	Pignut Hickory	Carya glabra	Fair		WOODLAND	R	Y	REPLACE
1180	RO	10	Red Oak	Quercus rubra	Good	x1 no tag	WOODLAND	R	Y	REPLACE
1181	TH	8	Thornapple/Hawthorne	Craegagus spp.	Good		WOODLAND	R	Y	REPLACE
1182	B	9	Basswood	Tilia americana	Good		WOODLAND	R	Y	REPLACE
1183	TH	8	Thornapple/Hawthorne	Craegagus spp.	Fair	x1	WOODLAND	R	Y	REPLACE
1184	SH	7	Shagbark Hickory	Carya ovata	Good		WOODLAND	R	Y	REPLACE
1185	WO	27	White Oak	Quercus alba	Good		LANDMARK	R	Y	REPLACE
1186	SH	16	Shagbark Hickory	Carya ovata	Good		LANDMARK	R	Y	REPLACE
1187	BR	14	Bur oak	Quercus macrocarpa	Fair		WOODLAND	R	Y	REPLACE
1188	BR	12	Bur oak	Quercus macrocarpa	Fair		WOODLAND	R	Y	REPLACE
1189	BR	7	Bur oak	Quercus macrocarpa	Poor		WOODLAND	R	Y	-
1190	RO	8	Red Oak	Quercus rubra	Fair	no tag	WOODLAND	R	Y	REPLACE
1191	SH	14	Shagbark Hickory	Carya ovata	Good		WOODLAND	R	Y	REPLACE
1192	SH	12	Shagbark Hickory	Carya ovata	Good		WOODLAND	R	Y	REPLACE
1193	SH	18	Shagbark Hickory	Carya ovata	Good		LANDMARK	R	Y	REPLACE
1194	RO	8	Red Oak	Quercus rubra	Good	no tag	WOODLAND	R	Y	REPLACE
1195	PH	15	Pignut Hickory	Carya glabra	Good		WOODLAND	R	Y	REPLACE
1196	SH	14	Shagbark Hickory	Carya ovata	Good		WOODLAND	R	Y	REPLACE
1197	BR	8	Bur oak	Quercus macrocarpa	Fair		WOODLAND	R	Y	REPLACE
1198	SH	16	Shagbark Hickory	Carya ovata	Good		LANDMARK	R	Y	REPLACE
1199	PH	8	Pignut Hickory	Carya glabra	Fair		WOODLAND	R	Y	REPLACE
1200	SH	6	Shagbark Hickory	Carya ovata	Good		WOODLAND	R	Y	REPLACE
1201	SH	7	Shagbark Hickory	Carya ovata	Fair		WOODLAND	R	Y	REPLACE
1202	RO	6	Red Oak	Quercus rubra	Fair	no tag	WOODLAND	R	Y	REPLACE
1203	SH	15	Shagbark Hickory	Carya ovata	Good		WOODLAND	R	Y	REPLACE
1204	BR	7	Bur oak	Quercus macrocarpa	Fair		WOODLAND	R	Y	REPLACE
1205	RO	10	Red Oak	Quercus rubra	Good		WOODLAND	R	Y	REPLACE
1206	RO	7	Red Oak	Quercus rubra	Fair		WOODLAND	R	Y	REPLACE
1207	PH	14	Pignut Hickory	Carya glabra	Good		WOODLAND	R	Y	REPLACE
1208	BR	23	Bur oak	Quercus macrocarpa	Good		LANDMARK	R	Y	REPLACE
1209	SH	6	Shagbark Hickory	Carya ovata	Good		WOODLAND	R	Y	REPLACE
1210	SH	7	Shagbark Hickory	Carya ovata	Good		WOODLAND	R	Y	REPLACE
1211	SH	7	Shagbark Hickory	Carya ovata	Good		WOODLAND	R	Y	REPLACE
1212	RO	10	Red Oak	Quercus rubra	Fair		WOODLAND	R	Y	REPLACE
1213	RO	7	Red Oak	Quercus rubra	Good	no tag	WOODLAND	R	Y	REPLACE
1214	E	11	American Elm	Ulmus americana	Fair		INVASIVE	R	Y	-
1215	RO	14	Red Oak	Quercus rubra	Good		WOODLAND	R	Y	REPLACE
1216	E	12	American Elm	Ulmus americana	Dead		INVASIVE	R	Y	-
1217	WO	12	White Oak	Quercus alba	Fair		WOODLAND	R	Y	REPLACE
1218	SH	8	Shagbark Hickory	Carya ovata	Good		WOODLAND	R	Y	REPLACE
1219	PH	8	Pignut Hickory	Carya glabra	Fair		WOODLAND	R	Y	REPLACE
1220	B	10	Basswood	Tilia americana	Good		WOODLAND	R	Y	REPLACE
1221	HL	14	Honeylocust	Gleditsia triacanthos	Good		WOODLAND	S	N	-
1222	HL	17	Honeylocust	Gleditsia triacanthos	Fair		LANDMARK	S	N	-
1223	HL	13	Honeylocust	Gleditsia triacanthos	Good		WOODLAND	S	N	-
1224	E	8	American Elm	Ulmus americana	Good		INVASIVE	R	Y	-
1225	WO	24	White Oak	Quercus alba	Fair		LANDMARK	R	Y	REPLACE
1226	E	8	American Elm	Ulmus americana	Good		INVASIVE	R	Y	-
1227	SH	9	Shagbark Hickory	Carya ovata	Good		WOODLAND	R	Y	REPLACE
1228	SH	14	Shagbark Hickory	Carya ovata	Good		WOODLAND	R	Y	REPLACE
1229	TH	8	Thornapple/Hawthorne	Craegagus spp.	Fair		WOODLAND	R	Y	REPLACE
1230	BR	28	Bur oak	Quercus macrocarpa	Good		LANDMARK	R	Y	REPLACE

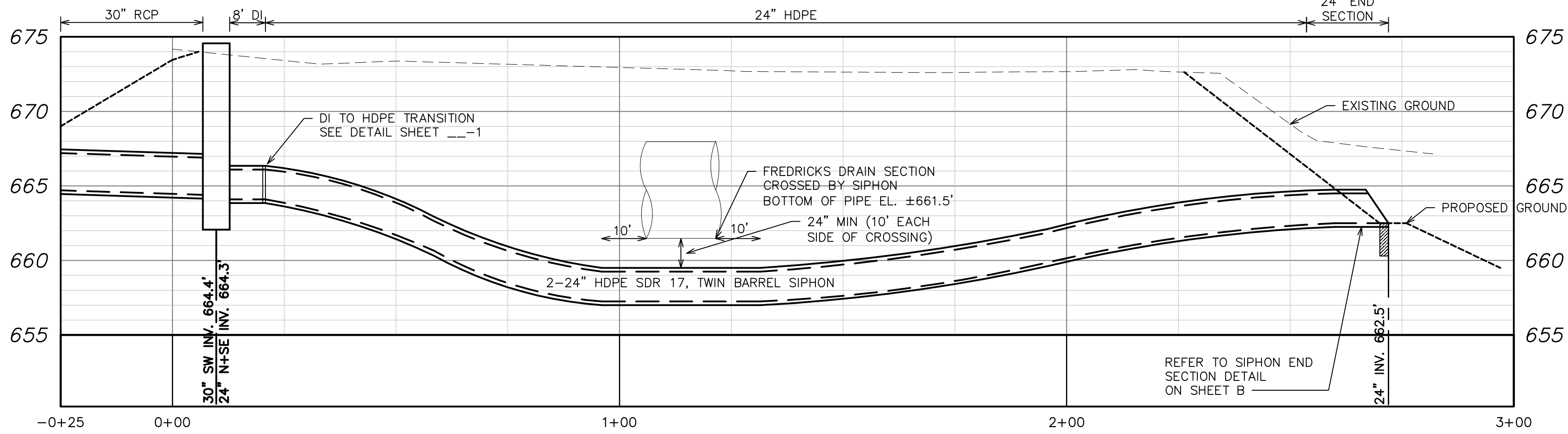
TAG	CODE	DBH	COMMON NAME	LATIN NAME	COND	COMMENTS	CLASS	SAVE / REMOVE	ON-SITE	REPLACE
1331	I	12	Ironwood	Ostrya virginiana	Fair		LANDMARK	R	Y	REPLACE
1332	B	9	Basswood	Tilia americana	Good		WOODLAND	R	Y	REPLACE
1333	B	6	Basswood	Tilia americana	Good		WOODLAND	R	Y	REPLACE
1334	BE	6	American Beech	Fagus grandifolia	Fair		WOODLAND	R	Y	REPLACE
1335	BE	20	American Beech	Fagus grandifolia	Good		LANDMARK	R	Y	REPLACE
1336	I	10	Ironwood	Ostrya virginiana	Fair		LANDMARK	R	Y	REPLACE
1337	I	11	Ironwood	Ostrya virginiana	Fair		LANDMARK	R	Y	REPLACE
1338	PH	15	Pignut Hickory	Carya glabra	Good		WOODLAND	R	Y	REPLACE
1339	BR	7	Bur oak	Quercus macrocarpa	Fair		WOODLAND	R	Y	REPLACE
1340	BR	6	Bur oak	Quercus macrocarpa	Fair		WOODLAND	R	Y	REPLACE
1341	BR	7	Bur oak	Quercus macrocarpa	Fair		WOODLAND	R	Y	REPLACE
1342	E	6	American Elm	Ulmus americana	Fair		INVASIVE	R	Y	-
1343	PH	27	Pignut Hickory	Carya glabra	Good		LANDMARK	R	Y	REPLACE
1344	B	6	Basswood	Tilia americana	Good		WOODLAND	R	Y	REPLACE
1345	RO	10	Red Oak	Quercus rubra	Fair	no tag	WOODLAND	R	Y	REPLACE
1346	RO	12	Red Oak	Quercus rubra	Fair	no tag	WOODLAND	R	Y	REPLACE
1347	PH	20	Pignut Hickory	Carya glabra	Fair		LANDMARK	R	Y	REPLACE
1348	SH	16	Shagbark Hickory	Carya ovata	Fair		LANDMARK	R	Y	REPLACE
1349	BE	16	American Beech	Fagus grandifolia	Good		WOODLAND	R	Y	REPLACE
1350	BE	22	American Beech	Fagus grandifolia	Good		LANDMARK	R	Y	REPLACE
1351	BE	14	American Beech	Fagus grandifolia	Fair		WOODLAND	R	Y	REPLACE
1352	BE	12	American Beech	Fagus grandifolia	Fair		WOODLAND	R	Y	REPLACE
1353	BE	11	American Beech	Fagus grandifolia	Good		WOODLAND	R	Y	REPLACE
1354	BE	20	American Beech	Fagus grandifolia	Good		LANDMARK	R	Y	REPLACE
1355	BE	16	American Beech	Fagus grandifolia	Good		WOODLAND	R	Y	REPLACE
1356	PH	20	Pignut Hickory	Carya glabra	Good		LANDMARK	R	Y	REPLACE
1357	BE	13	American Beech	Fagus grandifolia	Dead	x1	WOODLAND	R	Y	-
1358	BE	23	American Beech	Fagus grandifolia	Good		LANDMARK	R	Y	REPLACE
1359	SH	11	Shagbark Hickory	Carya ovata	Fair		WOODLAND	R	Y	REPLACE
1360	SH	14	Shagbark Hickory	Carya ovata	Fair		WOODLAND	R	Y	REPLACE
1361	BS	9	Blue Spruce	Picea pungens	Dead		WOODLAND	R	Y	-
1362	PH	14	Pignut Hickory	Carya glabra	Fair		WOODLAND	R	Y	REPLACE
1363	PH	20	Pignut Hickory	Carya glabra	Good		LANDMARK	R	Y	REPLACE
1364	SH	15	Shagbark Hickory	Carya ovata	Good		WOODLAND	R	Y	REPLACE
1365	PH	21	Pignut Hickory	Carya glabra	Good		LANDMARK	R	Y	REPLACE
1366	PH	21	Pignut Hickory	Carya glabra	Good		LANDMARK	R	Y	REPLACE
1367	PH	19	Pignut Hickory	Carya glabra	Fair		LANDMARK	R	Y	REPLACE
1368	SH	10	Shagbark Hickory	Carya ovata	Fair		WOODLAND	R	Y	REPLACE
1369	SH	10	Shagbark Hickory	Carya ovata	Fair		WOODLAND	R	Y	REPLACE
1370	B	7	Basswood	Tilia americana	Good		WOODLAND	R	Y	REPLACE
1371	I	12	Ironwood	Ostrya virginiana	Good		LANDMARK	R	N	REPLACE
1372	RO	21	Red Oak	Quercus rubra	Good	no tag	LANDMARK	R	N	REPLACE
1373	RO	20	Red Oak	Quercus rubra	Good	no tag	LANDMARK	R	N	REPLACE
1374	I	6	Ironwood	Ostrya virginiana	Good		WOODLAND	R	N	REPLACE
1375	RO	24	Red Oak	Quercus rubra	Good	no tag	LANDMARK	R	Y	REPLACE
1376	PH	14	Pignut Hickory	Carya glabra	Good		WOODLAND	R	Y	REPLACE
1377	BR	19	Bur oak	Quercus macrocarpa	Good		LANDMARK	R	Y	REPLACE
1378	RO	27	Red Oak	Quercus rubra	Good		LANDMARK	R	Y	REPLACE
1379	WO	31	White Oak	Quercus alba	Fair	x1	LANDMARK	S	N	-
1380	WO	21	White Oak	Quercus alba	Fair		LANDMARK	S	Y	-
1381	WO	18	White Oak	Quercus alba	Fair		LANDMARK	S	Y	-
1382	SH	8	Shagbark Hickory	Carya ovata	Good	on outside of fence	WOODLAND	S	N	-
1383	RO	6	Red Oak	Quercus rubra	Good	no tag	WOODLAND	S	N	-
1384	B	8	Basswood	Tilia americana	Good		WOODLAND	S	Y	-
1385	BR	7	Bur oak	Quercus macrocarpa	Fair		WOODLAND	S	Y	-
1386	SH	8	Shagbark Hickory	Carya ovata	Fair		WOODLAND	S	Y	-
1387	SH	7	Shagbark Hickory	Carya ovata	Good		WOODLAND	S	Y	-
1388	BR	7	Bur oak	Quercus macrocarpa	Good		WOODLAND	S	Y	-
1389	PH	6	Pignut Hickory	Carya glabra	Good		WOODLAND	S	Y	-
1390	RO	20	Red Oak	Quercus rubra	Good	x1 no tag	LANDMARK	S	Y	-
1391	SH	6	Shagbark Hickory	Carya ovata	Good		WOODLAND	S	Y	-
1392	PH	8	Pignut Hickory	Carya glabra	Fair		WOODLAND	R	Y	REPLACE
1393	BR	7	Bur oak	Quercus macrocarpa	Fair		WOODLAND	S	N	-
1394	BR	6	Bur oak	Quercus macrocarpa	Fair		WOODLAND	S	Y	-
1395	SH	11	Shagbark Hickory	Carya ovata	Good		WOODLAND	S	N	-
1396	SH	8	Shagbark Hickory	Carya ovata	Fair		WOODLAND	S	Y	-
1397	BR	11	Bur oak	Quercus macrocarpa	Fair		WOODLAND	R	Y	REPLACE
1398	SH	6	Shagbark Hickory	Carya ovata	Fair		WOODLAND	S	Y	-
1399	B	14	Basswood	Tilia americana	Good		WOODLAND	S	Y	-
1401	RO	23	Red Oak	Quercus rubra	Fair		LANDMARK	R	Y	REPLACE
1402	RO	19	Red Oak	Quercus rubra	Fair		LANDMARK	R	Y	REPLACE
1403	RC	10	Red Cedar	Juniperus virginiana	Poor	out under utility	INVASIVE	R	Y	-
1404	RC	10	Red Cedar	Juniperus virginiana	Fair	2 out under utility	INVASIVE	R	Y	-
1405	RC	9	Red Cedar	Juniperus virginiana	Fair	x1 out under utility	INVASIVE	R	Y	-
1406	WC	8	White Cedar	Thuja occidentalis	Poor		WOODLAND	R	Y	-
1407	WS	6	White Spruce	Picea glauca	Poor		WOODLAND	R	Y	-
1408	SU	10	Sugar Maple	Acer saccharum	Fair		WOODLAND	S	Y	-
1409	WS	10	White Spruce	Picea glauca	Poor		WOODLAND	R	Y	-
1410	SM	11	Silver Maple	Acer saccharinum	Fair		INVASIVE	S	Y	-
1411	SC	10	Scotch Pine	Pinus sylvestris	Very Poor		#N/A	R	Y	#N/A
1412	SC	12	Scotch Pine	Pinus sylvestris	Poor		#N/A	S	Y	#N/A
1413	SH	15	Shagbark Hickory	Carya ovata	Fair		WOODLAND	S	Y	-
1414	WC	8	White Cedar	Thuja occidentalis	Fair		WOODLAND	R	Y	REPLACE
1415	SM	25	Silver Maple	Acer saccharinum	Fair		INVASIVE	S	Y	-
1416	SM	25	Silver Maple	Acer saccharinum	Good		INVASIVE	S	Y	-
1417	SM	15	Silver Maple	Acer saccharinum	Fair		INVASIVE	S	Y	-
1418	SM	28	Silver Maple	Acer saccharinum	Fair		INVASIVE	S	Y	-
1419	SM	20	Silver Maple	Acer saccharinum	Fair		INVASIVE	S	Y	-
1420	SM	28	Silver Maple	Acer saccharinum	Fair		INVASIVE	S	Y	-
1421	BR	10	Bur oak	Quercus macrocarpa	Good		WOODLAND	S	Y	-
1422	BR	20	Bur oak	Quercus macrocarpa	Fair		LANDMARK	S	Y	-
1423	SM	23	Silver Maple	Acer saccharinum	Fair		INVASIVE	S	Y	-
1424	SM	42	Silver Maple	Acer saccharinum	Fair		INVASIVE	S	Y	-
1425	SM	13	Silver Maple	Acer saccharinum	Fair		INVASIVE	R	Y	-
1426	SU	7	Sugar Maple	Acer saccharum	Fair		WOODLAND	R	Y	REPLACE
1427	SWO	16	Swamp White Oak	Quercus bicolor	Good		LANDMARK	R	Y	REPLACE
1428	SM	24	Silver Maple	Acer saccharinum	Good		INVASIVE	R	Y	-
1429	SM	24	Silver Maple	Acer saccharinum	Fair		INVASIVE	R	Y	-
1430	RO	16	Red Oak	Quercus rubra	Good		LANDMARK	R	Y	REPLACE

TAG	CODE	DBH	COMMON NAME	LATIN NAME	COND	COMMENTS	CLASS	SAVE / REMOVE	ON-SITE	REPLACE
1431	BR	35	Bur oak	Quercus macrocarpa	Good		LANDMARK	S	Y	-
1432	B	7	Basswood	Tilia americana	Good		WOODLAND	R	Y	-
1433	PH	11	Pignut Hickory	Carya glabra	Good	x1	WOODLAND	R	Y	REPLACE
1434	RO	12	Red Oak	Quercus rubra	Good		WOODLAND	R	Y	REPLACE
1435	RO	11	Red Oak	Quercus rubra	Good		WOODLAND	R	Y	REPLACE
1436	SM	40	Silver Maple	Acer saccharinum	Good		INVASIVE	R	Y	-
1437	SM	35	Silver Maple	Acer saccharinum	Good		INVASIVE	R	Y	-
1438	SM	38	Silver Maple	Acer saccharinum	Fair		INVASIVE	R	Y	-
1439	SM	29	Silver Maple	Acer saccharinum	Fair		INVASIVE	S	Y	-
1440	SM	13	Silver Maple	Acer saccharinum	Good		INVASIVE	R	Y	-
1441	SM	33	Silver Maple	Acer saccharinum	Good		INVASIVE	R	Y	-
1442	SM	8	Silver Maple	Acer saccharinum	Good		INVASIVE	S	Y	-
1443	E	6	American Elm	Ulmus americana	Fair		INVASIVE	S	Y	-
1444	SM	9	Silver Maple	Acer saccharinum	Fair		INVASIVE	S	Y	-
1445	CT	16	Cottonwood	Populus deltoides	Fair		INVASIVE	S	Y	-
1446	E	19	American Elm	Ulmus americana	Good		INVASIVE	S	Y	-
1447	SM	10	Silver Maple	Acer saccharinum	Good		INVASIVE	S	Y	-
1448	CT	25	Cottonwood	Populus deltoides	Fair		INVASIVE	S	Y	-
1449	E	9	American Elm	Ulmus americana	Good		INVASIVE	S	Y	-
1450	RO	11	Red Oak	Quercus rubra	Good	x1	WOODLAND	S	Y	-
1451	SM	15	Silver Maple	Acer saccharinum	Good		INVASIVE	S	Y	-
1452	CT	25	Cottonwood	Populus deltoides	Fair		INVASIVE	S	Y	-
1453	CT	15	Cottonwood	Populus deltoides	Good		INVASIVE	S	Y	-
1454	E	12	American Elm	Ulmus americana	Fair		INVASIVE	S	Y	-
1455	SM	7	Silver Maple	Acer saccharinum	Fair		INVASIVE	S	Y	-
1456	SM	6	Silver Maple	Acer saccharinum	Fair		INVASIVE	S	Y	-
1457	BC	12	Wild Black Cherry	Prunus serotina	Fair		WOODLAND	S	Y	-
1458	BC	7	Wild Black Cherry	Prunus serotina	Good		WOODLAND	S	Y	-
1459	BR	55	Bur oak	Quercus macrocarpa	Good		LANDMARK	S	Y	-
1460	SM	15	Silver Maple	Acer saccharinum	Good		INVASIVE	S	Y	-
1461	E	10	American Elm	Ulmus americana	Good		INVASIVE	S	Y	-
1462	CT	19	Cottonwood	Populus deltoides	Fair		INVASIVE	S	Y	-
1463	CT	20	Cottonwood	Populus deltoides	Good		INVASIVE	S	Y	-
1464	SM	23	Silver Maple	Acer saccharinum	Fair		INVASIVE	S	Y	-
1465	SM	16	Silver Maple	Acer saccharinum	Good		INVASIVE	S	Y	-
1466	SM	28	Silver Maple	Acer saccharinum	Good		INVASIVE	R	Y	-
1467	SM	23	Silver Maple	Acer saccharinum	Good		INVASIVE	S	Y	-
1468	SM	28	Silver Maple	Acer saccharinum	Fair		INVASIVE	S	Y	-
1469	SM	30	Silver Maple	Acer saccharinum	Fair		INVASIVE	S	Y	-
1470	E	8	American Elm	Ulmus americana	Good		INVASIVE	S	Y	-
1471	CT	15	Cottonwood	Populus deltoides	Fair		INVASIVE	S	Y	-
1472	SM	6	Silver Maple	Acer saccharinum	Fair		INVASIVE	S	Y	-
1473	SM	9	Silver Maple	Acer saccharinum	Good		INVASIVE	S	Y	-
1474	SM	6	Silver Maple	Acer saccharinum	Good		INVASIVE	S	Y	-
1475	E	15	American Elm	Ulmus americana	Good		INVASIVE	S	Y	-
1476	RO	6	Red Oak	Quercus rubra	Good		WOODLAND	S	Y	-
1477	RO	10	Red Oak	Quercus rubra	Good		WOODLAND	S	Y	-
1478	SM	8	Silver Maple	Acer saccharinum	Fair		INVASIVE	S	Y	-
1479	SM	8	Silver Maple	Acer saccharinum	Fair		INVASIVE	S	Y	-
1480	SU	8	Sugar Maple	Acer saccharum	Good		WOODLAND	S	Y	-
1481	I	6	Ironwood	Ostrya virginiana	Good		WOODLAND	S	Y	-
1482	SM	8	Silver Maple	Acer saccharinum	Fair		INVASIVE	S	Y	-
1483	SM	11	Silver Maple	Acer saccharinum	Fair		INVASIVE	S	Y	-
1484	SM	10	Silver Maple	Acer saccharinum	Fair		INVASIVE	S	Y	-
1485	CT	24	Cottonwood	Populus deltoides	Fair		INVASIVE	S	Y	-
1486	E	8	American Elm	Ulmus americana	Fair		INVASIVE	S	Y	-
1487	RO	18	Red Oak	Quercus rubra	Good		LANDMARK	S	Y	-
1488	RO	7	Red Oak	Quercus rubra	Good		WOODLAND	S	Y	-
1489	RO	14	Red Oak	Quercus rubra	Good		WOODLAND	S	Y	-
1490	RO	8	Red Oak	Quercus rubra	Good		WOODLAND	S	Y	-
1491	SH	16	Shagbark Hickory	Carya ovata	Good		LANDMARK	S	Y	-
1492	B	6	Basswood	Tilia americana	Good		WOODLAND	S	Y	-
1493	BR	15	Bur oak	Quercus macrocarpa	Good		WOODLAND	S	Y	-
1494	E	6	American Elm	Ulmus americana	Fair		INVASIVE	S	Y	-
1495	B	12	Basswood	Tilia americana	Good		WOODLAND	S	Y	-
1496	RO	9	Red Oak	Quercus rubra	Good		WOODLAND	S	Y	-
1497	RO	17	Red Oak	Quercus rubra	Good		LANDMARK	S	Y	-
1498	RO	7	Red Oak	Quercus rubra	Good		WOODLAND	S	Y	-
1499	BR	15	Bur oak	Quercus macrocarpa	Fair		WOODLAND	S	Y	-
1500	SH	6	Shagbark Hickory	Carya ovata	Good		WOODLAND	S	Y	-
1501	E	15	American Elm	Ulmus americana	Fair		INVASIVE	S	Y	-
1502	SH	7	Shagbark Hickory	Carya ovata	Fair		WOODLAND	S	Y	-
1503	PH	11	Pignut Hickory	Carya glabra	Good		WOODLAND	S	Y	-
1504	PH	8	Pignut Hickory	Carya glabra	Fair		WOODLAND	S	Y	-
1505	SH	6	Shagbark Hickory	Carya ovata	Good		WOODLAND	S	Y	-
1506	B	14	Basswood	Tilia americana	Good		WOODLAND	S	Y	-
1507	RO	22	Red Oak	Quercus rubra	Good		LANDMARK	S	Y	-
1508	RO	19	Red Oak	Quercus rubra	Good		LANDMARK	S	Y	-
1509	RO	12	Red Oak	Quercus rubra	Good		WOODLAND	S	Y	-
1510	RO	18	Red Oak	Quercus rubra	Good		LANDMARK	S	Y	-
1511	RO	38	Red Oak	Quercus rubra	Good		LANDMARK	S	Y	-
1512	RO	16	Red Oak	Quercus rubra	Good		LANDMARK	S	Y	-
1513	PH	13	Pignut Hickory	Carya glabra	Good		WOODLAND	S	Y	-
1514	PH	17	Pignut Hickory	Carya glabra	Fair		LANDMARK	S	Y	-
1515	PH	17	Pignut Hickory	Carya glabra	Fair		LANDMARK	S	Y	-
1516	PH	6	Pignut Hickory	Carya glabra	Good		WOODLAND	S	Y	-
1517	PH	18	Pignut Hickory	Carya glabra	Fair		LANDMARK	S	Y	-
1518	PH	13	Pignut Hickory	Carya glabra	Good		WOODLAND	S	Y	-
1519	BE	7	American Beech	Fagus grandifolia	Good	x2	WOODLAND	S	Y	-
1520	BE	6	American Beech	Fagus grandifolia	Good		WOODLAND	S	Y	-
1521	I	7	Ironwood	Ostrya virginiana	Fair		WOODLAND	S	Y	-
1522	BE	18	American Beech	Fagus grandifolia	Fair		LANDMARK	S	Y	-
1523	I	8	Ironwood	Ostrya virginiana	Good		LANDMARK	S	Y	-
1524	BE	14	American Beech	Fagus grandifolia	Good		WOODLAND	S	Y	-
1525	PH	9	Pignut Hickory	Carya glabra	Fair		WOODLAND	S	Y	-
1526	BR	16	Bur oak	Quercus macrocarpa	Very Poor		LANDMARK	S	Y	-
1527	SH	8	Shagbark Hickory	Carya ovata	Fair		WOODLAND	S	Y	-
1528	WO	8	White Oak	Quercus alba	Good		WOODLAND	S	Y	-
1529	B	6	Basswood	Tilia americana	Good		WOODLAND	S	Y	-

11/23/2022 2:29 PM
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Mansfield, Adam



QUANTITIES THIS SHEET			
No.	DESCRIPTION	UNIT	QTY
PAVT, REM		SYD	1930
TREE, REM, SPECIAL		LSUM	1
CLEARING/GRUBBING OF SITE		LSUM	1
SIPHON JUNCTION CHAMBER		EA	1
SIPHON OUTLET		EA	2
FREDRICKS DRAIN JUNCTION CHAMBER		EA	1
EARTHWORK		CYD	15400
SEWER, 30 INCH, RCP		LFT	58
SEWER, 24 INCH, DI		LFT	16
SEWER, 24 INCH, HDPE		LFT	506
CHAIN LINK FENCE, REM		LFT	990
CHAIN LINK FENCE, 6 FOOT TALL		LFT	1605
CHAIN LINK FENCE GATE, 6 FOOT TALL, 12 FOOT WIDE		EA	4
MAINTENANCE DRIVES AND SERVICE DRIVE RESTORATIONS		LSUM	1
SITE RESTORATION		SYD	12425
LANDSCAPE PLANTINGS		LSUM	1



FOR REFERENCE ONLY



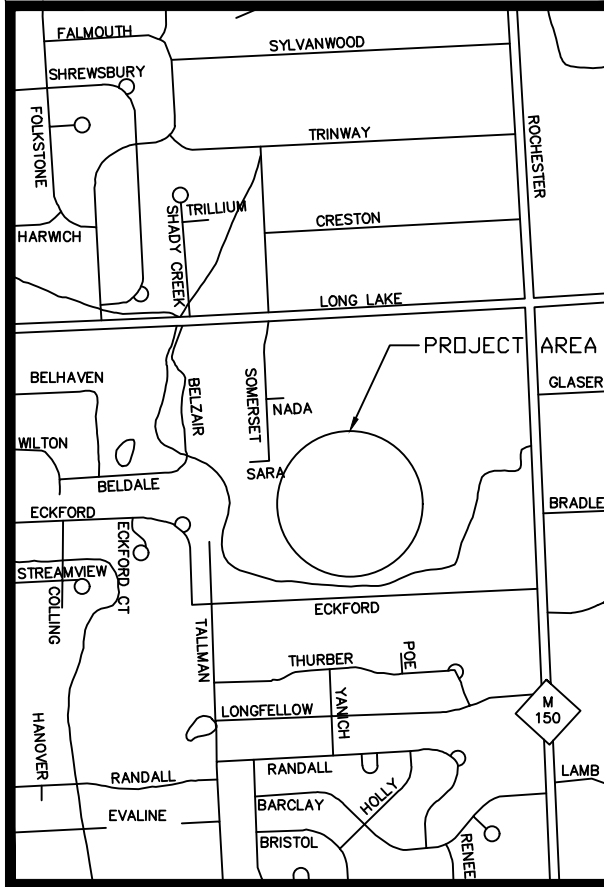
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CONSULTING ENGINEERS SINCE 1915
555 HULET DRIVE
BLOOMFIELD HILLS, MICH.
P.O. BOX 824
48303 - 0824
PHONE: (248) 454-6300
FAX (1st. Floor): (248) 454-6312
FAX (2nd. Floor): (248) 454-6359
WEB SITE: [http:// www.hrcengr.com](http://www.hrcengr.com)

11-11-2022	PLAN REVIEW - 80% COMPLETION
DATE	ADDITIONS AND/OR REVISIONS
DESIGNED	BWS/AWM
DRAWN	AWM
CHECKED	BWS
APPROVED	BWS



CITY OF TROY
**DPW REGIONAL
DETENTION POND**

SITE PLAN

HRC JOB NO.	SCALE
20210882	1:30
DATE	SHEET NO.
November 2022	C-3 OF



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: April 10, 2023

To: Mark F. Miller, City Manager

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

Subject: Oakland County Senior Centers Matching Grant Program

History

The coronavirus pandemic has had detrimental impacts on the social and emotional well-being of seniors in Oakland County. The virus's impact on older adults went beyond a higher risk for serious infection. It also included limited access to care for all health conditions, as well as considerable social and economic hardships.

On September 1, 2022, the Oakland County Board of Commissioners passed Resolution #22-280 Appropriating American Rescue Plan Act funding to support the Oakland Together Senior Initiatives. These initiatives include funding for the Senior Center Matching Grant program.

This grant provides financial assistance on a matching basis to local governments and nonprofit senior organizations in Oakland County for senior centers enhancements such as capital, technology, infrastructure, equipment improvements and/or professional development.

Project Information

The projects submitted for consideration and subsequently approved by the Committee are updates to the Troy Community Center's Room 402 (senior dining room) and outdoor bocce ball and shuffleboard courts. The full scope is included as Exhibit "A" of the Interlocal Agreement.

Financial

The Senior Centers Matching Grant Program amount for Troy is \$250,000. Troy's share of the work will be funded out of the Recreation Supervisor of Adult & Senior Programming's salary. The Board of Commissioners of the County of Oakland share is \$250,000.

Funds are included in the FY 2024 Community Center Building and Improvements Capital Fund (Account No. 752.755.7975).

Recommendation

City Management 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 Senior Centers



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Matching Grant Program in the amount of \$250,000 at an estimated cost to the City of Troy of \$250,000 for the updates to the Troy Community Center's Room 402 (senior dining room) and outdoor bocce ball and shuffleboard courts. Funds are included in the FY 2024 Community Center Buildings and Improvements Capital Fund (Account No. 752.755.7975). Furthermore, staff recommends that the Mayor and City Clerk be authorized to execute this agreement.

Legal Review:

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

**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 supporting eligible investments in public health expenditures, addressing negative economic impacts caused by the public health emergency, replacing lost public sector revenue, providing premium pay for essential workers, and investing in water, sewer and broadband infrastructure. The 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 approved amended Miscellaneous Resolution #22-280 and assigned \$5,000,000 in ARPA LFRF funds to support Oakland Together Senior Initiatives, a grant program to provide Oakland County local governments and nonprofit senior organizations with financial assistance for senior center enhancements, such as capital, technology, infrastructure, equipment improvements, and/or professional development.

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 conditions 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 \$250,000 in grant funds to Public Body for the project scope 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: The start date is the date this Agreement is executed, and the end date is December 31, 2026.
 - 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: Ashley McBride-Braswell, unless another person is designated in writing by the County.
 - 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**, which is attached hereto and incorporated as part of this Agreement.

- b. Public Body shall invoice the County for the grant amount listed in 2.a. after this Agreement is executed.
- c. Public Body shall submit to Oakland County quarterly reporting on the grant funds, including:
 - 1. Project progress reports, including completion of deliverables included in project scope;
 - 2. Accounting of incurred expenses and grant funds expended; and
 - 3. Any other relevant information or records, to be determined by County.
- d. 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.
- e. Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.
- f. Public Body must comply with any other reporting requirements regarding the grant funds and/or this Agreement, as determined by the County.

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.
- b. County shall pay the invoice provided by the Public Body within 30 days of receiving it from the Public Body.

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 Sections 7 and 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 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, 2100 Pontiac Lake Rd., Waterford, MI, 48328, and the Chair of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, MI, 48328.
 - b. If Notice is sent to Public Body, it shall be addressed to: Troy City Clerk, 500 W. Big Beaver Road, Troy, Michigan 48084. A copy can also go to the Recreation Director, 3179 Livernois Road, Troy, Michigan 48083.
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, Chair, 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, Chair
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____
Oakland County Board of Commissioners
County of Oakland

DATE: _____

EXHIBIT A

Describe how the Senior Centers Grant Program funding will address the impacts of the Covid-19 pandemic and benefit Oakland County Seniors in your community?

The Troy Community Center is home to the City of Troy's recreation department and is where all of the senior programs, classes, events, Meals on Wheels lunches, Focus Hope Food Distribution, 50+ Computer Lab technology classes, Medicare Counseling, Tax Aide appointments, Hospital Equipment Loan Closet borrowing, etc. take place. The Troy Community Center was closed to the public from March 13, 2020 through September 10, 2020 during the Covid-19 pandemic. Virtual programming, such as a 50+ Social Hours and Baking Club were introduced in lieu of in-person activities. Scanned images and notes of encouragement were collected to share with seniors in the Troy community in an initiative titled "Send Letters of Love to Troy Seniors!" Well-Being Calls were also available for those feeling isolated by the pandemic – seniors and people with disabilities signed up for volunteers and staff to make calls to them to check in during uncertain times. Seniors were especially vulnerable during the Covid-19 pandemic lockdown and missed out on a variety of socialization, recreational, and learning opportunities that the Community Center had previously provided for them.

Notably, two department employees who were responsible for implementing and overseeing senior programming retired during the pandemic. After the building reopened, programs were limited due to staffing challenges. In June 2021, two new employees were hired to reinstate senior programming at the Troy Community Center, including but not limited to: 50+ Groups & Clubs, ballroom dance lessons, arts and crafts classes, pickleball lessons, special events, and more. Congregate Hot Lunch, provided by Meals and Wheels and primarily utilized by seniors, was brought back in April 2022. This service is offered in Room 402 of the Troy Community Center, also referred to as the Senior Dining Room.

We will use this grant, in two different ways, to further develop the recreational opportunities that are available for seniors in the community: We will update Room 402 of the Troy Community Center, also referred to as the Senior Dining Room. This room is 2,641 square feet, not including a smaller attached room used for senior card-playing groups on a weekly basis. We plan to turn this room into a Multi-purpose Community Room for seniors on weekdays from 8 am – 4 pm. The Community Center is primarily full of adults and seniors ages 50+ during these hours, and we would like to give them a dedicated space.

To do this, we will use the funds to put up signage declaring that this room is for seniors, update the flooring, walls, blinds, add various types of seating options (couches, tables, chairs), a coffee nook, and a TV to make this space welcoming. This room will serve as a space for seniors to socialize which is a vital component of life, especially after the pandemic shut so many seniors in their homes and away from friends and family. This will also be a space that the Recreation Supervisor for Adults and Seniors will program in: blood pressure screenings, chair yoga classes, recreationally-based lectures, concert performances, movie showings, etc. that will help seniors stay active, engaged in their community, and healthy.

Secondly, we will also use this grant funding to help seniors stay physically active by updating the Troy Community Center's outdoor bocce ball pits and shuffleboard courts. These are located outside the Community Center, on the northwest corner, off the building's north parking lot which is reserved for senior citizens. There are currently two shuffleboard courts, two bocce ball pits, benches, and shelters that have been neglected for years. We will use this grant funding to recondition the bocce ball pits and shuffleboard courts, and to purchase equipment that will be available for people to rent and use for free. The Recreation Supervisor will recruit a volunteer group leader to add a 50+ Group that will meet weekly to play both shuffleboard and bocce ball during

the spring, summer, and fall months. These two groups will take registration and payment through our recreation software like all the current and ongoing groups and clubs do.

Please identify the Long-Term benefits of this program for the community.

These updates to the facility and goal of bringing seniors together to socialize and stay active will have very positive, lasting impacts on the community. The Multi-purpose Community Room for seniors will bring seniors together, as well as provide educational and recreational opportunities for years to come: blood pressure screenings, lecture series, card games, chair yoga, and more. After a pandemic, it is important now more than ever for seniors to remain active and healthy. These opportunities will help them to do just that. Similarly, the outdoor bocce ball and shuffleboard groups in open, green space will facilitate both socialization and physical health for many years.

Please indicate the planned use of the matching funds.

The matching funds will go toward the salary of the Recreation Supervisor for Adults and Seniors. This is a full-time position within The City of Troy's recreation department that is responsible for, but not limited to: AARP Taxes/Medicare, Adult Enrichment classes (dance, arts & crafts, etc.), Focus Hope Food Distribution, 50+ Groups and Clubs, Hospital Equipment Loan Closet rentals, Congregate Hot Lunch, 50+ Travel, 50+ Golf, and all Senior Special Events.

Implementation Plan

If awarded this grant funding, contractors will be scheduled to come out and give definitive quotes. Next, The City of Troy's budget will include these project plans in fiscal year 2024 (July 1, 2023 – June 30, 2024).

Dependent upon materials available and the speed of needed materials arriving, it is currently estimated that the indoor work can begin in fall 2023 with an estimated completion date of summer 2024 whereas the outdoor work will begin in spring 2024 and be completed by fall/winter 2024/2025.

Please see attached charts for estimated project costs and timeframes for completing.

Grant funds will be combined with matching funds to complete the project. They will be expended at the same time.

The City of Troy will utilize the Recreation Supervisor for Adults and Seniors salary to cover the matching portion of this grant. From January 1, 2020 up until now, December 2022, over \$200,000 has been paid in hourly rates, excluding taxes. This position oversees senior programming and services. The remaining \$50,000 needed for the match will be met with payroll budget, as well. Overall, the matching funds will be expended via payroll, to continue investing in senior services.

Indoor:

Action Item	Est. Cost	Est. Start Date	Est. Completion Date
Add Seating/Furniture Options	\$50,000		
Update Walls/Ceiling	\$50,000		
Update Flooring	\$50,000		

Update Blinds	\$25,000		
Add TVs & Speakers	\$7,000		
Add Signage	\$7,000		
Add Coffee Station	\$1,000		
Total	\$190,000	Fall 2023	Summer 2024

Outdoor:

Action Item	Est. Cost	Est. Start Date	Est. Completion Date
Recondition Bocce Ball Pits	\$25,000		
Recondition Shuffleboard Courts	\$25,000		
Purchase Equipment	\$10,000		
Total	\$60,000	Spring 2024	Fall/Winter 2024/2025

EXHIBIT B

Grant Award	Local Match
\$250,000.00	\$250,000.00

Grant Award will equal the local match up to the amount listed above. Any amounts above the sum of the amounts listed above will go through local funds.

**CITY COUNCIL AGENDA ITEM**

Date: March 27, 2023

To: Mayor and Troy City Council Members

From: Mark F. Miller, City Manager
Lori Grigg Bluhm, City Attorney

Subject: Request for Salary Increases

With the assistance of independent contractor GovHR, the Troy City Council has completed its most recent personnel evaluations for its direct reports- the City Manager and the City Attorney. This is something that has been incorporated into our individual employment agreements. Under paragraph 5 of each of these agreements, Council is required to set the annual salary of its direct reports prior to May 1 of each year, with a July 1 effective date for any salary increase.

Based on our recent positive personnel evaluations, we are requesting salary increases that are consistent with the raises for Troy's classified and exempt employees. The proposed budget calls for 3.5% increases for those employees receiving favorable reviews.

A resolution is proposed for your review, which will require City Council to fill in the missing information. Thank you for your consideration.



500 West Big Beaver
Troy, MI 48084
troymi.gov

I-06

CITY COUNCIL AGENDA ITEM

Date: April 3, 2023

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
Emily Frontera, Purchasing Manager

Subject: Budget Amendment and Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds - Natural Gas Utility Installation at Boulton, Brinston, Firefighters, Jaycee, and Raintree Parks

History

The Facilities and Grounds Division of the Department of Public Works oversees and maintains over 550 acres of developed park land and athletic fields consisting of 2 Mini Parks, 5 Neighborhood Parks, 9 Community Parks, and 3 Special Purpose Parks. Community Parks are designed for community-based recreation needs while preserving unique landscapes and open spaces. These parks usually serve two or more neighborhoods within a 1 to 2-mile radius. A reoccurring theme in the Parks and Recreation Master Plan, has been the community's desire for outdoor winter recreation opportunities.

The Global Pandemic further highlighted the need for more outdoor recreation opportunities during the traditional off season of our local parks. The Facilities and Grounds Division began looking for opportunities to heat the restrooms, thus allowing their use throughout the year. During fiscal year 2022, the Facilities and Grounds Division installed electric unit heaters in the restrooms at Beach Road Park, Daisy Knight Dog Park, and Milverton Park as well as making necessary repairs to the heating unit in the Boulton Park South restroom allowing it to function again.

The Facilities and Grounds Division began working with Consumers Energy on a plan to install the necessary underground infrastructure to the remaining restroom in the parks with the exception of Flynn and Jaycee North. Funds were appropriated in the Fiscal Year 2023 Capital budget for the installation of the underground utility.

Upon the completion of this project, the following restrooms will be able to be utilized throughout the year: Beach Road Park, Boulton South and North, Brinston Park, Daisy Knight Dog Park, Firefighters Park, Jaycee Park South, Milverton Park, and Raintree Park.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Purchasing

It is in the City's best interest to waive the bid process and enter into a contract with *Consumers Energy of Jackson, MI* for the installation of natural gas service utilities at Boulan, Brinston, Firefighters, Jaycee and Raintree Parks. *Consumers Energy* is the sole source provider for this utility service installation in Oakland County.

Financial

The acquisition for the Natural Gas Utility Installation at Boulan, Brinston, Firefighters, Jaycee, and Raintree Parks will require a budget appropriation amendment in the amount of \$14,130 for the Parks Development Capital Fund under Project Number 2023C0042 for the 2023 fiscal year due to increased project costs. Expenditures will be charged to account number 401.751.770.7975.135.

Natural Gas Utility Installation at Boulan, Brinston, Firefighters, Jaycee, and Raintree Parks Estimated Project Costs

Boulan	\$	31,892.61	
Brinston	\$	26,800.82	
Firefighters	\$	41,758.21	
Jaycee	\$	42,585.78	
Raintree	\$	51,621.93	
Consumers Energy			\$194,659.35
Contingency 10%			\$19,465.94
Estimated Total			\$214,125.29
Budgeted Amount			\$200,000.00

Recommendation

City Management recommends granting the authority to expend budgeted funds to Consumers Energy for Natural Gas Utility Installation at Boulan, Brinston, Firefighters, Jaycee, and Raintree Parks in the amount of \$194,659.35 with a 10% contingency. Consumers Energy is the sole provider for the utility installation.

City Management also recommends City Council approve a budget amendment to the Parks Development Capital Fund in the amount of \$14,130.



A CMS Energy Company

CEM Support Center

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., Lansing, MI 48906-4754

March 24, 2023

NOTIFICATION #:
1063850819

CITY OF TROY
500 W Big Beaver Rd
Troy, MI 48084-5254

REFERENCE: 3671 CROOKS #BATH, TROY

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

A copy of our design drawing showing the proposed location of the gas service entrance is enclosed.

The estimated cost for your energy request is as follows:

Gas Service Connection Fee:	\$	200.00
Excess Footage Charge:	\$	-
Winter Construction Costs:	\$	-
Gas Fuel Line Tie In:		
Permit(s):	\$	50.00
Additional Costs - See Invoice:	\$	31,642.61
Total Estimated Cost:	\$	31,892.61
Less Prepayment Received:	\$	-
Total Estimated Cost Due:	\$	31,892.61

Costs may also result from practical difficulties encountered during construction and additional payment may be required if:

- Work presently designed is done outside normal business hours.
- Change to the location of the service entrance.
- Changes to the design or route.
- Other construction delays.

Enclosed is an estimated invoice that is valid for 60 days from the date of this letter and is subject to change thereafter. This cost estimate includes only work required for Consumers Energy and does not reflect any work or costs that may be required by other parties, including other utilities. Once we receive your payment and any required easements, contracts, permits or inspections we can proceed with your request.

CONTACT OUR SECURE CREDIT/DEBIT CARD PAYMENT CENTER @ 1-866-329-9593 TO PAY "FEE FREE" WITH YOUR VISA OR MASTERCARD OR MAKE A PAYMENT ONLINE AT: www.consumersenergy.com AND CLICK "MAKE PAYMENT" TO USE THE GUEST PAY FEATURE.

Please review all attached materials carefully and direct inquiries for your request to:

John Snyder at 734-309-5807

Dear New Natural Gas Customer,

Thank you for your request for natural gas service. In order to expedite your request and meet your schedule, we have developed the following list of items requiring action by you (Customer Responsibilities). These are requirements that must be met before we can install your new service.

CUSTOMER RESPONSIBILITIES

- 1) Meter Location: A copy of our design document may be included in your customer packet. If included, your meter location is indicated by the solid square on the design document (Form 2804). This location cannot be within 18 inches of any opening (i.e. window that opens or a door) and cannot be within 3 feet of a motor driven air intake, high efficiency furnace air intake or exhaust or any ignition source. **Please contact the Consumers Energy representative assigned to your notification immediately if any of these conditions exists.** Your fuel line will need to be installed to this location.
- 2) Meter Installation: If this is a new gas service and your meter isn't being set at the time the service pipe is installed, you will need to call for a meter set at least 24 hours before you need the meter set, by calling 1-800-477-5050, 24 hours a day.
- 3) Payment: An invoice may be included in your customer packet. If included, the deposit amount on the invoice must be paid prior to installation of your service. Additional charges may apply and will be billed/or refund issued upon completion of your service installation.
- 4) Site Conditions: The site must be within 3 inches of final grade before we can install your service. To avoid delays, clear a 12 foot wide equipment path free of building materials, brush, trees, shrubs, etc. along the proposed service route. After your service is installed, we will backfill and place excavated earth over the trench. You are responsible for final restoration of the trench and ensuring that the grading over the trench is at the required level.
- 5) Staking: To avoid damage, stake your existing underground facilities such as; well, septic system, sprinkler system, any underground wires, buried LPG tanks, piping, or other unusual buried facilities. Please make sure these stakes are apparent when we arrive to install the service. We cannot reimburse you for damage to your facilities that are not properly staked. You do not need to stake the utilities' electric, gas or communication lines.
- 6) Mobile Home: If you requested service to a mobile home, you will be required to install a 2" galvanized steel post per Consumers Energy specifications. Contact the Consumers Energy representative assigned to your notification for additional information.
- 7) Gas Usage: You must begin using gas within two years following service installation or the service will be disconnected from our system. Following that, another request for gas service requires the payment of a reconnection charge plus the charge for construction of any new service pipe.
- 8) Additional Charges: Underground services installed during the months December through April may be subject to an additional charge. Unusual site conditions may also require an additional charge. These charges will be communicated to you in advance of construction.
- 9) Joint Trenching: Discounts for installation of Consumers Energy's electric and gas service in the same trench (joint trench) are applied in calculating the gas service contribution.
- 10) Usage Rate: Customers are billed at a general service rate while the structure is under construction. If the structure is a home, then the owner of the home, upon receiving a Certificate of Occupancy, should call 1-800-477-5050 to ensure the gas and/or electric rates are changed to an appropriate rate.

Please keep these procedures in a convenient location to review as we proceed with designing your service and constructing the job.

If you have any questions regarding these requirements please direct inquiries to:

John Snyder at 734-309-5807

**NOTICE FOR NATURAL GAS AND ELECTRIC CUSTOMERS
WINTER CONSTRUCTION/PRACTICAL DIFFICULTIES CHARGES**

An **additional** construction charge of \$3.00 per foot for **all underground construction footage** will be applied to gas and electric facilities installed **starting December 15, 2022 through April 1, 2023**. To help you avoid this charge, we have included important dates and site requirements below. **Please note that Electrical inspection is a requirement for construction for Electric and Joint trench requests.**

**NATURAL GAS AND UNDERGROUND ELECTRIC SERVICE
FROM EXISTING FACILITIES**

Applications/request for service **must be received on or before November 1, 2022; the job site must be ready including inspection; and all required permits, easements (if applicable) and estimated payments must be received on or before November 22, 2022.** (Please note that the November 22, 2022, payment deadline replaces the payment due date listed at the top of your invoice.)

If you are in the early stages of construction, please make sure your basement (or foundation) is backfilled, and the service route from the building to the property line is leveled and sloped for appropriate grade. Please keep this route clear of all dirt and building materials so that our employees can work safely and efficiently.

If you're unable to meet the above dates or site conditions, you may want to consider installing conduit for your Consumers Energy natural gas and/or electric service. Conduits that are properly installed and usable will not incur the winter charges.

GAS MAIN AND UNDERGROUND PRIMARY ELECTRIC EXTENSIONS

Application/request for main and primary underground electric extension **must be made on or before October 3, 2022, and the following must be completed on or before November 1, 2022:**

1. All payments must be made in advance, including your service payment. Please note that the November 1, payment deadline replaces the payment due date listed at the top of your invoice.
2. Governmental agencies must have returned required construction permits.
3. The site must be clear and ready for construction, including the service route.
4. Consumers Energy must receive all required easements.

GAS METERS

You do **not** need to call us to request gas meter installation for single-unit buildings that require a 250 Metris meter. We will set gas meters within 5 days after the gas service has been installed.

To schedule installation of a gas meter for a multifamily building or building that requires a meter larger than a 250 Metris meter, please call us at (800) 477-5050. These installations require connecting a fuel line to our meter bracket and at least one permanent natural gas appliance. Also, we need your help to access the building. If your township requires a pressure test inspection tag, please verify this has been completed before requesting a meter set.

NOTE: To help us schedule your meter set when you need it and avoid delays, we suggest that you apply for your natural gas and electric service at the same time you apply for your building permit.

If you have any questions, please call your Project Coordinator or Service Technician:

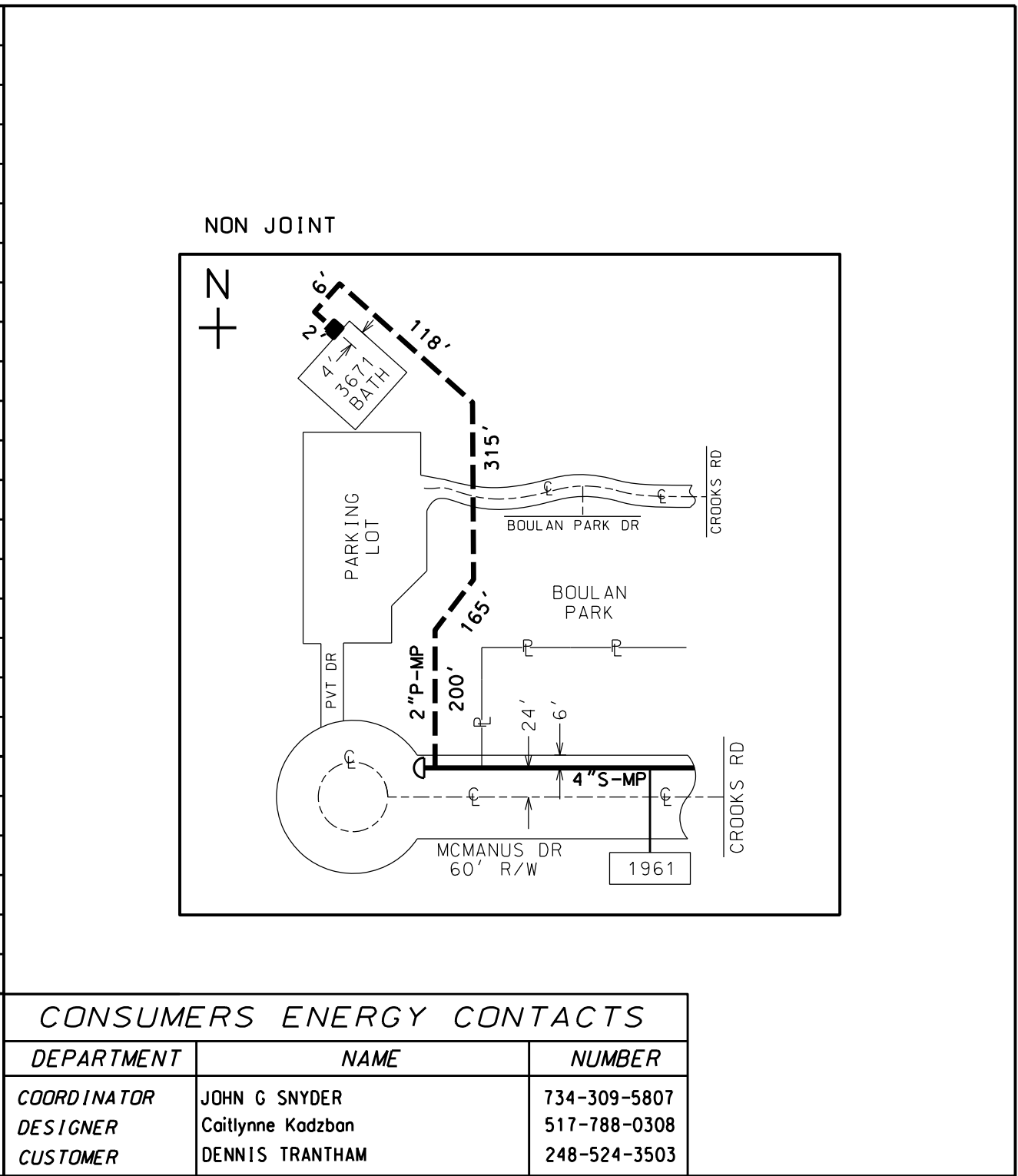
John Snyder at 734-309-5807

ADDRESS	
3671 CROOKS RD •BATH, TROY (GCNC NBS)	
PROJECT TITLE	
3671 CROOKS	
DESIGN NUMBER	AS-BUILT NUMBER
11485299	
CONSTRUCTION MEASURE NUMBER	
100007144023	
NOTIFICATION NUMBER	
1063850819	
ORDER TYPE	ORDER NUMBER
GCNC	
MAINTENANCE ACTIVITY TYPE	
NBS	
METER ORDER NUMBER	METER NUMBER
READ	METER LOCATION
<input checked="" type="checkbox"/> SET	<input type="checkbox"/> REMOVE
<input type="checkbox"/> EXCHANGE	
COUNTY	
OAKLAND	
CITY/TOWNSHIP	
TROY / TROY	
TRS	DATE
026120	1/20/2023



A CMS Energy Company

SERVICE



CEM Support Center

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., Lansing, MI 48906-4754

PLEASE RETURN THE CHECKED DOCUMENTS BELOW TO CONSUMERS ENERGY IN THE ENVELOPE PROVIDED	
TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com	
<input type="checkbox"/>	AGREEMENT FOR INSTALLATION (Please return all pages of contracts) (Form 93, Form 94 and Form 95 - 2 Page Document Each) (Form 861, Form 862 and Form 230 - 4 Page Document Each)
<input checked="" type="checkbox"/>	PAYMENT WITH INVOICE STUB (BOTTOM STUB IS REQUIRED FOR PROCESSING)
<input type="checkbox"/>	REQUEST FOR ELEVATED CUSTOMER DELIVERY PRESSURE
<input type="checkbox"/>	STANDARD LIGHTING CONTRACT (MUST BE CERTIFIED BY CLERK)
<input type="checkbox"/>	SIGNED CUSTOMER ATTACHMENT PROGRAM (CAP) CONTRACT (PLEASE ENSURE TO CHECK PAYMENT OPTION ON CONTRACT)
<input checked="" type="checkbox"/>	GO READY FORM (FORM 1250) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com
<input type="checkbox"/>	SITE READY PHOTO(S) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com
<input type="checkbox"/>	OTHER:
NOTIFICATION REFERENCE NUMBERS	
ELECTRIC SERVICE NOTIFICATION:	
GAS SERVICE NOTIFICATION:	1063850819
ELECTRIC OH DISTRIBUTION NOTIFICATION:	
ELECTRIC UG DISTRIBUTION NOTIFICATION:	
GAS MAIN NOTIFICATION:	
STREETLIGHT NOTIFICATION:	

GO-READY Checklist Natural Gas & Electric Request



Thank you for contacting Consumers Energy for your energy needs. This form is required to schedule your service installation, retirement, or alteration. Consumers Energy will contact you one to two days before our scheduled arrival. If it is deemed that any of the requirements are not met upon our arrival, Consumers Energy reserves the right to reschedule your job.

Please return completed Checklist either (1) by E-mail: poboxceservicerequest@cmsenergy.com (preferred) or (2) by Fax: 517-374-2424.

If neither option is available, you can mail a completed application to Consumers Energy Service Request, Rm. 122, 530 W Willow St, Lansing MI 48906-4754

Notification #: 1063850819

Service Address: 3671 CROOKS #BATH, TROY

Please check all requirements on the checklist below before returning this document. Providing accurate information upon completion when submitting your form helps assure construction execution upon crew arrival.

	YES	N/A
1. Has your payment been submitted to Consumers Energy?	<input type="checkbox"/>	<input type="checkbox"/>
2. Has your gas meter location been clearly marked, and/or your electric meter socket properly installed at the agreed upon location (service installation or alteration)?	<input type="checkbox"/>	<input type="checkbox"/>
3. Has your electric meter been inspected and approved by the local city/township inspector?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the site at rough grade?	<input type="checkbox"/>	<input type="checkbox"/>
5. Is a 12' wide path clear of debris and construction equipment?	<input type="checkbox"/>	<input type="checkbox"/>
6. Site Ready Photo (subdivision services only). Include photo with Checklist.	<input type="checkbox"/>	

Making Consumers Energy aware of any customer-owned, underground facilities present, by clearly identifying and indicating the facility location reduces the risk of damages. Locate or expose any privately owned underground facilities or buried obstructions including, but not limited to:

	YES	N/A		YES	N/A
Septic tank (Existing or future)	<input type="checkbox"/>	<input type="checkbox"/>	Underground yard lighting	<input type="checkbox"/>	<input type="checkbox"/>
Drain field (Existing or future)	<input type="checkbox"/>	<input type="checkbox"/>	Sprinkler systems	<input type="checkbox"/>	<input type="checkbox"/>
Well (Existing or future)	<input type="checkbox"/>	<input type="checkbox"/>	Electronic dog fences	<input type="checkbox"/>	<input type="checkbox"/>

Other: _____

These facilities must be marked with stakes, spray paint, or flags. Consumers Energy and/or its agents will not be held responsible for damage that occurs to customer-owned underground facilities that are not properly located and marked before service installation.

After services are installed, excavation will be backfilled. Final restoration is your responsibility.

Thank you for your partnership!

Printed Name: _____

Signature: _____

Date: _____



CITY OF TROY
500 W BIG BEAVER RD
TROY MI 48084-5254

Amount Due: \$31,892.61

Please pay by: April 07, 2023

Invoice Number	9324618726
PO Number	
PO Date	
Bill Date	03/24/23

Account: 3000 2109 2824

3671 CROOKS BATH TROY - GAS UTILITY INSTALLATION - NOTIFICATION NUMBER (s): - 1063850819

NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Gas CIAC Meter Connection Fee	1.0 EA	\$200.00	\$200.00
Gas CIAC Permits (Service)	1.0 EA	\$50.00	\$50.00
Gas CIAC Service Contributions	1.0 EA	\$31,642.61	\$31,642.61
TOTAL DUE:			\$31,892.61
See Page 2 for Payment Options.			
Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan			

INVOICE QUESTIONS - Contact: John Snyder -734-309-5807

Fold, detach and mail this stub with your check made payable to Consumers Energy. Please write your account number on your check.



CONSUMERS ENERGY
CEM Support Ctr - Lansing RM 122
530 W Willow St
Lansing, MI 48906-4754

PREPAYMENT REQUEST

Account: 3000 2109 2824

Amount Due: \$31,892.61

Please pay by: April 07, 2023

Enclosed:

6 330033780504 000031892615 0000 2056 0 300021092824 H

Ways to pay your nonenergy bill:



Same-day payment
ConsumersEnergy.com
Discover® MasterCard®
Visa® or eCheck



Same-day payment
866-329-9593
Discover® MasterCard®
Visa® or eCheck



By mail
Check, money order
Consumers Energy
Payment Center
P.O. Box 740309
Cincinnati, OH 45274-0309



In person
Cash, check, card
or money order
Varies by authorized payment location
Fee may apply



A CMS Energy Company

CEM Support Center

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., Lansing, MI 48906-4754

March 24, 2023

NOTIFICATION #:
1063850816

CITY OF TROY
500 W Big Beaver Rd
Troy, MI 48084-5254

REFERENCE: 2262 BRINSTON DR., TROY

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

A copy of our design drawing showing the proposed location of the gas service entrance is enclosed.

The estimated cost for your energy request is as follows:

Gas Service Connection Fee:	\$	200.00
Excess Footage Charge:	\$	-
Winter Construction Costs:	\$	-
Gas Fuel Line Tie In:		
Permit(s):	\$	50.00
Additional Costs - See Invoice:	\$	26,550.82
Total Estimated Cost:	\$	26,800.82
Less Prepayment Received:	\$	-
Total Estimated Cost Due:	\$	26,800.82

Costs may also result from practical difficulties encountered during construction and additional payment may be required if:

- Work presently designed is done outside normal business hours.
- Change to the location of the service entrance.
- Changes to the design or route.
- Other construction delays.

Enclosed is an estimated invoice that is valid for 60 days from the date of this letter and is subject to change thereafter. This cost estimate includes only work required for Consumers Energy and does not reflect any work or costs that may be required by other parties, including other utilities. Once we receive your payment and any required easements, contracts, permits or inspections we can proceed with your request.

CONTACT OUR SECURE CREDIT/DEBIT CARD PAYMENT CENTER @ 1-866-329-9593 TO PAY "FEE FREE" WITH YOUR VISA OR MASTERCARD OR MAKE A PAYMENT ONLINE AT: www.consumersenergy.com AND CLICK "MAKE PAYMENT" TO USE THE GUEST PAY FEATURE.

Please review all attached materials carefully and direct inquiries for your request to:

John Snyder at 734-309-5807

Dear New Natural Gas Customer,

Thank you for your request for natural gas service. In order to expedite your request and meet your schedule, we have developed the following list of items requiring action by you (Customer Responsibilities). These are requirements that must be met before we can install your new service.

CUSTOMER RESPONSIBILITIES

- 1) Meter Location: A copy of our design document may be included in your customer packet. If included, your meter location is indicated by the solid square on the design document (Form 2804). This location cannot be within 18 inches of any opening (i.e. window that opens or a door) and cannot be within 3 feet of a motor driven air intake, high efficiency furnace air intake or exhaust or any ignition source. **Please contact the Consumers Energy representative assigned to your notification immediately if any of these conditions exists.** Your fuel line will need to be installed to this location.
- 2) Meter Installation: If this is a new gas service and your meter isn't being set at the time the service pipe is installed, you will need to call for a meter set at least 24 hours before you need the meter set, by calling 1-800-477-5050, 24 hours a day.
- 3) Payment: An invoice may be included in your customer packet. If included, the deposit amount on the invoice must be paid prior to installation of your service. Additional charges may apply and will be billed/or refund issued upon completion of your service installation.
- 4) Site Conditions: The site must be within 3 inches of final grade before we can install your service. To avoid delays, clear a 12 foot wide equipment path free of building materials, brush, trees, shrubs, etc. along the proposed service route. After your service is installed, we will backfill and place excavated earth over the trench. You are responsible for final restoration of the trench and ensuring that the grading over the trench is at the required level.
- 5) Staking: To avoid damage, stake your existing underground facilities such as; well, septic system, sprinkler system, any underground wires, buried LPG tanks, piping, or other unusual buried facilities. Please make sure these stakes are apparent when we arrive to install the service. We cannot reimburse you for damage to your facilities that are not properly staked. You do not need to stake the utilities' electric, gas or communication lines.
- 6) Mobile Home: If you requested service to a mobile home, you will be required to install a 2" galvanized steel post per Consumers Energy specifications. Contact the Consumers Energy representative assigned to your notification for additional information.
- 7) Gas Usage: You must begin using gas within two years following service installation or the service will be disconnected from our system. Following that, another request for gas service requires the payment of a reconnection charge plus the charge for construction of any new service pipe.
- 8) Additional Charges: Underground services installed during the months December through April may be subject to an additional charge. Unusual site conditions may also require an additional charge. These charges will be communicated to you in advance of construction.
- 9) Joint Trenching: Discounts for installation of Consumers Energy's electric and gas service in the same trench (joint trench) are applied in calculating the gas service contribution.
- 10) Usage Rate: Customers are billed at a general service rate while the structure is under construction. If the structure is a home, then the owner of the home, upon receiving a Certificate of Occupancy, should call 1-800-477-5050 to ensure the gas and/or electric rates are changed to an appropriate rate.

Please keep these procedures in a convenient location to review as we proceed with designing your service and constructing the job.

If you have any questions regarding these requirements please direct inquiries to:

John Snyder at **734-309-5807**

**NOTICE FOR NATURAL GAS AND ELECTRIC CUSTOMERS
WINTER CONSTRUCTION/PRACTICAL DIFFICULTIES CHARGES**

An **additional** construction charge of \$3.00 per foot for **all underground construction footage** will be applied to gas and electric facilities installed **starting December 15, 2022 through April 1, 2023**. To help you avoid this charge, we have included important dates and site requirements below. **Please note that Electrical inspection is a requirement for construction for Electric and Joint trench requests.**

**NATURAL GAS AND UNDERGROUND ELECTRIC SERVICE
FROM EXISTING FACILITIES**

Applications/request for service **must be received on or before November 1, 2022; the job site must be ready including inspection; and all required permits, easements (if applicable) and estimated payments must be received on or before November 22, 2022.** (Please note that the November 22, 2022, payment deadline replaces the payment due date listed at the top of your invoice.)

If you are in the early stages of construction, please make sure your basement (or foundation) is backfilled, and the service route from the building to the property line is leveled and sloped for appropriate grade. Please keep this route clear of all dirt and building materials so that our employees can work safely and efficiently.

If you're unable to meet the above dates or site conditions, you may want to consider installing conduit for your Consumers Energy natural gas and/or electric service. Conduits that are properly installed and usable will not incur the winter charges.

GAS MAIN AND UNDERGROUND PRIMARY ELECTRIC EXTENSIONS

Application/request for main and primary underground electric extension **must be made on or before October 3, 2022, and the following must be completed on or before November 1, 2022:**

1. All payments must be made in advance, including your service payment. Please note that the November 1, payment deadline replaces the payment due date listed at the top of your invoice.
2. Governmental agencies must have returned required construction permits.
3. The site must be clear and ready for construction, including the service route.
4. Consumers Energy must receive all required easements.

GAS METERS

You do **not** need to call us to request gas meter installation for single-unit buildings that require a 250 Metris meter. We will set gas meters within 5 days after the gas service has been installed.

To schedule installation of a gas meter for a multifamily building or building that requires a meter larger than a 250 Metris meter, please call us at (800) 477-5050. These installations require connecting a fuel line to our meter bracket and at least one permanent natural gas appliance. Also, we need your help to access the building. If your township requires a pressure test inspection tag, please verify this has been completed before requesting a meter set.

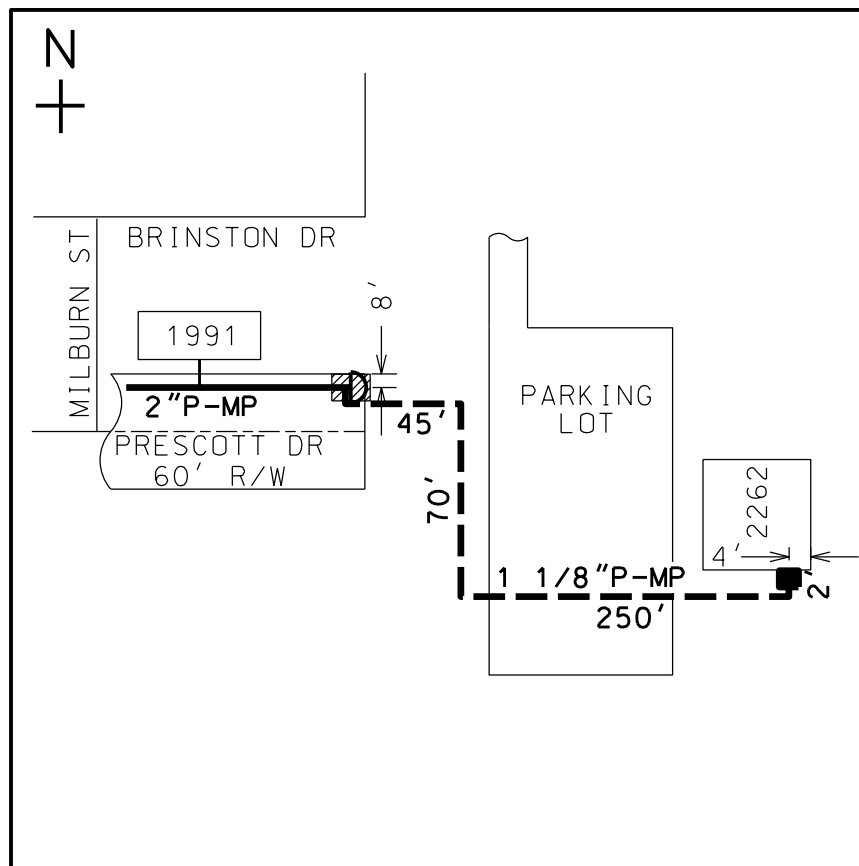
NOTE: To help us schedule your meter set when you need it and avoid delays, we suggest that you apply for your natural gas and electric service at the same time you apply for your building permit.

If you have any questions, please call your Project Coordinator or Service Technician:

John Snyder at 734-309-5807

ADDRESS		
2262 BRINSTON ST, TROY GCNC NBS		
PROJECT TITLE		
2262 BRINSTON ST,		
DESIGN NUMBER	AS-BUILT NUMBER	
11485330		
CONSTRUCTION MEASURE NUMBER		
100007144042		
NOTIFICATION NUMBER		
1063850816		
ORDER TYPE	ORDER NUMBER	
GCNC		
MAINTENANCE ACTIVITY TYPE		
NBS		
METER ORDER NUMBER	METER NUMBER	
READ	METER LOCATION	
<input type="checkbox"/> SET	<input type="checkbox"/> REMOVE	<input type="checkbox"/> EXCHANGE
COUNTY		
OAKLAND		
CITY/TOWNSHIP		
TROY		
TRS	DATE	
026125	1/19/2023	

NON JOINT



CONSUMERS ENERGY CONTACTS		
DEPARTMENT	NAME	NUMBER
COORDINATOR	JOHN G SNYDER	734-309-5807
DESIGNER	JASON LOOKER	
CUSTOMER	DENNIS TRANHAM	248-524-3503

CEM Support Center

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., Lansing, MI 48906-4754

PLEASE RETURN THE CHECKED DOCUMENTS BELOW TO CONSUMERS ENERGY IN THE ENVELOPE PROVIDED	
TO EXPEDITE SERVICE, RETURN VIA EMAIL TO:	
<u>POBoxCEServiceRequest@cmsenergy.com</u>	
<input type="checkbox"/>	AGREEMENT FOR INSTALLATION (Please return all pages of contracts) (Form 93, Form 94 and Form 95 - 2 Page Document Each) (Form 861, Form 862 and Form 230 - 4 Page Document Each)
<input checked="" type="checkbox"/>	PAYMENT WITH INVOICE STUB (BOTTOM STUB IS REQUIRED FOR PROCESSING)
<input type="checkbox"/>	REQUEST FOR ELEVATED CUSTOMER DELIVERY PRESSURE
<input type="checkbox"/>	STANDARD LIGHTING CONTRACT (MUST BE CERTIFIED BY CLERK)
<input type="checkbox"/>	SIGNED CUSTOMER ATTACHMENT PROGRAM (CAP) CONTRACT (PLEASE ENSURE TO CHECK PAYMENT OPTION ON CONTRACT)
<input checked="" type="checkbox"/>	GO READY FORM (FORM 1250) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: <u>POBoxCEServiceRequest@cmsenergy.com</u>
<input type="checkbox"/>	SITE READY PHOTO(S) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: <u>POBoxCEServiceRequest@cmsenergy.com</u>
<input type="checkbox"/>	OTHER:
NOTIFICATION REFERENCE NUMBERS	
ELECTRIC SERVICE NOTIFICATION:	
GAS SERVICE NOTIFICATION:	1063850816
ELECTRIC OH DISTRIBUTION NOTIFICATION:	
ELECTRIC UG DISTRIBUTION NOTIFICATION:	
GAS MAIN NOTIFICATION:	
STREETLIGHT NOTIFICATION:	

GO-READY Checklist Natural Gas & Electric Request



Thank you for contacting Consumers Energy for your energy needs. This form is required to schedule your service installation, retirement, or alteration. Consumers Energy will contact you one to two days before our scheduled arrival. If it is deemed that any of the requirements are not met upon our arrival, Consumers Energy reserves the right to reschedule your job.

Please return completed Checklist either (1) by E-mail: poboxceservicerequest@cmsenergy.com (preferred) or (2) by Fax: 517-374-2424.

If neither option is available, you can mail a completed application to Consumers Energy Service Request, Rm. 122, 530 W Willow St, Lansing MI 48906-4754

Notification #: 1063850816

Service Address: 2262 BRINSTON DR,, TROY

Please check all requirements on the checklist below before returning this document. Providing accurate information upon completion when submitting your form helps assure construction execution upon crew arrival.

	YES	N/A
1. Has your payment been submitted to Consumers Energy?	<input type="checkbox"/>	<input type="checkbox"/>
2. Has your gas meter location been clearly marked, and/or your electric meter socket properly installed at the agreed upon location (service installation or alteration)?	<input type="checkbox"/>	<input type="checkbox"/>
3. Has your electric meter been inspected and approved by the local city/township inspector?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the site at rough grade?	<input type="checkbox"/>	<input type="checkbox"/>
5. Is a 12' wide path clear of debris and construction equipment?	<input type="checkbox"/>	<input type="checkbox"/>
6. Site Ready Photo (subdivision services only). Include photo with Checklist.	<input type="checkbox"/>	

Making Consumers Energy aware of any customer-owned, underground facilities present, by clearly identifying and indicating the facility location reduces the risk of damages. Locate or expose any privately owned underground facilities or buried obstructions including, but not limited to:

	YES	N/A		YES	N/A
Septic tank (Existing or future)	<input type="checkbox"/>	<input type="checkbox"/>	Underground yard lighting	<input type="checkbox"/>	<input type="checkbox"/>
Drain field (Existing or future)	<input type="checkbox"/>	<input type="checkbox"/>	Sprinkler systems	<input type="checkbox"/>	<input type="checkbox"/>
Well (Existing or future)	<input type="checkbox"/>	<input type="checkbox"/>	Electronic dog fences	<input type="checkbox"/>	<input type="checkbox"/>

Other: _____

These facilities must be marked with stakes, spray paint, or flags. Consumers Energy and/or its agents will not be held responsible for damage that occurs to customer-owned underground facilities that are not properly located and marked before service installation.

After services are installed, excavation will be backfilled. Final restoration is your responsibility.

Thank you for your partnership!

Printed Name: _____

Signature: _____

Date: _____



CITY OF TROY
500 W BIG BEAVER RD
TROY MI 48084-5254

Amount Due: \$26,800.82

Please pay by: April 07, 2023

Invoice Number	9324618724
PO Number	
PO Date	
Bill Date	03/24/23

Account: 3000 2109 2808

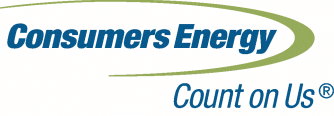
2262 BRINSTON DR, TROY - GAS UTILITY UPGRADE - NOTIFICATION NUMBER (s): - 1063850816

NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Gas CIAC Meter Connection Fee	1.0 EA	\$200.00	\$200.00
Gas CIAC Permits (Service)	1.0 EA	\$50.00	\$50.00
Gas CIAC Service Contributions	1.0 EA	\$26,550.82	\$26,550.82
TOTAL DUE:			\$26,800.82
See Page 2 for Payment Options.			
Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan			

INVOICE QUESTIONS - Contact: John Snyder -734-309-5807

Fold, detach and mail this stub with your check made payable to Consumers Energy. Please write your account number on your check.



CONSUMERS ENERGY
CEM Support Ctr - Lansing RM 122
530 W Willow St
Lansing, MI 48906-4754

PREPAYMENT REQUEST

Account: 3000 2109 2808

Amount Due: \$26,800.82

Please pay by: April 07, 2023

Enclosed:

6 330033780493 000026800821 0000 2056 1 300021092808 H

Ways to pay your nonenergy bill:



Same-day payment
ConsumersEnergy.com
Discover® MasterCard®
Visa® or eCheck



Same-day payment
866-329-9593
Discover® MasterCard®
Visa® or eCheck



By mail
Check, money order
Consumers Energy
Payment Center
P.O. Box 740309
Cincinnati, OH 45274-0309



In person
Cash, check, card
or money order
Varies by authorized payment location
Fee may apply



A CMS Energy Company

CEM Support Center

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., Lansing, MI 48906-4754

March 24, 2023

NOTIFICATION #:
1063850812

CITY OF TROY
500 W Big Beaver Rd
Troy, MI 48084-5254

REFERENCE: 1800 W SQUARE LAKE RD, TROY

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

A copy of our design drawing showing the proposed location of the gas service entrance is enclosed.

The estimated cost for your energy request is as follows:

Gas Service Connection Fee:	\$	200.00
Excess Footage Charge:	\$	-
Winter Construction Costs:	\$	-
Gas Fuel Line Tie In:		
Permit(s):	\$	50.00
Additional Costs - See Invoice:	\$	41,508.21
Total Estimated Cost:	\$	41,758.21
Less Prepayment Received:	\$	-
Total Estimated Cost Due:	\$	41,758.21

Costs may also result from practical difficulties encountered during construction and additional payment may be required if:

- Work presently designed is done outside normal business hours.
- Change to the location of the service entrance.
- Changes to the design or route.
- Other construction delays.

Enclosed is an estimated invoice that is valid for 60 days from the date of this letter and is subject to change thereafter. This cost estimate includes only work required for Consumers Energy and does not reflect any work or costs that may be required by other parties, including other utilities. Once we receive your payment and any required easements, contracts, permits or inspections we can proceed with your request.

CONTACT OUR SECURE CREDIT/DEBIT CARD PAYMENT CENTER @ 1-866-329-9593 TO PAY "FEE FREE" WITH YOUR VISA OR MASTERCARD OR MAKE A PAYMENT ONLINE AT: www.consumersenergy.com AND CLICK "MAKE PAYMENT" TO USE THE GUEST PAY FEATURE.

Please review all attached materials carefully and direct inquiries for your request to:

John Snyder at 734-309-5807

Dear New Natural Gas Customer,

Thank you for your request for natural gas service. In order to expedite your request and meet your schedule, we have developed the following list of items requiring action by you (Customer Responsibilities). These are requirements that must be met before we can install your new service.

CUSTOMER RESPONSIBILITIES

- 1) Meter Location: A copy of our design document may be included in your customer packet. If included, your meter location is indicated by the solid square on the design document (Form 2804). This location cannot be within 18 inches of any opening (i.e. window that opens or a door) and cannot be within 3 feet of a motor driven air intake, high efficiency furnace air intake or exhaust or any ignition source. **Please contact the Consumers Energy representative assigned to your notification immediately if any of these conditions exists.** Your fuel line will need to be installed to this location.
- 2) Meter Installation: If this is a new gas service and your meter isn't being set at the time the service pipe is installed, you will need to call for a meter set at least 24 hours before you need the meter set, by calling 1-800-477-5050, 24 hours a day.
- 3) Payment: An invoice may be included in your customer packet. If included, the deposit amount on the invoice must be paid prior to installation of your service. Additional charges may apply and will be billed/or refund issued upon completion of your service installation.
- 4) Site Conditions: The site must be within 3 inches of final grade before we can install your service. To avoid delays, clear a 12 foot wide equipment path free of building materials, brush, trees, shrubs, etc. along the proposed service route. After your service is installed, we will backfill and place excavated earth over the trench. You are responsible for final restoration of the trench and ensuring that the grading over the trench is at the required level.
- 5) Staking: To avoid damage, stake your existing underground facilities such as; well, septic system, sprinkler system, any underground wires, buried LPG tanks, piping, or other unusual buried facilities. Please make sure these stakes are apparent when we arrive to install the service. We cannot reimburse you for damage to your facilities that are not properly staked. You do not need to stake the utilities' electric, gas or communication lines.
- 6) Mobile Home: If you requested service to a mobile home, you will be required to install a 2" galvanized steel post per Consumers Energy specifications. Contact the Consumers Energy representative assigned to your notification for additional information.
- 7) Gas Usage: You must begin using gas within two years following service installation or the service will be disconnected from our system. Following that, another request for gas service requires the payment of a reconnection charge plus the charge for construction of any new service pipe.
- 8) Additional Charges: Underground services installed during the months December through April may be subject to an additional charge. Unusual site conditions may also require an additional charge. These charges will be communicated to you in advance of construction.
- 9) Joint Trenching: Discounts for installation of Consumers Energy's electric and gas service in the same trench (joint trench) are applied in calculating the gas service contribution.
- 10) Usage Rate: Customers are billed at a general service rate while the structure is under construction. If the structure is a home, then the owner of the home, upon receiving a Certificate of Occupancy, should call 1-800-477-5050 to ensure the gas and/or electric rates are changed to an appropriate rate.

Please keep these procedures in a convenient location to review as we proceed with designing your service and constructing the job.

If you have any questions regarding these requirements please direct inquiries to:

John Snyder at 734-309-5807

**NOTICE FOR NATURAL GAS AND ELECTRIC CUSTOMERS
WINTER CONSTRUCTION/PRACTICAL DIFFICULTIES CHARGES**

An **additional** construction charge of \$3.00 per foot for **all underground construction footage** will be applied to gas and electric facilities installed **starting December 15, 2022 through April 1, 2023**. To help you avoid this charge, we have included important dates and site requirements below. **Please note that Electrical inspection is a requirement for construction for Electric and Joint trench requests.**

**NATURAL GAS AND UNDERGROUND ELECTRIC SERVICE
FROM EXISTING FACILITIES**

Applications/request for service **must be received on or before November 1, 2022; the job site must be ready including inspection; and all required permits, easements (if applicable) and estimated payments must be received on or before November 22, 2022.** (Please note that the November 22, 2022, payment deadline replaces the payment due date listed at the top of your invoice.)

If you are in the early stages of construction, please make sure your basement (or foundation) is backfilled, and the service route from the building to the property line is leveled and sloped for appropriate grade. Please keep this route clear of all dirt and building materials so that our employees can work safely and efficiently.

If you're unable to meet the above dates or site conditions, you may want to consider installing conduit for your Consumers Energy natural gas and/or electric service. Conduits that are properly installed and usable will not incur the winter charges.

GAS MAIN AND UNDERGROUND PRIMARY ELECTRIC EXTENSIONS

Application/request for main and primary underground electric extension **must be made on or before October 3, 2022, and the following must be completed on or before November 1, 2022:**

1. All payments must be made in advance, including your service payment. Please note that the November 1, payment deadline replaces the payment due date listed at the top of your invoice.
2. Governmental agencies must have returned required construction permits.
3. The site must be clear and ready for construction, including the service route.
4. Consumers Energy must receive all required easements.

GAS METERS

You do **not** need to call us to request gas meter installation for single-unit buildings that require a 250 Metris meter. We will set gas meters within 5 days after the gas service has been installed.

To schedule installation of a gas meter for a multifamily building or building that requires a meter larger than a 250 Metris meter, please call us at (800) 477-5050. These installations require connecting a fuel line to our meter bracket and at least one permanent natural gas appliance. Also, we need your help to access the building. If your township requires a pressure test inspection tag, please verify this has been completed before requesting a meter set.

NOTE: To help us schedule your meter set when you need it and avoid delays, we suggest that you apply for your natural gas and electric service at the same time you apply for your building permit.

If you have any questions, please call your Project Coordinator or Service Technician:

John Snyder at 734-309-5807

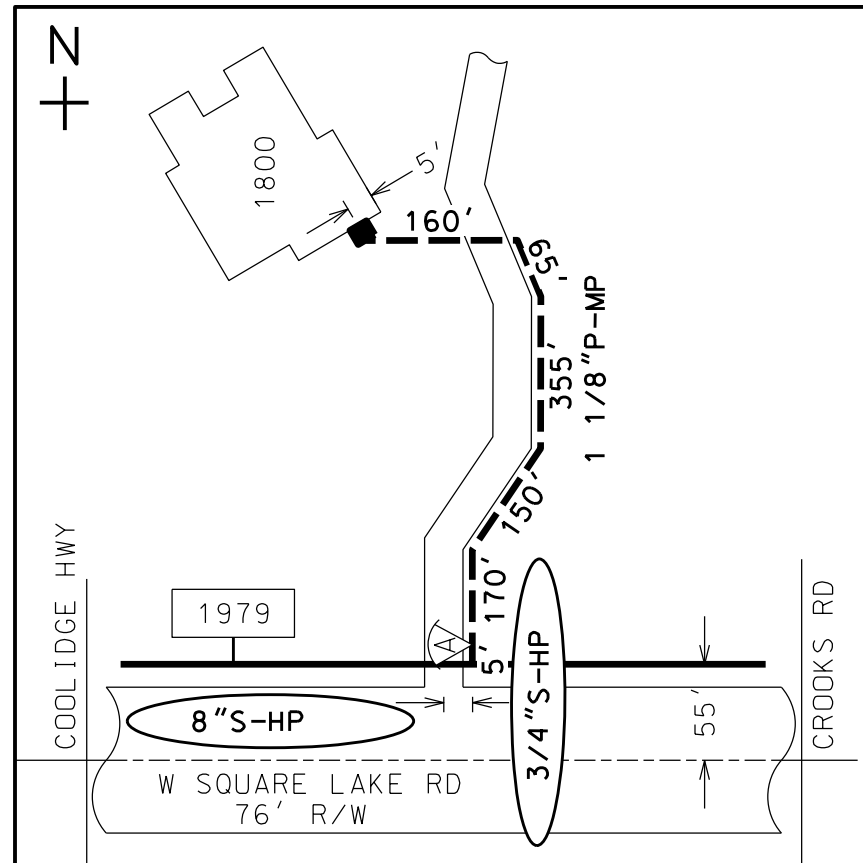
ADDRESS		
1800 W SQUARE LAKE RD, TROY (GCNC NBS)		
PROJECT TITLE		
1800 W SQUARE LAKE RD		
DESIGN NUMBER	AS-BUILT NUMBER	
11482478		
CONSTRUCTION MEASURE NUMBER		
100007144120		
NOTIFICATION NUMBER		
1063850812		
ORDER TYPE	ORDER NUMBER	
GCNC		
MAINTENANCE ACTIVITY TYPE		
NBS		
METER ORDER NUMBER	METER NUMBER	
READ	METER LOCATION	
<input type="checkbox"/> SET	<input type="checkbox"/> REMOVE	<input type="checkbox"/> EXCHANGE
COUNTY		
OAKLAND		
CITY/TOWNSHIP		
TROY		
TRS	DATE	
026105	1/12/2023	



A CMS Energy Company

SERVICE

NON JOINT



CONSUMERS ENERGY CONTACTS		
DEPARTMENT	NAME	NUMBER
COORDINATOR	JOHN G SNYDER	734-309-5807
DESIGNER	JASON LOOKER	
CUSTOMER	DENNIS TRANHAM	248-524-3503

CEM Support Center

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., Lansing, MI 48906-4754

PLEASE RETURN THE CHECKED DOCUMENTS BELOW TO CONSUMERS ENERGY IN THE ENVELOPE PROVIDED	
TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com	
<input type="checkbox"/>	AGREEMENT FOR INSTALLATION (Please return all pages of contracts) (Form 93, Form 94 and Form 95 - 2 Page Document Each) (Form 861, Form 862 and Form 230 - 4 Page Document Each)
<input checked="" type="checkbox"/>	PAYMENT WITH INVOICE STUB (BOTTOM STUB IS REQUIRED FOR PROCESSING)
<input type="checkbox"/>	REQUEST FOR ELEVATED CUSTOMER DELIVERY PRESSURE
<input type="checkbox"/>	STANDARD LIGHTING CONTRACT (MUST BE CERTIFIED BY CLERK)
<input type="checkbox"/>	SIGNED CUSTOMER ATTACHMENT PROGRAM (CAP) CONTRACT (PLEASE ENSURE TO CHECK PAYMENT OPTION ON CONTRACT)
<input checked="" type="checkbox"/>	GO READY FORM (FORM 1250) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com
<input type="checkbox"/>	SITE READY PHOTO(S) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com
<input type="checkbox"/>	OTHER:
NOTIFICATION REFERENCE NUMBERS	
ELECTRIC SERVICE NOTIFICATION:	
GAS SERVICE NOTIFICATION:	1063850812
ELECTRIC OH DISTRIBUTION NOTIFICATION:	
ELECTRIC UG DISTRIBUTION NOTIFICATION:	
GAS MAIN NOTIFICATION:	
STREETLIGHT NOTIFICATION:	

GO-READY Checklist Natural Gas & Electric Request



Thank you for contacting Consumers Energy for your energy needs. This form is required to schedule your service installation, retirement, or alteration. Consumers Energy will contact you one to two days before our scheduled arrival. If it is deemed that any of the requirements are not met upon our arrival, Consumers Energy reserves the right to reschedule your job.

Please return completed Checklist either (1) by E-mail: poboxceservicerequest@cmsenergy.com (preferred) or (2) by Fax: 517-374-2424.

If neither option is available, you can mail a completed application to Consumers Energy Service Request, Rm. 122, 530 W Willow St, Lansing MI 48906-4754

Notification #: 1063850812

Service Address: 1800 W SQUARE LAKE RD, TROY

Please check all requirements on the checklist below before returning this document. Providing accurate information upon completion when submitting your form helps assure construction execution upon crew arrival.

	YES	N/A
1. Has your payment been submitted to Consumers Energy?	<input type="checkbox"/>	<input type="checkbox"/>
2. Has your gas meter location been clearly marked, and/or your electric meter socket properly installed at the agreed upon location (service installation or alteration)?	<input type="checkbox"/>	<input type="checkbox"/>
3. Has your electric meter been inspected and approved by the local city/township inspector?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the site at rough grade?	<input type="checkbox"/>	<input type="checkbox"/>
5. Is a 12' wide path clear of debris and construction equipment?	<input type="checkbox"/>	<input type="checkbox"/>
6. Site Ready Photo (subdivision services only). Include photo with Checklist.	<input type="checkbox"/>	

Making Consumers Energy aware of any customer-owned, underground facilities present, by clearly identifying and indicating the facility location reduces the risk of damages. Locate or expose any privately owned underground facilities or buried obstructions including, but not limited to:

	YES	N/A		YES	N/A
Septic tank (Existing or future)	<input type="checkbox"/>	<input type="checkbox"/>	Underground yard lighting	<input type="checkbox"/>	<input type="checkbox"/>
Drain field (Existing or future)	<input type="checkbox"/>	<input type="checkbox"/>	Sprinkler systems	<input type="checkbox"/>	<input type="checkbox"/>
Well (Existing or future)	<input type="checkbox"/>	<input type="checkbox"/>	Electronic dog fences	<input type="checkbox"/>	<input type="checkbox"/>

Other: _____

These facilities must be marked with stakes, spray paint, or flags. Consumers Energy and/or its agents will not be held responsible for damage that occurs to customer-owned underground facilities that are not properly located and marked before service installation.

After services are installed, excavation will be backfilled. Final restoration is your responsibility.

Thank you for your partnership!

Printed Name: _____

Signature: _____

Date: _____



CITY OF TROY
500 W BIG BEAVER RD
TROY MI 48084-5254

Amount Due: \$41,758.21

Please pay by: April 07, 2023

Invoice Number	9324618722
PO Number	
PO Date	
Bill Date	03/24/23

Account: 3000 2109 2782

1800 W SQUARE LAKE RD TROY - GAS UTILITY INSTALLATION - NOTIFICATION NUMBER (s): - 1063850812

NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Gas CIAC Meter Connection Fee	1.0 EA	\$200.00	\$200.00
Gas CIAC Permits (Service)	1.0 EA	\$50.00	\$50.00
Gas CIAC Service Contributions	1.0 EA	\$41,508.21	\$41,508.21
TOTAL DUE:			\$41,758.21
See Page 2 for Payment Options.			
Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan			

INVOICE QUESTIONS - Contact: John Snyder -734-309-5807

Fold, detach and mail this stub with your check made payable to Consumers Energy. Please write your account number on your check.



CONSUMERS ENERGY
CEM Support Ctr - Lansing RM 122
530 W Willow St
Lansing, MI 48906-4754

PREPAYMENT REQUEST

Account: 3000 2109 2782

Amount Due: \$41,758.21

Please pay by: April 07, 2023

Enclosed:

6 330033780487 000041758210 0000 2056 0 300021092782 H

Ways to pay your nonenergy bill:



Same-day payment
ConsumersEnergy.com
Discover® MasterCard®
Visa® or eCheck



Same-day payment
866-329-9593
Discover® MasterCard®
Visa® or eCheck



By mail
Check, money order
Consumers Energy
Payment Center
P.O. Box 740309
Cincinnati, OH 45274-0309



In person
Cash, check, card
or money order
Varies by authorized payment location
Fee may apply



A CMS Energy Company

CEM Support Center

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., Lansing, MI 48906-4754

March 24, 2023

NOTIFICATION #:
1063850818

CITY OF TROY
500 W Big Beaver Rd
Troy, MI 48084-5254

REFERENCE: 1755 E LONG LAKE RD, TROY

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

A copy of our design drawing showing the proposed location of the gas service entrance is enclosed.

The estimated cost for your energy request is as follows:

Gas Service Connection Fee:	\$	200.00
Excess Footage Charge:	\$	-
Winter Construction Costs:	\$	-
Gas Fuel Line Tie In:		
Permit(s):	\$	50.00
Additional Costs - See Invoice:	\$	42,335.78
Total Estimated Cost:	\$	42,585.78
Less Prepayment Received:	\$	-
Total Estimated Cost Due:	\$	42,585.78

Costs may also result from practical difficulties encountered during construction and additional payment may be required if:

- Work presently designed is done outside normal business hours.
- Change to the location of the service entrance.
- Changes to the design or route.
- Other construction delays.

Enclosed is an estimated invoice that is valid for 60 days from the date of this letter and is subject to change thereafter. This cost estimate includes only work required for Consumers Energy and does not reflect any work or costs that may be required by other parties, including other utilities. Once we receive your payment and any required easements, contracts, permits or inspections we can proceed with your request.

CONTACT OUR SECURE CREDIT/DEBIT CARD PAYMENT CENTER @ 1-866-329-9593 TO PAY "FEE FREE" WITH YOUR VISA OR MASTERCARD OR MAKE A PAYMENT ONLINE AT: www.consumersenergy.com AND CLICK "MAKE PAYMENT" TO USE THE GUEST PAY FEATURE.

Please review all attached materials carefully and direct inquiries for your request to:

John Snyder at 734-309-5807

Dear New Natural Gas Customer,

Thank you for your request for natural gas service. In order to expedite your request and meet your schedule, we have developed the following list of items requiring action by you (Customer Responsibilities). These are requirements that must be met before we can install your new service.

CUSTOMER RESPONSIBILITIES

- 1) Meter Location: A copy of our design document may be included in your customer packet. If included, your meter location is indicated by the solid square on the design document (Form 2804). This location cannot be within 18 inches of any opening (i.e. window that opens or a door) and cannot be within 3 feet of a motor driven air intake, high efficiency furnace air intake or exhaust or any ignition source. **Please contact the Consumers Energy representative assigned to your notification immediately if any of these conditions exists.** Your fuel line will need to be installed to this location.
- 2) Meter Installation: If this is a new gas service and your meter isn't being set at the time the service pipe is installed, you will need to call for a meter set at least 24 hours before you need the meter set, by calling 1-800-477-5050, 24 hours a day.
- 3) Payment: An invoice may be included in your customer packet. If included, the deposit amount on the invoice must be paid prior to installation of your service. Additional charges may apply and will be billed/or refund issued upon completion of your service installation.
- 4) Site Conditions: The site must be within 3 inches of final grade before we can install your service. To avoid delays, clear a 12 foot wide equipment path free of building materials, brush, trees, shrubs, etc. along the proposed service route. After your service is installed, we will backfill and place excavated earth over the trench. You are responsible for final restoration of the trench and ensuring that the grading over the trench is at the required level.
- 5) Staking: To avoid damage, stake your existing underground facilities such as; well, septic system, sprinkler system, any underground wires, buried LPG tanks, piping, or other unusual buried facilities. Please make sure these stakes are apparent when we arrive to install the service. We cannot reimburse you for damage to your facilities that are not properly staked. You do not need to stake the utilities' electric, gas or communication lines.
- 6) Mobile Home: If you requested service to a mobile home, you will be required to install a 2" galvanized steel post per Consumers Energy specifications. Contact the Consumers Energy representative assigned to your notification for additional information.
- 7) Gas Usage: You must begin using gas within two years following service installation or the service will be disconnected from our system. Following that, another request for gas service requires the payment of a reconnection charge plus the charge for construction of any new service pipe.
- 8) Additional Charges: Underground services installed during the months December through April may be subject to an additional charge. Unusual site conditions may also require an additional charge. These charges will be communicated to you in advance of construction.
- 9) Joint Trenching: Discounts for installation of Consumers Energy's electric and gas service in the same trench (joint trench) are applied in calculating the gas service contribution.
- 10) Usage Rate: Customers are billed at a general service rate while the structure is under construction. If the structure is a home, then the owner of the home, upon receiving a Certificate of Occupancy, should call 1-800-477-5050 to ensure the gas and/or electric rates are changed to an appropriate rate.

Please keep these procedures in a convenient location to review as we proceed with designing your service and constructing the job.

If you have any questions regarding these requirements please direct inquiries to:

John Snyder at 734-309-5807

**NOTICE FOR NATURAL GAS AND ELECTRIC CUSTOMERS
WINTER CONSTRUCTION/PRACTICAL DIFFICULTIES CHARGES**

An **additional** construction charge of \$3.00 per foot for **all underground construction footage** will be applied to gas and electric facilities installed **starting December 15, 2022 through April 1, 2023**. To help you avoid this charge, we have included important dates and site requirements below. **Please note that Electrical inspection is a requirement for construction for Electric and Joint trench requests.**

**NATURAL GAS AND UNDERGROUND ELECTRIC SERVICE
FROM EXISTING FACILITIES**

Applications/request for service **must be received on or before November 1, 2022; the job site must be ready including inspection; and all required permits, easements (if applicable) and estimated payments must be received on or before November 22, 2022.** (Please note that the November 22, 2022, payment deadline replaces the payment due date listed at the top of your invoice.)

If you are in the early stages of construction, please make sure your basement (or foundation) is backfilled, and the service route from the building to the property line is leveled and sloped for appropriate grade. Please keep this route clear of all dirt and building materials so that our employees can work safely and efficiently.

If you're unable to meet the above dates or site conditions, you may want to consider installing conduit for your Consumers Energy natural gas and/or electric service. Conduits that are properly installed and usable will not incur the winter charges.

GAS MAIN AND UNDERGROUND PRIMARY ELECTRIC EXTENSIONS

Application/request for main and primary underground electric extension **must be made on or before October 3, 2022, and the following must be completed on or before November 1, 2022:**

1. All payments must be made in advance, including your service payment. Please note that the November 1, payment deadline replaces the payment due date listed at the top of your invoice.
2. Governmental agencies must have returned required construction permits.
3. The site must be clear and ready for construction, including the service route.
4. Consumers Energy must receive all required easements.

GAS METERS

You do **not** need to call us to request gas meter installation for single-unit buildings that require a 250 Metris meter. We will set gas meters within 5 days after the gas service has been installed.

To schedule installation of a gas meter for a multifamily building or building that requires a meter larger than a 250 Metris meter, please call us at (800) 477-5050. These installations require connecting a fuel line to our meter bracket and at least one permanent natural gas appliance. Also, we need your help to access the building. If your township requires a pressure test inspection tag, please verify this has been completed before requesting a meter set.

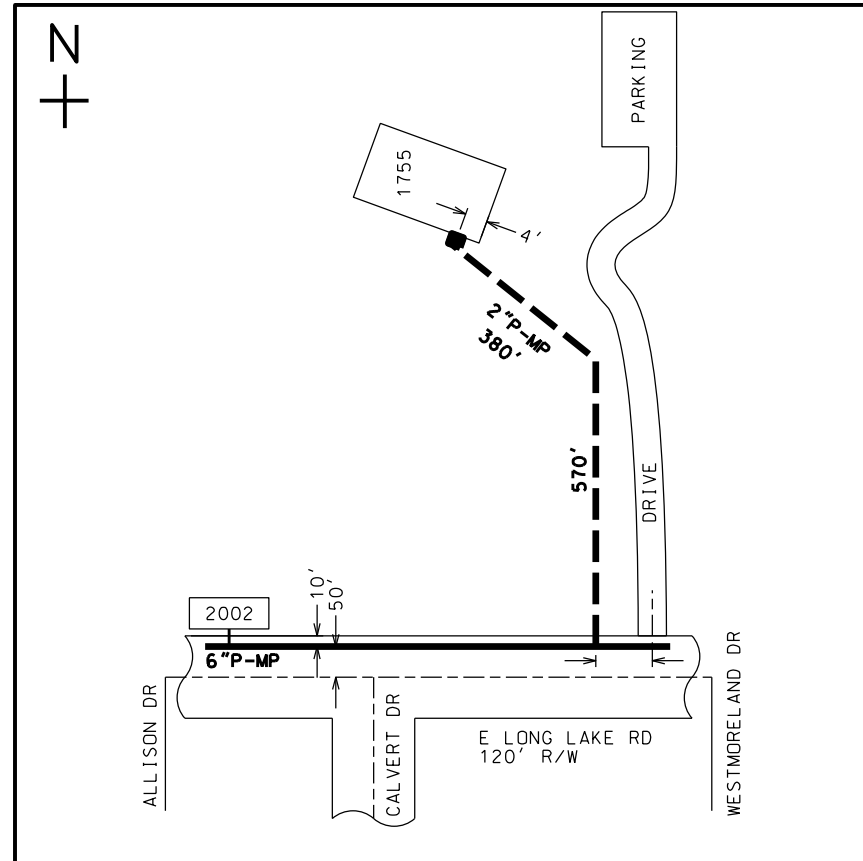
NOTE: To help us schedule your meter set when you need it and avoid delays, we suggest that you apply for your natural gas and electric service at the same time you apply for your building permit.

If you have any questions, please call your Project Coordinator or Service Technician:

John Snyder at 734-309-5807

ADDRESS		
1755 E LONG LAKE RD, TROY (GCNC NBS)		
PROJECT TITLE		
1755 E LONG LAKE RD		
DESIGN NUMBER	AS-BUILT NUMBER	
11485322	_____	
CONSTRUCTION MEASURE NUMBER		
100007143967		
NOTIFICATION NUMBER		
1063850818		
ORDER TYPE	ORDER NUMBER	
GCNC	_____	
MAINTENANCE ACTIVITY TYPE		
NBS		
METER ORDER NUMBER	METER NUMBER	
_____	_____	
READ	METER LOCATION	
_____	__	
<input type="checkbox"/> SET	<input type="checkbox"/> REMOVE	<input type="checkbox"/> EXCHANGE
COUNTY		
OAKLAND		
CITY/TOWNSHIP		
TROY / TROY		
TRS	DATE	
026111	1/19/2023	

NON JOINT



A CMS Energy Company

SERVICE

CONSUMERS ENERGY CONTACTS

DEPARTMENT	NAME	NUMBER
COORDINATOR	JOHN G SNYDER	734-309-5807
DESIGNER	Connor Clifford	517-788-0328
CUSTOMER	DENNIS TRANTHAM	248-524-3503

CEM Support Center

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., Lansing, MI 48906-4754

PLEASE RETURN THE CHECKED DOCUMENTS BELOW TO CONSUMERS ENERGY IN THE ENVELOPE PROVIDED	
TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com	
<input type="checkbox"/>	AGREEMENT FOR INSTALLATION (Please return all pages of contracts) (Form 93, Form 94 and Form 95 - 2 Page Document Each) (Form 861, Form 862 and Form 230 - 4 Page Document Each)
<input checked="" type="checkbox"/>	PAYMENT WITH INVOICE STUB (BOTTOM STUB IS REQUIRED FOR PROCESSING)
<input type="checkbox"/>	REQUEST FOR ELEVATED CUSTOMER DELIVERY PRESSURE
<input type="checkbox"/>	STANDARD LIGHTING CONTRACT (MUST BE CERTIFIED BY CLERK)
<input type="checkbox"/>	SIGNED CUSTOMER ATTACHMENT PROGRAM (CAP) CONTRACT (PLEASE ENSURE TO CHECK PAYMENT OPTION ON CONTRACT)
<input checked="" type="checkbox"/>	GO READY FORM (FORM 1250) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com
<input type="checkbox"/>	SITE READY PHOTO(S) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com
<input type="checkbox"/>	OTHER:
NOTIFICATION REFERENCE NUMBERS	
ELECTRIC SERVICE NOTIFICATION:	
GAS SERVICE NOTIFICATION:	1063850818
ELECTRIC OH DISTRIBUTION NOTIFICATION:	
ELECTRIC UG DISTRIBUTION NOTIFICATION:	
GAS MAIN NOTIFICATION:	
STREETLIGHT NOTIFICATION:	

GO-READY Checklist Natural Gas & Electric Request



Thank you for contacting Consumers Energy for your energy needs. This form is required to schedule your service installation, retirement, or alteration. Consumers Energy will contact you one to two days before our scheduled arrival. If it is deemed that any of the requirements are not met upon our arrival, Consumers Energy reserves the right to reschedule your job.

Please return completed Checklist either (1) by E-mail: poboxceservicerequest@cmsenergy.com (preferred) or (2) by Fax: 517-374-2424.

If neither option is available, you can mail a completed application to Consumers Energy Service Request, Rm. 122, 530 W Willow St, Lansing MI 48906-4754

Notification #: 1063850818

Service Address: 1755 E LONG LAKE RD, TROY

Please check all requirements on the checklist below before returning this document. Providing accurate information upon completion when submitting your form helps assure construction execution upon crew arrival.

	YES	N/A
1. Has your payment been submitted to Consumers Energy?	<input type="checkbox"/>	<input type="checkbox"/>
2. Has your gas meter location been clearly marked, and/or your electric meter socket properly installed at the agreed upon location (service installation or alteration)?	<input type="checkbox"/>	<input type="checkbox"/>
3. Has your electric meter been inspected and approved by the local city/township inspector?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the site at rough grade?	<input type="checkbox"/>	<input type="checkbox"/>
5. Is a 12' wide path clear of debris and construction equipment?	<input type="checkbox"/>	<input type="checkbox"/>
6. Site Ready Photo (subdivision services only). Include photo with Checklist.	<input type="checkbox"/>	

Making Consumers Energy aware of any customer-owned, underground facilities present, by clearly identifying and indicating the facility location reduces the risk of damages. Locate or expose any privately owned underground facilities or buried obstructions including, but not limited to:

	YES	N/A		YES	N/A
Septic tank (Existing or future)	<input type="checkbox"/>	<input type="checkbox"/>	Underground yard lighting	<input type="checkbox"/>	<input type="checkbox"/>
Drain field (Existing or future)	<input type="checkbox"/>	<input type="checkbox"/>	Sprinkler systems	<input type="checkbox"/>	<input type="checkbox"/>
Well (Existing or future)	<input type="checkbox"/>	<input type="checkbox"/>	Electronic dog fences	<input type="checkbox"/>	<input type="checkbox"/>

Other: _____

These facilities must be marked with stakes, spray paint, or flags. Consumers Energy and/or its agents will not be held responsible for damage that occurs to customer-owned underground facilities that are not properly located and marked before service installation.

After services are installed, excavation will be backfilled. Final restoration is your responsibility.

Thank you for your partnership!

Printed Name: _____

Signature: _____

Date: _____



CITY OF TROY
500 W BIG BEAVER RD
TROY MI 48084-5254

Amount Due: \$42,585.78

Please pay by: April 07, 2023

Invoice Number	9324618725
PO Number	
PO Date	
Bill Date	03/24/23

Account: 3000 2109 2816

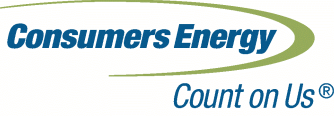
1755 E LONG LAKE RD TROY - GAS UTILITY INSTALLATION - NOTIFICATION NUMBER (s): - 1063850818

NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Gas CIAC Meter Connection Fee	1.0 EA	\$200.00	\$200.00
Gas CIAC Permits (Service)	1.0 EA	\$50.00	\$50.00
Gas CIAC Service Contributions	1.0 EA	\$42,335.78	\$42,335.78
TOTAL DUE:			\$42,585.78
See Page 2 for Payment Options.			
Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan			

INVOICE QUESTIONS - Contact: John Snyder -734-309-5807

Fold, detach and mail this stub with your check made payable to Consumers Energy. Please write your account number on your check.



CONSUMERS ENERGY
CEM Support Ctr - Lansing RM 122
530 W Willow St
Lansing, MI 48906-4754

PREPAYMENT REQUEST

Account: 3000 2109 2816

Amount Due: \$42,585.78

Please pay by: April 07, 2023

Enclosed:

6 330033780501 000042585786 0000 2056 4 300021092816 H

Ways to pay your nonenergy bill:



Same-day payment
ConsumersEnergy.com
Discover® MasterCard®
Visa® or eCheck



Same-day payment
866-329-9593
Discover® MasterCard®
Visa® or eCheck



By mail
Check, money order
Consumers Energy
Payment Center
P.O. Box 740309
Cincinnati, OH 45274-0309



In person
Cash, check, card
or money order
Varies by authorized payment location
Fee may apply



A CMS Energy Company

CEM Support Center

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., Lansing, MI 48906-4754

March 24, 2023

NOTIFICATION #:
1063850814

CITY OF TROY
500 W Big Beaver Rd
Troy, MI 48084-5254

REFERENCE: 3755 JOHN R RD, TROY

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

A copy of our design drawing showing the proposed location of the gas service entrance is enclosed.

The estimated cost for your energy request is as follows:

Gas Service Connection Fee:	\$	200.00
Excess Footage Charge:	\$	-
Winter Construction Costs:	\$	-
Gas Fuel Line Tie In:		
Permit(s):	\$	50.00
Additional Costs - See Invoice:	\$	51,371.93
Total Estimated Cost:	\$	51,621.93
Less Prepayment Received:	\$	-
Total Estimated Cost Due:	\$	51,621.93

Costs may also result from practical difficulties encountered during construction and additional payment may be required if:

- Work presently designed is done outside normal business hours.
- Change to the location of the service entrance.
- Changes to the design or route.
- Other construction delays.

Enclosed is an estimated invoice that is valid for 60 days from the date of this letter and is subject to change thereafter. This cost estimate includes only work required for Consumers Energy and does not reflect any work or costs that may be required by other parties, including other utilities. Once we receive your payment and any required easements, contracts, permits or inspections we can proceed with your request.

CONTACT OUR SECURE CREDIT/DEBIT CARD PAYMENT CENTER @ 1-866-329-9593 TO PAY "FEE FREE" WITH YOUR VISA OR MASTERCARD OR MAKE A PAYMENT ONLINE AT: www.consumersenergy.com AND CLICK "MAKE PAYMENT" TO USE THE GUEST PAY FEATURE.

Please review all attached materials carefully and direct inquiries for your request to:

John Snyder at 734-309-5807

Dear New Natural Gas Customer,

Thank you for your request for natural gas service. In order to expedite your request and meet your schedule, we have developed the following list of items requiring action by you (Customer Responsibilities). These are requirements that must be met before we can install your new service.

CUSTOMER RESPONSIBILITIES

- 1) Meter Location: A copy of our design document may be included in your customer packet. If included, your meter location is indicated by the solid square on the design document (Form 2804). This location cannot be within 18 inches of any opening (i.e. window that opens or a door) and cannot be within 3 feet of a motor driven air intake, high efficiency furnace air intake or exhaust or any ignition source. **Please contact the Consumers Energy representative assigned to your notification immediately if any of these conditions exists.** Your fuel line will need to be installed to this location.
- 2) Meter Installation: If this is a new gas service and your meter isn't being set at the time the service pipe is installed, you will need to call for a meter set at least 24 hours before you need the meter set, by calling 1-800-477-5050, 24 hours a day.
- 3) Payment: An invoice may be included in your customer packet. If included, the deposit amount on the invoice must be paid prior to installation of your service. Additional charges may apply and will be billed/or refund issued upon completion of your service installation.
- 4) Site Conditions: The site must be within 3 inches of final grade before we can install your service. To avoid delays, clear a 12 foot wide equipment path free of building materials, brush, trees, shrubs, etc. along the proposed service route. After your service is installed, we will backfill and place excavated earth over the trench. You are responsible for final restoration of the trench and ensuring that the grading over the trench is at the required level.
- 5) Staking: To avoid damage, stake your existing underground facilities such as; well, septic system, sprinkler system, any underground wires, buried LPG tanks, piping, or other unusual buried facilities. Please make sure these stakes are apparent when we arrive to install the service. We cannot reimburse you for damage to your facilities that are not properly staked. You do not need to stake the utilities' electric, gas or communication lines.
- 6) Mobile Home: If you requested service to a mobile home, you will be required to install a 2" galvanized steel post per Consumers Energy specifications. Contact the Consumers Energy representative assigned to your notification for additional information.
- 7) Gas Usage: You must begin using gas within two years following service installation or the service will be disconnected from our system. Following that, another request for gas service requires the payment of a reconnection charge plus the charge for construction of any new service pipe.
- 8) Additional Charges: Underground services installed during the months December through April may be subject to an additional charge. Unusual site conditions may also require an additional charge. These charges will be communicated to you in advance of construction.
- 9) Joint Trenching: Discounts for installation of Consumers Energy's electric and gas service in the same trench (joint trench) are applied in calculating the gas service contribution.
- 10) Usage Rate: Customers are billed at a general service rate while the structure is under construction. If the structure is a home, then the owner of the home, upon receiving a Certificate of Occupancy, should call 1-800-477-5050 to ensure the gas and/or electric rates are changed to an appropriate rate.

Please keep these procedures in a convenient location to review as we proceed with designing your service and constructing the job.

If you have any questions regarding these requirements please direct inquiries to:

John Snyder at 734-309-5807

**NOTICE FOR NATURAL GAS AND ELECTRIC CUSTOMERS
WINTER CONSTRUCTION/PRACTICAL DIFFICULTIES CHARGES**

An **additional** construction charge of \$3.00 per foot for **all underground construction footage** will be applied to gas and electric facilities installed **starting December 15, 2022 through April 1, 2023**. To help you avoid this charge, we have included important dates and site requirements below. **Please note that Electrical inspection is a requirement for construction for Electric and Joint trench requests.**

**NATURAL GAS AND UNDERGROUND ELECTRIC SERVICE
FROM EXISTING FACILITIES**

Applications/request for service **must be received on or before November 1, 2022; the job site must be ready including inspection; and all required permits, easements (if applicable) and estimated payments must be received on or before November 22, 2022.** (Please note that the November 22, 2022, payment deadline replaces the payment due date listed at the top of your invoice.)

If you are in the early stages of construction, please make sure your basement (or foundation) is backfilled, and the service route from the building to the property line is leveled and sloped for appropriate grade. Please keep this route clear of all dirt and building materials so that our employees can work safely and efficiently.

If you're unable to meet the above dates or site conditions, you may want to consider installing conduit for your Consumers Energy natural gas and/or electric service. Conduits that are properly installed and usable will not incur the winter charges.

GAS MAIN AND UNDERGROUND PRIMARY ELECTRIC EXTENSIONS

Application/request for main and primary underground electric extension **must be made on or before October 3, 2022, and the following must be completed on or before November 1, 2022:**

1. All payments must be made in advance, including your service payment. Please note that the November 1, payment deadline replaces the payment due date listed at the top of your invoice.
2. Governmental agencies must have returned required construction permits.
3. The site must be clear and ready for construction, including the service route.
4. Consumers Energy must receive all required easements.

GAS METERS

You do **not** need to call us to request gas meter installation for single-unit buildings that require a 250 Metris meter. We will set gas meters within 5 days after the gas service has been installed.

To schedule installation of a gas meter for a multifamily building or building that requires a meter larger than a 250 Metris meter, please call us at (800) 477-5050. These installations require connecting a fuel line to our meter bracket and at least one permanent natural gas appliance. Also, we need your help to access the building. If your township requires a pressure test inspection tag, please verify this has been completed before requesting a meter set.

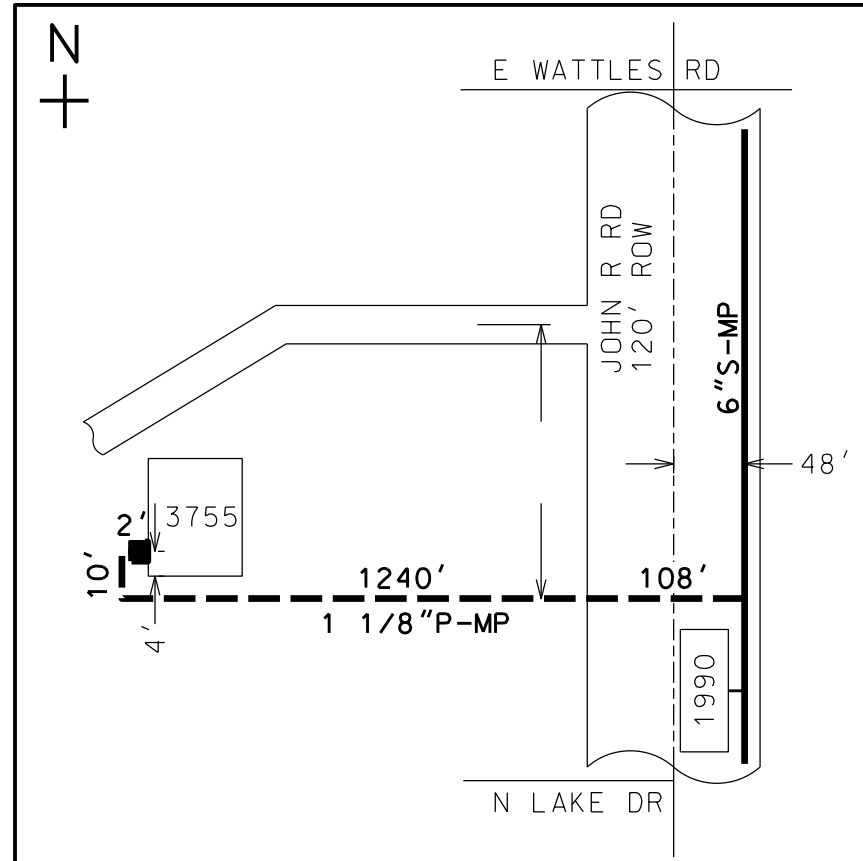
NOTE: To help us schedule your meter set when you need it and avoid delays, we suggest that you apply for your natural gas and electric service at the same time you apply for your building permit.

If you have any questions, please call your Project Coordinator or Service Technician:

John Snyder at 734-309-5807

ADDRESS		
3755 JOHN R RD, TROY (GCNC NBS)		
PROJECT TITLE		
3755 JOHN R RD		
DESIGN NUMBER	AS-BUILT NUMBER	
11482057		
CONSTRUCTION MEASURE NUMBER		
100007144081		
NOTIFICATION NUMBER		
1063850814		
ORDER TYPE	ORDER NUMBER	
GCNC		
MAINTENANCE ACTIVITY TYPE		
NBS		
METER ORDER NUMBER	METER NUMBER	
READ	METER LOCATION	
<input type="checkbox"/> SET	<input type="checkbox"/> REMOVE	<input type="checkbox"/> EXCHANGE
COUNTY		
OAKLAND		
CITY/TOWNSHIP		
TROY		
TRS	DATE	
026124	1/12/2023	

NON JOINT



CONSUMERS ENERGY CONTACTS		
DEPARTMENT	NAME	NUMBER
COORDINATOR	JOHN G SNYDER	734-309-5807
DESIGNER	JASON LOOKER	
CUSTOMER	DENNIS TRANHAM	248-524-3503

CEM Support Center

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., Lansing, MI 48906-4754

PLEASE RETURN THE CHECKED DOCUMENTS BELOW TO CONSUMERS ENERGY IN THE ENVELOPE PROVIDED	
TO EXPEDITE SERVICE, RETURN VIA EMAIL TO:	
POBoxCEServiceRequest@cmsenergy.com	
<input type="checkbox"/>	AGREEMENT FOR INSTALLATION (Please return all pages of contracts) (Form 93, Form 94 and Form 95 - 2 Page Document Each) (Form 861, Form 862 and Form 230 - 4 Page Document Each)
<input checked="" type="checkbox"/>	PAYMENT WITH INVOICE STUB (BOTTOM STUB IS REQUIRED FOR PROCESSING)
<input type="checkbox"/>	REQUEST FOR ELEVATED CUSTOMER DELIVERY PRESSURE
<input type="checkbox"/>	STANDARD LIGHTING CONTRACT (MUST BE CERTIFIED BY CLERK)
<input type="checkbox"/>	SIGNED CUSTOMER ATTACHMENT PROGRAM (CAP) CONTRACT (PLEASE ENSURE TO CHECK PAYMENT OPTION ON CONTRACT)
<input checked="" type="checkbox"/>	GO READY FORM (FORM 1250) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com
<input type="checkbox"/>	SITE READY PHOTO(S) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com
<input type="checkbox"/>	OTHER:
NOTIFICATION REFERENCE NUMBERS	
ELECTRIC SERVICE NOTIFICATION:	
GAS SERVICE NOTIFICATION:	1063850814
ELECTRIC OH DISTRIBUTION NOTIFICATION:	
ELECTRIC UG DISTRIBUTION NOTIFICATION:	
GAS MAIN NOTIFICATION:	
STREETLIGHT NOTIFICATION:	

GO-READY Checklist Natural Gas & Electric Request



Thank you for contacting Consumers Energy for your energy needs. This form is required to schedule your service installation, retirement, or alteration. Consumers Energy will contact you one to two days before our scheduled arrival. If it is deemed that any of the requirements are not met upon our arrival, Consumers Energy reserves the right to reschedule your job.

Please return completed Checklist either (1) by E-mail: poboxceservicerequest@cmsenergy.com (preferred) or (2) by Fax: 517-374-2424.

If neither option is available, you can mail a completed application to Consumers Energy Service Request, Rm. 122, 530 W Willow St, Lansing MI 48906-4754

Notification #: 1063850814

Service Address: 3755 JOHN R RD, TROY

Please check all requirements on the checklist below before returning this document. Providing accurate information upon completion when submitting your form helps assure construction execution upon crew arrival.

	YES	N/A
1. Has your payment been submitted to Consumers Energy?	<input type="checkbox"/>	<input type="checkbox"/>
2. Has your gas meter location been clearly marked, and/or your electric meter socket properly installed at the agreed upon location (service installation or alteration)?	<input type="checkbox"/>	<input type="checkbox"/>
3. Has your electric meter been inspected and approved by the local city/township inspector?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the site at rough grade?	<input type="checkbox"/>	<input type="checkbox"/>
5. Is a 12' wide path clear of debris and construction equipment?	<input type="checkbox"/>	<input type="checkbox"/>
6. Site Ready Photo (subdivision services only). Include photo with Checklist.	<input type="checkbox"/>	

Making Consumers Energy aware of any customer-owned, underground facilities present, by clearly identifying and indicating the facility location reduces the risk of damages. Locate or expose any privately owned underground facilities or buried obstructions including, but not limited to:

	YES	N/A		YES	N/A
Septic tank (Existing or future)	<input type="checkbox"/>	<input type="checkbox"/>	Underground yard lighting	<input type="checkbox"/>	<input type="checkbox"/>
Drain field (Existing or future)	<input type="checkbox"/>	<input type="checkbox"/>	Sprinkler systems	<input type="checkbox"/>	<input type="checkbox"/>
Well (Existing or future)	<input type="checkbox"/>	<input type="checkbox"/>	Electronic dog fences	<input type="checkbox"/>	<input type="checkbox"/>

Other: _____

These facilities must be marked with stakes, spray paint, or flags. Consumers Energy and/or its agents will not be held responsible for damage that occurs to customer-owned underground facilities that are not properly located and marked before service installation.

After services are installed, excavation will be backfilled. Final restoration is your responsibility.

Thank you for your partnership!

Printed Name: _____

Signature: _____

Date: _____



CITY OF TROY
500 W BIG BEAVER RD
TROY MI 48084-5254

Amount Due: \$51,621.93

Please pay by: April 07, 2023

Invoice Number	9324618723
PO Number	
PO Date	
Bill Date	03/24/23

Account: 3000 2109 2790

3755 JOHN R RD TROY - GAS UTILITY INSTALLATION - NOTIFICATION NUMBER (s): - 1063850814

NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Gas CIAC Meter Connection Fee	1.0 EA	\$200.00	\$200.00
Gas CIAC Permits (Service)	1.0 EA	\$50.00	\$50.00
Gas CIAC Service Contributions	1.0 EA	\$51,371.93	\$51,371.93
TOTAL DUE:			\$51,621.93
See Page 2 for Payment Options.			
Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan			

INVOICE QUESTIONS - Contact: John Snyder -734-309-5807

Fold, detach and mail this stub with your check made payable to Consumers Energy. Please write your account number on your check.



CONSUMERS ENERGY
CEM Support Ctr - Lansing RM 122
530 W Willow St
Lansing, MI 48906-4754

PREPAYMENT REQUEST

Account: 3000 2109 2790

Amount Due: \$51,621.93

Please pay by: April 07, 2023

Enclosed:

6 330033780490 000051621936 0000 2056 8 300021092790 H

Ways to pay your nonenergy bill:



Same-day payment
ConsumersEnergy.com
Discover® MasterCard®
Visa® or eCheck



Same-day payment
866-329-9593
Discover® MasterCard®
Visa® or eCheck



By mail
Check, money order
Consumers Energy
Payment Center
P.O. Box 740309
Cincinnati, OH 45274-0309



In person
Cash, check, card
or money order
Varies by authorized payment location
Fee may apply



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: March 30, 2023

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 Dumas, Library Director
Emily Frontera, Purchasing Manager

Subject: Budget Amendment and Standard Purchasing Resolution 4 – OMNIA Partners
Cooperative Purchasing Contract – Troy Public Library Access Control Identification
Badge Readers

History

Before the COVID pandemic began in 2020, the Troy Public Library installed six Access Control Identification Badge Readers on individual office doors and staff only areas. This helped to ensure employee and public safety while working or visiting the Library, and has improved staff morale.

Today, with staff and public safety concerns continuing to grow, the Library wishes to install 11 additional Access Control Identification Badge Readers on the remaining individual offices and staff only areas. This will further ensure the security of the staff and public in the Library building.

Purchasing

- Pricing to provide the labor, materials, and equipment for the Access Control Identification Badge Readers has been secured from *Wadsworth Solutions, of Perrysburg, OH*, through the OMNIA Partners Cooperative Purchasing Contract R220703 for an estimated amount of \$38,655 as detailed in the attached proposal JJ23-024, dated March 20, 2023.
- City Council authorized participation in the Omnia Cooperative Purchasing Program on November 14, 2022 (Resolution #2022-11-157)

Financial

Funds for this project have not been budgeted in the Library's FY2023 budget. This project will require a budget amendment of \$42,520 (proposed cost plus 10% contingency) from the Library Fund balance to the Library's Buildings and Improvements Capital Fund account 401.790.7975.900 to cover the cost.

Recommendation

City management recommends waiving the bid process and awarding a contract to *Wadsworth Solutions, of Perrysburg, OH*, for the Troy Public Library Access Control Identification Badge Readers



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

for an estimated amount of \$38,655 and a contingency amount of \$3,865 as per the OMNIA Partners Cooperative Purchasing Contract R220703, for a total project cost of \$42,520.

City Management further recommends that City Council approve a budget amendment from the Library Fund balance to the Library Capital Fund account 401.790.7975.900 in the amount of \$42,520.



WADSWORTH SOLUTIONS
Providing Solutions for Secure, Energy Efficient Environments

PROPOSAL

Troy Library Access Control – 11 Doors

March 20, 2023

Quote: JJ23-024

To: Troy Public Library
510 W Big Beaver Rd
Troy, MI 48084



Attention: Phillip Kwik & Dennis Trantham

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

Cleveland

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

Columbus

9022 Cotter Street
Lewis Center, OH 43035
(380) 390-0260

Toledo

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

Youngstown

909 Sahara Trail, Unit C
Boardman, OH 44514
(204) 201-8820

Scope of Work:

- **WS** will add **(11)** Doors to the Existing Schneider Electric Security Expert System to locations discussed during completed site visit. **WS** will install **(1)** Full DIN size 12VDC 4A, intelligent power supply module, intelligent battery charging, encrypted RS485 communication with SP-C, (1) Power cord, 2m, USA, CAN, **(11)** 13.56MHz / 125KHz Card Reader - Wall Plate Size – Black, and **(1)** ACC PWR 150W 16DRN 16LK CLS2 - w/ Network Communications.

Door Locations:

- Administration Door, Circulation Office Door, (2) Digital Services, Community Engagement, Youth Supervisor, Youth Staff, Technical Services Supervisor, IT Office, Marketing Office, and Technical Services Staff.

TOTAL AMOUNT FOR EQUIPMENT AND SERVICES LISTED ABOVE - \$38,655.00

Notable Exclusions with Terms and Conditions:

- Unless annotated on this document, prices do not include local, state, or federal taxes.
- All work to be performed during regular business hours (7:30 a.m. to 4:30 p.m.) Monday through Friday. Shift work, holidays, and weekend work all at different rates.
- All proposals and quotations are for acceptance within 30 days of the date on this document. Pricing is subject to change subsequent of the 30-day time period.
- Any services or equipment not listed in this document are not included.
- Manufacturer's warranty is applicable to equipment sold by Wadsworth Solutions.
- Warranty Labor is 30 days after completion of installation.
- That all equipment and components are in operable and maintainable order upon conception of this agreement. Any repairs required to put the system(s) back into reasonable operating condition will be the responsibility of the customer.
- Force Majeure: Wadsworth Solutions shall not be liable for any losses or damage due to acts of government, labor unrest, war conditions, terrorism, vandalism, floods, fire, storms, acts of God, strike lockout, dispute with workmen, commercial delays, spoilage, or any other cause beyond reasonable control. It is expressly agreed that Wadsworth Service assumes no liability for negligence, misuse or failure whatsoever other than performance of the services herein set forth.
- Lead Times: Currently, the Global Supply Chain is experiencing significant and unprecedented delays due to raw material shortages such as micro processing chips, precious metals, and steel. As a result, estimated product lead times and shipping dates can change without notice by associated manufacturers or brands. Our goal is to ensure delivery as promised and monitor all orders, making sure our customers' expectations are met.



Submitted By,

Jake Jacubec



JAKE JACUBEC
Security Sales Engineer

☎ 380.390.0260, Office
☎ 614.623.7528, Cell
📍 9022 Cotter Street
Lewis Center, OH 43035
🌐 www.wadsworthsolutions.com

CUSTOMER

Accepted By: _____
Date: _____
Name: _____
Title: _____

WADSWORTH SOLUTIONS

Approved By _____
Date: _____
Name: _____
Title: _____

WADSWORTH SOLUTIONS SECURITY SYSTEM WARRANTY

Security systems which are installed by Wadsworth Solutions on the premises of the ultimate user and within years after system commissioning fails because of defective workmanship, materials, design, or installation to operate at specified performance standards will be repaired or replaced without charge at the site. 3-Year Pelco Manufacture Equipment Warranty. 1-Year Wadsworth Solutions Labor Warranty. Warranty repairs will be performed under normal working hours (7:30-4:30PM EST). Projects, which require a phased start up, the warranty period will commence at the owner's beneficial use of the system or subsystems that have been commissioned. Unless otherwise stipulated in a written sales contract covering the Security devices, the phrase "specified performance standards" means that items will conform with data and specifications published by their manufacturer which are current when Wadsworth Solutions contracts to sell them. No failure of a control device or Security system shall affect any postponement of the time when payment is due under the contract whereby the same was sold by Wadsworth Solutions; No warranty service shall be provided for any control device or control system on which payment is overdue. Except for aforementioned, Wadsworth Solutions makes no warranty, either express or implied in fact or by law, with respect to any of the Security devices or control systems sold pursuant to this instrument as to the merchantability thereof, their fitness for the purpose for which they are sold, or in any other respect. The liability of Wadsworth Solutions Northwest resulting from any breach of any warranty shall be limited to Wadsworth Solutions insurance limits and to claims which are presented to Wadsworth Solutions in writing promptly upon discovery by the claimant.

Wadsworth Solutions would like to say thank you for the opportunity to work with you on this project. We appreciate and value your business. If you have any questions or concerns you may contact us directly at 419-861-8181.



500 West Big Beaver
Troy, MI 48084
troymi.gov

I-08

CITY COUNCIL AGENDA ITEM

Date: March 30, 2023

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 Dumas, Library Director
Emily Frontera, Purchasing Manager

Subject: Budget Amendment and Standard Purchasing Resolution 4 – Oakland County Cooperative Purchasing Contract – Troy Public Library Skylight Repair

History

The Troy Public Library has 74 skylights in the original, south wing of the building, and 21 skylights in the addition, north wing of the building. Recently, during major rains, the sealant and control joints on many skylights in both the north and south wings have started to leak and to fail. This has caused concern for the environment of the staff, the public, and the collection.

At this time, the Library wishes to reseal the failing skylights and control joints to improve the environment for both the public and staff, and to prevent damage to the collection.

Purchasing

- Pricing to provide the labor, materials, and equipment for the Troy Public Library Skylight Repair has been secured from *National Restoration, of Milford, MI* through the Oakland County Cooperative Purchasing Contract #006325 for an estimated amount of \$29,900 as detailed in the attached proposal dated March 20, 2023.
- City Council authorized participation in the Cooperative Purchasing Program on November 14, 2022 (Resolution #2022-11-157).

Financial

Funds for this project have not been budgeted in the Library's FY2023 budget. This project will require a budget amendment of \$32,890 (proposed cost plus 10% contingency) from the Library Fund balance to the Library's Buildings and Improvements Capital Fund account 401.790.7975.900 to cover the cost.

Recommendation

City management recommends waiving the bid process and awarding a contract to *National Restoration, of Milford, MI*, for the Troy Public Library Skylight Repair for an estimated amount of \$29,900 and a contingency amount of \$2,990 Oakland County Cooperative Purchasing Contract #006325, for a total project cost of \$32,890.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

City Management further recommends that City Council approve a budget amendment from the Library Fund balance to the Library Capital Fund account 401.790.7975.900 in the amount of \$32,890.

NATIONAL RESTORATION INC

RECIPIENT OF THE GOVERNOR'S AWARD FOR HISTORIC PRESERVATION!

2165 Fyke Dr.

It's Not Luck, Its know How!

Milford, MI 48381

Licensed Builder

248-802-8052 Fax 248-714-6323

Joshf@nationalrestoration.net

March 20, 2023

Mr. Joe Lagarde

Operations Supervisor, Facilities

City of Troy, MI

500 West Big Beaver Road

Troy, MI 48084

Cell 248-953-0652

joe.lagarde@troymi.gov

RE: Library Upper Window Sealant

Mr. Lagarde,

Per your request, we are proposing to provide, all material, labor and equipment needed to complete the following items of work.

Scope of Work:

- Mobilize
- Provide any needed barricades or protection.
- Remove window sealant at Perimeter of upper windows prep joints per manufacturer's recommendations.
- Install new backer rod and Dow corning 791 Sealant (Bronze in color) per manufacture's recommendations.
- Remove the 10 control joints above upper window prep and install new Dow Corning sealant (Natural Stone in Color).
- Remove all sealant from glass to frame we will cut it flush, Install new Dow Corning 795 (Black in color) per manufactures recommendations.
- Jobsite cleanup.
- **Cost: \$ 29,900.00**

Exclusions:

- Prevailing wages
- Premium time

We appreciate the opportunity to quote your work. If you have any questions or concerns, please contact me.

Sincerely,

Josh Fletcher, Superintendent

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, March 20, 2023, 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-Absent
- Ellen Hodorek-Absent

Excuse Absent Council Members:

Resolution #2023-03-042

Moved by Baker

Seconded by Chamberlain-Creanga

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of Council Member Hamilton and Council Member Hodorek at the Regular City Council of March 20, 2023, due to being out of the county.

Yes: Baker, Abraham, Brooks, Chamberlain-Creanga, Erickson Gault

No: None

Absent: Hamilton, Hodorek

MOTION CARRIED

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 Proclamation in Recognition of Athens High School 2022-2023 Student Council
(Presented by: Mayor Ethan Baker)

C-2 Troy Community Coalition 2023 Report (Presented by: Troy Community Coalition
Executive Director Nancy Morrison)

C-3 Pavilion Update (Presented by: Kurt Bovensiepe, Public Works Director)

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

- E-1** Public Hearing – Preliminary Site Plan Review (File Number SP2022-0027) – Proposed Estates at Eckford (One Family Residential Cluster), South Side of Eckford, West of Rochester (Parcels 88-20-15-252-028, -002, -036, -037, -004, -005), Section 15, Currently Zoned R-1C (One Family Residential) District (*Introduced by: Brent Savidant, Community Development Director*)

Due to a publication error, the Public Hearing will be noticed and scheduled for the April 10, 2023 Regular City Council Meeting.

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 – Animal Control Appeal Board, Charter Revision Committee, Historic District Commission

a) Mayoral Appointments: None

b) City Council Appointments:

Resolution #2023-03-043
Moved by Chamberlain-Creanga
Seconded by Erickson Gault

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

Animal Control Appeal Board

Appointed by Council
5 Regular Members
3 Year Term

Nominations to the Animal Control Appeal Board:

Term Expires: 9/30/2025

Tina Catron

Term currently held by: Vacancy - Patrick Carolan (NO Reappointment)

Yes: Abraham, Brooks, Chamberlain-Creanga, Erickson Gault, Baker
No: None
Absent: Hamilton, Hodorek

MOTION CARRIED

Resolution #2023-03-044
Moved by Chamberlain-Creanga
Seconded by Brooks

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

Charter Revision Committee

Appointed by Council
7 Regular Members
3 Year Term

Nominations to the Charter Revision Committee:

Term Expires: 4/30/2025

Tim Burns

Term currently held by: Vacancy – Tyler Fox resigned 1/5/2023

Term Expires: 4/30/2024

Laurie Evans

Term currently held by: Vacancy – Susan Simonte Matthews resigned 1/3/2023

Yes: Brooks, Chamberlain-Creanga, Erickson Gault, Baker, Abraham
No: None
Absent: Hamilton, Hodorek

MOTION CARRIED

Resolution #2023-03-045
Moved by Chamberlain-Creanga
Seconded by Erickson Gault

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

Historic District Commission

Appointed by Council
7 Regular Members
3 Year Term

Nominations to the Historic District Commission:

Term Expires: 3/1/2026**Barbara Chambers**

Term currently held by: Barbara Chambers – Requests Reappointment**Term Expires: 3/1/2026****Rosalyn Emerson**

Term currently held by: Susanne Forbes Dicker – No Reappointment**Term Expires: 3/1/2026****Sadek Raman**

Term currently held by: Al Petrulis – Requests Reappointment

Yes: Chamberlain-Creanga, Erickson Gault, Baker, Abraham, Brooks

No: None

Absent: Hamilton, Hodorek

MOTION CARRIED

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

I-3 Request for Closed Session

Resolution #2023-03-046

Moved by Baker

Seconded by Abraham

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

Yes: Erickson Gault, Baker, Abraham, Brooks, Chamberlain-Creanga

No: None

Absent: Hamilton, Hodorek

MOTION CARRIED

I-4 Budget Amendment and Standard Purchasing Resolution 5: Pump Replacement at the Troy Family Aquatic Center (*Introduced by: Brian Goul, Recreation Director*)

Resolution #2023-03-047

Moved by Erickson Gault

Seconded by Brooks

WHEREAS, On December 5, 2022, Troy City Council approved expending budgeted capital funds to Kennedy Industries for repairs to the eight pumps at the Troy Family Aquatic Center for an estimated cost of \$100,000; (Resolution #2022-12-184-J-4a); and,

WHEREAS, The City of Troy determines that in the best interest of City, replacement of all eight pumps is necessary;

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** expending budgeted capital funds to *Kennedy Industries of Wixom, MI*, for the replacement of the eight pumps at the Troy Family Aquatic Center for an estimated cost of \$179,990, as detailed in the attached quote, and a contingency amount of \$36,760, for a not to exceed project total of \$225,000.

BE IT FUTHER RESOLVED, That the Troy City Council hereby **APPROVES** a budget amendment to the Troy Family Aquatic Center Capital General Equipment Fund in the amount of \$125,000.

Yes: Baker, Abraham, Brooks, Chamberlain-Creanga, Erickson Gault

No: None

Absent: Hamilton, Hodorek

MOTION CARRIED

J. CONSENT AGENDA:

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

Resolution #2023-03-048-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: Abraham, Brooks, Chamberlain-Creanga, Erickson Gault, Baker

No: None

Absent: Hamilton, Hodorek

MOTION CARRIED

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

J-2 Approval of City Council Minutes

Resolution #2023-03-048-J-2

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

- a) City Council Minutes-Draft – March 13, 2023

J-3 Proposed City of Troy Proclamations:

Resolution #2023-03-048-J-3

- a) Proclamation to Celebrate Walsh College 100 Years – 1922-2022

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 9: Approval to Expend Funds for Membership Dues and Renewals Over \$10,000 – Michigan Municipal League**

Resolution #2023-03-048-J-4a

RESOLVED, Payment is **AUTHORIZED** for annual membership dues to the Michigan Municipal League, for the time period of May 1, 2023 through April 30, 2024, in the amount of \$13,856.

- b) **Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Concrete Slab Replacement for Local and Major Roads**

Resolution #2023-03-048-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract with an option to renew for two (2) additional years for all requirements of the Concrete Slab Replacement Program to the low bidder meeting specifications, *DiLisio Contracting Inc., of Clinton Township, MI*, for an estimated total cost of \$500,000 for Major Roads, \$1,100,000 for Local Roads and \$1,500,000 for Industrial Roads for fiscal year 2024, not to exceed annual budgetary limitations, at prices contained in the bid tabulation opened March 9, 2023, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; contract to expire June 30, 2026.

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

- c) **Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Printing and Distribution of Water/Sewer Bills**

Resolution #2023-03-048-J-4c

RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract to provide Laser Printing and Distribution of the City of Troy Water and Sewer Bills, with an option to renew for three (3) additional years, to the low bidder meeting specifications, *Lasercom, LLC of Troy, MI*, for an estimated total cost of \$15,895 per year, plus the actual cost of first class postage, at unit prices contained in the bid tabulation opened March 9, 2023, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; with the contract expiring April 30, 2027.

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

d) Standard Purchasing Resolution 8: Best Value Award – Audit Services

Resolution #2023-03-048-J-4d

RESOLVED, That Troy City Council hereby **AWARDS** a three-year contract to provide Audit Services for years 2023, 2024, and 2025 with an option to renew for two additional years to Yeo & Yeo of Auburn Hills, MI, the highest overall scoring firm, as a result of a Best Value process, at prices as contained in the bid tabulation opened February 23, 2023 and respective fee schedule, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; contract expiring December 31, 2027.

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

e) Standard Purchasing Resolution 4: Oakland County Extended Purchasing Contract – Community Center Exterior Envelope Repairs

Resolution #2023-03-048-J-4e

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 Community Center Exterior Envelope Repairs for an estimated amount of \$175,000 as detailed in the attached proposal per the Oakland County Extended Purchasing Contract #006325; not to exceed budgetary limitations.

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

f) Standard Purchasing Resolution 4: HGAC Buy Purchasing Cooperative – 2023 Sewer Root Treatment

Resolution #2023-03-048-J-4f

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *Duke's, 1020 Hiawatha Blvd., West | Syracuse, NY 13204* to furnish all labor, materials and equipment to provide sewer root treatment for an estimated cost of \$150,774.36 at the prices detailed in the proposal and per the HGACBuy Purchasing Cooperative Contract #SC01-21.

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

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings: None Submitted

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

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

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

N-1 No Council Referrals Submitted

O. REPORTS:

O-1 Minutes – Boards and Committees:

- a) Zoning Board of Appeals-Final – January 17, 2023
 - b) Planning Commission-Final – January 24, 2023
 - c) Civil Service Commission (Act 78)-Final – January 31, 2023
 - d) Planning Commission-Final – February 14, 2023
- Noted and Filed
-

O-2 Department Reports:

- a) Carbon Reduction Grant
- Noted and Filed
-

O-3 Letters of Appreciation: None Submitted

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):

Matthew Dargay	Delivered an update from State Representative Sharon MacDonnell
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The Meeting **RECESSED** at 8:21 PM.

The Meeting **RECONVENED** at 8:32 PM.

R. CLOSED SESSION

R-1 Closed Session

S. ADJOURNMENT:

The Meeting **ADJOURNED** at 10:27 PM.

Mayor Ethan Baker

M. Aileen Dickson, MMC, MiPMC II
City Clerk

2023 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

March 21, 2023 Special Meeting – Personnel Evaluation
April 10, 2023 Special Meeting – Budget
April 17, 2023 Special Meeting – Budget
December 2, 2023..... Special Meeting – Troy Advance

2023 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

April 10, 2023 Regular Meeting
April 17, 2023 Regular Meeting
May 8, 2023 Regular Meeting
May 22, 2023 Regular Meeting
June 12, 2023 Regular Meeting
June 26, 2023 Regular Meeting
July 10, 2023..... Regular Meeting
July 24, 2023..... Regular Meeting
August 7, 2023 Regular Meeting
August 21, 2023 Regular Meeting
September 11, 2023..... Regular Meeting
September 18, 2023..... Regular Meeting
October 2, 2023..... Regular Meeting
October 16, 2023..... Regular Meeting
November 13, 2023..... Regular Meeting
November 20, 2023..... Regular Meeting
December 4, 2023..... Regular Meeting
December 11, 2023..... Regular Meeting

A. CALL TO ORDER:

A Special Meeting of the Troy City Council was held on March 21, 2023, 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

Excuse Absent Council Members:

Resolution #2023-03-049

Moved by Baker

Seconded by Hamilton

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of Council Member Hodorek at the Special City Council of March 21, 2023, due to being out of the county.

Yes: Baker, Abraham, Brooks, Chamberlain-Creanga, Erickson Gault, Hamilton

No: None

Absent: Hodorek

C. PUBLIC COMMENT:**Vote on Resolution to Adjourn into Closed Session**

Resolution #2023-03-050

Moved by Baker

Seconded by Chamberlain-Creanga

BE IT RESOLVED, That Troy City Council **SHALL ADJOURN** into Closed Session, as permitted by MCL 15.268 (a).

Yes: Abraham, Brooks, Chamberlain-Creanga, Erickson Gault, Hamilton, Baker

No: None

Absent: Hodorek

MOTION CARRIED

The Meeting **RECESSED** at 6:05 PM.

The Meeting **RECONVENED** at 6:06 PM.

D. BUSINESS STATED IN THE SPECIAL MEETING NOTICE:

D-1 City Manager and City Attorney Personnel Evaluations

E. OTHER BUSINESS:

F. ADJOURNMENT:

The Meeting **ADJOURNED** at 9:58 PM.

Mayor Ethan Baker

M. Aileen Dickson, MMC, MiPMC II
City Clerk

2023 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

April 10, 2023.....Special Meeting – Budget
April 17, 2023.....Special Meeting – Budget
December 2, 2023Special Meeting – Troy Advance

2023 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

April 10, 2023.....Regular Meeting
April 17, 2023.....Regular Meeting
May 8, 2023Regular Meeting
May 22, 2023Regular Meeting
June 12, 2023Regular Meeting
June 26, 2023Regular Meeting
July 10, 2023.....Regular Meeting
July 24, 2023.....Regular Meeting
August 7, 2023.....Regular Meeting
August 21, 2023.....Regular Meeting
September 11, 2023Regular Meeting
September 18, 2023Regular Meeting
October 2, 2023Regular Meeting
October 16, 2023Regular Meeting
November 13, 2023Regular Meeting
November 20, 2023Regular Meeting
December 4, 2023Regular Meeting
December 11, 2023Regular Meeting



CITY COUNCIL AGENDA ITEM

Date: April 4, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Emily Dumas, Library Director
Phillip Kwik, Assistant Library Director
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 8 – Best Value Award – Troy Public Library Strategic Planning Consultant

History

In November 2020, Troy voters passed a 10-year, 1.1 mil per year dedicated tax for the Troy Public Library. This millage will generate an estimated \$70 million over its lifetime.

In order to ensure that the funds generated by the millage provide the services, programs, resources, and facilities expected by the Troy community, the Library staff wishes to hire a consultant to help develop a five-year Strategic Plan.

This Plan would focus Library priorities to anticipate and respond to the needs and expectations of Troy residents. It would provide an up-to-date community profile; peer comparisons to other libraries; an assessment of the Library’s strengths and weaknesses, reputation, management, and funding; guidance on the development of an annual operating plan for the future; and a process for review, evaluation, and adjustments to the Plan, resulting from changes in the economic, demographic or political environment.

The Library staff will use the planning process to engage with a broad range of community members – through surveys, focus groups, and stakeholder interviews – to gather input regarding the current and future expectations for the Troy Public Library.

Purchasing

- February 1, 2023 a Request for Proposal was issued and posted on Bidnet Direct/MITN website; www.bidnetdirect.com/city-of-troy-mi.
- Four hundred eighty-eight (488) firms were notified of this bid opportunity.
- February 23, 2023, a bid opening was conducted and Proposals were received as required by City Charter and Code for Library Strategic Planning Consultant Services. The names only of firms submitting a proposal were publicly read aloud. Below is a summary of potential firms.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Purchasing (continued)

Companies notified via MITN	488
Troy Companies notified via MITN	13
Troy Companies - Active email Notification	13
Troy Companies - Active Free	0
Companies that viewed the bid	54
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.

- Five (5) Proposal responses were received:
 - Baton Global Des Moines, IA
 - The Leadership Group Walled Lake, MI
 - ReThinking Libraries Carmel, IN
 - Maner Costerisan Lansing, MI
 - Crane + Grey La Porte, IN
- Qualifying conditions of the firms were:
 - Compliance with qualifications criteria
 - Completeness of the proposal
 - Financial strength of the organization
 - Correlation of the proposals submitted to the needs of the City of Troy
 - Positive references specifically relating to library consulting
 - Work Plan and Project Approach
 - Cost
- Scoring criteria was as follows:
 - 40% Proposal Score
 - 40% Price Score
 - 20% Interview
- Two (2) Committee Members reviewed and evaluated the proposals. The Committee Members were as follows:
 - Emily Dumas, Library Director
 - Phillip Kwik, Assistant Library Director
- Based on the Firms qualifying conditions and scores for proposal and price; the top three (3) Companies were interviewed by the Selection Committee Wednesday, March 29 and Thursday, March 30, 2023:
 - Baton Global
 - The Leadership Group
 - ReThinking Libraries



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

Purchasing (continued)

- The best value approach leading to the award recommendation is based upon the vendor offering the best combination of factors. The Selection Committee independently evaluated proposals using a weighted criterion, scripted interview questions and pricing. After completing the evaluation process *ReThinking Libraries* received the highest weighted score rating. Accordingly, it is the unanimous recommendation of the Committee to award the library strategic planning consultant contract to *ReThinking Libraries of Carmel, IN*.
- ReThinking Libraries is a national library consulting firm whose primary focus is Library Strategic Planning.
- ReThinking Libraries team has over 18 years' experience providing strategic planning and library consulting services utilizing basic to advanced cutting-edge approaches. They provide a variety of strategic planning methodologies, approaches and styles to meet the needs of the communities, or organizations they are servicing.
- Since 2014, ReThinking Libraries team members have worked with over 100 different library organizations, conducted over 1000 community engagements and conducted over 100 online surveys.
- ReThinking Libraries has received positive references from various public libraries throughout Michigan.

Financial

Funds are budgeted and available in the Library's operating budgets for the 2023 fiscal year. Expenditures will be charged to account number 271.790.7816.010.

Recommendation

City Management recommends awarding a contract to *ReThinking Libraries, of Carmel, IN*, as a result of a best value process, to provide Strategic Planning Consultant Services for the Troy Public Library for an estimated amount of \$28,000 and a contingency amount of \$2,800, at prices contained in the attached bid tabulation dated February 23, 2023, for an estimated total cost of \$30,800.

CITY OF TROY
BID TABULATION
LIBRARY STRATEGIC PLANNING CONSULTANT

VENDOR NAME:	Baton Global	Crane + Grey	Maner Costerisan	ReThinking Libraries	The Leadership Group LLC
CITY:	Des Moines, IA	LaPorte, IN	Lansing, MI	Carmel, IN	Walled Lake, MI

PROPOSAL: Strategic planning consulting services to help City administration, library staff, and the community create a common set of goals for the library's future.

COST PROPOSAL: TROY PUBLIC LIBRARY STRATEGIC PLANNING SERVICES

Estimated Number of Hours	255	320	180	150	91
Estimated Total Consulting Costs	\$17,402	\$40,050	\$39,000	\$13,000	\$20,000
Estimated Total Data Analysis Costs	\$6,568	\$29,500	\$10,000	\$10,000	\$5,000
Reimbursables (Items such as travel, clerical, copy and miscellaneous charges)	\$4,480	\$450	\$1,000	\$5,000	\$0
GRAND TOTAL NOT TO EXCEED - which must include all reimbursable expenses:	\$28,450.00	\$70,000.00	\$50,000.00	\$28,000.00	\$25,000.00

			Travel mile rate \$0.655/mile		
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SCHEDULE OF VALUES: A Schedule of Values of hourly rates for personnel that will be involved in the project and reimbursables should be included below. These rates will be used to determine costs for any additional services required as a result of a change to the Scope of Work.

RATE PER JOB CLASSIFICATION:					
Facilitator	\$160/hour	\$225/hour	\$275-380/hour	\$160/hour	\$275/hour
Sr. Consultant	\$90/hour			\$150/hour	
Researcher	\$80/hour				
Supporting team consultants			\$240/hour		
Translator/multi-lingual facilitator				\$120/hour	
Notetaker				\$100/hour	

POTENTIAL ADDITIONAL SERVICES:					
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REQUEST FOR PROPOSAL CONTENT:					
A. Required Experience Y or N	Y	Y	Y	Y	Y
B. References Y or N	Y	Y	Y	Y	Y
C. Qualifications of Personnel Y or N	Y	Y	Y	Y	Y
D. Work Plan Y or N	Y	Y	Y	Y	Y
E. Organizational Questionnaire Y or N	Y	Y	Y	Y	Y
INSURANCE CAN BE MET: Y or N	Y	Y	Y	Y	
INDEMNIFICATION FORM: Y or N	Y	Y	Y	Y	Y
PAYMENT TERMS: Y or N	Net 30	N 30Modu	Not specified	Net 30	Net 15
WARRANTY:	1 Year	Not specified	Not specified	N/A	Not specified
EXCEPTIONS: Y or N	None	None	None	None	None
ACKNOWLEDGEMENT: Y or N	Y	Y	Y	Y	Y
COST PROPOSAL: Y or N	Y	Y	Y	Y	Y
SIGNED ADDENDUMS 1 & 2 Y or N	Y	N	Y	Y	N
FORMS: Y or N	Non-Collusion not signed	Non-Collusion not signed	Y	Y	Y

ATTEST:
(*Bid Opening conducted via a Zoom Meeting)
Emily Dumas
Phil Kwik
Andrew Chambliss
Beth Zaccardelli

Emily Frontera
Purchasing Manager



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: April 4, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Dee Ann Irby, Controller
Kurt Bovensiepe, Public Works Director
Zach Haapala, Streets & Drains Project Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Aggregates

History

- Aggregate material is used by the Department of Public Works to maintain City infrastructure including 402 miles of Sewer Mains, 550 miles of Storm Drains, 547 miles of Water Mains and 346 miles of Roads.
- These systems require specific materials to meet different compaction ratings.
- The type of project or maintenance will dictate what type of aggregate is required.
- Aggregates are purchased on an as needed basis throughout the year to meet these demands and to replenish an inventory located at the Public Works yard.
- The current contract expires April 30, 2023.

Purchasing

- On March 23, 2023, a bid opening was conducted as required by City Charter/Code for one (1) year requirements of Aggregates with an option to renew for one (1) additional year.
- The bid was posted on the MITN Purchasing Group website www.bidnetdirect.com/mitn/city-of-troy-mi.
- One hundred twenty-one (121) vendors were notified via the MITN website.
- Seven (4) bid responses were received.
- Below is a detailed summary of potential vendors for the bid opportunity:

Companies notified via MITN	121	<p>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.</p> <p>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.</p> <p>Active MITN non-paying members are responsible to monitor and check the MITN website for opportunities to do business with the City.</p> <p>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.</p>
Troy Companies notified via MITN	3	
Troy Companies notified - Active email Notification	3	
Troy Companies - Active Free	0	
Companies that viewed the bid	19	
Troy Companies that viewed the bid	1	



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Troy, MI 48084
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CITY COUNCIL AGENDA ITEM

Purchasing Continued

- Based upon the bid responses and as per the attached bid tabulation; it is in the City's best interest to award the low bid pricing for line items 2 – 9 of Proposal A to the low bidder meeting specifications; *Bedrock Express, LTD of Ortonville, MI*.

Proposal A: Bedrock Express, LTD Low Bid Line Item Pricing

Item	Est Qty per Ton	Price per Ton	Est Total Cost
2.) 22A GRAVEL	700	\$18.49	\$12,943.00
3.) PEA GRAVEL	300	\$22.95	\$6,885.00
4.) 60/40 GRAVEL	100	\$22.95	\$2,295.00
5.) CLASS II FILL SAND	2,500	\$9.95	\$24,875.00
6.) CRUSHED CONCRETE, 1" – 3"	100	\$17.95	\$1,795.00
7.) 21AA LIMESTONE	1,000	\$21.49	\$21,490.00
8.) 2NS SAND	200	\$17.95	\$3,590.00
9.) MASON SAND	100	\$17.95	\$1,795.00
ESTIMATED TOTAL PROPOSAL A:			\$75,668.00

- Proposal B, in the best interest of the City, will be rebid in April due to no bid or lower than expected responses. Contracts will not be awarded as per the following bid language which states:

The City Reserves the right to reject any and all bids, to waive any informality in the bid proposal received, and to accept any bid proposal or par thereof, which shall deem to be most favorable to the interests of the City.

Financial

Funds are budgeted and available through the Public Works operating budgets for the Streets, Parks and Water Divisions for the 2023 and 2024 Fiscal Years.

Recommendation

City Management recommends awarding a one (1) year contract to provide Aggregates with an option to renew for one (1) additional year to the low bidder meeting specifications *Bedrock Express, LTD of Ortonville, MI* for Proposal A, Items 2-9. Proposal A item 1 6a Slag, received no bids and will be purchased on an as needed basis utilizing the informal bid process. All items will be awarded per the unit prices listed in the bid tabulation opened March 23, 2023; to be ordered on an as needed basis, contract expiring April 30, 2025.

Opening Date - 03/23/2023
Reviewed Date - 03/23/2023

CITY OF TROY
BID TABULATION
AGGREGATES

ITB-COT 23-13
Page 1 of 1

VENDOR NAME:	Bedrock Express LTD.	Maloney Trucking	Osburn Industries, Inc.	Tri-City Aggregates, Inc.
CITY:	Ortonville, MI	Troy, MI	Taylor, MI	Holly, MI

PROPOSAL: One-Year Requirements of Aggregates with an Option to Renew for one (1) additional year.

Proposal A: GENERAL DPW AGGREGATES												
Item	Est. Qty. (Tons)	Description	Price/ Ton	Extension Price	Price/ Ton	Extension Price	Price/ Ton	Extension Price	Price/ Ton	Extension Price		
1.	350	6A SLAG	No Bid		No Bid		No Bid		No Bid			
2.	700	22A GRAVEL	\$18.49	\$12,943.00	\$20.00	\$14,000.00	\$22.00	\$15,400.00				
3.	300	PEA GRAVEL	\$22.95	\$6,885.00	\$30.00	\$9,000.00	\$25.00	\$7,500.00				
4.	100	60/40 GRAVEL	\$22.95	\$2,295.00	\$32.60	\$3,260.00	\$28.00	\$2,800.00				
5.	2,500	CLASS II FILL SAND	\$9.95	\$24,875.00	\$15.00	\$37,500.00	\$12.50	\$31,250.00	\$11.00	\$27,500.00		
6.	100	CRUSHED CONCRETE, 1" - 3"	\$17.95	\$1,795.00	No Bid		\$21.50	\$2,150.00	No Bid			
7.	1,000	21AA LIMESTONE	\$21.49	\$21,490.00			\$22.00	\$22,000.00				
8.	200	2NS SAND	\$17.95	\$3,590.00	\$22.00	\$4,400.00	\$20.50	\$4,100.00				
9.	100	MASON SAND	\$17.95	\$1,795.00	\$22.00	\$2,200.00	\$19.00	\$1,900.00				
ESTIMATED TOTAL PROPOSAL A:			\$75,668.00		\$70,360.00		\$87,100.00		\$27,500.00			
Proposal B: ATHLETIC FIELD MATERIALS												
Item	Est. Qty. (Tons)	Description	Price/ Ton	Extension Price	Price/ Ton	Extension Price	Price/ Ton	Extension Price	Price/ Ton	Extension Price		
1.	100	30A BALL DIAMOND SLAG	No Bid		No Bid		No Bid		No Bid			
2.	100	ATHLETIC MEAL					\$38.00	\$3,800.00				
3.	100	INFIELD MIX					No Bid					
4.	100	CLAY TRACKER SURFACER CTS-20										
5.	100	CRUSHER DUST										
ESTIMATED TOTAL PROPOSAL B:							\$3,800.00					
ESTIMATED GRAND TOTAL:			\$75,668.00		\$70,360.00		\$90,900.00		\$27,500.00			

Minimum Order Requirements:	50 ton	As Needed	Approx. 50 tons		50 ton
# of Hours Within Request:	48		48 hours		48 hours
Contact Information:					
Hrs. of Operation	M-Sat 7AM-3PM	5:00 - 7:00	8-5		6AM-4PM
24 Hr. Emergency Phone No.	810-217-6324	248-379-6565	313-363-0077		248-634-8276
References:	Y or N	Y	Y	Y	Y
Insurance Met:	Y or N	Y	Y	Y	Y
Payment Terms:	Net 30	30 net	Net 30		30 days
Warranty:	None Implied	Not Specified	Not Specified		Not Specified
Delivery Time:	48 hours or as needed	As Needed	48 hours		48 hours
Exceptions:	None	None	None		None
Acknowledgement:	Y or N	Y	Y	Y	Y
All or None Award:	Y or N	N	N	N	N
Forms:	Y or N	Y	Y	Y	Y

Low Bidder Meeting Specifications

ATTEST:

(*Bid Opening conducted via a Zoom Meeting)

Dennis Trantham

Zach Haapala

Heather Chomiak

Andrew Chambliss

Emily Frontera

Purchasing Manager



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

Date: April 4, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Dee Ann Irby, Controller
Kurt Bovensiepe, Public Works Director
Zach Haapala, Streets & Drains Project Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications - Hauling and Disposal of Dirt and Debris

History

- The work includes the hauling and disposal of broken concrete and asphalt, fill dirt excavated from water and sewer repairs, and catch basin sludge and street sweepings.
- In many cases, the excavated material in these instances must be disposed of in a particular manner, outside of the scope of areas the City has readily available access to.
- The Hauling and Disposal of Dirt and Debris will be purchased on an as needed basis throughout the year to meet the urgent demands of the required operational maintenance and repairs for the Department of Public Works.
- The current contract expires April 30, 2023.

Purchasing

- On March 23, 2023, a bid opening was conducted as required by City Charter/Code for one (1) year requirements of Hauling and Disposal of Dirt and Debris with an option to renew for one (1) additional year.
- The bid was posted on the MITN Purchasing Group website www.bidnetdirect.com//city-of-troy-mi.
- Two hundred and fifteen (215) vendors were notified via the MITN website.
- Four (4) bid responses were received. Below is a detailed summary of potential vendors for the bid opportunity:

Companies notified via MITN	215
Troy Companies notified via MITN	4
Troy Companies notified - Active email Notification	4
Troy Companies - Active Free	0
Companies that viewed the bid	31
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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CITY COUNCIL AGENDA ITEM

Purchasing Continued

- Based upon the bid responses and as per the attached bid tabulation; it is in the City's best interest to award all line items to low bidder meeting specifications; *Bedrock Express, LTD of Ortonville, MI*. The award is contingent upon contractors' submission of proper insurance certificates, and all other specified requirements.

Financial

Funds are budgeted and available through the Public Works operating budgets for the Streets and Water Divisions for the 2023 and 2024 fiscal years.

Recommendation

City Management recommends awarding a one (1) year contract to provide Hauling and Disposal of Dirt and Debris with the option to renew for one (1) additional year to the low bidder meeting specifications, *Bedrock Express, LTD of Ortonville, MI* for Items 1 – 4. All items will be awarded per the unit prices contained in the bid tabulation opened March 23, 2023; contract expiring April 30, 2025. The award is contingent upon the contractors' submission of properly executed bid documents including insurance certificates, and all other specified requirements.

CITY OF TROY
BID TABULATION
HAULING/DISPOSAL OF DIRT AND DEBRIS

VENDOR NAME:	Bedrock Express LTD	Maloney Trucking	Ahern Contracting, Inc.	Jackies Transport
CITY:	Ortonville, MI	Troy, MI	Chesterfield, MI	Northville, MI

PROPOSAL: One (1) year requirements of Hauling and Disposal of Dirt and Debris with an option to renew for one (1) additional year.

ITEM #	EST QTY (TONS)	DESCRIPTION	PRICE/ TON	EXTENSION PRICE	PRICE/ TON	EXTENSION PRICE	PRICE/ TON	EXTENSION PRICE	PRICE/ TON	EXTENSION PRICE
1	3,000	Broken concrete with and without wire, possibly mixed with fill dirt.	\$7.95	\$23,850.00	\$9.50	\$28,500.00	\$10.90	\$32,700.00	\$11.99	\$35,970.00
2	5,000	Broken asphalt possibly mixed with fill dirt.	\$7.95	\$39,750.00	\$9.50	\$47,500.00	\$13.00	\$65,000.00	\$11.99	\$59,950.00
3	7,000	Fill Dirt, material excavated from water and sewer repairs as well as ditching operations. Material may include culverts, excessively large stumps, logs, and wood materials that contain un-segregatable impurities such as cement, dirt and metal.	\$10.25	\$71,750.00	\$11.00	\$77,000.00	\$13.90	\$97,300.00	\$14.99	\$104,930.00
4	1,500	Catch basin sludge and street sweepings.	\$24.90	\$37,350.00	No Bid		\$32.00	\$48,000.00	\$31.99	\$47,985.00
ESTIMATED TOTAL:			\$172,700.00		\$153,000.00		\$243,000.00		\$248,835.00	

Can Meet Disposal Schedule:	Y or N	Y	Y	Y	Y
Contact Information:					
Hrs of Operations:		M-S 7AM-4PM	5AM-6PM	8:00-6:00	7-5 M-F
24 Hour Phone #:		810-217-6324	248-379-6565	810-343-0403	248-344-0047
Tax ID:		38-2691219	38-3348871	38-3490735	38-3046166
Site Visit Date:		N	Y - 3/1/2023	Y	N
Disposal Site:		Oakland Hts Landfill Development Inc, Auburn Hills MI	Not Specified	Pine Tree Acres Landfill	GFL Arbor Hills, Northville
Approved Site:	Y or N	Y		Y	Y
EPA Permit #:		470494		398972	475946
References:	Y or N	Y	Y	Y	Y
Insurance Met:	Y or N	Y	Y	Not Specified	Y
Payment Terms:		Not Specified	Net 30	Net 30	Net 30
Warranty:		None Implied	Not Specified	N/A	N/A
Delivery Time:		within 48 hours	As needed	24 hours	2 day notice
Exceptions:	Y or N	None	None	None	None
All or None Award:	Y or N	N	N	N	N
Acknowledgement:	Y or N	Y	Y	Y	Y
Addendum 1 signed:	Y or N	N	Y	N	Y
Equipment List Provided:	Y or N	Y	Y	Y	Y
Forms:	Y or N	Y	Y	Y	Y

Low Bidder Meeting Specifications

(*Bid Opening conducted via a Zoom Meeting)

ATTEST:

Dennis Trantham

Zach Haapala

Heather – Clerk's

Andrew Chambliss

Emily Frontera

Purchasing Manager



CITY COUNCIL AGENDA ITEM

Date: March 31, 2023

To: Mark F. Miller, City Manager

From: Robert Bruner, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Kurt Bovensiepe, Public Works Director
G. Scott Finlay, City Engineer

Subject: Standard Purchasing Resolution #1: Award to Low Bidder
Contract 23-01 – 2023 Water Main Improvements

History

This project consists of closing gaps in the City water main system at 2 locations in order to improve fire flows and to provide needed redundancy. Also, abandoning an existing 8" diameter water main and transferring all service connections to the adjacent 16" diameter water main in order to eliminate a water main that has a history of water main breaks. In addition, partial pavement reconstruction will also be required. The work is anticipated to start in June and be completed by December.

Purchasing

Bids were received and publicly read on March 29, 2023. The low bid of \$666,539.50 was submitted by Superior Excavating, Inc., 2240 Auburn Rd, Auburn Hills, MI 48326 as shown on the attached bid tab.

Work was competitively bid and publicly opened with two (2) bidders responding. The award is contingent upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements.

Financial

Funds for this work are included in the 2023 Water Fund. The budgeted amount includes funds for construction, inspection, testing and contingencies.

Recommendation

It is recommended that City Council award the 2023 Water Main Improvements contract to Superior Excavating, Inc., 2240 Auburn Rd, Auburn Hills, MI 48326, for their low bid of \$666,539.50.

In addition, we are requesting authorization to approve additional work, if needed, not to exceed 20% of the original project cost due to unknown conflicts with existing underground utilities and underground conditions that may arise during construction.

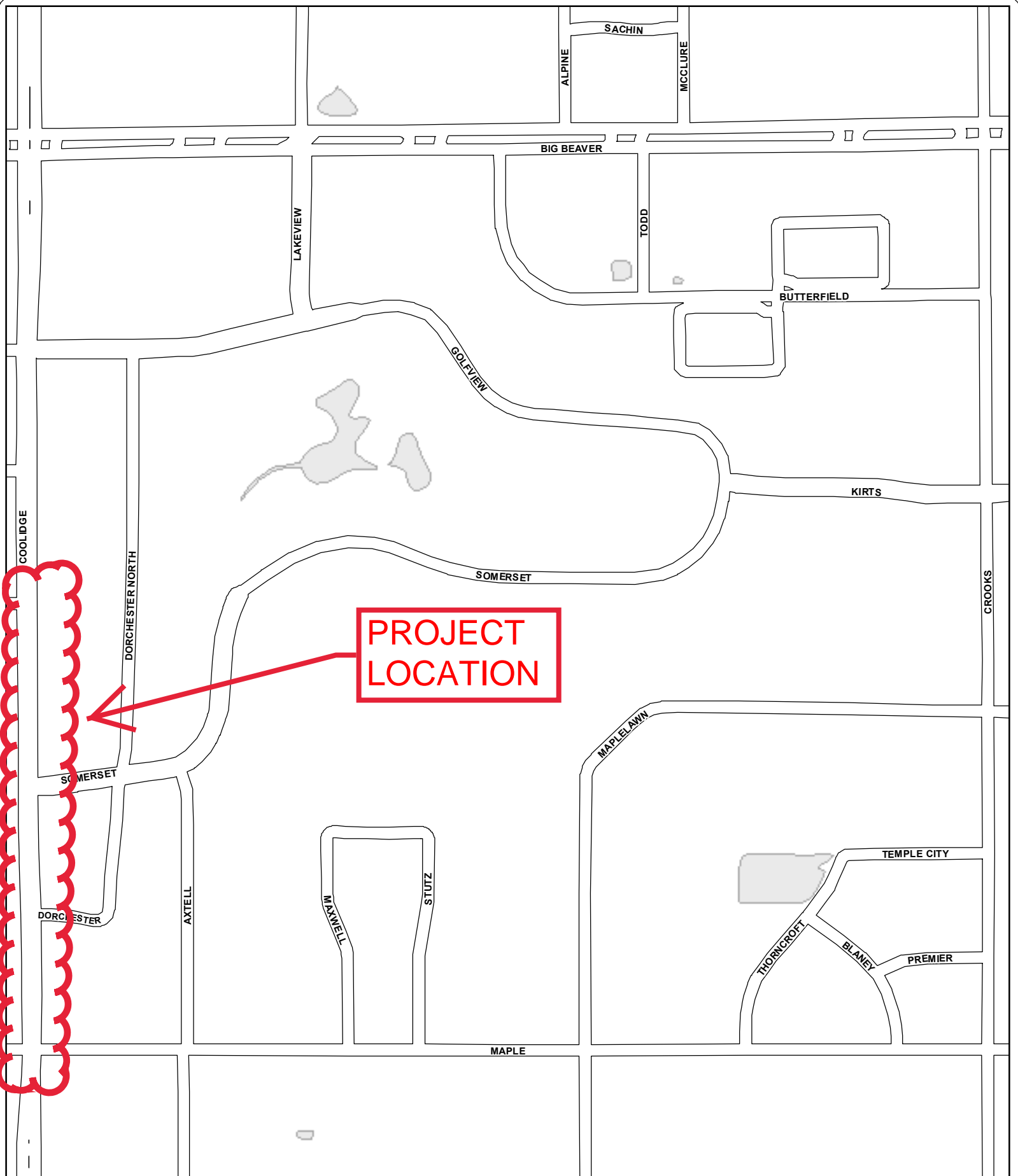
A copy of the bid tab and recommendation shall be attached to the original Minutes of this meeting.

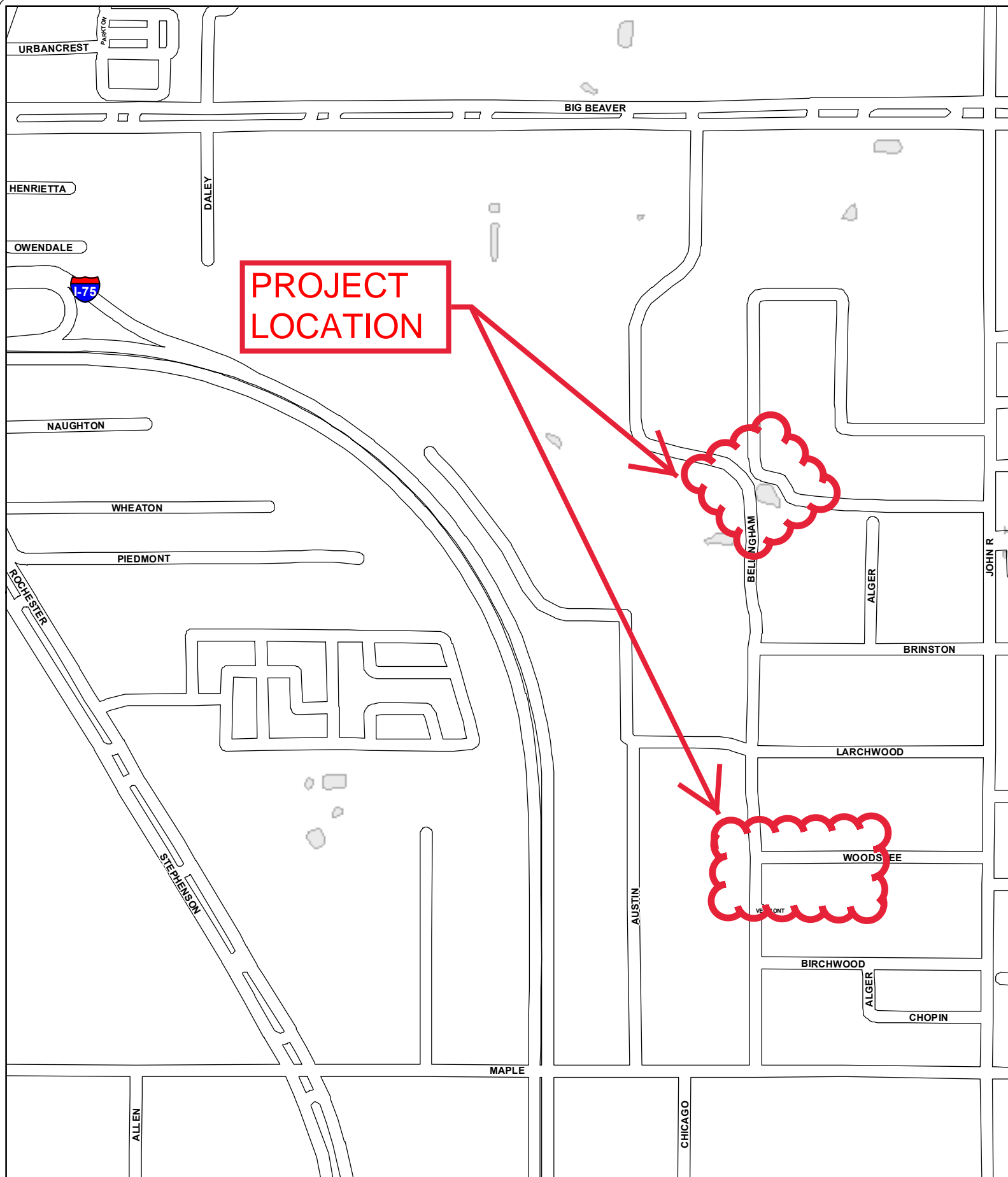
BID TABULATION
CONTRACT 23-01
2023 WATER MAIN IMPROVEMENTS
City of Troy
Oakland County, Michigan

Bids Due: March 29, 2023
Project Nos. 22.502.5
22.503.5

Total Bid Amount

1	Superior Excavating, Inc.	\$	666,539.50
2	V.I.L. Construction, Inc.	\$	860,501.00







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J-04e

CITY COUNCIL AGENDA ITEM

Date: April 3, 2023

To: Honorable Mayor and City Council Members

From: Mark F. Miller, City Manager
Robert J. Bruner, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Beth Tashnick, Office Manager

Subject: Standard Purchasing Resolution 10: Travel Authorization and Approval to Expend Funds for Troy City Council Member Travel – 2023 US Conference of Mayors 91st Annual Meeting

History

In advance of conferences and workshops city council members have expressed interest, management prepares a standard purchasing resolution that will authorize the travel expenses that may be incurred.

Purchasing

Administrative memo 1-PU-9 "Travel Authorization and Approval to Expend Funds for Troy City Council Members' Travel Requests – Standard Purchasing Resolution 10" requires approval by resolution of travel by council members.

Financial

Registration for this event is \$1,500 (early bird discount) plus any additional activities selected. Airfare or mileage, car rental, lodging and food are additional expenses that may be incurred. Funds are available in the 2022/23 City Council Budget.

Recommendation

It is recommended that City Council authorize and approve the expenditure of funds on travel expenses for Council Members who wish to attendance this event.



THE UNITED STATES
CONFERENCE OF MAYORS

[Summary](#) [Resolutions](#) [Key Information](#) **Fees**

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THE UNITED STATES CONFERENCE OF MAYORS

91st Annual Meeting

June 2, 2023 - June 5, 2023

Fees

Below is all of the pricing information for the event.

Admission Items

Event Registration

Member Mayor

\$1,500.00

Changes to **\$2,000.00** after Friday, May 5, 2023

[Refund policy](#)

City Representative

\$1,500.00

Changes to **\$2,000.00** after Friday, May 5, 2023

[Refund policy](#)

Spouse-Partner

\$500.00

[Refund policy](#)



THE UNITED STATES
CONFERENCE OF MAYORS

Summary Resolutions Key Information Fees

Register Now

THE UNITED STATES CONFERENCE OF MAYORS

91st Annual Meeting

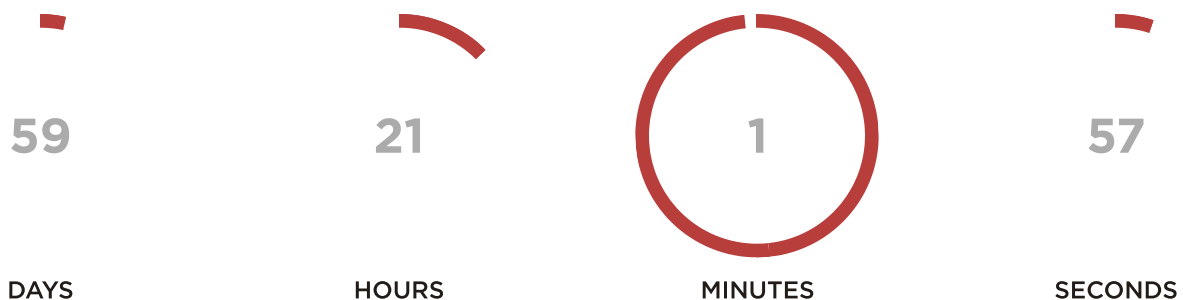
June 2, 2023 - June 5, 2023

About The Meeting

The 91st Annual Meeting of the United States Conference of Mayors will take place June 2-5 in Columbus, Ohio. It will be presided over by Miami Mayor Francis Suarez and is hosted by Columbus Mayor Andrew Ginther.



Countdown to the Event



Register Now

[Already registered?](#)

Contact Us



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Troy, MI 48084
troymi.gov

J-05

CITY COUNCIL AGENDA ITEM

Date: March 16, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Frank Nastasi, Chief of Police
Tom Gordon, Police Captain
Nate Gobler, Police Lieutenant

Subject: Sub-recipient Agreement between Oakland County and City of Troy for 2023 High Intensity Drug Trafficking Area (HIDTA) Grant.

History

- The Oakland County Narcotic Enforcement Team (NET) is a multi-jurisdictional drug enforcement task force charged with the responsibility of investigating drug trafficking within Oakland County and Southeastern Michigan. The purpose of the task force is to detect and apprehend persons who violate narcotic and drug laws.
- The Troy Police Department provides a full-time investigator for participation in NET.
- Oakland County has entered into a Grant agreement with the Michigan HIDTA whereby NET investigators are eligible to receive reimbursement for qualifying NET-related costs, including overtime costs.
- A resolution by the City Council exercising approval of the attached 2023 HIDTA Grant Subrecipient Agreement between Oakland County and City of Troy is required for purposes of receiving reimbursement of qualifying overtime.

Financial

There is no anticipated negative financial impact on the city

Recommendation

City management recommends approval of the 2023 HIDTA Grant Sub-recipient Agreement between Oakland County and City of Troy.

Legal Review

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

**PROGRAM YEAR 2023
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
SUBRECIPIENT AGREEMENT BETWEEN
THE COUNTY OF OAKLAND AND CITY OF TROY
Data Universal Numbering System (DUNS) #: 076356302**

This Agreement is made between Oakland County, a Constitutional Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County") and City of Troy, 500 W. Big Beaver Rd., Troy, MI 48084, a Michigan Municipal Corporation ("Municipality"). The County and Municipality shall be collectively referred to as the "Parties."

PURPOSE OF AGREEMENT.

The Parties enter into this Agreement for the purpose of delineating their relationship and responsibilities regarding the County's use of Grant funds (defined below) to reimburse the Municipality for overtime expenses that it incurred related to its participation in the Oakland County Narcotic Enforcement Team ("N.E.T."), a multijurisdictional drug enforcement task force under the direction and supervision of the Oakland County Sheriff's Office ("OCSO").

Under the Parties' separate N.E.T. agreement, the Municipality is responsible for providing a full-time employee for participation in N.E.T. and for all costs associated with that employment, including overtime.

The County, as the legal entity that administers N.E.T., submitted an Initiative Description and Budget Proposal (Exhibit A) to the Executive Board for Michigan HIDTA requesting the United States Office of National Drug Control Policy ("ONDCP") to grant N.E.T. an award for program year (PY) 2023 to reimburse N.E.T. participating agencies for eligible law enforcement officer overtime. PY 2023 begins January 1, 2023 and ends December 31, 2023.

If ONDCP grants N.E.T. an award for PY 2023, the ONDCP disburses the HIDTA grant funds to the Michigan State Police ("MSP"). To receive the Grant funds for overtime costs, N.E.T. must submit requests for reimbursement with the required supporting documentation to Michigan HIDTA. If Michigan HIDTA approves the N.E.T. overtime reimbursement requests, the MSP should distribute the Grant funds to County on behalf of N.E.T. The County has the authority to allocate a portion of the Grant funds to reimburse the Municipality for qualifying overtime costs subject to the terms and conditions of this Agreement.

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

- 1. DEFINITIONS.** The following terms, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.

- 1.1. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by, or asserted against the County or Municipality, or the County's or Municipality's agents or employees, whether such claim is brought in law or equity, tort, contract, or otherwise.
- 1.2. **Grant funds** mean the funds that may be awarded to the County and the other participating agencies in N.E.T. pursuant to Michigan HIDTA Initiative Description and Budget Proposal Version 2023 (Exhibit A) submitted to Michigan HIDTA by County on behalf of itself and the other participating agencies in N.E.T.

2. EXHIBITS. The Exhibits listed below are incorporated and are part of this Agreement.

- 2.1. **Exhibit A** – Michigan HIDTA Initiative Description and Budget Proposal Version 2023.
- 2.2. **Exhibit B** - Template Request for HIDTA Overtime Reimbursement (Locals to County).
- 2.3. **Exhibit C** – Sample letter regarding notification of current overtime pay rate.
- 2.4. **Exhibit D** – Sample overtime slip, signed by the officer's supervisor that supports each Request for HIDTA Overtime Reimbursement.
- 2.5. **Exhibit E** – Sample paystub or payroll report that supports each Request for HIDTA Overtime Reimbursement.

3. FEDERAL AWARD PROJECT DESCRIPTION.

- 3.1. Catalog of Federal Domestic Assistance ("CFDA") #: 95.001
- 3.2. Federal Awarding Agency: United States Office of National Drug Control Policy ("ONDCP")
- 3.3. Program: High Intensity Drug Trafficking Areas (HIDTA)
 - 3.3.1. HIDTA Objective: To reduce drug trafficking and drug production in the United States by: (A) facilitating cooperation among Federal, State, local, and tribal law enforcement agencies to share information and implement coordinated enforcement activities; (B) enhancing law enforcement intelligence sharing among Federal, State, local, and tribal law enforcement agencies; (C) providing reliable law enforcement intelligence to law enforcement agencies needed to design effective enforcement strategies and operations; and (D) supporting coordinated law enforcement strategies which maximize use of available resources to reduce the supply of illegal drugs in designated areas and in the United States as a whole.
- 3.4. Period of Performance: January 1, 2023 through December 31, 2023.

2023 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT
SUBRECIPIENT AGREEMENT BETWEEN
OAKLAND COUNTY
AND
CITY OF TROY

- 3.5. The Federal Award Identification Number (FAIN) is provided in the HIDTA Grant Agreement between ONDCP and MSP, which is incorporated into this Agreement by reference.

4. USE OF HIDTA FUNDS.

- 4.1. The total amount of the federal award for overtime costs committed to the Municipality and obligated by this action by the County to the Municipality is not to exceed **\$5,700.00** for each participating law enforcement officer unless otherwise provided herein. That amount is based on the number of N.E.T participating agencies and eligible law enforcement officers at the time this Agreement was executed by both Parties. If the number of N.E.T participating agencies and/or eligible law enforcement officers changes during the term of this Agreement, the total amount of the federal award for overtime costs committed to the Municipality and obligated by this action by the County to the Municipality amount may change as funds are available on a pro rata basis. Such commitment and obligation for overtime costs is contingent upon the ONDCP awarding the Grant funds to N.E.T and the MSP reimbursing the County.
- 4.2. The County will reimburse the Municipality up to **\$5,700.00** for each participating law enforcement officer for qualifying N.E.T.-related overtime unless otherwise provided herein. That amount is based on the number of N.E.T participating agencies and eligible law enforcement officers at the time this Agreement was executed by both Parties. If the number of N.E.T participating agencies and/or eligible law enforcement officers changes during the term of this Agreement, the maximum reimbursement amount may change as funds are available on a pro rata basis. Such reimbursement shall only be made after the supporting documentation is submitted by the Municipality and approved by the County, as described in Paragraph 5.1. Such reimbursement is contingent upon the ONDCP awarding the grant funds to N.E.T and the MSP reimbursing the County.
- 4.2.1. HIDTA funds shall be used to pay overtime only if the overtime was performed in support of a HIDTA-designated Enforcement initiative or Intelligence and information Sharing Initiative. HIDTA funds shall not be used to pay overtime related to training attendance, financial management, drug treatment, drug demand reduction or prevention, or non-investigative related administrative work.
- 4.2.2. No HIDTA funds shall be used to supplant the Municipality's funds that would otherwise be made available for the same purposes.
- 4.3. There is no research and development performed pursuant to this Agreement.
- 4.4. No indirect costs shall be charged or reimbursed under performance of this Agreement.

5. REIMBURSEMENT OF ELIGIBLE NET OVERTIME.

- 5.1. To request reimbursement for eligible N.E.T. overtime costs, the Municipality shall submit to the County the documentation described in the following subparagraphs no later than thirty (30) days after PY 2023 has expired. If the County, in its sole discretion, determines that the

documentation submitted by the Municipality does not reconcile, then the Municipality shall provide any additional documentation requested by the County in order to process payment.

- 5.1.1. A fully completed and signed Request for HIDTA Overtime Reimbursement attached as Exhibit B.
- 5.1.2. A letter substantively similar to the sample letter regarding notification of current overtime pay rate attached as Exhibit C.
- 5.1.3. Overtime slips, signed by the officer's supervisor, that support each Request for HIDTA Overtime Reimbursement. The overtime slips shall be substantively similar to the sample overtime slip attached as Exhibit D.
- 5.1.4. The paystub or payroll report that supports each Request for HIDTA Overtime Reimbursement. The paystub or payroll report shall be substantively similar to the sample paystub attached as Exhibit E.
- 5.2. County will only reimburse Municipality for approved overtime costs after County has received the Grant funds from MSP for that particular reimbursement request.

6. GENERAL COMPLIANCE.

- 6.1. The Municipality shall comply with to 28 C.F.R. Part 69 (New Restrictions on Lobbying) and 2 C.F.R. Part 25 (Universal Identifier and System of Award Management).
- 6.2. The Municipality shall comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180.
- 6.3. The Municipality shall perform all activities in accordance with The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.
- 6.4. The Municipality shall comply with ONDCP's HIDTA Program Policy and Budget Guidance, all other applicable Federal, state, and local laws and regulations, and the terms and conditions contained in this Agreement.
- 6.5. The Municipality shall comply with all applicable requirements for subrecipients that are provided in the HIDTA Grant Agreement between ONDCP and MSP. The HIDTA Grant Agreement between ONDCP and MSP will be provided to the Municipality within a reasonable time after the County receives a copy of it.
- 6.6. As specified in the HIDTA Program Policy and Budget Guidance, the Municipality must:

2023 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT
SUBRECIPIENT AGREEMENT BETWEEN
OAKLAND COUNTY
AND
CITY OF TROY

- 6.6.1. Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in “Standards for Internal Control in the Federal Government,” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 6.6.2. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- 6.6.3. Evaluate and monitor compliance with applicable statute and regulations, and the terms and conditions of the Federal award.
- 6.6.4. Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
- 6.6.5. Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or the Municipality designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

7. FINANCIAL ACCOUNTABILITY AND AUDIT REQUIREMENTS.

- 7.1. The Municipality shall maintain standards of financial accountability that conform to 2 C.F.R. §200.302 (Financial Management) and 2 C.F.R. §200.303 (Internal Controls).
- 7.2. The Municipality shall comply with audit requirements contained in 2 C.F.R. Part 200, Subpart F, which requires the Municipality to have an annual audit conducted within nine (9) months of the end of their fiscal year, if the Municipality has an aggregate expenditure of more than \$750,000 in federal funds in a fiscal year. Any deficiencies noted in audit reports must be fully cleared by the Municipality within thirty (30) days after receipt of same. The Grant funds spent by the County on behalf of the Municipality for training expenses shall be included on the Schedule of Expenditures of Federal Awards if the Municipality is required to have a single audit performed. Municipalities that are exempt from the Single Audit requirements that receive less than \$750,000 of total Federal funding must submit a Financial Statement Audit prepared in accordance with Generally Accepted Auditing Standards (“GAAS”) if the audit includes disclosures that may negatively impact the HIDTA program including, but not limited to fraud, financial misstatements, and violations of any contract or grant provisions. The County shall have the right to review and audit all records of the Municipality pertaining to any payment by the County.

8. CONFLICT OF INTEREST.

- 8.1. The Municipality shall comply with the following ONDCP conflict of interest policies:

2023 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT
SUBRECIPIENT AGREEMENT BETWEEN
OAKLAND COUNTY
AND
CITY OF TROY

- 8.1.1. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.
- 8.1.2. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.
- 8.1.3. If you have a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

9. MANDATORY DISCLOSURE.

- 9.1. As a non-Federal entity, the Municipality must disclose, in a timely manner, in writing to ONDCP all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII “Award Term and Condition for Recipient Integrity and Performance Matters,” are required to report certain civil, criminal, or administrative proceedings to System for Award Management (SAM). Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of the deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 “Remedies for Noncompliance”.

10. RECORD RETENTION.

- 10.1. The Municipality shall comply with the record retention provisions of 2 C.F.R. 200.333 (Retention requirements for records).
- 10.2. The Municipality should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper in accordance with 2 C.F.R. 200.335 (Methods for collection, transmission and storage of information).

2023 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT
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11. ACCESS TO RECORDS.

- 11.1. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the County, or any of their authorized representatives, have the right of access to any documents, papers, or other records of the Municipal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Municipality's personnel for the purpose of interview and discussion related to such documents. The right of access to the Municipality's records is not limited to the required retention period but last as long as the records are retained.
- 11.2. The Municipality shall permit the County and auditors to have access to the Municipality's records and financial statements as necessary for the County to meet the requirements of 2 C.F.R. Part 200.

12. TERM.

- 12.1. This Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party, and when the Agreement is filed according to MCL 124.510. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party. This Agreement shall end on December 31, 2023.

13. ASSURANCES.

- 13.1. Each Party shall be responsible for its own acts and the acts of its employees and agents, the costs associated with those acts, and the defense of those acts.
- 13.2. 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.
- 13.3. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this Agreement.

14. TERMINATION OF AGREEMENT.

- 14.1. This Agreement may be terminated in whole or in part as follows:
 - 14.1.1. by the County, if the Municipality fails to comply with the terms and conditions of this Agreement;
 - 14.1.2. by the County for cause;

14.1.3. by the County with the consent of the Municipality, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

14.1.4. by the Municipality upon sending to the County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the County determines in the case of partial termination that the reduced or modified portion of the subaward will not accomplish the purpose for which this Agreement was made, the County may terminate the Agreement in its entirety.

14.2. The County must provide to the Municipality a notice of termination. Written suspension or notice of termination will be sent to the Municipality's business address. If this Agreement is terminated or partially terminated, both the County and the Municipality remain responsible for compliance with the requirements at 2 CFR 200.343 Closeout and 2 CFR 200.344 Post-closeout Adjustments and Continuing Responsibilities.

15. CLOSEOUT.

15.1. The County shall close-out this Agreement when it determines that all applicable administrative actions and all required work under this Agreement have been completed by Municipality.

15.2. The Municipality shall comply with the closeout provisions of 2 C.F.R. 200.343 (Closeout).

16. POST-CLOSEOUT ADJUSTMENTS AND CONTINUING RESPONSIBILITIES.

16.1. The closeout of this Agreement does not affect any of the following:

16.1.1. The right of County to disallow costs and recover funds on the basis of a later audit or other review. The County must make any cost disallowance determination and notify the Municipality within the record retention period;

16.1.2. The obligation of the Municipality to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;

16.1.3. Audit requirements in Subpart F—Audit Requirements of 2 C.F.R. Part 200.

16.1.4. Records retention as required in Subpart D—Post Federal Award Requirements of this part, §200.333 Retention requirements for records through §200.337 Restrictions on public access to records.

17. REMEDIES FOR NONCOMPLIANCE.

17.1. If the Municipality fails to comply with federal statutes, regulations, or the terms and conditions of this Agreement, the County may impose additional conditions, as described in 2 CFR §200.207 Specific Conditions. If the County determines that noncompliance cannot be

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remedied by imposing additional conditions, the County may take one or more of the following actions, as appropriate in the circumstances:

- 17.1.1. temporarily withhold cash payments pending correction of the deficiency by the Municipality or more severe enforcement action by the County;
- 17.1.2. disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- 17.1.3. wholly or partly suspend or terminate the Agreement;
- 17.1.4. recommend that the Federal awarding agency initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations;
- 17.1.5. withhold further funds for the project or program;
- 17.1.6. take other remedies that may be legally available.

18. 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.

19. DISCRIMINATION. The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.

20. PERMITS AND LICENSES. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.

21. RESERVATION OF RIGHTS. This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.

22. DELEGATION/SUBCONTRACT/ASSIGNMENT. Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

23. 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.

24. 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.

25. CAPTIONS. The section and subsection numbers and captions in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers and captions shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

26. 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: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

26.1. If Notice is sent to the County, it shall be addressed and sent to: Oakland County Board of Commissioners Chairperson, 1200 North Telegraph, Pontiac, Michigan 48341, with a copy to Oakland County Sheriff's Office, Sheriff Fiscal Officer, 1200 N. Telegraph, Bldg. 38E, Pontiac, Michigan 48341.

26.2. If Notice is sent to the Political Subdivision, it shall be addressed to: City of Troy.

26.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.

27. CONTACT INFORMATION.

<u>County of Oakland</u>	<u>City of Troy</u>
Lieutenant Sean Jennings Investigative & Forensic Services Division Narcotics Enforcement Team Office: 248-858-1722 Fax: 248-858-1754 Email: jennings@oakgov.com	Chief Frank Nastasi Chief of Police Troy Police Department Fax: 248-524-9023 Email: nastasifa@troymi.gov

28. GOVERNING LAW. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan, without regard to Michigan's conflict of laws provisions.

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29. AGREEMENT MODIFICATIONS OR AMENDMENTS. Any modifications, amendments, rescissions, waivers, or releases to this Agreement must be in writing and executed by both Parties.

30. ENTIRE AGREEMENT. This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. 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, David T. Woodward, Chairperson, Oakland County Board of Commissioners, acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the County to the terms and conditions of this Agreement.

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

WITNESSED: _____ DATE: _____
Printed Name: _____
Title: _____

IN WITNESS WHEREOF, _____, acknowledges that he/she has been authorized by a resolution of the Municipality's governing body, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the Municipality to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
Printed Name: _____
Title: _____

WITNESSED: _____ DATE: _____
Printed Name: _____
Title: _____



Michigan HIDTA

Initiative Description and Budget Proposal

All Initiatives which seek HIDTA funding must complete this proposal and return to Michigan HIDTA via e-mail by the announced deadline. Completion of all sections of this proposal is required. The Office of National Drug Control Policy examines these submissions very closely. Your proposal must be clear, concise and complete. **A complete proposal consists of this form AND the Michigan HIDTA FMS Budget Sheet.**

Program Year: Initiative Title:

Submitter's Rank/Name: Submitter's Telephone #:

Submitter's E-mail Address:

SECTION 1: INITIATIVES

Level of Activity - Check all that apply

☒ Local DTO Focus ☒ Multi-State DTO Focus ☐ International DTO Focus ☐ Interdiction Focus

Does this Initiative Routinely Provide Information to the HIDTA Investigative Support Center (ISDC)?

☒ YES ☐ NO

SECTION 2: PROFILEInitiative Description

Enter Lead Agency:

Enter Location of Initiative (City):

Check All That Apply

- ☐ Initiative is Collocated with other HIDTA Initiatives
- ☒ Initiative is Staffed with Full-Time Federal and Full-Time State/Local Personnel
- ☒ Full-Time Members of Initiative are Collocated and Commingled with Federal and State/Local Personnel

Initiative Description and Budget Proposal Instructions

Enter your initiative description and budget detail in the text box on the following page. The text box is not character limited, nor is it limited to the visible field on the page. It works best to compose the narrative in Word and copy into the text field on the following page. Please use narrative only to complete this section. The PMP software will not accept graphs, tables, charts, images, etc.

The narrative section is intended to describe the mission and proposed activities for your initiative (dismantling DTOs, meth labs, interdicting drugs/money, apprehending fugitives, etc.) and detail your initiative's funding request. This description should indicate when the initiative was first funded by HIDTA.

Your narrative must be clear, concise and complete. Do not include a long narrative detailing the history or accomplishments of your initiative. Please **limit** your initiative description to several short paragraphs.

The first paragraph should clearly **identify the threat** (drug problem, violent crime, money laundering) in your area. ONDCP expects detailed information regarding the threat in the **HIDTA county/counties which your initiative serves**. Describe the types of drugs being trafficked, the presence/activities of gangs and drug-related violent crime. Include information on DTOs and MLOs operating in your area. DO NOT use specific names/addresses for any organizations or provide any information which is law enforcement sensitive or classified. Referring to the Michigan HIDTA Annual Threat Assessment/Drug Market Analysis is essential when describing the threat in your region.

In the next paragraph **discuss your plan to attack the threat** in your region. Describe your initiative and detail your plan to address the specific threats/problems in your area and achieve your performance targets. If your initiative consists of multiple teams, explain how each team's activities attack the drug threat in your HIDTA county. Detail how you will work more efficiently and effectively by conducting intelligence-driven investigations and sharing information (leads).

The next paragraph(s) should **present your budget request**. Remember that HIDTA funding is added-value funding and cannot be used to supplant normal operating budget items. Each budget line item (overtime, equipment, supplies, vehicles, phones, services, etc.) must be detailed in narrative form, specifying the amount requested and how each line item amount will be utilized. It is important to relate why each line item is needed and how it fits into your plan to attack the threat in your region and attain your performance targets. Provide a clear, concise and complete explanation of all items in your budget request. The budget narrative will be reviewed by the Michigan HIDTA Steering Committee and Executive Board before being sent to ONDCP for review and approval.

ONDCP closely examines **vehicle expenditures**. Lease costs and other vehicle-related expenses must be detailed. Ensure the number of vehicles and expenses match the number of eligible officers in your initiative. Examples: "6 vehicles @ \$500/month x 12 months = \$36,000; Gasoline Expense, 6 officers @ \$200/month x 12 months = \$14,400 .

ONDCP also scrutinizes **overtime expenses**. Ensure these expenses line-up with eligible officers in your initiative. ONDCP caps overtime for individual officers at \$9,500 annually. The Michigan HIDTA limits the cap to \$6,500 per officer annually. Each initiative is required to maintain documentation/spreadsheet to ensure these limits are not exceeded. Example: 10 task force officers x \$3,000/annually = \$30,000 annual overtime.

PLEASE NOTE: Equipment vs. Supplies - There has been a change in how these items are categorized. All items purchased for **\$5,000 or more per item** are categorized as **Equipment**. All items purchased for **\$4,999 or less per item** are categorized as **Supplies**.

Equipment expenses must be detailed. Provide specifics for what will be purchased, the cost, and how it relates to your plan to address the threat. Example: 10 ballistic shields @ \$6,000 each = \$60,000.

Supplies expenses must be detailed. Provide specifics for what will be purchased, the cost, and how it relates to your plan to address the threat. Example: 12 laptop computers @ \$1,000 each = \$12,000.

Service expenses must also be detailed. Example: Monthly cell phone service for 12 officers @ \$100/monthly x 12 months = \$14,400.

The total of all items must match the total entered in the **"Total Dollar Amount Requested"** field at the top of the next page.

A complete proposal consists of this form AND the Michigan HIDTA FMS Budget Sheet.

Enter Initiative Description and Budget Proposal Detail Below

Total Dollar Amount Requested: **\$132,300**

INITIATIVE PURPOSE:

The Oakland County Narcotic Enforcement Team (NET) is a cooperative partnership of federal, county and local law enforcement agencies in Oakland County, Michigan. NET is located at the Oakland County Sheriff's Office in Pontiac and focuses on mid- to upper-level drug trafficking organizations (DTOs) and criminal groups operating in Oakland County. NET also supports street level investigative operations targeting smaller quantities of cocaine, crack cocaine, methamphetamine, fentanyl, and controlled prescription drugs.

THREAT FOCUS:

Fentanyl and fentanyl mixed with other narcotics continue to be the most lethal category of illicit substances misused in Oakland County. Heroin-related overdose deaths remain at high levels in the county. NET has observed a substantial increase in methamphetamine distribution and use. Cocaine has become a resurgent threat and is widely available throughout the county. Controlled prescription drugs remain an area of concern. Regional and local DTOs are the primary drug trafficking threats in the NET Area of Responsibility (AOR). These DTOs transport cocaine, heroin, fentanyl, and methamphetamine into Oakland County. Most of the illegal narcotics remain in the county and are distributed by local DTOs and criminal groups and eventually consumed by users.

PERSONNEL STRUCTURE AND PARTICIPATING AGENCIES:

NET is led by the Oakland County Sheriff's Office and supported by full-time law enforcement personnel assigned by the Drug Enforcement Administration (DEA), Homeland Security (HSI), Oakland County Prosecutor's Office, Auburn Hills Police Department, Birmingham Police Department, Bloomfield Township Police Department, Farmington Hills Police Department, Ferndale Police Department, Franklin Police Department, Hazel Park Police Department, Madison Heights Police Department, Rochester City Police Department, Royal Oak Police Department, Troy Police Department, Waterford Police Department and West Bloomfield Police Department. The multi-agency approach combines local and federal law enforcement officers and their investigative capacities as a means to dismantle and disrupt large and mid-level DTOs and criminal groups in Oakland County.

INVESTIGATIVE APPROACH:

NET will leverage HIDTA funds to support investigative overtime and communication services. Drug seizures will be thoroughly investigated by NET investigators in order to (1) trace these seizures back to the source(s) of supply, (2) assist investigators in ultimately disrupting and dismantling DTOs and seizures back to the source(s) of supply, and (3) assist investigators in ultimately disrupting and dismantling DTOs and criminal groups. NET investigators monitor DTO trafficking patterns and share the information with our federal partners. The NET task force initiates investigations into upper- and mid-level DTOs and criminal groups. The main goal of the task force is to identify, disrupt, and dismantle local DTOs and criminal groups. If the DTO is identified as a multi-state or international organization, then this intelligence is passed on to the DEA for investigation and federal prosecution. In addition to DEA participation in NET, NET further assigns two investigators to work closely and coordinate with two other DEA groups. This partnership ensures that interstate and international DTOs operating in Oakland County are being thoroughly investigated and prosecuted.

Agency Positions

Summarize the staffing levels you confidently expect to be part of your initiative for the Program Year selected. The *HIDTA Funded* box should be marked Yes **ONLY** when HIDTA funding covers the salary/wages for the listed position.

[illegible]

Predicting Expected Outputs: When developing your expected outputs for the Program Year, please ensure you take into consideration your past 2-3 year performance averages. ONDCP frequently refers to these averages when evaluating future performance target numbers.

SECTION 3: DTOs

DTO Expected Outputs:

Predict the number of DTOs and MLOs you expect to disrupt and/or dismantle during the Program Year. Your performance targets should be aggressive but reasonably attainable, considering expected staffing and funding. Remember that your initiative's performance is compared to how successfully it attained its predicted totals. Please note Initiative's performance is not compared to the performance of other initiatives. Include pertinent notes in the Notes/Additional Information box.

DISRUPTED Defined

DISMANTLED Defined

Enter Number of **DTOs** Expected to be Disrupted or Dismantled This Program Year:

5

Notes/Additional Information:

Enter Number of **MLOs** Expected to be Disrupted or Dismantled This Program Year:

0

Notes/Additional Information:

SECTION 4: CLANDESTINE LABS

Predict the number of each of the following items which you expect to seize during the Program Year. Include pertinent notes in the Notes/Additional Information box.

Enter the Number of Lab Dump Sites Expected to be Seized

0

Enter the Number of Chemical/Glassware/Equipment Expected to be Seized

0

Enter the Number of Children Expected to be Affected

0

Enter the Number of **Meth Labs** Expected to be Dismantled

0

Enter the Number of **Other Clan Labs** (Production/Conversion) Expected to be Dismantled

0

Notes/Additional Information:

SECTION 5: ACTIVITIES

Predict the number of each of the following items for the Program Year. Include pertinent notes in the Notes/Additional Information box.

New HIDTA Cases:

Enter the Number of New HIDTA Initiative Cases Expected to be Opened This Program Year:

Notes/Additional Information:

Case Support:

Enter the Number of Cases Expected to be Provided Analytical Support This Program Year:

Refer to definition of Analytical Support (AS). Project only number of cases which will receive AS from an analyst embedded with your TF or the DSEMIIC/MIOC. Do not include cases which will receive AS from an analyst seated at the HIDTA. A case can be reported receiving AS only **ONCE IN A CALENDAR YEAR** but can be counted each calendar year it receives AS. Project the number of separate cases to receive AS in the year, not the number of times AS is received on all cases. ***Important: Remember to submit a completed survey with your quarterly report for each case receiving AS.***

Enter the Number of Event Deconflictions Expected to be Submitted This Program Year:

Enter the Number of Case Matching Requests Expected to be Submitted This Program Year:

Notes/Additional Information:

SECTION 6: FUGITIVES

Predict the number of fugitives you expect to apprehend for the Program Year. A *Fugitive* is defined as an apprehension made pursuant to some type of court-issued pick-up order, such as an arrest warrant, a writ, etc. An *Arrest* is defined as any apprehension made absent any type of court-issued pick-up order, primarily arrests made on probable cause. Initiative plans to make *Arrests* during the year are indicated by selecting *Arrests* from the *Other Outputs* pick list in Section 7.

Enter the Number of Fugitives Expected to be Arrested This Program Year:

Notes/Additional Information:

SECTION 7: OTHER OUTPUTS

ENTRY OF MANDATORY OUTPUTS

FORENSIC ENHANCEMENT - MSP TECHNICAL SUPPORT UNIT - REDRUM

Continue to report Other Outputs contained in the pick list boxes below. Other Output information provided will be maintained internally at the HIDTA but will not be reported in PMP.

ALL OTHER HIDTA INITIATIVES

Report **ONLY** the four Other Outputs **ARRESTS, CRIMINAL GROUPS, FIREARMS SEIZED** and **T-III WIRETAPS**. This information will be reported in PMP.

FUGITIVES VS. ARRESTS

Fugitives: Provide a projection of how many fugitives your task force will arrest for the year in *Section 6: Fugitives*.

A fugitive is defined as an apprehension made pursuant to some type of court-issued pick-up order, such as an arrest warrant, a writ, etc.

Arrests: No projection of how many arrests your task force will make for the year is required. **An arrest is defined as any apprehension made absent any type of court-issued pick-up order; primarily arrests made on probable cause.** Indicate your task force's intentions to make arrests during the year by selecting/loading ARRESTS into one of the Other Output boxes below.

Definition of Wiretap

A wiretap is a form of electronic monitoring where a Federal or state court order authorizes law enforcement to surreptitiously listen to phone calls or intercept wireless electronic text messages or video communications. Indicate your plan to utilize wiretaps by selecting T-III WIRETAPS in one Other Output box to the right.

Reporting Wiretaps

No projection regarding the number of wiretaps to be utilized is required. The actual number of wiretaps is reported each quarter on the Task Force Quarterly Report. Report only the number of lines (telephone numbers) for which a court order authorized eavesdropping. Do not report an extension of a court order for the same telephone line (number) unless the extension is spanning the calendar year being reported. Note: Dialed number recorders (Pen Registers) are not considered a wiretap for PMP reporting purposes.

Select the Other Outputs your initiative plans to utilize in the pick list boxes below.

Other Output:

Other Output:

Other Output:

Other Output:

Other Output:

Other Output:

Other Output:

Other Output:

Other Output:

Other Output:

Other Output:

Other Output:



Michigan HIDTA
Request for HIDTA Overtime Reimbursement

ONE FORM PER OFFICER

REGULAR OVERTIME

Exhibit B

Michigan HIDTA
Mary Szymanski - Financial Manager
FAX: 248.356.6513
mszymanski@mi.hidta.net

OFFICER'S NAME AND RANK

HOME DEPARTMENT NAME

PHONE NUMBER

MAILING ADDRESS

FEDERAL TAX ID OR MSP INDEX/PCA

REQUESTING OFFICER IS REQUIRED TO TYPE HIS/HER NAME IN THE BLUE BORDERED BOX BELOW. By typing my name in the box below, I certify that this overtime was incurred pursuant to HIDTA-related investigations on the dates and in the amounts listed.

APPROVING TASK FORCE COMMANDER IS REQUIRED TO TYPE HIS/HER NAME IN THE RED BORDERED BOX BELOW: By typing my name in the box below, I certify I received this overtime request from the Requesting Officer, and have reviewed and approved after determining it to be in compliance with ONDCP Program Policy as previously provided to me.

ITEM #	COMPLAINT #	DATE OT WORKED	# OT HOURS WORKED	OT HOURLY RATE	TOTAL ENTRY COST	LOCATION: Address, City/Township/County
OVERTIME APPROVED FOR STATE/LOCAL OFFICERS ONLY. LIMIT PER OFFICER IS \$8,000 ANNUALLY AS PER MICHIGAN HIDTA PROGRAM POLICY.						
FEDERAL PARTICIPANTS ARE NOT ELIGIBLE TO RECEIVE HIDTA OVERTIME.						
1					\$0.0000	
2					\$0.0000	
3					\$0.0000	
4					\$0.0000	
5					\$0.0000	
6					\$0.0000	
					\$0.0000	

ITEM #	PROVIDE A BRIEF DETAIL OF THE CORRESPONDING ITEM # FROM THE TABLE ABOVE.
1	
2	
3	
4	
5	
6	

THIS INFORMATION IS CONFIDENTIAL. DISCLOSURE OF CONFIDENTIAL INFORMATION IS PROTECTED BY THE FEDERAL PRIVACY ACT.

YOUR AGENCY LETTERHEAD

January 17, 2018

Director
Michigan HIDTA
28 W. Adams
Suite 400
Detroit, MI 48226

Dear Director

Please accept this correspondence as notification of the current pay rate for the listed **ADD YOUR AGENCY NAME** police officer assigned to the Oakland County Narcotic Enforcement Team (NET). The rate became effective **July 1, 2017**.

Parent Agency:	ADD YOUR AGENCY NAME
Employee Name/Rank:	ADD OFFICER'S NAME AND RANK
Regular Pay Rate:	OFFICER'S REGULAR HOURLY RATE
Overtime Pay Rate:	OFFICER'S OVERTIME HOURLY RATE

As requested, the overtime rate listed does not include any fringe benefits, such as retirement, FICA, etc. Please contact my office if additional information is required.

Sincerely,

Please Note: This document is used for illustrative purposes only and the required documentation does not have to be the same, but must contain the same elements.

Required: Overtime slip signed by officer's supervisor. This item should include name, date, and overtime hours associated with HIDTA. The overtime rate should also be included unless provided in the paystub or payroll report.



[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

TIME SHEET

DATE	HOURS	OVERTIME	NET#
------	-------	----------	------

07/11/2016	08:30-16:30		
07/12/2016	08:30-16:30		
07/13/2016	08:30-16:30		
07/14/2016	08:30-16:30		
07/15/2016	08:30-16:30		

APPROVED

8/16/16

[REDACTED]

08/01/2016	15:00-23:00		
08/02/2016	15:00-23:00		
08/03/2016	14:00-00:00	2hour	16-net-419
08/04/2016	14:00-23:00	1hour	IR-16-263
08/05/2016	03:00-07:00	4hour	IR-16-264
08/05/2016	15:00-23:00		

APPROVING SIGNATURE: _____

[REDACTED]


[REDACTED]

OVERTIME IN RED HAS BEEN TAKEN AS NET TIME (COMP)
OVERTIME IN GREEN HAS BEEN SUBMITTED FOR MJ OT GRAMP

Please sign and return.

Please Note: This document is used for illustrative purposes only and the required documentation does not have to be the same, but must contain the same elements. **Exhibit E**

Required: Pay stub or payroll report containing the same information as pay stub. If the paystub does not indicate the overtime rate of pay, then please include with the overtime slip.

Pay Period Ending On: 08/07/2016
Check #: 
Check Date: 08/12/2016
Primary Rate: 31.2962
Withholding Rate: 00
Federal Allowances: 0

PAYCODE ID	HOURS	OT HOURS	GROSS	YTD	DEDUCTION ID	AMOUNT	YTD
LONGEVITY_PS	0.00	0.00	0.00	350.00	FIW	475.02	8,268.40
SALARY	80.00	7.00	2,832.31	41,498.79	SITW	112.08	1,906.87
TRAINING_PS	0.00	0.00	0.00	876.28	SOCSEC_EE	176.08	2,991.56
SICK PS 07/01	0.00	0.00	0.00	625.92	MEDICARE_EE	41.18	699.64
F/Y SICK PAYOUT	0.00	0.00	0.00	594.63	DUES_PSO	29.63	444.38
PS SCK GAP	0.00	0.00	0.00	2,879.25	PS_HBL VISION	9.13	104.73
IN_LIEU_MED_P_S	0.00	0.00	115.38	1,846.08	RETIRE_PS_OFF	84.97	1,424.49
LIFE INS	0.00	0.00	0.00	8.96	ICMA_PCNT	117.91	1,959.14
HOLIDAY	0.00	0.00	0.00	1,251.85	FLEX_PLAN	98.50	1,576.00
					SAVINGS_PSO	5.60	84.00
					PNC	647.59	11,474.94
					PNC	1,000.00	16,588.65
					ALLY	150.00	2,400.00
TOTALS:	80.00	7.00	2,947.69	49,931.76	TOTALS:	2,947.69	49,922.80

Net Pay This Period: 1,797.59

LEAVE BANK	PRIOR BALANCE	HOURS ACCRUED	HOURS LOST	HOURS TAKEN	NEW BALANCE
COMP_PS	7.50	0.00	0.00	0.00	7.50
F/Y SICK PAYOUT	0.00	0.00	0.00	0.00	0.00
PS KELLY BANK	0.00	0.00	0.00	0.00	0.00
SICK PS 07/01	96.00	0.00	0.00	0.00	96.00
SICK PS GAP	41.00	0.00	0.00	0.00	41.00
VAC_PS	124.00	0.00	0.00	0.00	124.00

08/12/2016

1,797.59

VOID**VOID*****VOID*****CHECK STUB REPRINT*****



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-06

CITY COUNCIL AGENDA ITEM

Date: April 4, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
G. Scott Finlay, City Engineer

Subject: Approval of Contract No. 22-5534 with MDOT for Right-of-Way Acquisition Work to Widen Rochester Road from Five Lanes to a Six-Lane Boulevard from Barclay Drive to Trinway Road – Project No. 2022CG0002

History

City Council City Council previously approved this agreement (Resolution #2023-03-041-J-7) and once it was submitted to MDOT, MDOT realized that it incorrectly identified the contract number, and therefore the amended contract with the correct contract number is being submitted to City Council for its consideration.

Financial

The format and content of the MDOT contract for right-of-way acquisition work is consistent with past right-of-way contracts approved by Troy City Council. The MDOT contract formalizes the agreement between the City and MDOT and provides the conduit for federal funds to flow to the City via MDOT.

Recommendation

Staff recommends that City Council approve Contract No. 22-5534 with MDOT for right-of-way acquisition work to widen Rochester Road from five lanes to a six-lane boulevard between Barclay Drive and Trinway Road at a total estimated cost of \$5,528,750 with the City share estimated at \$1,003,469. Furthermore, staff recommends that the Mayor and City Clerk are authorized to execute the contract.

Legal Review

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

STP
RIGHT-OF-WAY
MODIFIED PART II

	DIR
Control Section	ST 63000
Job Number	215372ROW
Project	23A0062
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	22-5534

PART I

THIS CONTRACT, consisting of PART I and PART II (Modified Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF TROY, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the acquisition by the REQUESTING PARTY of the right-of-way necessary for the following improvements in Troy, Michigan, which right-of-way acquisition is hereinafter referred to as the "PROJECT":

Right-of-way acquisition work for the widening of Rochester Road from Barclay Drive to Trinway Road; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s):

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

Pursuant to Title 2 of the Code of Federal Regulations Part 200, a description of the federal award for the project is shown in detail on EXHIBIT "I", dated February 15, 2023, and made a part of this document.

2. The term "PROJECT COST", as herein used, is hereby defined as all the costs necessary for the performance of the PROJECT work including engineering, appraisals, acquisition, legal, financing, the costs of technical guidance, monitoring, training and any other costs as may be incurred by the DEPARTMENT as a result of this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT. The DEPARTMENT, at PROJECT COST, will provide technical guidance to the REQUESTING PARTY, will monitor the performance of the PROJECT work to assure conformance with Federal and State requirements, and will provide such training to the REQUESTING PARTY as is necessary for the performance of the PROJECT work.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY will perform or cause to be performed all the PROJECT work. The method of performing the work will be indicated on the work authorization.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST at the established Federal participation ratio equal to 81.85 percent. The balance of the PROJECT COST, after deduction of Federal Funds, shall be paid by the REQUESTING PARTY. The PROJECT COST is estimated to be as follows:

<u>ESTIMATED COST</u>	<u>FEDERAL AID</u>	<u>REQUESTING PARTY'S SHARE</u>
\$5,528,750	\$4,525,281	\$1,003,469

Any items of PROJECT COST not reimbursed by Federal funds will be the sole responsibility of the REQUESTING PARTY.

6. A separate authorization will be issued to the REQUESTING PARTY by the DEPARTMENT for the commencement of the PROJECT.

7. The construction of the improvements for which the PROJECT work is being performed and the construction engineering and inspection work related thereto will be covered by a separate contract.

8. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the state and/or the Federal Highway Administration pursuant to Title 23 of the United States Code.

9. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project. In addition, the following provisions will apply:

All work will be performed in accordance with the Procedure Manual of the DEPARTMENT'S Real Estate Division. Variations from the procedures within the manual will be developed in cooperation with the DEPARTMENT.

Reimbursement for right-of-way acquisition will be governed by 23 CFR, Subchapter H, Part 710, Subparts B and E, and other applicable directives of the FHWA.

Procedures for relocation assistance, if necessary, will conform to the requirements set forth in 49 CFR, Part 24, and other applicable directives of the FHWA.

Disposal of any right-of-way acquired as the PROJECT will conform to the requirements set forth in 23 CFR, Subchapter H, Subpart D, Disposal of Right-of-Way, and other applicable directives of the FHWA.

10. In the event that actual construction of the roadway on the right-of-way being acquired as the PROJECT is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the FHWA and the DEPARTMENT project contract covering the PROJECT work is executed, the REQUESTING PARTY will be required to repay to the DEPARTMENT for forwarding to the FHWA all monies distributed as the FHWA'S contribution to the PROJECT COST.

11. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

12. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF TROY

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



EXHIBIT I
Notification of Required Federal Program Information to Subrecipients for
Federal Funding

Does this project receive Federal funds? ☒ Yes ☐ No

Subrecipient's Name: City of Troy

Subrecipient's Unique
Entity Identifier Number QYPCKM4J5K81
(UEI):

Federal Grant/Project
Number(s): 23A0062

MDOT Project Number: 215372ROW

Project Description: Right-of-way acquisition work for the widening of Rochester
Road from Barclay Drive to Trinway Road; and all together
with necessary related work.

CFDA Number, Federal Agency, Program Title: CFDA 20.205
Highway Research Planning &
Construction

Federal Award Identification Number(s) (FAIN): 693JJ22330000Y240MI23A0062

Federal Award Date: October 27, 2022

Period of Performance Start Date: October 27, 2022

Period of Performance End Date: December 31, 2023

Amount of Federal Funds obligated by this action: \$4,525,281

Total amount of Federal Funds obligated: \$4,525,281

Total amount of the Federal award: \$5,528,750

Budget Approved Cost sharing or matching, where applicable:
Federal Participation: \$4,525,281; Local Participation: \$1,003,469

Name of Federal awarding agency and contact information for awarding official:

Director Paul C. Ajegba
Michigan Department of Transportation
425 West Ottawa Street
Lansing, MI 48909

Is this a Research and Development award: ☐ Yes ☒ No

Indirect cost rate for the Federal award (if applicable): Not Applicable

DOT

BUREAU OF HIGHWAYS
NON CONSTRUCTION
03-15-93

PART II
MODIFIED

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. All work shall be performed in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
- C. In conformance with FAPG (23 CFR 630C): Project Agreements, the parties to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. On those projects funded with Federal monies, the DEPARTMENT shall, as may be required, secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- C. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- D. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.
- E. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

- F. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- G. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- H. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 201, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- I. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- J. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- K. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that canceled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the canceled portions of the PROJECT will be promptly refunded.
- L. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the

language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FAPG Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. General Conditions:

1. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
2. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

SECTION IV

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way acquisition.
- C. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- D. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment 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 the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

PARKS AND RECREATION ADVISORY BOARD

A Meeting of the Troy Parks and Recreation Advisory Board was held Thursday, February 10, 2022 in room 402 of the Troy Community Center.

Mike Brady called the meeting to order at 6:35 p.m.

Present: Mike Brady, Pam Brady, Tim Fulcher, Kelly Martin, John Shepherd, Hitesh Patel (arrived late), Dennis Trantham, Brian Goul, Nikki McEachern

Absent: Govindrajan Thattai, Casey Colussi, Akshitha Sahu

Visitors: Vinodh Mudaliar, Sangheetha Mudaliar, and Kinjal Shah

Public Comments: Vinodh Mudaliar represented the group. He belongs to the Michigan Youth Cricket Group. Mr. Mudaliar is requesting the grass to be mowed shorter, and to be able to reserve the field to teach his students of approximately 40 students. He also asked the City to consider putting practice lanes in the parks similar to Bloomer Park in Rochester and South Lyon Oaks.

Approval of Minutes

Resolution # PR - 2022 - 01 – 001

RESOLVED, that the minutes of November 18, 2021 are approved.

Moved by Tim Fulcher

Seconded by John Shepherd

Yes: 5

No: 0

MOTION CARRIED

Old Business – None.

New Business-

A. Introduction of Nikki McEachern as new Assistant Director of Recreation

- Nikki was recently promoted from Senior Program Supervisor to Assistant Director.

B. Update on Jeanne M. Stine Community Park

- Park is almost complete.
- Brian Goul is working with Cindy Stewart on offering Movie Nights this summer.
- Farmers Market is moving to the park this summer.
- The dedication is slated for May 26, 2022.

C. Budget

- The April meeting will be the approval of the Budget for Parks and Recreation.
- Information will be sent out a couple weeks prior for review.

Member Comments –

- Mike Brady discussed the problems associated with cutting the grass behind the Troy Community Center short for the Cricket Pitch.
- Dennis noted the area is field grass and cutting it short would create mud. Cutting the grass short requires different grass and the City would have to change the contract with the mowing company.
- The Jeanne M. Stine Park is not large enough to hold any sport facility.
- Tim Fulcher asked about a reservation system.
- Brian noted that the area behind the Troy Community Center is not a true Cricket field so it would be hard to reserve it for Cricket.
- Dennis noted that the Parks has had Cricket on their radar for a while. It would take 1,500,000.00 to develop land the City owns to build a Cricket field.

Staff Reports

Brian Goul

- Recreation is starting to plan for summer programs.
- Troy Family Aquatic Center is planning on opening. It could have shortened hours or less amenities based on staffing. Part time staffing is down and the Recreation Supervisor in charge of aquatics has been having to lifeguard to cover the shortage.
- Part time pay rates have been recently increased to encourage applicants.

Dennis Trantham

- The 8 part time staff that has been retained year-round has helped the department.
- The Dog Park restroom and Boulan Park's south restroom has been heated and remained open throughout the winter. There has been a problem with cement heaving therefore the doors did not close and had damage from the cold.
- The Parks Department is hoping to have more restrooms at other parks be open year-round.
- Still 1-2 openings for part time staffing.
- The vision of an ice rink is hoped for but the funding is not there yet. The Parks Department is still working on the funding.

The meeting adjourned at 7:12 p.m.

Next meeting is scheduled for Thursday, April 28, 2022 at 6:30 pm.



Mike Brady, Chairperson



Shannon Louwaert, Recording Secretary

PARKS AND RECREATION ADVISORY BOARD

A Meeting of the Troy Parks and Recreation Advisory Board was held on Thursday April 28, 2022 in room 402 of the Troy Community Center.

Mike Brady called the meeting to order at 7:03pm

Present: Mike Brady, Pam Brady, Tim Fulcher, Kelly Martin, Hitesh Patel, John Shepherd, Dennis Trantham, Brian Goul, Amy Campeau, Kurt Bovensiep

Absent: Govindrajan Thattai, Casey Colussi, Akshitha Sahu

Visitors: Paul Gorishek, Vinooh Mudaliar, Jayne Chouinard

Public Comments:

Vinooh Mudaliar- Wants to be able to reserve a cricket pitch rather than it be first come first serve, would like the grass to be cut more frequently, and would like practice lanes/batting cages added into a park. Long term goal: hoping to have dedicated cricket grounds

Jayne Chouinard- Lives by Milverton Park and would like to plan a clean up day for the park with a group of volunteers.

Approval of Minutes

Resolution # PR – 2022 – 10 – 001

RESOLVED, that the minutes of the February 10, 2022 are approved

Moved by Mike Brady

Yes: 6

No: 0

MOTION CARRIED

Old Business- None

New Business-

2022-2023 Budget

- Budget was presented to Parks and Recreation Advisory Board and the Public Hearing is May 9, 2022
- Aquatic Center has a large request for maintenance
- Parks is Short Staffed
- Recommended to City Council with no changes

Moved Pam Brady

Seconded by Kelly Martin

Yes: 5

No: 0

MOTION CARRIED

Member Comments

Kelly Martin-

- Interested in getting a cardboard hill for sledding in a park

Staff Reports

Brian Goul

- Introduced Amy Campeau, new full-time staff member to run preschool and summer camps
- New full-time Senior Programmer who will attend in September
- Aquatic Center is scheduled to open in about a month, and we raised the wages significantly, and it has helped slightly
- HVAC/ roofing updates are happening at the Community Center for the next couple of weeks

Dennis Trantham

- Sylvan Glen is getting a parking lot
- Staffing Levels are at 5/8 and there is a high turn over rate for seasonal staff
- Phase 3 of the Troy Trails should be opening in the next couple of months
- May 26th is the Jeanne Stein Community Park unveiling and ribbon cutting ceremony
- New amenities added to the dog park in the small dog side courtesy of an Eagle Scout project
- Successful first year of leaving a couple of restrooms open all the time, they are located at Boulton South and the Dog Park with minimal issues
- New bottle filling stations are coming to the parks
- Thanks to the Troy Community Foundation three bicycle repair stations have been donated and will be mounted along the Troy Trails
- The city has purchased a combined bottle filling station and bike repair station for Jaycee Park

Kurt Bovensiepe


- Jeanne Stein Park Continued Improvements
- Public Survey showed there was a community interest in outside public ice-skating rinks. They went to other local communities that offered outdoor rinks and decided that this would be purely recreational, not intended for hockey games, and this is going to be added to Jeanne Stein park near the corner of Town Center and Civic Center Drive. Modeled after the Community Center's architecture and flowing curved lines.
- The ice rink could be programmed for roller blading, roller skating in the spring/summer months
- The landscaping and building elements will mimic the natural elements and native plants of Michigan, similar to the Big Beaver landscaping.
- Included in the proposed budget that was taken to City Council in April and between the budget and federal funding is \$6Million.

April 28, 2022

- Proposed annual upkeep: unknown, interested in contracting out the upkeep/ different amenities, like the ice arena.
- Design Cost will be taken to City Council will be taken to City Council on May 9, 2022

The meeting adjourned at 7:56pm

Next meeting is scheduled for Thursday, September 15, 2022 at 6:30pm



Mike Brady, Chairperson



Ariel Capaldi, Interim Recording Secretary



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CITY COUNCIL AGENDA REPORT

Date: April 10, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Brian Goul, Recreation Director
Allyson Leach, Recreation Supervisor of Senior Programs

Subject: Recreation Senior Programming Report

Creative Endeavors Gift Shop

The Creative Endeavors gift shop opened in 2003 at the Troy Community Center. Vendors sold arts and crafts on consignment. Due to the COVID-19 pandemic, the store closed in March 2020. Inventory was cleared out and vendors were notified to pick up their remaining items.

To keep expenses low, the store relied heavily on volunteers to operate open hours 6 days a week for a total of 32 hours per week. In 2017, a part time Store Manager was hired. The revenue and expenses below are from the last full year in operation (FY 2018-2019).

Revenue (Sales)	\$35,226.00
Expenses*	
Vendor Consignment Payments	\$24,658.00
Part Time Store Manager (8 hours/week)	\$4,368.00
Sales Tax	\$2,114.00
Total	<u>\$31,140.00</u>
Net	\$4,086.00

**Expenses do not include indirect costs such as marketing or admin costs.*

To reopen the store, new expenses would be required including additional staff hours and consignment software. In addition, the store relied on building foot traffic for customers, especially during large indoor events and rentals. Due to the pandemic, foot traffic has slowed. Staff estimates that the store would not be able to break even.

City management has decided the space will be utilized for shared programming space for the Recreation Department, Troy Public Library, Troy Nature Society, and Troy Historic Village. All parties are interested in working together to create rotating special pop-up programs and educational exhibits. The space could also be a satellite office for other city departments for community outreach. The area could also be used for some smaller senior groups that meet during the day and also host senior health screenings



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CITY COUNCIL AGENDA REPORT

50+ Survey and Programming

Troy Recreation's 50+ Programs Survey is conducted annually, and is open for feedback from mid-November to mid-December. There is a web-link advertised in the Fifty Forward newsletter and e-newsletter, as well as paper copies available at the Troy Community Center front desk. Based on 2021's survey results, the following events and trips were offered for entertainment and socialization opportunities throughout 2022:

Event	Date	Participation
A Night in Hollywood	5/21/22	42 participants
Senior Social & Sweets	8/4/22	72 participants
Senior Expo	9/20/22	Estimated 400-500 visitors
Troy Metro Symphony Concert	11/18/22	187 participants

Trip	Date	Participation
Senior Summer Walking Group	6/1/22 – Beaver Trail Park 6/15/22 – Boulan Park 6/29/22 – Huber Park 7/13/22 – Raintree Park 7/27/22 – Robinwood Park 8/10/22 – Milverton Park	15 participants
Troy Historic Village	7/29/22	10 participants
Detroit Tigers Game <i>*Madison Heights Active Adult Center partnership</i>	9/14/22	22 participants
Addison Oaks County Park <i>*Oakland County Parks partnership</i>	12/5/22	29 participants
Detroit Institute of Arts Museum <i>*Free Senior Visits due to millage</i>	7/26/22 9/27/22 11/3/22 12/8/22	180 total registrations

Troy Recreation partnered with Madison Heights Active Adult Center for the Detroit Tigers Game trip as Madison Heights owns a bus. Oakland County Parks provided a bus for the Addison Oaks County Park trip. Oakland County Parks has provided five senior trips for Troy Recreation to join in 2023, but is no longer able to provide bus transportation. Troy Recreation will have to provide transportation from the Troy Community Center to these offsite locations for trips. This is a hindrance as:

- Troy R.Y.D.E. is not an option as the service is too busy with pickups and drop-offs to and from medical appointments.
- School busses are difficult to book as they need to be on the roads for students in the mornings and afternoons.



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- The price of charter busses/motor coaches has gone up drastically in recent years. For example, the bus company that the DIA provides for free for senior trips quoted \$995.00 to take 32 passengers to the Detroit Zoo.

The Recreation Department has begun culminating a relationship with Oakmont to provide transportation to some local events. They have agreed to provide transportation for our seniors to go to the Detroit Zoo.

In addition to department offerings, Troy Recreation also partners with travel companies to offer both day trips and extended trips for seniors. Bianco Tours provides day trips with round trip motor coach transportation included. The most notable destinations include Firekeepers Casino, Saugatuck, Turkeyville, and Huron Lady II Cruise Ship.

Notably, the Fifty Forward newsletter, published four times per year, was updated in Spring 2022. The Fifty Forward newsletter advertises even more information on all City of Troy offerings. The publication now includes all senior programs from Troy Recreation, Troy Public Library, Stage Nature Center, and Troy Historic Village.

The results of 2022's 192 total respondents will guide department programming and offerings over the next year (four publications). See below for 2022 summary data.

Demographics:

- The majority of respondents are between the ages of 60 and 79.
 - 60-69 About 38%
 - 70-79 About 44%
- 76% of respondents are retired.

Participation Levels:

- About 30% have never participated before
- About 13% have participated for less than 1 year.
- About 25% have participated for 1-5 years.
- About 31% have participated for more than 5 years.
- About 25% said programs are not at a convenient time for them.
- About 21% said programs do not appeal to them.
- About 15% said programs are too expensive.
- About 13% said they are too busy.

Because I participate in 50+ Programs, I . . .

- About 51% agree they see friends more/make new friends.
- About 62% agree they take better care of their health.
- About 76% agree they have something to look forward to.
- About 60% feel more able to stay independent.
- About 66% feel that the 50+ programs have had a positive effect on their life.
- About 68% agree they learn new things.



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- About 66% agree they are more physically active.
- About 73% would recommend the 50+ programs to a friend or family member.

Please put a check in the box that best matches your response for each statement.

- About 88% agree the Troy Community Center is clean and attractive.
- About 78% agree staff is friendly and courteous.
- About 70% agree staff is knowledgeable of activities and services.
- About 48% are happy with the health and wellness programs offered.
- About 47% are happy with the enrichment programs offered.

Takeaways for 2023 – 2024 Planning:

- About 71% are interested in attending concerts.
- About 52% are interested in attending movies.
- About 45% are interested in attending recreation-based lectures.
- About 44% are interested in health screenings (hearing, blood pressure, etc.)

A survey was recently distributed to gain feedback on the new community room and an in-person informational meeting will be held late spring. The updates to the Senior Dining Room using the grant award will provide additional space to offer lectures, drop in card groups, and small group programming.



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O-02b

CITY COUNCIL AGENDA ITEM

Date: April 5, 2023

To: Honorable Mayor and City Council Members

From: Lori Grigg Bluhm, City Attorney
Allan T. Motzny, Assistant City Attorney
Julie Quinlan Dufrane, Assistant City Attorney
Nicole F. MacMillan, Assistant City Attorney

Subject: First Quarter 2023 Litigation Report

The following is the quarterly report of pending litigation and other matters of interest.
Developments during the FIRST quarter of 2023 are in bold.

A. ANATOMY OF THE CASE

Once a lawsuit has been filed against the City or City employees, the City Attorney's office prepares a memo regarding the allegations in the complaint. At that time, our office requests authority from Council to represent the City and/or the employees. Our office then engages in the discovery process, which generally lasts for several months, and involves interrogatories, requests for documents, and depositions. After discovery, almost all cases are required to go through case evaluation (also called mediation). In this process, three attorneys evaluate the potential damages, and render an award. This award can be accepted by both parties, and will conclude the case. However, if either party rejects a case evaluation award, there are potential sanctions if the trial result is not as favorable as the mediation award. In many cases, a motion for summary disposition will be filed at the conclusion of discovery. In all motions for summary disposition, the Plaintiff's version of the facts are accepted as true, and if the Plaintiff still has failed to set forth a viable claim against the City, then dismissal will be granted. It generally takes at least a year before a case will be presented to a jury. It also takes approximately two years before a case will be finalized in the Michigan Court of Appeals and/or the Michigan Supreme Court.

B. ZONING CASES

These are cases where the property owner has sued for a use other than that for which the land is currently zoned and/or the City is suing a property owner to require compliance with the existing zoning provisions.

1. International Outdoor, Inc. v City of Troy - On February 3, 2017, International Outdoor, Inc. filed this lawsuit in the Federal District Court for the Eastern District of Michigan challenging the constitutionality of the City's sign ordinance. International argues, among other things, that since the City does not require permits for temporary signs or special event signs, the permit requirement to erect a billboard is a content-based restriction, allegedly in violation of the 2015 Reed v. Town of Gilbert U.S. Supreme Court case. According to International, the ordinance is unconstitutional and should not



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CITY COUNCIL AGENDA ITEM

have been applied as a basis to deny the permits for its requested billboards. International states it is seeking injunctive and declaratory relief and money damages, but the complaint does not request any specific remedy. However, the case was filed under 42 U.S.C. Section 1983, which allows for the recovery of attorney fees if the plaintiff prevails on any aspect of the case. The lawsuit was assigned to Judge George Caram Steeh. The City filed a motion to dismiss. A hearing on the motion was scheduled for June 26, 2017. On June 30, 2017, the Court entered its order granting in part and denying in part the City's motion to dismiss. The Court granted the City's motion to dismiss Count II of the complaint, which alleged the Sign Ordinance contained content based restrictions imposed without a compelling government interest. However, the Court denied the City's motion as to Count I, which alleged the variance provisions of the Sign Ordinance constituted an unconstitutional prior restraint because it gives the Building Code Board of Appeals unbridled discretion in deciding a variance request. The City filed a motion for reconsideration, which is still pending with the Court. On December 20, 2017, the Court entered its order denying the motion for reconsideration, but clarifying that the Court had not made a final decision on the validity of Troy's Sign Ordinance. The City must now file an answer to Count I of the complaint. The City filed its answer, and the parties are now engaging in discovery. Discovery is continuing. Plaintiffs scheduled depositions of former and select current members of the Building Code Board of Appeals, and the City objected. Plaintiff then filed a motion to compel the depositions, to which the City responded. The Court issued an order stating that there would not be oral argument on the motion, so we are now waiting for the Court's decision concerning these depositions. The Court denied Plaintiff's motion to compel depositions. Plaintiff has now filed a motion for summary judgment, and the City's response is due October 11th. The City filed a response to the motion for summary judgment and a cross motion for summary judgment in favor of the City. A hearing on both the Plaintiff's motion and the City's motion was held on January 16, 2019. On January 18, 2019, the Court issued its opinion and order denying Plaintiff's motion for summary judgment and granting the City's motion for summary judgment. The Court entered a final judgment in the case in favor of the City. Plaintiff has now filed an appeal with United States Court of Appeals for the Sixth Circuit in Cincinnati, Ohio. Plaintiff also filed a motion in the District Court, claiming entitlement to attorney fees based on the Court's rulings, some of which were favorable to the Plaintiff, even though the case was dismissed in favor of the City. The City timely responded to this motion, which is still pending. As required by the Sixth Circuit Court of Appeals, the parties participated in an unfruitful mediation conference call on March 6, 2019. Afterwards, the Sixth Circuit established its appellate briefing schedule, requiring Plaintiff's brief to be filed on or before April 29, 2019, and the City's response is due May 28, 2019. On April 1, 2019, District Court Judge Steeh issued his opinion and order denying the Plaintiff's motion for attorney fees. Plaintiff has filed a second appealing to challenge the denial of attorney fees. On motion of the Plaintiff, the second appeal was consolidated with the initial appeal and the briefing schedule was amended. Plaintiff filed its appellate brief, and the City timely filed its response. The case has been scheduled for oral argument on October 16, 2019 before the U.S. Court of Appeals for the Sixth Circuit in Cincinnati. The Court heard oral arguments on October 16, 2019,



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and the parties are now waiting for the Court to issue its opinion. As of March 31, 2020, the Court had not yet issued an opinion. The parties are still waiting for the Court to issue an opinion. On September 4, 2020, the U.S. Court of Appeals issued an opinion affirming the dismissal of Count I of Plaintiff's complaint, but reversing the lower court's dismissal of Count II and remanding the case. Two judges joined the majority opinion, and the third judge issuing a dissenting opinion, indicating he would have affirmed the dismissal of Count II. The City has filed a motion for rehearing en banc, requesting rehearing before the entire panel of U.S. Sixth Circuit Court of Appeals judges, seeking an affirmation of the dismissal of Count II. On December 21st, the Sixth Circuit Court of Appeals entered an order denying the City's motion for rehearing en banc. The case was remanded to the District Court. Judge Steeh directed the parties to file supplemental briefs on remand. The City filed its supplementary brief and a reply to Plaintiff's supplementary brief. We are awaiting a decision from the Court. On April 6, 2021, the Court entered an Order Dismissing Count II of Plaintiff's Complaint and Denying Plaintiff's Motion for Attorney Fees and it entered a Judgment in favor of the City. On April 19, 2020, the Plaintiff filed a motion for reconsideration of the Court's April 6, 2021 decision. On May 5, 2021, the Court denied Plaintiff's motion for reconsideration. On June 1, 2021, Plaintiff filed an appeal in United States Court of Appeals for the Sixth Circuit. Plaintiff filed its appellate brief, and the City timely responded. The parties are now waiting for the Sixth Circuit U.S. Court of Appeals to either grant oral argument or take other action. The Court has not scheduled oral argument or taken other action. The parties are still waiting for the Court's action. **The Court has scheduled oral argument for June 14, 2023. The Court has also notified the parties that they may file supplemental briefs by May 1, 2023 to address whether a recent U.S. Supreme Court decision (*City of Austin, Texas v Reagan National Advertising of Austin, LLC*) has any bearing on the appeal.**

2. Tollbrook, LLC v City of Troy - Tollbrook submitted an application for a rezoning of three parcels on McClure, from one family residential zoning to Big Beaver Form Based District zoning. This application was proposed as a straight rezoning request, and was denied by Troy City Council, consistent with the recommendation from the Planning Commission. Plaintiff filed this Complaint, alleging substantive due process violations. Plaintiff filed it in Oakland County Circuit Court, and the City removed it to federal court, since the parties previously litigated a very similar case before Judge Goldsmith. Plaintiff then filed a motion to request a transfer of the case back to the Oakland County Circuit Court. This motion was briefed by the parties, and is pending. The motion is still under advisement. On March 5, 2021, Judge Goldsmith entered an Order, remanding the case to the Oakland County Circuit Court. Plaintiff submitted a proposed confidential settlement offer that was considered and rejected by City Council. The City subsequently filed a Motion for Consolidation and Request for Transfer which was denied by the Circuit Court. This case is now in the discovery phase. The City of Troy filed a motion to dismiss with oral argument scheduled for March 9, 2022. The Court adjourned oral argument on its own motion. The parties are waiting for the Court to either reschedule argument or issue an opinion and order. The Court entered an Order reassigning this case to Judge Matis of the Oakland County Circuit Court. Plaintiff



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CITY COUNCIL AGENDA ITEM

subsequently filed a motion objecting to the reassignment which will be argued on July 6, 2022. The Court also scheduled a pre-trial conference for the same date to discuss scheduling the City's outstanding Motion to Dismiss. At the pre-trial, Plaintiff's counsel asked the Court for permission to file a supplemental brief. The Court granted that request. Plaintiff then filed a brief which included some additional affidavits, and the City timely responded. The Court scheduled oral argument for October 12, 2022. The Court issued an opinion on December 13, 2022 granting in part and denying in part the City's Motion to Dismiss. The Court dismissed Plaintiff's Substantive Due Process claim, but ruled that Plaintiff's Takings Claim could proceed. The parties will engage in the discovery process pursuant to a scheduling order to be entered by the Court.

Discovery continues in this case.

3. Tollbrook West LLC. v City of Troy - Tollbrook West submitted an application to rezone two parcels located at 3109 Alpine and an adjacent vacant parcel from R-1B to Big Beaver District zoning. This straight rezoning application was denied by the Troy City Council on July 22, 2019, consistent with the Planning Commission recommendation. Plaintiff filed this Complaint, alleging substantive due process violations. Plaintiff filed it in Oakland County Circuit Court, and the City removed it to federal court, since the parties previously litigated a very similar case before Judge Goldsmith. Plaintiff then filed a motion to request a transfer of the case back to the Oakland County Circuit Court. This motion was briefed by the parties, and is pending. The motion is still under advisement. On March 5, 2021, Judge Goldsmith entered an Order, remanding the case to the Oakland County Circuit Court. Plaintiff submitted a proposed confidential settlement offer that was considered and rejected by City Council. The City subsequently filed a Motion for Consolidation and Request for Transfer which was denied by the Circuit Court. This case is now in the discovery phase. The City of Troy filed a motion to dismiss with oral argument scheduled for March 9, 2022. The Court adjourned oral argument on its own motion. The parties are waiting for the Court to either reschedule argument or issue an opinion and order. The Court entered an Order reassigning this case to Judge Matis of the Oakland County Circuit Court. Plaintiff subsequently filed a motion objecting to the reassignment which will be argued on July 6, 2022. The Court also scheduled a pre-trial conference for the same date to discuss scheduling the City's outstanding Motion to Dismiss. At the pre-trial, Plaintiff's counsel asked the Court for permission to file a supplemental brief. The Court granted that request. Plaintiff then filed a brief which included some additional affidavits, and the City timely responded. The Court scheduled oral argument for October 12, 2022. The Court issued an opinion on December 13, 2022 granting in part and denying in part the City's Motion to Dismiss. The Court dismissed Plaintiff's Substantive Due Process claim, but ruled that Plaintiff's Takings Claim could proceed. The parties will engage in the discovery process pursuant to a scheduling order to be entered by the Court.

Discovery continues in this case.

4. Safet Stafa v. City of Troy- Plaintiff's case against the City of Troy seeks equitable relief from the Oakland County Circuit Court. Specifically, Plaintiff asks for a writ of mandamus or alternatively superintending control, requiring the City to grant Plaintiff's preliminary site plan



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application for a townhome project located on the northwest corner of Crooks and Wattles Roads. The Troy Planning Commission denied the preliminary site plan application because it found that the site plan was not compatible with adjacent properties and that it did not provide adequate transition to adjacent properties. Plaintiff appealed the Planning Commission's denial to the Troy Zoning Board of Appeals (ZBA). In a split vote of 4-3, the ZBA affirmed the Planning Commission decision. The City initially filed a Motion to Dismiss, but instead of responding to that motion directly, Plaintiff was allowed to file an Amended Complaint, which the City will ask to dismiss. Five Troy citizens, including one current member of the Troy Planning Commission, filed a Motion to Intervene in the lawsuit. The Court has scheduled oral argument for the residents' motion to intervene and the motion to dismiss for October 27, 2021. The City of Troy filed its Motion to Dismiss Plaintiff's Amended Complaint, which was granted by the Court on November 17, 2021. Plaintiff subsequently filed a Claim of Appeal with the Court of Appeals, which is in the process of being perfected. Plaintiff is continuing to complete the preliminary matters in the Court of Appeals. Plaintiff filed his Brief on Appeal on May 18, 2022. The City's Brief on Appeal is due on July 15, 2022. The City timely filed its Brief on Appeal, and the parties are waiting for the Court to schedule argument. The parties are still waiting for the Court of Appeals to schedule oral argument or in the alternative, issue its opinion in lieu of holding oral argument. **The Court of Appeals scheduled oral argument for April 5, 2023.**

C. EMINENT DOMAIN CASES

These are cases in which the City wishes to acquire property for a public improvement and the property owner wishes to contest either the necessity or the compensation offered. In cases where only the compensation is challenged, the City obtains possession of the property almost immediately, which allows for major projects to be completed.

There are no pending eminent domain cases for this quarter.

D. CIVIL RIGHTS CASES

These are cases that are generally filed in the federal courts, under 42 U.S.C. Section 1983. In these cases, the Plaintiffs argue that the City and/or police officers of the City of Troy somehow violated their civil rights.

1. Gillman v. Troy et. al - Steven Gillman filed this lawsuit on November 29, 2021, as the Personal Representative of the Estate of Megan Miller. Ms. Miller died after being detained in the City's lock up facility on an alleged parole violation and also because Troy police officers wanted to speak with her about the death of her infant child. The Complaint alleges that while Miller was in custody, the City and its employee knew or should have known that she was suffering from a serious medical need associated with recent drug use. The Complaint alleges that the City and its employee were deliberately indifferent to Miller's serious medical needs, and that the City maintained an unconstitutional custom, policy, practice or custom and/or inadequately trained its personnel which resulted in the wrongful death of Miller while she was in the City's custody. Plaintiff's 42 U.S.C. Section 1983 claims are asserted under the Eighth



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and Fourteenth Amendments of the United States Constitution. Plaintiff also asserts a state law claim against the individual employee for alleged gross negligence. The City timely filed its answer to the Complaint. The Court held a scheduling conference and the parties are engaging in the discovery process. The discovery process continues. Discovery continues. Plaintiff filed a Motion to Extend Discovery which was granted by the Court, so discovery continues and depositions have been scheduled. **Discovery closed in this matter on February 10, 2023. The City timely filed its Motion for Summary Judgment on February 17, 2023.**

E. PERSONAL INJURY AND DAMAGE CASES

These are cases in which the Plaintiff claims that the City or City employees were negligent in some manner that caused injuries and/or property damage. The City enjoys governmental immunity from ordinary negligence, unless the case falls within one of four exceptions to governmental immunity: a) defective highway exception, which includes sidewalks and road way claims; b) public building exception, which imposes liability only when injuries are caused by a defect in a public building; c) motor vehicle exception, which imposes liability when an employee is negligent when operating their vehicle; d) proprietary exception, where liability is imposed when an activity is conducted primarily to create a profit, and the activity somehow causes injury or damage to another; e) trespass nuisance exception, which imposes liability for the flooding cases.

1. Tschirhart v. Troy - Plaintiff filed this wrongful death lawsuit against the City, claiming that the City and individual City employees and contractors were responsible for the drowning death of Plaintiff's son, Shaun Tschirhart, at the Community Center pool on April 15, 2015. Shaun was swimming in the pool that day as part of a Friendship Club activity, and unfortunately suffered a seizure while swimming. Plaintiff's complaint alleges gross negligence, and an alleged failure to properly screen, train, and supervise City employees. The case is assigned to Oakland County Circuit Court Judge Daniel O'Brien. As its first responsive pleading, the City filed a motion for dismissal, arguing that Plaintiff had failed to assert a viable claim against the City. This motion is pending before the Court. The Court denied the City's motion, and the City immediately filed a claim of appeal with the Michigan Court of Appeals, challenging the denial of governmental immunity. A timely brief on appeal will be filed once the Court issues a briefing schedule. The City's brief on appeal is due February 7, 2019. A timely brief on appeal was filed by the City of Troy Defendants. Plaintiff's brief on appeal is expected to be filed by April 12, 2019. The briefs have been submitted, and the parties are waiting for the Court to schedule oral argument. Oral argument was held on December 6, 2019 in the Court of Appeals. On December 17, 2019, the Court issued an Opinion and Order reversing the trial court's decision, agreeing with the City that summary disposition should have been granted to the City of Troy and the individually named Troy defendants. The Court, however, remanded the case to the trial court, allowing Plaintiff an opportunity to seek leave to amend her Complaint. Plaintiff filed an application for leave to appeal with the Michigan Supreme Court. The parties anticipate that oral argument will be scheduled for March or April 2021. The Michigan Supreme Court did not schedule this matter for its March, April, or May docket, so the parties are



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hoping that oral argument on the application will happen in June 2021. The parties are still waiting for the Michigan Supreme Court to schedule oral argument in this matter. The Michigan Supreme Court scheduled oral arguments for November 9. The Supreme Court issued its opinion, remanding this case back to the Oakland County Circuit Court for a decision consistent with part of the Court of Appeals' decision. Plaintiff filed a motion in Oakland County Circuit Court to lift the stay entered in this matter which was granted by the Court on March 23, 2022. Subsequently, Plaintiff filed a motion seeking leave to file an amended Complaint in this matter. The City filed a motion opposing this request. The Court will hear oral argument on this motion on April 20, 2022. On April 20, 2022, the Court denied plaintiff's motion seeking leave to amend the Complaint, dismissing the case. Plaintiff filed an appeal of this decision. Plaintiff filed a motion to extend the time for filing the brief on appeal with the Court of Appeals, and then timely filed her appellate brief on September 23, 2022. The City will file a timely Brief on Appeal. The City timely filed its Brief on Appeal, and the parties are waiting for the Court of Appeals to schedule oral argument. **The Court of Appeals scheduled oral argument for May 2, 2023.**

2. **Angela Blanchard v. City of Troy, et al.** – Plaintiff filed a lawsuit against the City and an individual police officer, alleging that she sustained injuries from an automobile accident. The officer driving approximately 10 mph through the intersection crossing Big Beaver Road, in pursuit of another speeding vehicle. Although he activated his overhead lights, there was a collision with Plaintiff's vehicle. Plaintiff alleges negligence and gross negligence, and damages in excess of \$25,000. The case is assigned to Oakland County Circuit Court Judge Jeffrey S. Matis. The City timely filed its answer to the complaint and asserted affirmative defenses.

F. MISCELLANEOUS CASES

1. Michigan Association of Home Builders; Associated Builders and Contractors of Michigan; and Michigan Plumbing and Mechanical Contractors Association v. City of Troy - The Plaintiffs filed a complaint for Declaratory and Injunctive Relief in the Oakland County Circuit. On the date of filing the Plaintiffs also filed a Motion for Preliminary Injunction and Order to Show Cause. The Plaintiffs allege that the City of Troy has violated Section 22 of Michigan's Stille-DeRossett Hale Single State Construction Code Act by collecting fees for building department services that are not reasonably related to the cost of providing building department services. They are alleging that the City of Troy has illegally entered into a contract with Safe Built of Michigan, Inc. for building services that provides that 20% of each building permit fee be returned to the City to cover services that are not "reasonably related to the cost of building department services," as required by state statute. The Plaintiffs also assert a violation of the Headlee Amendment, arguing that the 20% returned to the City is a disguised tax that was not approved by voters. The Plaintiffs are asking for a declaratory judgment, as well as a return of any "surplus" building department service funds collected to date. Plaintiffs also request an order requiring the City to reduce its



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building department fees. The City of Troy was served with the Complaint and the Motion for Preliminary Injunction and Order for Show Cause on Wednesday, December 15, 2010. The parties were required to appear at Court on Wednesday, December 22, 2010, but the Court did not take any action at that time. Instead, the Court adjourned the matter to January 19, 2011. In the interim, the parties may engage in preliminary discovery in an attempt to resolve this matter. The parties are conducting discovery. The parties have completed discovery. Trial in this matter is scheduled for January 30, 2012. After being presented with motions for summary disposition, the Court ordered the parties to engage in mediation with a neutral municipal audit professional. Financial documents concerning this case are now being reviewed by an independent CPA. It is expected that the April 19, 2012 trial date will be postponed until after this review is complete. Mediation was unsuccessful in resolving this case, and therefore the Court is expected to issue an order on the pending Summary Disposition Motions. The trial date has been adjourned. On November 13, 2012, Oakland County Circuit Court Judge Shalina Kumar issued her order in favor of the City, and dismissed this case. Plaintiffs filed an appeal, which is now pending in the Michigan Court of Appeals. Appellant's brief is expected to be filed soon. The parties timely filed their appellate briefs, and are now waiting for the Court of Appeals to schedule a date for oral argument. The Court of Appeals has not yet scheduled oral argument for this case. The parties are still waiting for a date for oral argument. Oral argument was held on March 4, 2014. On March 13, 2014, the Court of Appeals issued its opinion ruling in the City's favor and affirming the Circuit Court's decision dismissing the case. On April 23, 2014, Plaintiff Home Builders filed an Application for Leave to Appeal with the Michigan Supreme Court. Troy's response was filed on May 19, 2014. The Michigan Supreme Court considered the application for leave to appeal and ordered that the matter be scheduled for oral argument. The Court also permitted the parties to submit supplemental briefs, which are due October 29, 2014. The City timely filed its supplemental brief with the Michigan Supreme Court. The parties are now waiting for the Court to set a date for oral argument on the application. The Michigan Supreme Court entertained oral arguments on the application for leave to appeal on March 11, 2015. On June 4, 2015, the Michigan Supreme Court reversed the decisions of the Court of Appeals and the Circuit Court and ruled there was no requirement for Plaintiffs to exhaust their administrative remedies. The case was remanded to Circuit Court for further proceedings. A status conference was held on June 18, 2015 with Judge Kumar. During the status conference, Judge Kumar scheduled a hearing for September 2, 2015, allowing the parties to address the issues that were previously raised in the motion for summary disposition but were not decided since the case was initially dismissed for failure to exhaust administrative remedies. At the hearing on September 2, 2015, Judge Kumar allowed Plaintiffs to request additional discovery within 30 days. Thereafter, both parties are allowed to file supplemental briefs. Supplemental briefs have been filed and we are awaiting a decision. On February 5, 2015, Judge Kumar issued her opinion and order ruling in favor of the City and dismissing the case. Plaintiffs filed a Claim of Appeal with the Michigan Court of Appeals on February 23, 2016. The Plaintiffs and the City have both filed appellate briefs. Based on our request, the



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Michigan Municipal League Legal Defense Fund, Public Corporations Section of the State Bar of Michigan, Michigan Townships Association and also Safe Built have filed a motion asking for permission to file amicus briefs supporting the City's position. The Michigan Association of Realtors has sought permission to file an amicus brief supporting Plaintiffs' position. The Plaintiffs filed a reply brief. We are waiting for the Court of Appeals to rule on the motions for amicus briefs and to schedule a date for oral argument. Oral argument has not yet been scheduled. The parties presented oral arguments on September 7, 2017. On September 28, 2017, the Court of Appeals entered a two to one decision affirming the Circuit Court's grant of summary disposition in favor of the City. The Plaintiffs have filed an application for leave to appeal to the Michigan Supreme Court. The City timely filed an answer to the application. Additionally, the Michigan Municipal League's Legal Defense Fund, the Government Law Section of the State Bar of Michigan, and the Michigan Townships Association filed a motion to file an amicus curiae brief with the Supreme Court, supporting the City's position and asking for a denial of the application for leave to appeal. The Court granted the request for MML's amicus brief on January 5, 2018, and the brief was accepted for filing. The Michigan Realtor's Association filed a motion to file an amicus brief on behalf of Plaintiff Home Builders on February 23, 2018. On June 20, 2018, the Michigan Supreme Court entered an order granting the Michigan Realtor's Association's motion to file a brief amicus curiae. The Court also ordered that oral arguments be scheduled on Plaintiff's application for leave to appeal, and established a schedule for submitting supplemental written briefs. The Court accepted an amicus brief from the Michigan Health and Hospital Association and the Michigan Society of Association Executives, which was drafted by the attorney representing the Home Builders. The parties are now waiting for the Supreme Court to schedule oral argument. On December 19, 2018, the Michigan Manufacturers Association filed a motion to file a brief amicus curiae, and attached its proposed brief to the motion. On December 21, 2018, the Supreme Court granted the motion and accepted the brief that was submitted on December 19, 2018 for filing. The Michigan Supreme Court presided over the oral argument on March 7, 2019. After oral argument, the Court granted a motion to file a late amicus curiae brief. The City filed a response seeking to address the arguments raised in that brief and attached a proposed response. On April 5, 2019, the Court granted the City's motion to file a response to the amicus curiae brief and accepted the City's response for filing. The parties are now waiting for the Supreme Court to issue its opinion. On July 11, 2019, the Michigan Supreme Court entered its decision holding that the use of the revenue generated by the City's building inspection fees to pay the Building Department's budgetary shortfalls in previous year's violates the State Construction Code Act. The Court reversed the decisions of the Court of Appeals and the Circuit Court and remanded the case back to the Circuit Court for further proceedings. On remand the City can still present evidence to justify the retention of a portion of the fees. The Court permitted additional discovery, as requested by Plaintiff, and the City has responded to the numerous discovery requests. The Plaintiffs sought additional discovery, which the City objected to. The Plaintiffs then filed a motion to compel additional discovery and the City filed a response to the motion. The parties resolved the motion without a hearing with a stipulated order in



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which the City agreed to provide some additional information, which has now been provided. The Plaintiffs have now indicated they would like to take some depositions. Because of the Emergency Declaration, and the difficulty in conducting depositions, Plaintiff filed a motion to extend the discovery deadline, and the City has not objected to this Motion. The Court has scheduled a new trial date. Plaintiffs filed a motion for summary disposition. The Court issued a scheduling order, requiring the City to respond on or before November 18, 2020, and scheduling the hearing for December 2. Oral argument was held on the summary disposition motion on December 2nd. We are awaiting a decision from the Court. The Court granted Plaintiffs' motion to file supplemental information. Plaintiffs then filed a supplementary brief, and the City filed its response. We are awaiting a decision by the Court on the summary disposition motion. On May 26, 2021, the Court entered its opinion and order denying both requests for summary disposition. The Court ruled that the Michigan Association of Home Builders had standing to pursue a claim under the Headlee Amendment but it dismissed the Headlee Amendment claims of Associated Builders and Contractors of Michigan and Michigan Plumbing and Mechanical Contractors Association on the basis those Plaintiffs did not establish standing. The case will now proceed to trial unless otherwise resolved through facilitation. The Court has scheduled a status conference for June 30th. The Court ordered facilitation, which was unsuccessfully accomplished on September 15, 2021. The Court also allowed the Plaintiff to take a late deposition of the City's Chief Financial Officer Rob Maleszyk, who was not employed during by the City prior to the discovery cut-off date. The case will now proceed to trial, and the Court has scheduled a status conference for October 19, 2021. The Court adjourned the status conference to November 2, 2021 and subsequently adjourned it to January 14, 2022. The case was re-assigned to visiting Judge Sosnick since Judge Kumar was appointed to serve as a Judge in Federal Court. The status conference was then adjourned to March 1, 2022. However, the case was then re-assigned to the newly appointed Judge Cohen and the status conference was rescheduled for April 5, 2022. On April 5, 2022, Judge Cohen held a status conference, and he scheduled trial for August 2, 2022. The trial commenced on August 2, 2022 and the testimony was concluded on August 3, 2022. Rather than hear closing arguments, the Court directed the parties to submit closing argument briefs within two weeks after a transcript of the testimony is prepared. The Court reporter has notified the parties the transcript will not be available until late October, 2022. The transcript of the trial was filed with the Court, and the parties were then required to simultaneously file written closing arguments, which were timely filed. Afterwards, the City filed a motion asking for permission to file a supplemental response to Plaintiff's closing argument and the Plaintiff opposed that motion. On November 30th, Judge Cohen granted the City's motion, and allowed Plaintiff to file a supplemental response too, and these were timely filed. We are now awaiting a decision from the Court. **On February 2, 2023, Judge Cohen issued his opinion and order after bench trial. He found in favor of the Plaintiff on its Construction Code claim and enjoined the City from considering the work of non-building department employees in the calculation of building department expenses when determining what to charge for building permits. However, the Court ruled in favor of the City on Plaintiff's Headlee Amendment claim and ruled the Plaintiff**



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did not establish standing and dismissed that claim. Plaintiff then filed a motion to amend the judgment or for a new trial, and the City responded. The trial Court denied Plaintiff's motion. On March 2, 2023, Plaintiff filed a claim of Appeal in the Michigan Court of Appeals appealing Judge Cohen's decision to dismiss Plaintiff's Headlee Amendment Claim and his denial of the motion to amend judgment. On March 9, 2023, the City filed a Claim of Cross Appeal appealing the previous decision of Judge Kumar denying the City's request for summary disposition and Judge Cohen's decision finding in favor of Plaintiff on the Construction Code claim.

2. R.W. Development, LLC and Stutz Investment v. City of Troy, et al. – Plaintiff R W Development filed this re-plat lawsuit in Oakland County Circuit Court, and it has been assigned to Judge Daniel P. O'Brien. As required by State Law, all parties with property interests within 300 feet of the proposed re-plated area are required to be named as defendants unless they provide written consent to the requested re-plat. Plaintiff is proposing new development at 1700 Stutz, in the City of Troy. The proposed re-plat seeks to vacate an easement for public utilities and vehicular access over the most westerly 40 feet and northerly 50 feet of the property. The vacation is necessary in order for Plaintiff to proceed with its proposed development. Plaintiff has been obtaining consents to the plat revision from some of the co-defendants, and the City Council will be asked to take action in January 2023 on the requested re-plat and vacation of the public utility easement. **Plaintiff has experienced some delays in seeking relief from the State of Michigan.**
3. Butris v City of Troy- This is claim and delivery action seeking the return of a handgun that was confiscated when Plaintiff was arrested for the felony of unlawfully carrying a concealed dangerous weapon. Plaintiff is also seeking return of a rifle that was turned over to the Troy Police Department as condition of bond. The felony charge was dismissed by the state law prosecutor in exchange for a plea to the reduced charge of brandishing a firearm. There is also evidence the Plaintiff was using a controlled substance at the time of his arrest. The City filed an answer to the complaint, and an answer to Plaintiff's motion seeking immediate possession of the firearms. Judge McGinnis of the 52-4 District Court denied Plaintiff's motion on December 21, 2022, and scheduled the case for a pretrial conference on February 1, 2023. Plaintiff subsequently voluntarily agreed to dismiss his case. **An order dismissing the case was filed on January 3, 2023, and this case is now concluded.**
4. Woods v City of Troy- This is claim and delivery action seeking the return of a handgun and a rifle that were confiscated when Plaintiff was arrested for unlawfully carrying concealed dangerous weapons. The City filed an answer to the complaint, and an answer to Plaintiff's motion seeking immediate possession of the firearms. This case is assigned to 52-4 District Judge Maureen M. McGinnis, with a hearing date of January 4, 2023. **Judge McGinnis denied Plaintiff's motion, and scheduled this case for a pre-trial. On March 15, 2023, this case was dismissed due to Plaintiff's failure to appear for two scheduled court hearings. This case is now concluded.**



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5. Kiefer v City of Troy- This is claim and delivery action seeking the return of a handgun and a knife. The handgun was confiscated by the Troy Police when they received information the Plaintiff was in a suicidal state and they located the Plaintiff with the handgun nearby. The City does not have possession of the knife. The City filed an answer to the complaint, and an answer to Plaintiff's motion seeking immediate possession of the firearm. A hearing on the motion for immediate possession is scheduled for January 11, 2023 before 52-4 District Judge Kirsten Nielsen Hartig. **On January 5, 2023, a final order was entered allowing the handgun to be returned to a third party. This case is now concluded.**
6. Tyson v City of Troy- This is claim and delivery action filed by Plaintiff seeking the return of a knife that was confiscated when the Plaintiff was arrested for assault and two handguns and ammunition that were turned over to the Troy Police as a condition of bond. The City filed an answer to the complaint, and an answer to Plaintiff's motion seeking immediate possession of the firearms. A hearing on the motion for immediate possession is scheduled for January 25, 2023 before 52-4 District Judge Kirsten Nielsen Hartig. **On January 25, 2023, the Court adjourned the hearing on the motion for immediate possession to February 1, 2023 at Plaintiff's request. On February 1, 2023, the Court adjourned the case for 30 days to allow the parties to discuss a resolution. On February 7, 2023, the Court entered a stipulated order allowing the property to be returned third parties. This case is now concluded.**
7. Harden v City of Troy- This is a claim and delivery action seeking the return of three handguns that were turned over to the Troy Police Department as a condition of bond after Plaintiff was charged with domestic assault. The City filed an answer to the complaint, and an answer to Plaintiff's motion seeking immediate possession of the firearms. At the March 29, 2023 scheduled hearing on the motion for immediate possession, 52-4 District Judge Kirsten Nielsen Hartig rescheduled the case for hearing on April 19, 2023, since there was not enough time to conduct a full hearing on that day.
8. Dozier-Giles v City of Troy- This is claim and delivery action seeking the return of a firearm that was confiscated by Troy police officers when they responded to a welfare check on Plaintiff after she sent disturbing text messages to her friend. The City filed an answer to the complaint, and an answer to Plaintiff's motion seeking immediate possession of the firearm. At the March 29, 2023 hearing on the motion for immediate possession, 52-4 District Judge Kirsten Nielsen Hartig adjourned the hearing until April 19, 2023 to allow the parties an opportunity to work out a resolution.

G. CRIMINAL APPEALS/ DISTRICT COURT APPEALS

These are cases involving an appeal from a decision of the 52-4 District Court in an ordinance prosecution case.

There are no pending criminal appeals or district court appeals.



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H. ADMINISTRATIVE PROCEEDINGS

The City Attorney's Office has filed appearances in eleven Tax Tribunal cases which challenge the City Assessor's determinations for the 2022 Tax Year. Many of these cases are scheduled for hearings.

If you have any questions concerning these cases, please let us know.



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O-02c

Date: April 5, 2023

To: Honorable Mayor and City Council Members

From: Mark F. Miller, City Manager
Lori Grigg Bluhm, City Attorney

Subject: Volunteer Firefighter Incentive Plan (VFIP) Replacement Plan Recommendation

Background

In late 2022, the Internal Revenue Service ("IRS") determined the City of Troy Incentive Plan for Volunteer Firefighters ("Current VFIP") is not a length of service award plan ("LOSAP") as intended because it provides benefits in amounts that are greater than those allowed by the Internal Revenue Code ("Code"). This means the Current VFIP has undesirable tax consequences for both the volunteer firefighters and the City. The City made extensive efforts to challenge the IRS determination, but was unsuccessful in changing the IRS's characterization of the Current VFIP.

Accordingly, the City plans to close the Current VFIP and establish a replacement incentive plan ("Replacement Plan") in order continue retaining and rewarding volunteer firefighters for performing an essential governmental function while mitigating undesirable tax consequences. The IRS has indicated that closure of the Current VFIP must be completed as soon as possible to minimize the adverse tax consequences. However, the Current VFIP requires the City to provide the Voluntary Incentive Committee with at least ninety (90) days advance notification that the closure of the Current VFIP will be submitted to the City Council for consideration. On January 11, 2023, the City provided official notice to the Voluntary Incentive Committee of its intent to recommend a resolution close the Current VFIP and associated trust and establish a Replacement Plan and trust on for the April 17, 2023 regular City Council meeting.

On January 11, 2023, the City also provided the Voluntary Incentive Committee with a draft Replacement Plan to demonstrate the City's desire to retain current volunteer firefighters and continue rewarding them for performing an essential governmental function. However, the draft Replacement Plan prompted dissatisfaction from many volunteer firefighters. The City and the Volunteer Incentive Committee met again on January 26, 2023 to discuss the closure of the Current VFIP and associated trust and establishment of a Replacement Plan and trust.

The City created its first volunteer firefighter incentive plan in 1979 and has a long history of cooperation with the volunteer firefighters to ensure the incentive plan remains mutually beneficial. Unfortunately, the confidential nature of the IRS audits limited the City's disclosure options before January 11, 2023. However, the City and the Volunteer Incentive Committee have met five times (January 26, February 9, March 2, March 16 and March 23, 2023) since then to discuss the closure of the Current VFIP and associated trust and establishment of a Replacement Plan and trust.

Based on input from the Volunteer Incentive Committee, City Administration is preparing an updated Replacement Plan recommendation for City Council consideration on April 17, 2023. City staff is working with outside legal counsel to ensure implementation of the Replacement Plan meets the City's retention goals on a tax advantageous basis. The following terms will be a part of City Administration's recommended replacement plan and trust for the April 17, 2023 City Council meeting.



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Replacement Plan Parameters

- Compensation must retain volunteers to maintain the Troy Fire Department's unique combination of full-time staff and volunteer members.
- 30% Station officer premium recommended.

Replacement Plan Recommendation as of April 5, 2023

- Effective May 1, 2023 through June 30, 2024.
- Annual cost of living adjustments beginning July 1, 2024 to be determined.

Firefighter			
Tier	Years	Compensation	\$/year
1	10	\$75,000	\$7,500
2	5	\$75,000	\$15,000
3	5	\$75,000	\$15,000
4	5	\$75,000	\$15,000
5	5	\$75,000	\$15,000
Total	30	\$375,000	\$12,500

Officer			
Tier	Years	Compensation	\$/year
1	10	\$97,500	\$9,750
2	5	\$97,500	\$19,500
3	5	\$97,500	\$19,500
4	5	\$97,500	\$19,500
5	5	\$97,500	\$19,500
Total	30	\$487,500	\$16,250

Estimated Annual Cost

The annual cost to the City will depend on the number of volunteers and their years of accrued service. Age is a factor in the Current VFIP but is not a factor in the Replacement Plan. Each fire station is authorized for 30 volunteers including six officers (180 total potential Participants). Actual volunteers and years of accrued service for the last five years was as follows:

Year Ended	0-9 Years	10-30 Years	Active Participants
December 31, 2018	97	55	152
December 31, 2019	100	55	155
December 31, 2020	78	58	136
December 31, 2021	78	62	140
December 31, 2022	79	60	139
Average	86	58	144

The annual cost will also depend on the number of station officers. Each fire station is authorized for six (6) station officers (36 total potential station officers). There are currently eight (8) station officers with 0-9 years and 23 station officers with 10-30 years.



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The following table calculates the estimated annual cost of the Replacement Plan based on 144 volunteers (30 station officers and 114 other firefighters) with 80 volunteers (56%) in Tier 1 and 64 volunteers (44%) in Tiers 2-5. This is consistent with the recent averages, but more than the current number of participants (31 station officers and 104 other firefighters).

Tier	Firefighter \$/Year	Firefighters	Officer \$/Year	Officers	Subtotal	FICA (7.65%)	Grand Total
Tier 1	\$7,500	72	\$9,750	8	\$618,000	\$47,277	\$665,277
Tiers 2-5	\$15,000	42	\$19,500	22	\$1,059,000	\$81,014	\$1,140,014
		114		30			\$1,805,291

Estimated Annual Cost Comparison

This estimated annual cost of the Replacement Plan is approximately \$1.1 million greater than the normal cost of the Current VFIP (approximately \$700,000; see table below). However, the City's Actuarially Determined Contribution (ADC) has been approximately \$1.7 million in recent years because of the Current VFIP's Unfunded Actuarial Accrued Liability (UAAL). The City has been spending approximately \$1 million annually to fully fund the UAAL over a 25-year closed amortization period. Instead, the UAAL will be fully funded in the current fiscal year when the Current VFIP is closed and corresponding lump sum payments are made. The City's total annual cost would have significantly decreased after the UAAL was fully funded in 23 years. Instead, the cost of the Replacement Plan will continue in perpetuity.

Actuarial Valuation Date	Normal Cost	Unfunded Actuarial Accrued Liability (UAAL) ¹	Actuarially Determined Contribution (ADC)	Fiscal Year Ending
December 31, 2018 &	\$549,733	\$769,539	\$1,319,272	June 30, 2021
December 31, 2019 *	\$738,080	\$1,021,628	\$1,759,708	June 30, 2022
December 31, 2020 &	\$666,454	\$986,259	\$1,652,713	June 30, 2023
December 31, 2021	\$705,555	\$984,429	\$1,689,984	June 30, 2024
December 31, 2022	\$742,381	\$922,404	\$1,664,785	June 30, 2025

1 Amortized over a 25-year closed period (23 years remaining as of December 31, 2022)

& After changes in actuarial assumptions

* After changes in benefit provisions

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Shared Exposures
sharedexposures@comcast.net



Troy Police Dept.
Dear Sis,

Just a note of thanks to Officer
Alan #35. He took the report on my
car accident on Tues. Mar. 14th. It was
my 1st accident in 60 yrs of driving, and
Officer Alan was so calm & efficient, it
certainly calmed me down! I thank him,
for all his kindness that afternoon.

Sincerely,

Barbara M. Jordan.

From: [REDACTED]
Sent: Tuesday, March 21, 2023 10:02 AM
To: Police Records Public Mailbox <PoliceRecords@troymi.gov>
Subject: My Thanks

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 want to express my thanks to Officer Moriarty for his help and kindness on Sunday the 19th. I had a vehicle malfunction and Officer Moriarty stayed through the whole ordeal of waiting for a tow truck. He is a Gold Star!

I have lived in Troy for a long time and the outstanding Police Department makes Troy a great City.

Thank you all.

Linda Krebs

Sent from [Mail](#) for Windows