



# TROY CITY COUNCIL

## REGULAR MEETING AGENDA

**APRIL 17, 2023**

**CONVENING AT 7:30 P.M.**

**Submitted By  
The City Manager**

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

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500 West Big Beaver  
Troy, MI 48084  
troymi.gov

The Honorable Mayor and City Council Members

City of Troy  
500 West Big Beaver  
Troy, MI 48084

Dear Mayor and City Council Members:

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

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

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

Respectfully,

Mark F. Miller,  
City Manager



## 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 14<sup>th</sup> 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 17, 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](http://www.troymi.gov/webcast)

or on Local Access Cable Channels

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

**INVOCATION:** 1

**PLEDGE OF ALLEGIANCE:** 1

**A. CALL TO ORDER:** 1

**B. ROLL CALL:** 1

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D-1 No Carryover Items 1

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**INVOCATION:****PLEDGE OF ALLEGIANCE:****A. CALL TO ORDER:****B. ROLL CALL:**

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

Excuse Absent Council Members:

Suggested Resolution

Resolution #2023-04-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of \_\_\_\_\_ at the Regular City Council of April 17, 2023, due to \_\_\_\_\_.

Yes:

No:

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

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**C-1** No Certificates of Recognition and Special Presentations

**D. CARRYOVER ITEMS:**

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**D-1** No Carryover Items

**E. PUBLIC HEARINGS:**

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**E-1** Volunteer Firefighter Incentive Plan (VFIP) Termination (*Introduced by: Mark F. Miller, City Manager, and Lori Grigg Bluhm, City Attorney*)

Suggested Resolution

Resolution #2023-04-

Moved by

Seconded by

WHEREAS, The City of Troy highly values the contributions of the members of the Troy Volunteer Fire Department towards the safety and wellbeing of its community; and,

WHEREAS, The City of Troy initially established the City of Troy Incentive Plan for Volunteer Firefighters ("VFIP") on July 1, 1980, in recognition of the services provided and to encourage retention within the Troy Volunteer Fire Department, and this Incentive Plan has been subsequently amended; and,

WHEREAS, The City of Troy established the City of Troy Incentive Trust for Volunteer Firefighters ("VFIP Trust") on August 25, 2014, as a governmental trust pursuant to Internal Revenue Code §115 to fund, on a tax-exempt basis, certain benefits provided under the VFIP, and this Trust was subsequently amended after receipt of an IRS Private Letter Ruling; and,

WHEREAS, As a result of an audit of the VFIP conducted by the Internal Revenue Service, the VFIP and VFIP Trust shall be closed and the City of Troy Firefighters Incentive Plan ("FIP") and City of Troy Firefighters Incentive Trust ("FIP Trust") established; and,

WHEREAS, In conjunction with the closure of the VFIP, lump sum distributions of the present value of future benefits ("Lump Sum Distributions") shall be made to vested VFIP participants; and,

WHEREAS, City Council has reviewed and discussed the attached Termination Amendment for the VFIP and Trust; and,

WHEREAS, To address the Internal Revenue Service's audit findings related to the VFIP, the following resolutions are hereby adopted;

NOW, THEREFORE, BE IT RESOLVED, That the attached Termination Amendment to the VFIP is **APPROVED** in its proposed substantive form.

BE IT FURTHER RESOLVED, That all of the VFIP Trust assets **SHALL BE UTILIZED** to pay out the Lump Sum Distributions in accordance with the VFIP.

BE IT FURTHER RESOLVED, That after all of the VFIP Trust assets have been depleted, assets from the City's General Fund are **DIRECTED** to be used to pay any remaining Lump Sum Distributions for the active and vested volunteers and retirees.

BE IT FURTHER RESOLVED, That after all of the VFIP Trust assets have been depleted through the payment of the Lump Sum Distributions, the VFIP Trust **SHALL TERMINATE** in accordance with VFIP Trust §1:204.

BE IT FURTHER RESOLVED, That Ethan Baker, Mayor of the City of Troy, is **DIRECTED** and **AUTHORIZED** to execute the Termination Amendment to the VFIP on behalf of the City.

BE IT FURTHER RESOLVED, That the City Attorney, in consultation with outside counsel, is **DIRECTED** and **AUTHORIZED** to negotiate, finalize, and execute a closing agreement with the Internal Revenue Service to resolve the Internal Revenue Service's audit findings related to the VFIP.

BE IT FINALLY RESOLVED, That any amounts due to the Internal Revenue Service pursuant to the closing agreement are **AUTHORIZED** to be paid to the Internal Revenue Service by the City.

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:**

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**H. POSTPONED ITEMS:****H-1 No Postponed Items**

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**I. REGULAR BUSINESS:****I-1 Board and Committee Appointments: a) Mayoral Appointments – None; b) City Council Appointments – Animal Control Appeal Board, Charter Revision Committee, Zoning Board of Appeals****a) Mayoral Appointments: None****b) City Council Appointments:**Suggested Resolution

Resolution #2023-04-

Moved by

Seconded by

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

**Animal Control Appeal Board**

Appointed by Council

5 Regular Members

3 Year Term

**Nominations to the Animal Control Appeal Board:****Unexpired Term Expiring:**  
**9/30/2024****Nehar Abdullah**

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Term currently held by: Vacancy - Patrick Floch resigned  
12/29/2022**Charter Revision Committee**

Appointed by Council

7 Regular Members

3 Year Term

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

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Term currently held by: Frank Howrylak**Term Expires: 4/30/2026****David Fukuzawa**

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Term currently held by: Cynthia Wilsher

**Zoning Board of Appeals**

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

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

Term currently held by: Michael Bossenbroek

**Term Expires: 4/30/2026****James McCauley**

Term currently held by: James McCauley

Yes:

No:

**I-2 Board and Committee Nominations: a) Mayoral Nominations – Brownfield Redevelopment Authority, Downtown Development Authority, Local Development Finance Authority; b) City Council Nominations – Personnel Board**

**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:

**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	

Yes:

No:

**I-3 No Closed Session Requested****I-4 Volunteer Firefighter Incentive Plan (VFIP) Replacement Plan (*Introduced by: Mark F. Miller, City Manager, and Lori Grigg Bluhm, City Attorney*)**Suggested Resolution

Resolution #2023-04-

Moved by

Seconded by

WHEREAS, The City of Troy highly values the contributions of the members of the Troy Volunteer Fire Department towards the safety and wellbeing of its community; and,

WHEREAS, The City of Troy initially established the City of Troy Incentive Plan for Volunteer Firefighters ("VFIP") on July 1, 1980, in recognition of the services provided and to encourage retention within the Troy Volunteer Fire Department, and this Incentive Plan has been subsequently amended; and,

WHEREAS, The City of Troy established the City of Troy Incentive Trust for Volunteer Firefighters ("VFIP Trust") on August 25, 2014, as a governmental trust pursuant to Internal Revenue Code §115 to fund, on a tax-exempt basis, certain benefits provided under the VFIP, and this Trust was subsequently amended after receipt of an IRS Private Letter Ruling; and,

WHEREAS, As a result of an audit of the VFIP conducted by the Internal Revenue Service, the VFIP and VFIP Trust shall be closed and the City of Troy Firefighters Incentive Plan ("FIP") and City of Troy Firefighters Incentive Trust ("FIP Trust") established; and,

WHEREAS, In conjunction with the closure of the VFIP, lump sum distributions of the present value of future benefits ("Lump Sum Distributions") shall be made to vested VFIP participants; and,

WHEREAS, City Council has reviewed and discussed the attached FIP and FIP Trust; and,

WHEREAS, To address the Internal Revenue Service's audit findings, the following resolutions are hereby adopted;

NOW, THEREFORE, BE IT RESOLVED, That the City of Troy Firefighters Incentive Plan (FIP) is **APPROVED** in its proposed substantive form;

BE IT FURTHER RESOLVED, That the City of Troy Firefighters Incentive Trust is **APPROVED** in its proposed substantive form;

BE IT FINALLY RESOLVED, That Ethan Baker, Mayor of the City of Troy, is **DIRECTED** and **AUTHORIZED** to execute the FIP and the FIP Trust on behalf of the City;

Yes:

No:

## **J. CONSENT AGENDA:**

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### **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:

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

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

Suggested Resolution  
Resolution #2023-04-

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

- a) Special City Council Minutes-Draft – April 10, 2023
- b) City Council Minutes-Draft – April 10, 2023

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

Suggested Resolution  
Resolution #2023-04-

- a) Proclamation to Celebrate Dean Sellers Ford 75 Years in Business – 1948-2023

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**J-4 Standard Purchasing Resolutions:**

- a) **Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Abandoned Property Mowing**

Suggested Resolution  
Resolution #2023-04-

RESOLVED, That Troy City Council hereby **AWARDS** a three (3) year contract with the option to renew for two (2) additional years to the low bidder meeting specifications, *Green Leaves Inc. of Southfield MI*, for an estimated total cost of \$193,400 for 2023, \$203,070 for 2024 and \$212,740 for year 2025, at prices contained in the bid tabulation opened March 16, 2023, which includes a \$0.04 per square foot additional cost for turf exceeding 36" in height and a 5% escalator for each renewal option; 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 the contractor's submission of properly executed bid and proposal documents, including insurance certificates and all other specified requirements.

- b) **Standard Purchasing Resolution 1: Award to Low Bidder – Contract 23-06 – 2023 Sewer Cleaning and Televising – 3-Year Contract**

Suggested Resolution  
Resolution #2023-04-

RESOLVED, That Troy City Council hereby **AWARDS** Contract No. 23-06, 2023 Sewer Cleaning and Televising 3-Year Contract, to *Rogue Industrial Services, 1250 Fox Chase Road, Bloomfield Hills, MI 48301*, for a maximum amount of \$400,000.00 for each year of the 3-year contract.

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.

**c) Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Evidence Technician Lab Remodel, Troy Police Department**

Suggested Resolution  
Resolution #2023-04-

RESOLVED, That Troy City Council hereby **AWARDS** a contract for the Evidence Technician Lab Remodel at the Troy Police Department to the low bidder meeting specifications, *Farnell Equipment Co. of Troy, MI*, for an estimated cost of \$37,239.00 and a 10% contingency amount of \$3,724.00, for an estimated total project cost of \$40,963.00, at unit prices contained in the bid tabulation opened April 6, 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 submission of proper contract and bid documents, including insurance certificates and all other specified requirements.

**d) Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Troy Civic Center Pavilion – Planning and Design Timber Products**

Suggested Resolution  
Resolution #2023-04-

RESOLVED, That Troy City Council hereby **APPROVES** expending budgeted capital funds to *Northern Log Supply, LLC, of Mayville, MI*, for the Planning and Design of the Mass Timber Glulams and CLT Decking for Troy Civic Center Pavilion for an estimated total cost of \$95,000 but not to exceed budgetary limitations.

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

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**J-5 Authorization to Request Reimbursement from Oakland County West Nile Virus Fund**

Suggested Resolution  
Resolution #2023-04-

RESOLVED, That Troy City Council hereby **AUTHORIZES** the City of Troy Facilities and Grounds Division to seek reimbursement for an amount not-to-exceed \$11,582.15 from the Oakland County West Nile Virus Fund for the expenditures incurred while instituting proactive public health measures used to reduce the population of mosquitoes in the environment.

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

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**K-1 Announcement of Public Hearings:**

- a) May 8, 2023 – Adoption of the Proposed 2023-2024 City Budget
- 

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

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**L. 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

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**N-1 No Council Referrals Submitted**

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**O. REPORTS:**

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

- a) Planning Commission-Final – February 28, 2023  
b) Planning Commission-Final – March 14, 2023
- 

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

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**O-3 Letters of Appreciation: None Submitted**

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

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**P. COUNCIL COMMENTS:**

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**P-1 No Council Comments**

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**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**

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**R-1 No Closed Session**

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**S. ADJOURNMENT:**

Respectfully submitted,

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

Mark F. Miller  
City Manager

**2023 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:**

December 2, 2023 ..... Special Meeting – Troy Advance

**2023 SCHEDULED REGULAR CITY COUNCIL MEETINGS:**

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



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E-01

Date: April 13, 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) Termination

---

### **Background**

The City of Troy has been very fortunate to have a dedicated and professional volunteer fire department serving since the City's incorporation. As an expression of appreciation for the hours spent in training and responding to fires, the City created an "Incentive Plan for Volunteer Firefighters" (Plan) on July 1, 1980. At the request of the volunteer firefighters, that plan, with its subsequent amendments, was modified to create a new trust that would segregate and preserve the City's annual budgetary deposits in order to fund actual and expected incentive payments for the City's volunteer firefighters. This new trust and plan was modeled after the City's recently created Retiree Health Care Trust, allowable under Section 115 of the Internal Revenue Code (IRC). It was drafted by the same outside legal counsel, and approved by the Troy City Council on August 25, 2014, City Council Resolution #2014-08-110. Since the trust was so unique, and was intended to produce income, the City pursued a Private Letter Ruling (PLR) from the IRS, asking for a confirmation that the Trust's income was excludable from gross income under IRC section 115. The plan was outside the scope of an official PLR request.

Based on the IRS's conclusions, the Troy City Council approved an amended Plan and a Trust (two separate documents) on April 4, 2016, City Council Resolution #2016-04-062. .

At the request of the volunteer firefighters, the Plan was most recently amended on February 24, 2020, to incorporate a CPI increase for the annual incentive payments and to include additional consideration for station officers (Resolution 2020-02-044).

The Plan (as amended) was specially intended to comply with IRC section 457(e)(11)(B)(ii), as a Length of Service Plan ("LOSAP") that specifically allows municipalities to provide certain benefits to volunteer firefighters. However, in late 2022, the IRS, as part of an audit of the City, determined the Plan exceeds the allowable LOSAP contribution levels, based on its determination that the calculation is based on cumulative, rather than annual amounts and also is based on the present value. As a result, the IRS has determined that the Plan is not a LOSAP as intended and therefore has undesirable tax consequences for both the volunteer firefighters and the City.

Based on the complexity of this issue, and the uniqueness of Troy's Plan and Trust, the City hired Miller Canfield as its outside legal counsel in conjunction with the audit, and with its assistance, the City made extensive efforts to challenge the IRS determination. Unfortunately, these extensive efforts were unsuccessful in changing the IRS's characterization of the Plan. After extensive analysis, due diligence and research, City Administration recommends that the Plan be terminated and a replacement incentive





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plan (“Replacement Plan”) be established to continue retaining and rewarding volunteer firefighters. Section 1:107 of the Current Plan requires the City to provide at least 90 days notice to the Voluntary Incentive Committee, which is a Committee that was established under the Plan, with one designated volunteer selected from each of the six fire stations. This notice was given to the Committee and Station Leadership on January 11, 2023. The City also provided notification to the individual volunteers and retirees, and also placed this information and FAQs on the City’s homepage on its website. City representatives have also continued to regularly meet with the designated Volunteer Incentive Committee and exchange information related to the transition process.

Under the current Plan, the City is required to hold a public hearing before terminating the Plan. After a formal resolution terminating the Plan, the City will exhaust all money segregated in the Trust, as required by the Plan, to provide lump sum payments to each vested volunteer firefighter and retiree for their service. Based on the calculations of an independent actuary, the amounts held in reserve in the Trust are insufficient to satisfy the actuarial determined amounts, and therefore the City will also be contributing a substantial amount from the General Fund to cover the remaining payments to vested volunteers and retirees, and also to pay the otherwise unvested active volunteers in accordance with their service under the Current Plan. The City has also prepared a proposed Replacement Plan for the volunteer firefighters, which will be considered as a regular agenda item, since there is no formal public hearing required for this action.

### **Recommendation**

Terminate the Current Plan in accordance with section 1:107 of the Plan.

# **CITY OF TROY INCENTIVE PLAN FOR VOLUNTEER FIREFIGHTERS**

## **TERMINATION AMENDMENT**

This Amendment is intended to terminate the City of Troy Incentive Plan for Volunteer Firefighters (the “Plan”) and provide for a lump sum distribution to vested participants in conjunction with such Plan termination.

### **PLAN TERMINATION AND VESTING OF ACCRUED INCENTIVE BENEFITS:**

The Plan is terminated effective April 30, 2023 (“Termination Date”). All Participants actively performing volunteer firefighter services as of the Termination Date shall be deemed vested in their accrued incentive benefits as of the Termination Date (even if they do not have 10 or more years of incentive service credit as of the Termination Date).

### **LUMP SUM PAYMENT OF ACCRUED INCENTIVE BENEFITS IN CONJUNCTION WITH PLAN TERMINATION**

1. Section 1:202 of the Plan is amended, effective April 30, 2023, to add a new Subsection (9) to read as follows:

- (9) In conjunction with Plan termination, a Participant shall receive his or her entire vested incentive benefit in a lump sum payment in an amount equal to the actuarial present value of the accrued incentive benefit (or, in the case of a Participant whose benefit commenced prior to Plan termination, the actuarial present value of his or her remaining monthly payments) as soon as administratively feasible after the Termination Date.

**IN WITNESS WHEREOF**, this document has been signed and sealed on behalf of the City of Troy by its duly authorized officers on this \_\_\_\_\_ day of April, 2023.

**CITY OF TROY**

By: \_\_\_\_\_  
Ethan Baker, Mayor

By: \_\_\_\_\_  
M. Aileen Dickson, City Clerk



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I-04

Date: April 13, 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

---

### **Background**

In late 2022, the Internal Revenue Service (“IRS”) determined the City of Troy Incentive Plan for Volunteer Firefighters (“Current VFIP”), although drafted in good faith as a length of service award plan (“LOSAP”), doesn’t meet the IRS’s criteria to be a LOSAP and therefore 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 terminate the Current VFIP and establish a replacement incentive plan (“Replacement Plan”) in order to continue retaining and rewarding volunteer firefighters.

As required by the Current VFIP, on January 11, 2023, the City provided official notice to the Voluntary Incentive Committee and Fire Leadership of its intent to close the Current VFIP and associated trust and establish a Replacement Plan and Trust on April 17, 2023. Notice to the individual firefighter volunteers and retirees, and to the public through the City’s main webpage, followed shortly thereafter. The Current VFIP created the Voluntary Incentive Committee, which is “a committee comprised of representatives selected by each of the six fire stations in the City.” (Section 1:102 (18)). Any proposed Replacement Plan would also have a Voluntary Incentive Committee to provide the volunteer firefighters with a voice and a way to quickly and completely disseminate information to the individual six fire stations. The City provided the Voluntary Incentive Committee with an initial proposed draft Replacement Plan in January, which was designed to retain current volunteer firefighters and continue rewarding them for performing an essential governmental function. However, the initial proposed draft Replacement Plan prompted dissatisfaction from many volunteer firefighters.

The City and the Voluntary 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 and the Voluntary Incentive Committee met four more times (February 9, March 2, March 16 and March 23) to discuss the closure of the Current VFIP and associated trust and establishment of a Replacement Plan and Trust. Based on input from the Voluntary Incentive Committee and feedback from others, City Administration has prepared an updated Replacement Plan recommendation for City Council consideration.

The Replacement Plan is similar to the Current VFIP in many ways. All eligible firefighters will be automatically enrolled into the Replacement Plan. Participants vest and become eligible for distributions after 10 years of service. Station officer contributions are 30% greater than standard contributions. The major difference between the Current VFIP and the Replacement Plan is that the Current VFIP is a defined benefit-style plan, which is based on actuarial calculations, and the



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Replacement Plan is a defined contribution-style plan, which is uniform for all volunteers based on start and end dates and lengths of service.

The Current VFIP provides that the incentive benefits due an eligible vested Participant or Eligible Former Participant shall be determined at the time he or she terminates participation (section 1:202(1)). Section 1:202(2) provides eligibility criteria that Participants must satisfy in order to receive incentive benefit payments:

- a) Ten (10) years of incentive service credit with at least five consecutive years as a participant after returning (if applicable), and is at least age fifty-five (55);
- b) Twenty-five (25) or more years of incentive service credit as a volunteer firefighter with at least five consecutive years as a participant after returning (if applicable) and has attained fifty (50) years of age; or
- c) A Participant having attained thirty (30) years of incentive service credit as a volunteer firefighter regardless of age, with at least five consecutive years as a participant after returning (if applicable).

Section 1:202(3) provides Eligible Former Participants with ten (10) or more years of service as a volunteer firefighter, but who separated from volunteer service prior to meeting the foregoing age requirements, are eligible to commence receipt of incentive benefit payments from the Current VFIP upon attainment of age sixty (60). Section 1:202(4) provides that incentive benefits shall be made in monthly installments. Section 1:202(5) provides that the annual incentive benefit will be equal to a specific dollar amount (multiplier) multiplied by the eligible years of service. Effective July 1, 2022, the multiplier was \$857. For example:

Service Credit	Multiplier	Annual Incentive Benefit	Monthly Installments
10	\$857	\$8,570	\$714
25	\$857	\$21,425	\$1,785
30	\$857	\$25,710	\$2,143

Section 1:202(7) provides that a Participant or an Eligible Former Participant may elect to receive reduced incentive benefits in accordance with one of four options set forth in the Current VFIP.

Rather than determining incentive benefits at the time a Participant terminates, the Replacement Plan provides Participants with lump sum payments after each Vesting Date of the following while the Participant continuously performs Firefighting Services:

- (a) "Tier 1 Vesting Date" means the date on which the Participant completes 120 Months of Credited Service (12 months x 10 years = 120 months).
- (b) "Tier 2 Vesting Date" means the date on which the Participant completes 180 Months of Credited Service (12 months x 15 years = 180 months).
- (c) "Tier 3 Vesting Date" means the date on which the Participant completes 240 Months of Credited Service (12 months x 20 years = 240 months).
- (d) "Tier 4 Vesting Date" means the date on which the Participant completes 300 Months of Credited Service (12 months x 25 years = 300 months).



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(e) “Tier 5 Vesting Date” means the date on which the Participant completes 360 Months of Credited Service (12 months x 30 years = 360 months).

## **Financial**

Effective May 1, 2023, the Replacement Plan will provide the following contributions:

Tier	Years	Standard Tier Contribution	Annualized Tier Contribution
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
<b>Total</b>	<b>30</b>	<b>\$375,000</b>	

Tier	Years	Station Officer Tier Contribution	Annualized Tier Contribution
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
<b>Total</b>	<b>30</b>	<b>\$487,500</b>	

Beginning July 1, 2024, each Standard Tier Contribution and Station Officer Tier Contribution amount will be adjusted annually consistent with any wage scale increases applicable for the City’s classified and exempt employees. For example:

Effective Date	% Change	\$ Change	Standard Tier Contribution
July 1, 2024	3.00%	\$2,250	\$77,250
July 1, 2025	3.00%	\$2,318	\$79,568
July 1, 2026	3.00%	\$2,387	\$81,955
July 1, 2027	3.00%	\$2,459	\$84,413
July 1, 2028	3.00%	\$2,532	\$86,946
July 1, 2029	3.00%	\$2,608	\$89,554
July 1, 2030	3.00%	\$2,687	\$92,241
July 1, 2031	3.00%	\$2,767	\$95,008
July 1, 2032	3.00%	\$2,850	\$97,858
July 1, 2033	3.00%	\$2,936	\$100,794

Effective Date	% Change	\$ Change	Officer Tier Contribution
July 1, 2024	3.00%	\$2,925	\$100,425
July 1, 2025	3.00%	\$3,013	\$103,438
July 1, 2026	3.00%	\$3,103	\$106,541
July 1, 2027	3.00%	\$3,196	\$109,737
July 1, 2028	3.00%	\$3,292	\$113,029
July 1, 2029	3.00%	\$3,391	\$116,420
July 1, 2030	3.00%	\$3,493	\$119,913
July 1, 2031	3.00%	\$3,597	\$123,510
July 1, 2032	3.00%	\$3,705	\$127,215
July 1, 2033	3.00%	\$3,816	\$131,032

The Standard Tier Contribution and Station Officer Tier Contribution amounts in effect on the Participant’s applicable Vesting Date shall be utilized for purposes of calculating the Participant’s Account value. In other words, each Participant will receive a lump sum payment based on the Tier Contribution amount in effect on the Vesting Date rather than the Tier Contribution amount in effect at the time the performed Firefighting Services. For example:



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### Tier 1 Standard

Service as of 04/30/23	Tier Start Date	Approximate Vesting Date	Tier Proration	Standard Tier Contribution	Prorated Contribution	Average \$/Year
9.75	05/01/23	07/31/23	2.50%	\$75,000	\$1,875	\$7,500
8.67	05/01/23	08/28/24	13.30%	\$77,250	\$10,274	\$7,725
7.67	05/01/23	08/29/25	23.30%	\$79,568	\$18,539	\$7,957
6.75	05/01/23	07/31/26	32.50%	\$81,955	\$26,635	\$8,195
5.50	05/01/23	10/30/27	45.00%	\$84,413	\$37,986	\$8,441

### Tier 1 Station Officer

Service as of 04/30/23	Tier Start Date	Approximate Vesting Date	Tier Proration	Officer Tier Contribution	Prorated Contribution	Average \$/Year
9.75	05/01/23	07/31/23	2.50%	\$100,425	\$2,511	\$10,043
8.75	05/01/23	07/30/24	12.50%	\$103,438	\$12,930	\$10,344
7.33	05/01/23	12/31/25	26.70%	\$106,541	\$28,446	\$10,654
6.58	05/01/23	10/01/26	34.20%	\$109,737	\$37,530	\$10,974
5.42	05/01/23	11/28/27	45.80%	\$113,029	\$51,767	\$11,303

### Tier 2 Standard

Service as of 04/30/23	Tier Start Date	Approximate Vesting Date	Tier Proration	Standard Tier Contribution	Prorated Contribution	Average \$/Year
14.08	05/01/23	04/01/24	18.40%	\$75,000	\$13,800	\$15,000
13.83	05/01/23	07/01/24	23.40%	\$77,250	\$18,077	\$15,450
12.83	05/01/23	07/01/25	43.40%	\$79,568	\$34,532	\$15,914
11.50	05/01/23	10/30/26	70.00%	\$84,413	\$59,089	\$16,883

### Tier 2 Station Officer

Service as of 04/30/23	Tier Start Date	Approximate Vesting Date	Tier Proration	Officer Tier Contribution	Prorated Contribution	Average \$/Year
13.67	05/01/23	08/28/24	26.60%	\$100,425	\$26,713	\$20,085
12.33	05/01/23	12/31/25	53.40%	\$103,438	\$55,236	\$20,688
12.33	05/01/23	12/31/25	53.40%	\$103,438	\$55,236	\$20,688
11.67	05/01/23	08/29/26	66.60%	\$106,541	\$70,956	\$21,308
10.08	05/01/23	04/01/28	98.40%	\$109,737	\$107,981	\$21,947

The annual cost will depend on the number of volunteers and their years of credited 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 credited service for the last five years was as follows:



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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
<b>Average</b>	<b>86</b>	<b>58</b>	<b>144</b>

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.

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
		<b>114</b>		<b>30</b>			<b>\$1,805,291</b>

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) associated with the Current VFIP 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 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) <sup>1</sup>	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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### **Recommendation**

City Administration recommends City Council approve the recommended attached Replacement Plan for Volunteer Firefighters, and continue to provide annual budgetary transfers to provide funding.

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04/13/23



## **CITY OF TROY FIREFIGHTERS INCENTIVE PLAN**

The City of Troy, a Michigan municipality (the “City”) hereby establishes this City of Troy Firefighters Incentive Plan (the “Plan”) for the benefit of certain eligible firefighters effective May 1, 2023 (the “Effective Date”). The purpose of the Plan is to (a) attract and retain the services of high caliber individuals for firefighter positions; (b) recognize and reward certain firefighters for the critical roles and positions they fill with the City; and (c) provide a long-term financial incentive to firefighters with substantial responsibility in aiding the City in its provision of an essential government function.

### **ARTICLE 1 DEFINITIONS**

For purposes of the Plan, the following terms shall have the meanings set forth below unless the context clearly indicates otherwise:

1.1 “**Account**” means a Tier 1 Account, Tier 2 Account, Tier 3 Account, Tier 4 Account, and/or Tier 5 Account.

1.2 “**Annualized Tier 1 Contribution**” means an amount equal to the sum of the 12 Tier 1 Contributions accrued during the applicable period of 12 Months of Credited Service. To the extent the Eligible Firefighter is a Station Officer for only a portion of the period of 12 Months of Credited Service, the Annualized Tier 1 Contribution shall be equal to the sum of (1) the number of Months of Credited Service in which the Participant was deemed a Station Officer multiplied by the Station Officer Tier 1 Contribution and (2) the number of Months of Credited Service in which the Participant was not deemed a Station Officer multiplied by the Standard Tier 1 Contribution. To the extent the Eligible Firefighter becomes a Station Officer mid-calendar month, such Eligible Firefighter shall be eligible to receive a Station Officer Tier 1 Contribution effective on the first day of the calendar month coinciding with or following the date on which the Eligible Firefighter is appointed to a Station Officer. Annualized Tier 1 Contributions shall be adjusted in accordance with Section 3.7 as of the Tier 1 Vesting Date.

1.3 “**Annualized Tier 2 Contribution**” means an amount equal to the sum of the 12 Tier 2 Contributions accrued during the applicable period of 12 Months of Credited Service. To the extent the Eligible Firefighter is a Station Officer for only a portion of the period of 12 Months of Credited Service, the Annualized Tier 2 Contribution shall be equal to the sum of (1) the number of Months of Credited Service in which the Participant was deemed a Station Officer multiplied by the Station Officer Tier 2 Contribution and (2) the number of Months of Credited Service in which the Participant was not deemed a Station Officer multiplied by the Standard Tier 2 Contribution. To the extent the Eligible Firefighter becomes a Station Officer mid-calendar month, such Eligible Firefighter shall be eligible to receive a Station Officer Tier 2 Contribution effective on the first day of the calendar month coinciding with or following the date on which the Eligible Firefighter is appointed to a Station Officer. Annualized Tier 2 Contributions shall be adjusted in accordance with Section 3.7 as of the Tier 2 Vesting Date.

1.4 “**Annualized Tier 3 Contribution**” means an amount equal to the sum of the 12 Tier 3 Contributions accrued during the applicable period of 12 Months of Credited Service. To the extent the Eligible Firefighter is a Station Officer for only a portion of the period of 12 Months of Credited Service, the Annualized Tier 3 Contribution shall be equal to the sum of (1) the number of Months of Credited Service in which the Participant was deemed a Station Officer multiplied by the Station Officer Tier 3 Contribution and (2) the number of Months of Credited Service in which the Participant was not deemed a Station Officer multiplied by the Standard Tier 3 Contribution. To the extent the Eligible Firefighter becomes a Station Officer mid-calendar month, such Eligible Firefighter shall be eligible to receive a Station Officer Tier 3 Contribution effective on the first day of the calendar month coinciding with or following the date on which the Eligible Firefighter is appointed to a Station Officer. Annualized Tier 3 Contributions shall be adjusted in accordance with Section 3.7 as of the Tier 3 Vesting Date.

1.5 “**Annualized Tier 4 Contribution**” means an amount equal to the sum of the 12 Tier 4 Contributions accrued during the applicable period of 12 Months of Credited Service. To the extent the Eligible Firefighter is a Station Officer for only a portion of the period of 12 Months of Credited Service, the Annualized Tier 4 Contribution shall be equal to the sum of (1) the number of Months of Credited Service in which the Participant was deemed a Station Officer multiplied by the Station Officer Tier 4 Contribution and (2) the number of Months of Credited Service in which the Participant was not deemed a Station Officer multiplied by the Standard Tier 4 Contribution. To the extent the Eligible Firefighter becomes a Station Officer mid-calendar month, such Eligible Firefighter shall be eligible to receive a Station Officer Tier 4 Contribution effective on the first day of the calendar month coinciding with or following the date on which the Eligible Firefighter is appointed to a Station Officer. Annualized Tier 4 Contributions shall be adjusted in accordance with Section 3.7 as of the Tier 4 Vesting Date.

1.6 “**Annualized Tier 5 Contribution**” means an amount equal to the sum of the 12 Tier 5 Contributions accrued during the applicable period of 12 Months of Credited Service. To the extent the Eligible Firefighter is a Station Officer for only a portion of the period of 12 Months of Credited Service, the Annualized Tier 5 Contribution shall be equal to the sum of (1) the number of Months of Credited Service in which the Participant was deemed a Station Officer multiplied by the Station Officer Tier 5 Contribution and (2) the number of Months of Credited Service in which the Participant was not deemed a Station Officer multiplied by the Standard Tier 5 Contribution. To the extent the Eligible Firefighter becomes a Station Officer mid-calendar month, such Eligible Firefighter shall be eligible to receive a Station Officer Tier 5 Contribution effective on the first day of the calendar month coinciding with or following the date on which the Eligible Firefighter is appointed to a Station Officer. Annualized Tier 5 Contributions shall be adjusted in accordance with Section 3.7 as of the Tier 5 Vesting Date.

1.7 “**Attendance Threshold**” means, with respect to a given calendar month, the Participant (a) meets or exceeds the attendance requirements as identified in the Troy Fire Department Policy, Procedure, Guideline and/or Directive 103.07 (as amended and/or succeeded from time to time), and (b) renders 10 or more days of Firefighting Services.

1.8 “**City**” means the City of Troy, Michigan.

1.9     **“City Contribution”** means a Tier 1 Contribution, Tier 2 Contribution, Tier 3 Contribution, Tier 4 Contribution, and/or Tier 5 Contribution.

1.10   **“City Council”** means the City Council of the City.

1.11   **“Code”** means the Internal Revenue Code of 1986, as amended. Any reference to a section of the Code herein will be a reference to any successor or amended section of the Code.

1.12   **“Disability”** means a Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months. Whether a Participant satisfies the above shall be interpreted in accordance with Code §409A(a)(2)(A)(ii) and the Treasury Regulations thereunder. The determination of whether a Participant is disabled shall be made by a physician appointed by the Plan Administrator.

1.13   **“Death Vesting Date”** means the date on which the Participant dies while actively engaged in the performance of Firefighting Services (i.e., in the line of duty).

1.14   **“Disability Vesting Date”** means the date on which the Participant is determined by the Plan Administrator to have a Disability incurred while actively engaged in the performance of Firefighting Services (i.e., in the line of duty).

1.15   **“Effective Date”** means May 1, 2023.

1.16   **“Hire Date”** means the date on which an Eligible Firefighter first performs Firefighting Services.

1.17   **“Eligible Firefighter”** means an individual (a) who provides Firefighting Services; (b) who does not require immigration sponsorship to perform the duties of firefighter; and (c) did not receive any payment of benefits from the Old VFIP (i.e., was not in pay status) prior to the Old VFIP Termination Date.

1.18   **“Firefighting Services”** means volunteer service as a firefighter provided to the City pursuant to Troy Fire Department Policies, Procedures, Guidelines and/or Directives (as amended and/or succeeded from time to time).

1.19   **“Month of Credited Service”** means a full calendar month in which an Eligible Firefighter meets the Attendance Threshold.

1.20   **“Old VFIP”** means the City of Troy Incentive Plan for Volunteer Firefighters.

1.21   **“Old VFIP Vested Participant”** means an Eligible Firefighter who (1) has or had a vested right to accrued benefits in the Old VFIP; or (2) was actively providing Firefighting Services on the Old VFIP Termination Date and received (or was entitled to receive) a payment of benefits from the Old VFIP in conjunction with its termination.

1.22 “**Old VFIP Termination Date**” means April 30, 2023, which is the date on which the Old VFIP was terminated.

1.23 “**Participant**” means an Eligible Firefighter who meets or met the eligibility requirements of the Plan and for whom City Contributions are made or were previously made under the Plan which have not been distributed.

1.24 “**Plan**” means this City of Troy Firefighters Incentive Plan.

1.25 “**Plan Administrator**” means the City’s Chief Financial Officer (or his or her designee). The Plan Administrator shall be responsible for the day-to-day operations of the Plan and shall carry out the directives of the City.

1.26 “**Rehire Date**” means the date on which an Eligible Firefighter commences performing Firefighting Services again, following a Termination Date.

1.27 “**Short Term Absence**” means leave of absence approved in conjunction with Troy Fire Department Policy, Procedure, Guideline and/or Directive 105.01 (as amended and/or succeeded from time to time) lasting less than 12 months or approved cessation of active Firefighting Services lasting less than 12 months. A Participant shall not accrue a Month of Credited Service during a Short Term Absence unless the Participant meets the Attendance Threshold during that calendar month.

1.28 “**Standard Tier Contribution**” means a Standard Tier 1 Contribution, Standard Tier 2 Contribution, Standard Tier 3 Contribution, Standard Tier 4 Contribution, and/or Standard Tier 5 Contribution.

1.29 “**Standard Tier 1 Contribution**” means \$625 per month, as modified pursuant to Section 3.7.

1.30 “**Standard Tier 2 Contribution**” means \$1,250 per month, as modified pursuant to Section 3.7.

1.31 “**Standard Tier 3 Contribution**” means \$1,250 per month, as modified pursuant to Section 3.7.

1.32 “**Standard Tier 4 Contribution**” means \$1,250 per month, as modified pursuant to Section 3.7.

1.33 “**Standard Tier 5 Contribution**” means \$1,250 per month, as modified pursuant to Section 3.7.

1.34 “**Station Officer**” means an Eligible Firefighter who serves as Station Assistant Chief, Station Captain, or Station Lieutenant.

1.35 “**Station Officer Tier Contribution**” means a Station Officer Tier 1 Contribution, Station Officer Tier 2 Contribution, Station Officer Tier 3 Contribution, Station Officer Tier 4 Contribution, and/or Station Officer Tier 5 Contribution.

1.36 “**Station Officer Tier 1 Contribution**” means, for Months of Credited Service accrued by a Station Officer, \$812.50 per month, as modified pursuant to Section 3.7 (Standard Tier 1 Contribution x 1.3).

1.37 “**Station Officer Tier 2 Contribution**” means, for Months of Credited Service accrued by a Station Officer, \$1,625 per month, as modified pursuant to Section 3.7 (Standard Tier 2 Contribution x 1.3).

1.38 “**Station Officer Tier 3 Contribution**” means, for Months of Credited Service accrued by a Station Officer, \$1,625 per month, as modified pursuant to Section 3.7 (Standard Tier 3 Contribution x 1.3).

1.39 “**Station Officer Tier 4 Contribution**” means, for Months of Credited Service accrued by a Station Officer, \$1,625 per month, as modified pursuant to Section 3.7 (Standard Tier 4 Contribution x 1.3).

1.40 “**Station Officer Tier 5 Contribution**” means, for Months of Credited Service accrued by a Station Officer, \$1,625 per month, as modified pursuant to Section 3.7 (Standard Tier 5 Contribution x 1.3).

1.41 “**Termination Date**” means the date on which an Eligible Firefighter last performs continuous Firefighting Services. A Short Term Absence does not terminate an Eligible Firefighter’s continuous Firefighting Services and therefore does not create a Termination Date.

1.42 “**Tier 1 Account**” means the bookkeeping entry crediting Annualized Tier 1 Contributions applied to a specific Participant.

1.43 “**Tier 1 Contribution**” means a Standard Tier 1 Contribution or Station Officer Tier 1 Contribution.

1.44 “**Tier 1 Vesting Date**” means the date on which the Participant completes 120 Months of Credited Service (12 months x 10 years = 120 months).

1.45 “**Tier 2 Account**” means the bookkeeping entry crediting Annualized Tier 2 Contributions applied to a specific Participant.

1.46 “**Tier 2 Contribution**” means a Standard Tier 2 Contribution or Station Officer Tier 2 Contribution.

1.47 “**Tier 2 Vesting Date**” means the date on which the Participant completes 180 Months of Credited Service (12 months x 15 years = 180 months).

1.48 “**Tier 3 Account**” means the bookkeeping entry crediting Annualized Tier 3 Contributions applied to a specific Participant.

1.49 “**Tier 3 Contribution**” means a Standard Tier 3 Contribution or Station Officer Tier 3 Contribution.

1.50 “**Tier 3 Vesting Date**” means the date on which the Participant completes 240 Months of Credited Service (12 months x 20 years = 240 months).

1.51 “**Tier 4 Account**” means the bookkeeping entry crediting Annualized Tier 4 Contributions applied to a specific Participant.

1.52 “**Tier 4 Contribution**” means a Standard Tier 4 Contribution or Station Officer Tier 4 Contribution.

1.53 “**Tier 4 Vesting Date**” means the date on which the Participant completes 300 Months of Credited Service (12 months x 25 years = 300 months).

1.54 “**Tier 5 Account**” means the bookkeeping entry crediting Annualized Tier 5 Contributions applied to a specific Participant.

1.55 “**Tier 5 Contribution**” means a Standard Tier 5 Contribution or Station Officer Tier 5 Contribution.

1.56 “**Tier 5 Vesting Date**” means the date on which the Participant completes 360 Months of Credited Service (12 months x 30 years = 360 months).

1.57 “**Trust**” means the City of Troy Firefighters Incentive Trust, which was established in accordance with Code §115 as an irrevocable trust the assets of which are dedicated for use to serve an essential governmental function, by the declaration of Trust approved by the City Council and as may be amended from time to time. The Trust permits, but does not require, the City to make contributions to the Trust for the purpose of funding amounts that may become payable under the Plan.

1.58 “**Vesting Date**” means the Tier 1 Vesting Date, Tier 2 Vesting Date, Tier 3 Vesting Date, Tier 4 Vesting Date, Tier 5 Vesting Date, Death Vesting Date, and/or Disability Vesting Date.

## **ARTICLE 2**

### **ELIGIBILITY AND PARTICIPATION**

2.1 **Initial Eligibility**. An Eligible Firefighter shall be eligible for the Plan and become a Participant as of the later of (a) the Effective Date, and (b) his or her Hire Date or Rehire Date, as applicable. Enrollment into the Plan is automatic upon eligibility to participate.

2.2 **Termination of Eligibility.** An Eligible Firefighter shall cease to be a Participant as of his or her Termination Date. Any City Contributions which are unvested as of the Participant's Termination Date shall be forfeited and shall not be payable or due to the Participant, except as modified in Section 4.4. Additionally, all Months of Credited Service shall be forfeited as of the Participant's Termination Date, except as modified in Section 4.4.

### ARTICLE 3 CONTRIBUTIONS

3.1 **Tier 1 Contribution.** Except as modified in Section 3.6, the City shall credit the Participant's Tier 1 Account with an amount equal to the Annualized Tier 1 Contribution associated with a particular period of 12 Months of Credited Service upon completion of 12 Months of Credited Service, 24 Months of Credited Service, 36 Months of Credited Service, 48 Months of Credited Service, 60 Months of Credited Service, 72 Months of Credited Service, 84 Months of Credited Service, 96 Months of Credited Service, 108 Months of Credited Service, and 120 Months of Credited Service, provided that the Participant is still actively performing Firefighting Services on the date of completion of the applicable period of 12 Months of Credited Service.

*Illustrative Example: Participant A's Hire Date was January 1, 2024, and did not accrue benefits for Firefighting Services as an Old VFIP Vested Participant. Participant A actively performed Firefighting Services continuously through January 1, 2034 and received a Month of Credited Service for each calendar month over that duration. Participant A's Tier 1 Account will be credited with an amount equal to the Annualized Tier 1 Contribution associated with a particular period of 12 Months of Credited Service on January 1 of 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, and 2034.*

COMPLETED MONTHS OF CREDITED SERVICE	ANNUALIZED TIER 1 CONTRIBUTION*	AGGREGATE ANNUALIZED TIER 1 CONTRIBUTIONS*	VESTED AGGREGATE ANNUALIZED TIER 1 CONTRIBUTIONS
12	\$7,500	\$7,500	0%
24	\$7,500	\$15,000	0%
36	\$7,500	\$22,500	0%
48	\$7,500	\$30,000	0%
60	\$7,500	\$37,500	0%
72	\$7,500	\$45,000	0%
84	\$7,500	\$52,500	0%
96	\$7,500	\$60,000	0%
108	\$7,500	\$67,500	0%
120	\$7,500	\$75,000	100%

\* Annualized Tier 1 Contributions in this table reflect Standard Tier 1 Contributions. Amounts may be adjusted for Station Officers to reflect Station Officer Tier 1 Contributions. Amounts may also be adjusted in accordance with Section 3.7.

3.2 **Tier 2 Contribution.** Except as modified in Section 3.6, the City shall credit the Participant's Tier 2 Account with an amount equal to the Annualized Tier 2 Contribution associated with a particular period of 12 Months of Credited Service upon completion of 132 Months of Credited Service, 144 Months of Credited Service, 156 Months of Credited Service, 168 Months of Credited Service, and 180 Months of Credited Service, provided that the Participant is still actively performing Firefighting Services on the date of completion of the applicable period of 12 Months of Credited Service.

*Illustrative Example: Participant A's Hire Date was January 1, 2024, and did not accrue benefits for Firefighting Services as an Old VFIP Vested Participant. Participant A actively performed Firefighting Services continuously through January 1, 2039 and received a Month of Credited Service for each calendar month over that duration. Participant A's Tier 2 Account will be credited with an amount equal to the Annualized Tier 2 Contribution associated with a particular period of 12 Months of Credited Service on January 1 of 2035, 2036, 2037, 2038, and 2039.*

COMPLETED MONTHS OF CREDITED SERVICE	ANNUALIZED TIER 2 CONTRIBUTION*	AGGREGATE ANNUALIZED TIER 2 CONTRIBUTIONS*	VESTED AGGREGATE ANNUALIZED TIER 2 CONTRIBUTIONS
132	\$15,000	\$15,000	0%
144	\$15,000	\$30,000	0%
156	\$15,000	\$45,000	0%
168	\$15,000	\$60,000	0%
180	\$15,000	\$75,000	100%

\* Annualized Tier 2 Contributions in this table reflect Standard Tier 2 Contributions. Amounts may be adjusted for Station Officers to reflect Station Officer Tier 2 Contributions. Amounts may also be adjusted in accordance with Section 3.7.

3.3 **Tier 3 Contribution.** Except as modified in Section 3.6, the City shall credit the Participant's Tier 3 Account with an amount equal to the Annualized Tier 3 Contribution associated with a particular period of 12 Months of Credited Service upon completion of 192 Months of Credited Service, 204 Months of Credited Service, 216 Months of Credited Service, 228 Months of Credited Service, and 240 Months of Credited Service, provided that the Participant is still actively performing Firefighting Services on the date of completion of the applicable period of 12 Months of Credited Service.

*Illustrative Example: Participant A's Hire Date was January 1, 2024, and did not accrue benefits for Firefighting Services as an Old VFIP Vested Participant. Participant A actively performed Firefighting Services continuously through January 1, 2044 and received a Month of Credited Service for each calendar month over that duration. Participant A's Tier 3 Account will be credited with an amount equal to the Annualized Tier 3 Contribution associated with a particular period of 12 Months of Credited Service on January 1 of 2040, 2041, 2042, 2043, and 2044.*



COMPLETED MONTHS OF CREDITED SERVICE	ANNUALIZED TIER 3 CONTRIBUTION*	AGGREGATE ANNUALIZED TIER 3 CONTRIBUTIONS*	VESTED ANNUALIZED AGGREGATE TIER 3 CONTRIBUTIONS
192	\$15,000	\$15,000	0%
204	\$15,000	\$30,000	0%
216	\$15,000	\$45,000	0%
228	\$15,000	\$60,000	0%
240	\$15,000	\$75,000	100%

\* Annualized Tier 3 Contributions in this table reflect Standard Tier 3 Contributions. Amounts may be adjusted for Station Officers to reflect Station Officer Tier 3 Contributions. Amounts may also be adjusted in accordance with Section 3.7.

3.4 **Tier 4 Contribution.** Except as modified in Section 3.6, the City shall credit the Participant's Tier 4 Account with an amount equal to the Annualized Tier 4 Contribution associated with a particular period of 12 Months of Credited Service upon completion of 252 Months of Credited Service, 264 Months of Credited Service, 276 Months of Credited Service, 288 Months of Credited Service, and 300 Months of Credited Service, provided that the Participant is still actively performing Firefighting Services on the date of completion of the applicable period of 12 Months of Credited Service.

*Illustrative Example: Participant A's Hire Date was January 1, 2024, and did not accrue benefits for Firefighting Services as an Old VFIP Vested Participant. Participant A actively performed Firefighting Services continuously through January 1, 2049 and received a Month of Credited Service for each calendar month over that duration. Participant A's Tier 4 Account will be credited with an amount equal to the Annualized Tier 4 Contribution associated with a particular period of 12 Months of Credited Service on January 1 of 2045, 2046, 2047, 2048, and 2049.*

COMPLETED MONTHS OF CREDITED SERVICE	ANNUALIZED TIER 4 CONTRIBUTION*	AGGREGATE ANNUALIZED TIER 4 CONTRIBUTIONS*	VESTED ANNUALIZED AGGREGATE TIER 4 CONTRIBUTIONS
252	\$15,000	\$15,000	0%
264	\$15,000	\$30,000	0%
276	\$15,000	\$45,000	0%
288	\$15,000	\$60,000	0%
300	\$15,000	\$75,000	100%

\* Annualized Tier 4 Contributions in this table reflect Standard Tier 4 Contributions. Amounts may be adjusted for Station Officers to reflect Station Officer Tier 4 Contributions. Amounts may also be adjusted in accordance with Section 3.7.

3.5 **Tier 5 Contribution.** Except as modified in Section 3.6, the City shall credit the Participant's Tier 5 Account with an amount equal to the Annualized Tier 5 Contribution associated with a particular period of 12 Months of Credited Service upon completion of 312 Months of Credited Service, 324 Months of Credited Service, 336 Months of Credited Service,

348 Months of Credited Service, and 360 Months of Credited Service, provided that the Participant is still actively performing Firefighting Services on the date of completion of the applicable period of 12 Months of Credited Service.

*Illustrative Example: Participant A's Hire Date was January 1, 2024, and did not accrue benefits for Firefighting Services as an Old VFIP Vested Participant. Participant A actively performed Firefighting Services continuously through January 1, 2054 and received a Month of Credited Service for each calendar month over that duration. Participant A's Tier 5 Account will be credited with an amount equal to the Annualized Tier 5 Contribution associated with a particular period of 12 Months of Credited Service on January 1 of 2050, 2051, 2052, 2053, and 2054.*

COMPLETED MONTHS OF CREDITED SERVICE	ANNUALIZED TIER 5 CONTRIBUTION*	AGGREGATE ANNUALIZED TIER 5 CONTRIBUTIONS*	VESTED AGGREGATE ANNUALIZED TIER 5 CONTRIBUTIONS
312	\$15,000	\$15,000	0%
324	\$15,000	\$30,000	0%
336	\$15,000	\$45,000	0%
348	\$15,000	\$60,000	0%
360	\$15,000	\$75,000	100%

\* Annualized Tier 5 Contributions in this table reflect Standard Tier 5 Contributions. Amounts may be adjusted for Station Officers to reflect Station Officer Tier 5 Contributions. Amounts may also be adjusted in accordance with [Section 3.7](#).

**3.6 Contributions for Old VFIP Vested Participants.** An Old VFIP Vested Participant shall not be entitled to receive a City Contribution for any Month of Credited Service commencing prior to the Effective Date. However, with respect to Old VFIP Vested Participants providing Firefighting Services on or after the Effective Date (without incurring a Termination Date), all prior Months of Credited Service apply for purposes of reaching an applicable Vesting Date and for purposes of determining what tier of City Contributions prospectively applies.

*Illustrative Example: Participant A's Hire Date was May 1, 2001. Participant A accrued benefits for Firefighting Services as an Old VFIP Vested Participant continuously through April 30, 2023, and had 264 months of vested service under the Old VFIP. Effective May 1, 2023, Participant A becomes a Participant in this Plan. For purposes of this Plan, Participant A is not entitled to City Contributions related to his first 264 Months of Credited Service. However, for purposes of determining his or her prospective City Contributions, his or her 264 Months of Credited Service apply and he or she will be credited with a Tier 4 Contribution upon completion of 276 Months of Credited Service, 288 Months of Credited Service, and 300 Months of Credited Service. Participant A is not a Station Officer.*

### *Illustrative Example Chart*

COMPLETED MONTHS OF CREDITED SERVICE	ANNUALIZED TIER 4 CONTRIBUTION*	AGGREGATE ANNUALIZED TIER 4 CONTRIBUTIONS*	VESTED AGGREGATE ANNUALIZED TIER 4 CONTRIBUTIONS
252	\$0	\$0	0%
264	\$0	\$0	0%
276	\$15,000	\$15,000	0%
288	\$15,000	\$30,000	0%
300	\$15,000	\$45,000	100%

\* Amounts may also be adjusted in accordance with Section 3.7.

**3.7 City Contribution Amount Increases.** Beginning July 1, 2024, Standard Tier Contribution and Station Officer Tier Contribution amounts will be adjusted annually consistent with any wage scale increases applicable for the City's classified and exempt employees. The Standard Tier Contribution and Station Officer Tier Contribution amounts in effect on the Participant's applicable Vesting Date shall be utilized for purposes of calculating the Participant's Account value.

*Illustrative Example: Participant A's Hire Date was January 1, 2024, and did not accrue benefits for Firefighting Services as an Old VFIP Vested Participant. Participant A actively performed Firefighting Services continuously through January 1, 2049 and received a Month of Credited Service for each calendar month over that duration. Participant A's Tier 4 Account will be credited with an amount equal to the Annualized Tier 4 Contribution associated with a particular period of 12 Months of Credited Service on January 1 of 2045, 2046, 2047, 2048, and 2049. On January 1, 2049, the Annualized Tier 4 Contribution, as adjusted pursuant to Section 3.7, was equal to \$20,000. Participant A shall be entitled to payment in the amount of \$20,000 for each of the five 12-month periods upon completion of 300 Months of Credited Service.*

COMPLETED MONTHS OF CREDITED SERVICE	ANNUALIZED TIER 4 CONTRIBUTION*	AGGREGATE ANNUALIZED TIER 4 CONTRIBUTIONS*	VESTED AGGREGATE ANNUALIZED TIER 4 CONTRIBUTIONS
252	\$20,000	\$20,000	0%
264	\$20,000	\$40,000	0%
276	\$20,000	\$60,000	0%
288	\$20,000	\$80,000	0%
300	\$20,000	\$100,000	100%

\* Annualized Tier 4 Contributions in this table reflect Standard Tier 4 Contributions. Tier 4 Contribution Amounts have been adjusted in accordance with Section 3.7.

## **ARTICLE 4 VESTING**

4.1 **Vesting of Account Balance.** A Participant's interest in his or her applicable Account balance is provisional and subject to a substantial risk of forfeiture prior to becoming vested. Except as modified by Section 4.2 and Section 4.4, a Participant shall have a vested interest in his or her applicable Account pursuant to the following schedule:

(a) A Participant's Tier 1 Account shall become vested on the Tier 1 Vesting Date, provided that the Participant continuously performs Firefighting Services and does not have a Termination Date during the period beginning on the Participant's most recent Hire Date / Rehire Date and ending on the Tier 1 Vesting Date.

(b) A Participant's Tier 2 Account shall become vested on the Tier 2 Vesting Date, provided that the Participant continuously performs Firefighting Services and does not have a Termination Date during the period beginning on the Participant's most recent Hire Date / Rehire Date and ending on the Tier 2 Vesting Date.

(c) A Participant's Tier 3 Account shall become vested on the Tier 3 Vesting Date, provided that the Participant continuously performs Firefighting Services and does not have a Termination Date during the period beginning on the Participant's most recent Hire Date / Rehire Date and ending on the Tier 3 Vesting Date.

(d) A Participant's Tier 4 Account Balance shall become vested on the Tier 4 Vesting Date, provided that the Participant continuously performs Firefighting Services and does not have a Termination Date during the period beginning on the Participant's most recent Hire Date / Rehire Date and ending on the Tier 4 Vesting Date.

(e) A Participant's Tier 5 Account Balance shall become vested on the Tier 5 Vesting Date, provided that the Participant continuously performs Firefighting Services and does not have a Termination Date during the period beginning on the Participant's most recent Hire Date / Rehire Date and ending on the Tier 5 Vesting Date.

4.2 **Vesting Upon Death / Disability.** Notwithstanding any other vesting criteria, if a Participant ceases to continuously perform Firefighting Service and has a Termination Date solely due to the Participant's death while actively engaged in the performance of Firefighting Services (i.e., in the line of duty) or Disability incurred while actively engaged in the performance of Firefighting Services (i.e., in the line of duty), then his or her applicable Account shall vest as of the Death Vesting Date or Disability Vesting Date (as applicable). The City shall credit the Participant's applicable Account with a pro rata City Contribution (in conjunction with the Participant's current tier) based on the number of fully completed Months of Credited Service accrued since the Participant was last credited with a completed period of 12 Months of Credited Service.

*Illustrative Example: Participant A's Hire Date was January 1, 2024, and he or she died on August 15, 2030 while performing Firefighting Services. The Participant had accrued 72 Months of Credited Service as of January 1, 2030. With respect to the period beginning January 1, 2030 and ending August 15, 2030, assuming the Participant accrued a Month of Credited Service for the months of January through July, the Participant's Account will be credited with seven months of Tier 1 Contributions upon the Participant's death while performing Firefighting Services. The Participant's Tier 1 Account (consisting of six Annualized Tier 1 Contributions (upon completion of 12, 24, 36, 48, 60, and 72 Months of Credited Service) plus seven Tier 1 Contributions (related to the period for seven completed Months of Credited Service from completion of the 72nd Months of Credited Service to the Participant's date of death) would vest as of the Death Vesting Date.*

4.3 **Forfeiture of Account.** If the Participant ceases to continuously perform Firefighting Services from the Participant's Hire Date / Rehire Date through the applicable Vesting Date and thereby incurs a Termination Date, then the Participant shall forfeit his or her entire unvested applicable Account, except as provided in Section 4.4.

4.4 **Rehires within 24 months of Termination Date.** If a former Eligible Firefighter who incurred a Termination Date becomes an Eligible Firefighter again (i.e., is rehired) within 24 months of his or her Termination Date, then his or her prior unvested Account and corresponding Months of Credited Service (associated with Firefighting Services provided prior to the Termination Date) shall be restored only if such Eligible Firefighter completes 24 Months of Credited Service after his or her Rehire Date without incurring another Termination Date.

## **ARTICLE 5 PAYMENT OF VESTED ACCOUNT BALANCES**

5.1 **Payment Date.** Except in the case of the Participant's death while performing Firefighting Services, the Participant's vested Account shall be distributed to the Participant in the form of a lump sum payment within 45 days of the applicable Vesting Date (excluding the Death Vesting Date). In the case of the Participant's death while performing Firefighting Services, the Participant's vested Account shall be distributed to the Participant's beneficiary (as determined pursuant to Section 7.9) in the form of a lump sum payment as soon as administratively feasible after the Death Vesting Date. However, in no event shall the distribution of a Participant's vested Account be made after the expiration of the short-term deferral period described in Treasury Regulation §1.409A-1(b)(4) and Proposed Treasury Regulation §1.457-12(d)(2).

5.2 **Taxation.** The vested Participant's Account payment shall be reduced by an amount equal to the Participant's share of any applicable income and employment taxes. To the extent required by applicable law, the Participant shall be imputed with income for the value of the taxes paid through the reduction of the Account.

## **ARTICLE 6**

### **PLAN ADMINISTRATION AND FUNDING**

6.1 **Administration.** The Plan Administrator is authorized to construe and interpret the Plan and any other written instruments issued or adopted pursuant to the Plan, to establish, amend, or rescind any rules, regulations or procedures relating to the Plan and to make any other determination which it believes necessary or advisable for the administration of the Plan. No City employee or official shall be liable to any person for any action or omission in connection with the administration of the Plan unless attributable to his or her own fraud or willful misconduct. Each City employee and official shall be indemnified and held harmless by the City for any liability arising out of the administration of the Plan, to the maximum extent permitted by law, and to the extent that such acts were not fraudulent or constitute willful misconduct.

6.2 **General Powers and Duties.** The Plan Administrator is responsible for the operation and administration of the Plan and will direct payment of Plan benefits. The Plan Administrator shall have the power (a) to employ such outside professionals as may be required for prudent administration of the Plan; and (b) to enter into agreements on behalf of the City to the extent necessary to implement the Plan.

6.3 **Policies and Procedures.** The Plan Administrator shall have the power and responsibility to promulgate certain written notices, policies and/or procedures under the terms of the Plan and disseminate them to the Participants. Notice given to all interested parties shall, unless otherwise specified in this Plan, be sufficient if in writing and delivered or sent by prepaid first class mail, or via electronic delivery to the extent permitted by applicable law. Except as otherwise noted, the distribution or delivery of any statements or documents required under the Plan shall be sufficient if delivered in person or prepaid first class mail, or via electronic delivery to the extent permitted by applicable law.

6.4 **Claims Procedures.** The Plan Administrator may establish administrative procedures from time to time regarding claims for benefits under the Plan.

6.5 **Funding.** All amounts credited to a Participant's Account shall remain, until paid to the Participant or the Participant's beneficiary, solely the property of the City. The City may make payments due under the Plan either from its general assets or from the Trust, in the City's sole discretion.

6.6 **Applicable Law.** The Plan shall be administered, construed, and enforced according to the laws of the State of Michigan and, to the extent applicable, federal law. The Plan does not provide retirement benefits, but rather is intended to award Participants for their length of service providing Firefighting Services. Neither the Plan, nor the benefits provided thereunder, constitute a pension plan, retirement system, or accrued financial benefits subject to the limitations of Article IX, Section 24 of the Michigan Constitution.

## **ARTICLE 7 MISCELLANEOUS**

7.1 **Amendment and Termination.** The Plan may be amended and/or terminated at any time and from time to time by the City Council in accordance with applicable law. The Firefighters Incentive Committee will be notified at least 30 days in advance that a proposed amendment or termination will be submitted to City Council for consideration. City Council shall hold a hearing prior to any action to reduce Plan benefits or terminate the Plan. The City reserves the right to modify or terminate the Plan and/or contributions made under the Plan at any time in its sole discretion after the requisite hearing. However, such amendment or termination shall not adversely affect any previously accrued benefits.

7.2 **No Right to Provide Firefighter Services.** Nothing in this Plan shall in any way affect the rights of the City and/or a Participant to terminate the firefighter relationship between them.

7.3 **Construction of Plan.** The headings and subheadings of the Plan have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof. In resolving any conflict among provisions of this Plan or any uncertainty as to the meaning or intention of any provision of this Plan, the interpretation that causes both the Trust to be exempt from taxation and the Plan and Trust to comply with applicable requirements of the Code and other applicable law shall prevail over any different interpretation. The Plan shall be binding upon all Participants, former Participants, and their applicable heirs, beneficiaries, executors, administrators, successors, and assigns.

7.4 **Limitation of Rights.** Neither the establishment of this Plan, nor any modification hereto, nor the creation of any fund or account, nor the payment of any benefits, will be construed as giving any Participant or any other person any legal or equitable right against the City except as provided under the terms of the Plan.

7.5 **Total Agreement.** This Plan constitutes the total agreement between the City and the Participants regarding participation in, and benefits under, the Plan. No oral statement or representation regarding the Plan may be relied upon by any Participant.

7.6 **No Guarantee of Tax Consequences.** The City does not represent or guarantee that any particular federal or state income, payroll, personal property, or other tax consequence will result from participation in this Plan. Participants should consult with their professional tax advisors to determine the tax consequences of participation.

7.7 **§409A and §457 Exemption.** The Plan is not intended to provide deferred compensation. Instead, the Plan is intended to provide for payments that are exempt from the provisions of Code §409A and Code §457 as a "short-term deferral" within the meaning of Treasury Regulation §1.409A-1(b)(4) and Proposed Treasury Regulation §1.457-12(d)(2). Notwithstanding any provision of the Plan to the contrary, in no event whatsoever shall the City, or Plan Administrator have any obligation to take any action to prevent the assessment of any taxes, interest or penalties or be liable for any additional tax, interest or penalties that may be imposed on a Participant (or payee) by reasons of Code §409A or §457 or any damages for failing

to comply with Code §409A or §457. Notwithstanding any provision of the Plan to the contrary, the City may unilaterally amend, modify or terminate the Plan or any right hereunder if the City determines that such amendment, modification or termination is necessary or advisable to comply with applicable law, as a result of changes in applicable law or regulation, or to mitigate the imposition of an additional tax, interest or penalty under Code §409A or §457. Each Participant is fully responsible for any and all taxes or other amounts imposed by the Code, including, but not limited to, Code §409A and §457, and other taxing jurisdictions in connection with their Plan participation.

7.8 **Consent.** Each Participant shall be deemed to have assented to the terms and conditions of the Plan. An individual may not sell, assign, or hypothecate, in any manner, all or any part of the individual's potential payments under the Plan.

7.9 **Beneficiary.** A Participant may designate a beneficiary or beneficiaries, including a trust, to receive any amount payable under this Plan on account of the Participant's death. Such designation shall be made by execution of a written designation of beneficiary in the form approved by the Plan Administrator. In the event of the Participant's failure to designate a beneficiary before his or her death or the ineffectiveness of such a designation for any reason, the amount payable under this Plan as a result of the Participant's death shall be paid to the Participant's surviving spouse, or if the Participant is not survived by his or her spouse, then to the Participant's estate.

7.10 **Severability.** If any provision of the Plan is held unenforceable, the remainder of the Plan shall continue in full force and effect without regard to such unenforceable provision and shall be applied as though the unenforceable provision were not contained in the Plan.

7.11 **Administrative Regulations.** The provisions of this Plan are subject to relevant provisions of any administrative regulations, policies, and procedures that the City may have for volunteer firefighters and any volunteer service contracts between the City and a Participant. The provisions of the Troy Fire Department Policies, Procedures, Guidelines and/or Directives (as amended from time to time) and any administrative regulations, policies, procedures, or service contracts for volunteer firefighters relative to retention benefits are controlling in the event of a conflict between the terms of the administrative regulations or applicable service contract and the Plan.



**IN WITNESS WHEREOF**, this document has been signed and sealed on behalf of the City of Troy, but its duly authorized officers, on this \_\_\_\_ day of April, 2023.

**CITY OF TROY**

By: \_\_\_\_\_  
Ethan Baker, Mayor

By: \_\_\_\_\_  
M. Aileen Dickson, City Clerk

**CITY OF TROY  
FIREFIGHTERS INCENTIVE TRUST**

**ARTICLE 1  
GENERAL PROVISIONS**

1.1 **Establishment and Purpose.** The City of Troy Firefighters Incentive Trust (the "Trust") is hereby established to allow the City of Troy (the "City") to fund the benefits as provided pursuant to the provisions of the City of Troy Firefighters Incentive Plan, an essential government function.

1.2 **Short Title.** This Trust may be known and cited as the City of Troy Firefighters Incentive Trust.

1.3 **Definitions.** For the purposes of this Trust, the following words shall have the meanings respectively ascribed to them by this section:

(a) "Board" means the board of trustees of the Trust as described in Section 3.1.

(b) "City" means the City of Troy, Michigan.

(c) "City Council" means the City Council of the City.

(d) "Code" means the Internal Revenue Code of 1986, as amended. Reference to any section or subsection of the Code includes reference to any comparable or succeeding provision of any legislation which amends or replaces such section or subsection and any regulations thereto.

(e) "Contribution(s)" means the payments made to the Trust by the City for the purpose of funding and providing benefits under the Plan.

(f) "P.A. 314" means the Public Employee Retirement System Investment Act, Public Act 1965 No. 314 (as amended), MCL 38.1132 *et seq.*

(g) "Plan" means the City of Troy Firefighters Incentive Plan. A description of the incentive benefits provided to eligible Plan Beneficiaries under the Plan is maintained by the Plan Administrator.

(h) "Plan Administrator" means the City's Chief Financial Officer (or his or her designee). The Plan Administrator shall be responsible for the day-to-day operations of the Plan and shall carry out the directives of the City.

(i) "Plan Beneficiary" means a participant or beneficiary as defined in the Plan.

(j) “Trust” means the City of Troy Firefighters Incentive Trust as established pursuant to the declaration of trust approved by the City Council and as may be amended from time to time.

(k) “Trustee” means a member of the Board.

(l) “Voluntary Incentive Committee” means a committee comprised of representatives selected by each of the six fire stations in the City.

#### 1.4 **Interpretation and law; Construction.**

(a) The Trust is hereby established and shall be administered consistent with applicable federal and Michigan law, including, but not limited to the Code, P.A. 314, and all applicable statutes, ordinances, rules, regulations, and judicial decisions interpreting the foregoing provisions.

(b) The Trust shall constitute a grantor governmental trust pursuant to Section 115 of the Code (as amended) and shall be construed, enforced and administered and the validity thereof determined in accordance with the Code and the applicable laws of the State of Michigan. If any provision of the Trust is held to violate the Code or to be illegal or invalid for any other reason, that provision shall be deemed to be null and void, but the invalidation of that provision shall not otherwise affect the Trust.

(c) Neither the establishment of the Trust, nor any modification thereof, nor the creation of any fund or account, nor the payment of any benefits to the Plan, shall be construed as giving to any person, any legal or equitable right against the City, its elected or appointed officials or employees, the Board or any individual Trustee, except as may otherwise be provided in the Trust.

(d) The headings and subheadings in this Trust are inserted for convenience of reference only and are not to be considered in the construction of any provision of the Trust.

(e) Words herein in the masculine gender shall be construed to include the feminine gender where appropriate, and words used herein in the singular or plural shall be construed as being in the plural or singular where appropriate.

(f) In resolving any conflict among provisions of this Trust or any uncertainty as to the meaning or intention of any provision of this Trust, the interpretation that causes both the Trust to be exempt from tax and the Trust to comply with all applicable requirements of the Code shall prevail over any different interpretation.

1.5 **Notice.** Notice given to all interested parties shall, unless otherwise specified in this Trust, be sufficient if in writing and delivered or sent by prepaid first class mail, or via electronic delivery to the extent permitted by applicable law. Except as otherwise noted, the distribution or delivery of any statements or documents required under the Trust shall be

sufficient if delivered in person or prepaid first class mail, or via electronic delivery to the extent permitted by applicable law.

1.6 **Amendments.** The provisions of the Trust may be amended at any time by the City Council in accordance with applicable law. The Voluntary Incentive Committee will be notified at least thirty (30) days in advance that a proposed amendment or revision will be submitted to the City Council for consideration. The City Council shall hold a public hearing prior to taking any formal action to amend or terminate the Trust.

## **ARTICLE 2 INCENTIVE TRUST FOR VOLUNTEER FIREFIGHTERS**

2.1 **Irrevocable Trust, Established.** The Trust, established by the City in accordance with Section 115 of the Code shall be an irrevocable grantor trust administered consistent with applicable federal and Michigan law, and shall constitute a governmental trust under Section 115 of the Code, as amended, Revenue Rulings 77-261 and 90-74, and other relevant guidance. The Trust is intended to fund benefits under the Plan pursuant to applicable provisions of the Internal Revenue Code, the regulations promulgated under each, and applicable federal and Michigan law. The Trust shall conform to all applicable sections of the Internal Revenue Code, the statement of purpose in this Trust, and all statutes, ordinances, rules, administrative regulations, arbitrators' awards and judicial decisions interpreting the foregoing provisions.

The Trust shall consist of Contributions made by the City pursuant to Section 2.3, all investments made or held under Trust, and all income therefrom, both received and accrued, and any other property, which may be received or held by reason of this Trust. The income accruing to the Trust shall be excluded from gross income as such trust income is derived from the exercise of an essential governmental function as provided for under Section 115(1) of the Code, as amended, Revenue Rulings 77-261 and 90-74, and other relevant guidance.

### **2.2 Use of Trust Assets.**

(a) The Trust assets shall not be used for or diverted to purposes other than to provide the benefits under the Plan or to pay for reasonable and necessary services, costs and expenses related to assisting the Board in the operation of the Trust. Plan Beneficiaries shall have no preferred claim on, or any beneficial ownership interest in, any assets of the Trust.

(b) All income, profits, recoveries, contributions, forfeitures and any and all monies, securities and properties of any kind at any time received or held by the Trustees hereunder, shall become part of the Trust when received, and shall be held for the use and purposes hereof.

(c) Any assets held by the Trust shall be subject to the claims of the City's general creditors in the event of the City's insolvency.

### 2.3 **Funding.**

(a) For the purpose of creating and maintaining a fund for the payment of benefits payable as provided in the Plan, the City will pay to the Trust Contributions in an amount recommended by the City Manager and included in the approved City Council budget. Such Contributions shall also be made in accordance with any regulations of the Board as are not inconsistent with the authority stated in the Plan or this Trust document, or under applicable law.

(b) Subject to the tax provisions of applicable ordinances, resolutions and state law, the Board may, to the extent matters are not set forth in the Trust, in their discretion decide the manner and means of payments, the procedures to be followed in making the payments, and the forms required to accompany the payments to the Trust. Upon determination by the Board of these matters, the Board shall provide written notice to the City and will provide for payments by the City to be made pursuant to the rules and regulations of the Trust.

(c) Time is of the essence in making and processing all payments to the Trust. The parties recognize that the regular and timely payments of Contributions are essential to the operation of the Trust and the provision of benefits under the Plan.

### 2.4 **Trust Liabilities.**

(a) Neither the City, nor any Trustee, former Trustee, or Plan Beneficiary shall be liable for any debts, liabilities or obligations of the Trust except as provided herein. Neither the City, nor any Plan Beneficiary shall have any right to the return of any money properly paid into the Trust, except as otherwise specifically provided in this Trust, or to money improperly paid which has already been invested or distributed.

(b) No part of the Trust or any assets payable therefrom shall be subject to alienation, sale, transfer, assignment, pledge, or encumbrance charge by any person. No Plan Beneficiary shall be entitled to receive any part of the Contributions made by the City or payments required to be made by the Trust, in lieu of such benefits provided under the Plan as determined by the Trustees in accordance with the Trust.

2.5 **Termination of the Trust.** The Trust shall continue during such period of time as may be necessary to carry out the provisions of the Plan and for a period of time sufficient to wind up the affairs of the Trust. Provided there are no longer any Plan Beneficiaries eligible for benefits or who may yet become eligible to receive benefits from the Plan and all benefit obligations to Plan Beneficiaries have been satisfied, the Trust may thereafter be terminated at any time by the Board so long as the termination is consistent with any then existing City decisions. It shall not be necessary for the City to execute such an agreement for the Trust to terminate. If the Trust terminates, the remaining funds available after providing for all the outstanding obligations shall be returned to the City.

### **ARTICLE 3 BOARD OF TRUSTEES**

#### **3.1 Board of Trustees.**

(a) The Board of Trustees of the Trust shall consist of the following seven (7) members:

- (1) The City Manager or his/her designee;
- (2) The City Financial Services Director or his/her designee, who shall serve as Chair of the Board;
- (3) Three active volunteer firefighters appointed by the Voluntary Incentive Committee;
- (4) One member of the City Council as selected by the City Council; and
- (5) One citizen of the City, appointed by the Mayor..

(b) The general administration, management and responsibility for the proper operation of the Trust and for making effective and construing the provisions of the Trust shall be vested in the Board of Trustees established by this Section, consistent with applicable state and federal laws and regulations. The Board of Trustees shall be the investment fiduciary of the Trust. A Trustee shall discharge his or her duties with the care, skill, and caution under the circumstances then prevailing which a prudent person, acting in a like capacity and familiar with those matters, would use in the conduct of an activity of like character and purpose.

#### **3.2 Trustees' Terms of Office.**

(a) The regular terms of office of the Voluntary Incentive Committee and citizen-appointed Trustees shall be three years.

(b) Each Trustee shall serve until the expiration of his or her term of office or until his or her death, incapacity, resignation or removal.

(c) In the event a Voluntary Incentive Committee-appointed Trustee resigns or is removed as an eligible firefighter (as defined in the Plan), he or she shall be considered to have resigned from the Board. The Board shall, by resolution, declare his or her office of Trustee vacated as of the date of such resolution. Any vacancy occurring in the office of Trustee shall be filled within sixty (60) days following the date of the vacancy, for the unexpired portion of the term, in the same manner in which the office was previously filled.

(d) If a Trustee as provided in Section 3.1(a) shall fail to attend scheduled meetings of the Board for three consecutive meetings, unless in each case excused for cause by the remaining Trustees attending such meetings, the Trustee shall be considered to have resigned from the Board, and the Board shall, by resolution, declare the office of the Trustee vacated as of the date of adoption of such resolution. Any vacancy occurring in the office of Trustee shall be filled within sixty (60) days following the date of the vacancy, for the unexpired portion of the term, in the same manner in which the office was previously filled.

(e) A vacancy or vacancies in the office of the Trustees shall not impair the powers of the remaining Trustees to administer the affairs of the Trust, provided there are sufficient Trustees to constitute a quorum. If a vacancy occurs on the Board, it shall be filled as soon as practically possible.

(f) Each successor Trustee, upon accepting such appointment, shall have and enjoy all the powers, both discretionary and ministerial, and shall be charged with all of the duties and responsibilities herein conferred upon his predecessor.

### 3.3 **Officers and Administration.**

(a) At its first meeting in the calendar year, the Trustees shall elect a chairperson pro-tem. The chairperson pro-tem shall serve a term of one year or until a new chairperson pro tem is elected.

(b) The Board shall designate a member or other individual to serve as secretary of the Board. The secretary's term shall be at the pleasure of the Board.

(c) The City Treasurer shall serve as the treasurer of the Trust. Any reimbursement for the City Treasurer's service shall be in accordance with the provisions of Section 3.3(e).

(d) The Board may employ such other clerical staff or administrative staff to perform whatever administrative activities are required in the proper performance of the Trust. In addition thereto, the Trustees may, if they desire, utilize other staff to perform such clerical and administrative duties as they may, in their sole discretion, determine is reasonably and prudently necessary to carry out the Trust's activities and purposes. Under no circumstances shall said staff have control or authority with respect to the management of the Trust or its assets. The said staff shall not be clothed with any type of authority or power which will constitute the staff as a fiduciary. Said staff will not have the power or authority to act as an investment counselor or manager and will not be authorized to furnish investment advice. Said staff shall also not have the power or authority to render the staff a fiduciary to the Trust.

(e) The Board may request to utilize City staff for such functions as personnel administration, accounting, banking, purchasing, or other services necessary for the proper administration of the Plan or Trust. On an annual basis, the City will provide the Board with a cost allocation for the City employees who are qualified to perform the required duties. If the parties mutually agree that these functions will be performed by City employees, then

the City will notify the Board of the cost of performing the assigned duties, and such costs will be reimbursed from the assets of the Trust. There must be compliance with all established City control procedures and policies related to these services.

(f) The Board shall employ an investment manager or investment managers to manage some or all of the assets of the Trust. Each investment manager must be registered under the Investment Advisor's Act of 1940, as amended, (15 USC 80b-1) and must meet any applicable state and federal requirements to act as an investment manager. The Board may, if it deems proper in its discretion, or if the circumstances require it, appoint such investment manager, managers, banks or insurance companies as fiduciaries and enter into an agreement with such institutions, naming it a fiduciary and conveying to such fiduciary all or a portion of the assets of the Trust, so that said fiduciary may handle, manage and hold those assets conveyed to it. All assets conveyed to said fiduciary shall be subject to the provision of the agreement or agreements between the Board and the fiduciary.

(g) The City Attorney shall serve as legal counsel to the Board. Any reimbursement for the City Attorney's service shall be in accordance with the provisions of Section 3.3(e).

#### 3.4 **Board Meetings.**

(a) The Board shall meet at least once quarterly. The Board shall determine the time for the regular meetings of the Board and the place or places where such meetings shall be held. The secretary or his or her designee shall be responsible for giving notice of the time and place of such meetings to the Board.

(b) Notice and conduct of all meetings of the Board, both regular and special, shall be given in accordance with applicable law including the Michigan Open Meetings Act (MCL §15.261 *et seq.*) (as amended).

(c) The Board shall adopt its own rules of procedure and shall keep a record of its proceedings. Four (4) Trustees shall constitute a quorum at any meeting of the Board. Each Trustee shall be entitled to one vote on each question before the Board and at least four (4) concurring votes shall be necessary for a decision of the Board.

3.5 **Compensation.** All Trustees shall serve without compensation as members of the Board. Trustees may be reimbursed by the Trust for reasonable and necessary costs and expenses of the Trustees in performing their duties as Trustees as related to the operation of the Plan or Trust.

3.6 **Trustees' Powers and Responsibilities.** The Trustees shall hold all the powers that are necessary to carry out the purposes of the Trust and are generally available to Trustees under the laws of the State of Michigan, except as limited by the Trust and by federal law and regulations. It is intended that the Trust shall be tax exempt and shall qualify under the Code and any amendments of the Code applicable to trusts and plans of this type. The Trustees shall have the continuing duty to propose to the City, amendments to the Trust to the extent it



becomes necessary to qualify the Trust under the Code and to continue the tax exempt status of the Trust. The Trustees shall take no action nor make any determination inconsistent with any qualification or ruling of the Internal Revenue Service, an arbitrator or the courts with respect to the Trust. In the case of amendments to the Code or changes of applicable regulations by the Internal Revenue Service or the Labor Department, the Trustees are empowered to take all necessary action authorized by the Plan and the Trust, federal and state law and regulations, to continue the qualification of the Trust as a tax-exempt trust. In carrying out the purposes of the Trust, the Trustees shall have the following powers and duties:

(a) The Trustees shall, in order to effectuate the purposes of the Trust, be bound by the terms of the Plan, the Trust, and any applicable administrative regulations.

(b) Consistent with applicable state and federal laws and regulations, the Board shall have the power to promulgate rules and regulations for the day-to-day management of the Trust, the investment of monies held by the Trust, to determine all questions regarding the interpretation of the Trust, and such other Trust related subjects as shall be deemed necessary and proper by the Board. If any rule or regulation of the Trust or part thereof is found to be in conflict with any law, statute, judicial decision, arbitration decision or any other competent body or tribunal, such rule or regulation or part thereof shall be deemed void and all other rules and regulations of the Trust shall remain in effect.

(c) Whenever the signature of a Trustee is required on any document, two signatures of the individuals authorized by the Board shall be required.

### 3.7 **Investment of Trust Assets.**

(a) The Board shall be authorized to invest the assets of the Trust in accordance with the provisions of P.A. 314.

(b) The Board shall invest and reinvest the principal and income of the Trust, without distinction between principal and income, in its sole discretion. The Board in its sole discretion may keep such portion of the Trust in cash or cash balances as the Board may from time to time deem to be in the best interests of the Trust.

(c) To the extent permitted by law, the Board may commingle the investment of the Trust with other funds that it administers.

3.8 **Board Liabilities.** The Board's responsibilities and liabilities shall be subject to the following limitations and other limitations as set forth in the Trust:

(a) The Board shall have no duties other than those expressly set forth in this Trust and those imposed on the Board by applicable laws.

(b) The Board shall be responsible only for money and property actually received by the Board, and then to the extent described in this Trust.

(c) The Board shall not be responsible for the correctness of any determination of payments or disbursements from the Trust.

(d) The Board shall have no liability for the acts or omissions of any predecessor or successor in office.

(e) The Board shall have no liability for the acts or omissions of any (a) Investment Manager or Managers; (b) insurance company; (c) investment fund; or (d) contractor.

(f) In the event of any suit brought against the Trustees arising out of the acts within the scope and powers and duties of the Trustees, or in the event of any lawsuit brought by the Trustees, the cost of defense or prosecution of such lawsuit shall be charged to the Trust, and shall be paid directly from the Trust, provided such costs are not incurred by reason of bad faith, gross negligence, or breach of a fiduciary obligation to the Trust or to the Plan Beneficiaries.

(g) The Board may authorize the purchase of insurance for the Trust and for the Trustees to cover liability or losses occurring for any reason, including, but not limited to, an act or omission (errors or omissions) of a fiduciary, including the Trustees; provided however, that such insurance policy permits recourse by the insured against the fiduciary, including the Trustee(s) involved, in case of breach of fiduciary obligation by the fiduciary.

### 3.9 **Reports.**

(a) The Trustees, or their respective designees, shall establish a uniform system for the timely transmission of required reports and contributions.

(b) The Trustees shall maintain, or cause to be maintained, proper books of accounts and records of and for the administration of the Trust, including the minutes of all meetings, make them available for inspection during reasonable business hours by the City, or any Plan Beneficiary.

(c) The financial records of the Trust shall be subject to the annual audit of the City. The Trustees shall fully comply with all applicable statutory and municipal budgetary and accounting procedures and provide access to or documentation of all assets and liabilities of the Trust and a resume of the operations of the Trust for the preceding year together with such other data as may be required by law or as part of the City's annual financial report.

**IN WITNESS WHEREOF**, this document has been signed and sealed on behalf of the City of Troy, but its duly authorized officers, on this \_\_\_\_ day of April, 2023.

**CITY OF TROY**

By: \_\_\_\_\_  
Ethan Baker, Mayor

By: \_\_\_\_\_  
M. Aileen Dickson, City Clerk

**A. CALL TO ORDER:**

A Special Meeting of the Troy City Council was held on April 10, 2023, at City Hall, 500 W. Big Beaver Rd. Mayor Baker called the meeting to order at 6:01 PM.

**B. ROLL CALL:**

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

**C. PUBLIC COMMENT:**

Blaine Coleman	Commented on the need for a resolution supporting Palestine, and opposing military aid for Israel.
Mozhgan Savabieasfahani	Commented on the need for a resolution supporting Palestine, and opposing military aid for Israel.

**D. BUSINESS STATED IN THE SPECIAL MEETING NOTICE:****D-1 Presentation of the Proposed Fiscal Year 2023-2024 Budget**

Budget is available for review on the City's website at

[https://troymi.gov/departments/city\\_manager/financial\\_services/index.php](https://troymi.gov/departments/city_manager/financial_services/index.php)

City Manager Mark Miller, Assistant City Manager Bob Bruner, and Chief Financial Officer Rob Maleszyk discussed the 2023/2024 Budget presentation.

Mayor Pro Tem Chamberlain-Creanga asked about maintenance costs, and maintenance endowments established with community foundations funded by private donors. City Manager Miller commented that there was a facilities assessment done a few years ago that is still being referenced, and is about due to be redone in the next 2 to 3 years. He said there have been endowments established for some facilities such as the Library. Public Works Director Kurt Bovensiep commented on the use of software that tracks maintenance and depreciation of vehicles in the Fleet Division. Mayor Pro Tem Chamberlain-Creanga asked about sidewalk maintenance in relation to the concerns about a concrete shortage. Mr. Bovensiep commented that there is not a concern at this time with a concrete shortage. Mayor Pro Tem Chamberlain-Creanga asked about budgeting for placemaking. Mr. Miller commented that the new ice-skating ribbon with surrounding park is a project that would accomplish some placemaking. Mr. Maleszyk commented that there is a constant struggle with red-tape involved with Federal grants. Mayor Pro Tem Chamberlain-Creanga commented that she would like to see a Budget infographic again this year. She commented that she wants to see community engagement

regarding the Troy Family Aquatic Center. Mr. Maleszyk commented that the auditor is going to review the expenditures of TFAC and other facilities, and they might make some decisions to move facilities to the General Fund.

Council Member Hamilton asked about the status of trails and pathways funding. Mr. Bovensiepe commented that there are upcoming discussions and meetings regarding the trail from Wattles to Long Lake, connecting to Sylvan Glen. Council Member Hamilton asked about the struggles with filling positions. Mr. Maleszyk commented that there is still a struggle to find qualified applicants, but Troy has high standards.

Council Member Erickson Gault asked if the City is still pursuing grants in spite of the red-tape. Mr. Miller said that Troy is absolutely pursuing every grant opportunity that is offered, and Mr. Maleszyk commented that the Finance Division is doing a great job getting Federal grants and working through the red-tape. Council Member Erickson Gault asked if the increase in property taxes is from new houses, or increases on existing houses. Assessor Kelly Timm commented that 1.9% of the increase is from uncapping taxes and new construction. Council Member Erickson Gault asked about the future of the funding of the Aquatic Center. Mr. Maleszyk commented that it has not been moved into the General Fund yet because we need to highlight the needs of the facility, and the costs associated with those needs, and the question of rebuilding versus repairing needs to be addressed.

Council Member Brooks asked about the expiration of union contracts that were settled at lower rates, and if there is concern for when those contracts expire. Mr. Maleszyk said that yes, there is concern about increases in order to keep up with inflation, and that there will be discussions as those contract negotiations get set to begin.

Council Member Hodorek asked about the impact inflation had on the plans for the Library Youth Services Section. Mr. Maleszyk said the money is in the Fund Balance and is ready to spend on that project when.

Council Member Abraham asked that Human Resources Director Jeanette Menig be at the TFAC Study Session. She commented that she is happy to see that both State and Federal elected officials are coming to Troy with interest in projects to fund with grants.

Mayor Baker asked if there is a plan to fund signage throughout the City, for example in the parks and City borders. Mr. Miller commented that funding for signs is not in this Budget, and City Management will provide City Council with more information.

Council Member Hodorek commented that even though Public Safety wasn't mentioned a lot at tonight's discussion, everything related to Public Safety is a top priority throughout the Budget.

## **E. OTHER BUSINESS:**

## **F. ADJOURNMENT:**

The Meeting **ADJOURNED** at 7:19 PM.

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Mayor Ethan Baker

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M. Aileen Dickson, MMC, MiPMC II  
City Clerk

**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 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

Reverend James Houbeck from St. Anastasia Catholic Church performed the Invocation. The Pledge of Allegiance to the Flag was given.

## **A. CALL TO ORDER:**

A Regular Meeting of the Troy City Council was held on April 10, 2023, at City Hall, 500 W. Big Beaver Rd. Mayor Baker called the meeting to order at 7:32 PM.

## **B. ROLL CALL:**

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

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

**C-1** 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*)

The Mayor opened the Public Hearing for public comment.

The Mayor closed the Public Hearing after receiving comment from Tony Kapas, Greg Schaff, Russell Crawshaw, and Cheryl Kapas.

Resolution #2023-04-051

Moved by Baker

Seconded by Chamberlain-Creanga

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: None

No: All-7

## **MOTION FAILED**

The Meeting **RECESSED** at 9:28 PM.

The Meeting **RECONVENED** at 9:36 PM.

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

Peter Dungjen	Commented on Item O-02c with concerns about the new VFIP
Bill Rhodes	Commented on Item I-04 and the need for a dedicated senior center
Mark Kelly	Commented on Item I-04 and the need for a dedicated senior center
Roy Reaume	Commented on Item O-02c with concerns about the new VFIP
Edward Ross	Commented on Item O-02c with concerns about the new VFIP

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

Council Member Hamilton asked Mr. Ross to email to City Council the other plans he mentioned in his comments. He said that the Committee has approved the plan that is being presented to City Council, and the Committee members are appointed by each fire station.

Mayor Baker commented that it is sad that Troy's seniors don't feel welcome here, and he is hoping that something can be done to resolve that. He said he would like City Council to review the suggestions in Mr. Kelly's comments, and discuss with City Management.

Council Member Hodorek commented that she wants to prioritize the requests from Troy's seniors. She said that the City has been facing a lot of financial pressures, and unfortunately that means sometimes requests don't get the attention they deserve. She said she wants to try to correct the issue of Troy's seniors not feeling welcome here.

Mayor Baker commented that he has met with firefighters, and the Committee members. He said that he feels for the retirees, and all the active firefighters who have been affected by the VFIP issues. He said that the members of the Committee have all approved the new plan, and they are elected by the fire stations, so it would be difficult for City Council to overrule the Committee and go in a different direction. He said that unfortunately, it's not possible to make a perfect plan that makes everyone happy, so they need to listen to the majority. He commented that he offered to visit all the fire stations, and one station accepted his offer. He said that he answered the question about what if Council votes down the proposed new plan, and he answered that then there would be no incentive plan for volunteer firefighters, which is something that nobody wants. He said it is not wise to make drastic decisions to try to develop a new plan in an emergency situation like the one we are in now since the new plan has to be decided on at the April 17<sup>th</sup> Council meeting. He said plans can be changed, and he has been involved in two other plan revisions during his time on Council. He said that suggestions can still be made for how to change the plan, but it would not be responsible to ignore the recommendations and approvals of all the people involved in developing the new plan.

Council Member Hodorek commented that she is thankful to Mayor Baker for being so involved in this crisis, and for being the face of the City during all of the public events, especially during the VFIP crisis. She said she doesn't like seeing the misinformation, and misrepresentation, of the Mayor and those who have worked on the new VFIP. She cautioned the public against politicizing public safety, and warned against sharing misinformation of a very complicated matter. She said Council is available to discuss the new plan and proposed revisions, but politicization and misinformation can cause divisiveness that isn't constructive.

## **H. POSTPONED ITEMS:**

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### **H-1 No Postponed Items**

**I. REGULAR BUSINESS:**

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

a) **Mayoral Appointments:** None

b) **City Council Appointments:** None

**I-2 Board and Committee Nominations: a) Mayoral Nominations – None; b) City Council Nominations – Animal Control Appeal Board, Charter Revision Committee, Zoning Board of Appeals**

a) **Mayoral Nominations:** None

b) **City Council Nominations:**

Resolution #2023-04-052

Moved by Chamberlain-Creanga

Seconded by Hamilton

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

**Animal Control Appeal Board**

Appointed by Council

5 Regular Members

3 Year Term

**Nominations to the Animal Control Appeal Board:**

**Unexpired Term Expiring:**

**9/30/2024**

**Nehar Abdullah**

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

Yes: All-7

No: None

**MOTION CARRIED**

Resolution #2023-04-053

Moved by Chamberlain-Creanga

Seconded by Hodorek

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

**Charter Revision Committee**

Appointed by Council  
7 Regular Members  
3 Year Term

**Nominations to the Charter Revision Committee:**

**Term Expires: 4/30/2026**

**Frank Howrylak**

Term currently held by: Frank Howrylak

**Term Expires: 4/30/2026**

**David Fukuzawa**

Term currently held by: Cynthia Wilsher

Yes: All-7  
No: None

**MOTION CARRIED**

Resolution #2023-04-054  
Moved by Chamberlain-Creanga  
Seconded by Erickson Gault

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:

**Zoning Board of Appeals**

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

**Nominations to the Zoning Board of Appeals:**

**Term Expires: 4/30/2026**

**Michael Bossenbroek**

Term currently held by: Michael Bossenbroek

**Term Expires: 4/30/2026**

**James McCauley**

Term currently held by: James McCauley

Yes: All-7  
No: None

**MOTION CARRIED**

**I-3 Request for Closed Session**

Resolution #2023-04-055

Moved by Baker

Seconded by Hamilton

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

Yes: All-7

No: None

**MOTION CARRIED**

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

Resolution #2023-04-056

Moved by Hodorek

Seconded by Erickson Gault

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: All-7

No: None

**MOTION CARRIED**

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

Resolution #2023-04-057

Moved by Baker

Seconded by Chamberlain-Creanga

- A. RESOLVED, That as a result of a favorable personnel evaluation, the City Manager's salary SHALL BE INCREASED 3.5% effective July 1, 2023.
- B. RESOLVED, That as a result of a favorable personnel evaluation, the City Attorney's salary SHALL BE INCREASED 3.5% effective July 1, 2023.

Yes: All-7

No: None

**MOTION CARRIED**

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**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*)**

Resolution #2023-04-058  
Moved by Chamberlain-Creanga  
Seconded by Erickson Gault

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: All-7  
No: None

**MOTION CARRIED**

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**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*)**

Resolution #2023-04-059  
Moved by Hamilton  
Seconded by Erickson Gault

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: All-7  
No: None

**MOTION CARRIED**

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**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*)**

Resolution #2023-04-060  
Moved by Erickson Gault  
Seconded by Brooks

RESOLVED, That, in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *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: All-7  
No: None

**MOTION CARRIED****J. CONSENT AGENDA:**

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

Resolution #2023-04-061-J-1a  
Moved by Abraham  
Seconded by Erickson Gault

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

Yes: All-7  
No: None

**MOTION CARRIED**

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

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

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Resolution #2023-04-061-J-2

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

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

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**J-4 Standard Purchasing Resolutions:**

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

Resolution #2023-04-061-J-4a

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**

Resolution #2023-04-061-J-4b

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**

Resolution #2023-04-061-J-4c

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**

Resolution #2023-04-061-J-4d

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 91<sup>st</sup> Annual Meeting**

Resolution #2023-04-061-J-4e

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

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

Resolution #2023-04-061-J-5

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.

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**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)**

Resolution #2023-04-061-J-6

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:**

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

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

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**L. 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

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**N-1 No Council Referrals Submitted**

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**O. REPORTS:**

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

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

**O-2 Department Reports:**

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

**O-3 Letters of Appreciation:**

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

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

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**P. COUNCIL COMMENTS:**

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**P-1 Council Comments**

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Council Member Hodorek acknowledged that this week is National Dispatchers Week and commented on the important role they play in our community.

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Council Member Chamberlain-Creanga commented on the Recreation Senior Program report and requested that there be more discussion on this topic.

Mayor Baker commented that City Council held a Special Meeting to discuss the proposed 2023-2024 City Budget. He encourages residents to review the proposed budget available on the City website and reach out to City Council or the City Manager with any questions before the Public Hearing scheduled to approve the budget at the May 8, 2023 City Council Meeting.

**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):**

The Meeting **RECESSED** at 10:39 PM.

The Meeting **RECONVENED** at 10:47 PM.

**R. CLOSED SESSION**

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**R-1 Closed Session**

**S. ADJOURNMENT:**

The Meeting **ADJOURNED** at 11:30 PM.

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Mayor Ethan Baker

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M. Aileen Dickson, MMC, MiPMC II  
City Clerk

**PROCLAMATION TO CELEBRATE DEAN SELLERS FORD  
75 YEARS IN BUSINESS 1948 - 2023**

**WHEREAS**, On January 14, 1948 **Dean Sellers, Inc.** was founded by **Dean L. Sellers**. Born in Ohio, Dean came to Detroit in search of the automobile industry where he started his career with Chevrolet. He moved to the Ford Motor Company with Henry Ford and the era of the Whiz Kids and headed up the Ford Ferguson Tractor Division. What he really wanted was a Ford Dealership, so in 1948 he opened **Dean Sellers, Inc.** at 16700 Grand River, in Detroit; and

**WHEREAS**, In the early '70's **Dean** retired and turned the business over to his eldest son, **Tom**. As the business climate changed, **Tom** spent the latter of the 1970's in search of a new location for **Dean Sellers Ford**. In June of 1980, **Tom** struck a deal with Ford Dealer Richard Turner, and relocated to 2600 W. Maple Road in the Troy Motor Mall, its current location for 43 years. **Tom's three children** are in the business all working at the Troy location: **Blair, Dean and Liz**, who now collectively have over 100 years of experience in the automobile retailing business, with a future generation to come; and

**WHEREAS**, When people think of **Dean Sellers**, often words like tradition, longevity, loyalty, customer satisfaction and family are spoken. **Tom Sellers** enjoyed saying "Hello" to employees and customers every day. At Sellers, ensuring customers are treated well has always been a top priority, and the dealership's long-term success can be attributed to talented, loyal, and hard-working employees. Like **Chuck Barr** (Parts) who started at the original Grand River location in 1976; and

**WHEREAS**, Having over 30 years of employment at the dealership are **Steve Fulcher** (Service), **Chris Griffin** (Body Shop) and **Dave Erickson** (Parts). Christie Parker (Sales), **Andrea Pawelkowski** (Sales), **Ryan Moore** (Sales), **Fred Klein** (Finance), and **Andy Bell** (Service) all have over 20 years. With over 15 years are **Marc Harris** (Service), **Shareek Asgarally** (Service), **Larry Bishop** (Service), **Chris Carr** (Service), **Darlene Paul** (Sales) and **Jon Whitfield** (Sales). Too many to list have over 10 years! The **Sellers** strive for happy employees who in turn keep customers happy. Being active in the community and having a good reputation in the marketplace are also important; and

**WHEREAS**, **Dean Sellers Ford** has been one of Ford's Top 100 volume dealers for many years and has achieved the Ford Motor Company's most prestigious award for Customer Satisfaction ten times. As the dealership continues to operate in this ever-changing current era of technology, they will continue to strive and help customers with their automotive needs;

**NOW, THEREFORE, BE IT RESOLVED**, That the Mayor and City Council of the City of Troy hereby congratulate **Dean Sellers Ford on their 75<sup>th</sup> anniversary** in business; and

**BE IT FURTHER RESOLVED**, That the Mayor, City Council and City Management join the citizens of this community in celebration of the **75<sup>th</sup> anniversary of Dean Sellers Ford** and look forward to it being part of Troy for many more years to come, offering excellent service buying and servicing a vehicle.

**Presented this 8<sup>th</sup> day of May 2023**



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

J-04a

## CITY COUNCIL AGENDA ITEM

Date: April 11, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Dee Ann Irby, Controller  
Emily Frontera, Purchasing Manager  
Paul Evans, Zoning and Compliance Specialist

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Abandoned Property Mowing

### History

- City Code Chapter 82 requires that persons controlling property and the adjacent right-of-way maintain grass and weeds no higher than 8 inches. Troy Code Enforcement is responsible for identifying, enforcing, and eliminating the presence of tall grass and weeds on private property and adjacent rights of ways within the City.
- If tall grass and weeds remain after the City notifies the property owner of a violation, the Code allows the City or its agent to eliminate tall grass and weeds at the property owner's expense.
- Property owners are invoiced for contractor charges, Inspector labor and vehicle charges, and costs to create and process invoices. Unpaid costs are charged to the property.
- Properties cut typically include single family homes, vacant lots, those with unoccupied buildings, and rights-of-way between property and roads.
- In 2022, the City requested service 173 times for mowing an aggregate total of 3,789,000 square feet.

### Purchasing

- On March 16, 2023, a bid opening was conducted as required by City Charter/Code and bid proposals were received at the City's request from firms interested in providing Abandoned Property Mowing Services for the City of Troy.
- Companies were notified via the MITN Purchasing Group website; [www.bidnetdirect.com/city-of-troy-mi](http://www.bidnetdirect.com/city-of-troy-mi). Two hundred forty-four (244) vendors were notified via the MITN website.
- One (1) bid response was received. One (1) additional bid was non-responsive as they did not provide the bid surety as specified. Below is a detailed summary of potential vendors for the bid opportunity.

Companies notified via MITN	244
Troy Companies notified via MITN	5
Troy Companies notified - Active email Notification	4
Troy Companies - Active Free	1
Companies that viewed the bid	30
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.

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500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

### **Purchasing (continued)**

- *Green Leaves Inc. of Southfield, MI* is the low bidder meeting all bid specifications and is being recommended for award.
- Green Leaves' bid includes an additional cost of \$0.04 per square foot for any property with turf exceeding 36" in height to cover the labor for multiple cuts and a 5% escalator for each option year renewal.

### **Financial**

Funds for the Abandoned Mowing Program are available in the Building Inspection Department operating budgets. Expenditures will be charged to 101.371.371.7816. Funds are recouped as property owners are invoiced for abated services. Unpaid costs are charged to the property.

### **Recommendation**

City Management recommends awarding a three (3) year contract with the option to renew for two (2) additional years to the low bidder meeting specifications; *Green Leaves Inc. of Southfield MI*, for an estimated total cost of \$193,400 for 2023, \$203,070 for 2024 and \$212,740 for year 2025 at prices contained in the bid tabulation opened March 16, 2023, contract expiring December 31, 2027.

Vendor Name:	Green Leaves, Inc.
City:	Southfield, MI
Check #:	9222623136
Check Amount:	\$2,000.00

**PROPOSAL: FURNISH ALL LABOR, TOOLS, EQUIPMENT, TRANSPORTATION, AND LANDSCAPE MAINTENANCE SERVICES FOR MOWING ABANDONED PROPERTIES FOR THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL YEARS.**

Description	2023	2024	2025
ITEM #1 - SQUARE FOOT PRICING			
Unit Price (Cost per Sqare Foot)	\$0.04	\$0.04	\$0.04
Total Est. Cost (4,835,000 Sq. Ft. x Unit Price	\$193,400.00	\$203,070.00	\$212,740.00
Total Est. Cost (3 Years):	\$609,210.00		
ITEM #2 - HOURLY FEE per Specification C -14			
Cost for Hourly Fee	\$95.00	\$100.00	\$105.00
ITEM #3 - SHOW-UP FEE per Specifications C-15			
Cost for Show-up Fee	\$20.00	\$21.00	\$22.00

Confirmed Specs understanding:	Y/N	Y
Can meet Service Schedule:	Y/N	Y
<b>Contact Information:</b>		
Hrs of Operation:		7am to dark
24 Hr. Contact Phone No.:		248-505-7793
E-mail Address:		<a href="mailto:office@greenleavesinc.com">office@greenleavesinc.com</a>
Contact Name:		Sean Najjar
References:	Y/N	Y
Insurance Met:	Y/N	Y
Payment Terms:		Net 30
Exceptions:		The reasons for the exception, deviation, etc. are an integral part of this bid offer. There is an additional cost of \$0.04 per square foot for any property that has turf over 36". Said \$0.04 will be in affect for 2023, 2024, and 2025. The additional cost is for labor to cut the turf multiple times as well as the cost to remove and deliver the clippings to a facility that will dispose of the debris. Also, should the City of Troy choose to extend this Agreement for the optional 2 years, costs will increase 5% each consecutive year.
Acknowledgement:	Y/N	Y
Signed Vendor Questionnaire:	Y/N	Y
Indemnification Clause:	Y/N	Y
Sole Proprietor Worker's Comp Release Form (if applicable):	Y/N	N/A
Forms:	Y/N	Y

Attest:  
(\*Bid Opening conducted via a Zoom Meeting)  
Jackie Ferencz  
Heather Chomiak





500 West Big Beaver  
Troy, MI 48084  
troymi.gov

J-04b

## CITY COUNCIL AGENDA ITEM

Date: April 14, 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 23-06 – 2023 Sewer Cleaning and Televising – 3 Year Contract

### **History**

City DPW staff proactively cleans and televises the smaller diameter sanitary sewers in the City. The larger diameter trunk line sewers require specialty equipment. This project consists of cleaning and televising of existing larger diameter sanitary sewer at various locations within the City for the next 3 years. The work is anticipated to start in May and be completed by December for the calendar year of 2023.

### **Purchasing**

Bids were received and publicly read on April 5, 2023. The low bid of \$137,500.00 for Calendar Year 2023 was submitted by Rogue Industrial Services, 1250 Fox Chase Road, Bloomfield Hills, MI 48301 as shown on the attached bid tab.

Work was competitively bid and publicly opened with seven (7) 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 2023-25 Sewer Fund. The budgeted amount for each year of the 3-year Contract is \$500,000.00 and includes funds for inspection, testing, and contingencies.

### **Recommendation**

It is recommended that City Council award the 2023 Sewer Cleaning and Televising – 3 Year Contract to Rogue Industrial Services, 1250 Fox Chase Road, Bloomfield Hills, MI 48301, for a maximum amount of \$400,000.00 for each year of the 3-year Contract.

BID TABULATION  
CONTRACT 23-06  
2023 SEWER CLEANING AND  
TELEVISIONING - 3 YR CONTRACT

City of Troy  
Oakland County, Michigan

Bids Due: April 5, 2023  
Project Nos. 23.403.5

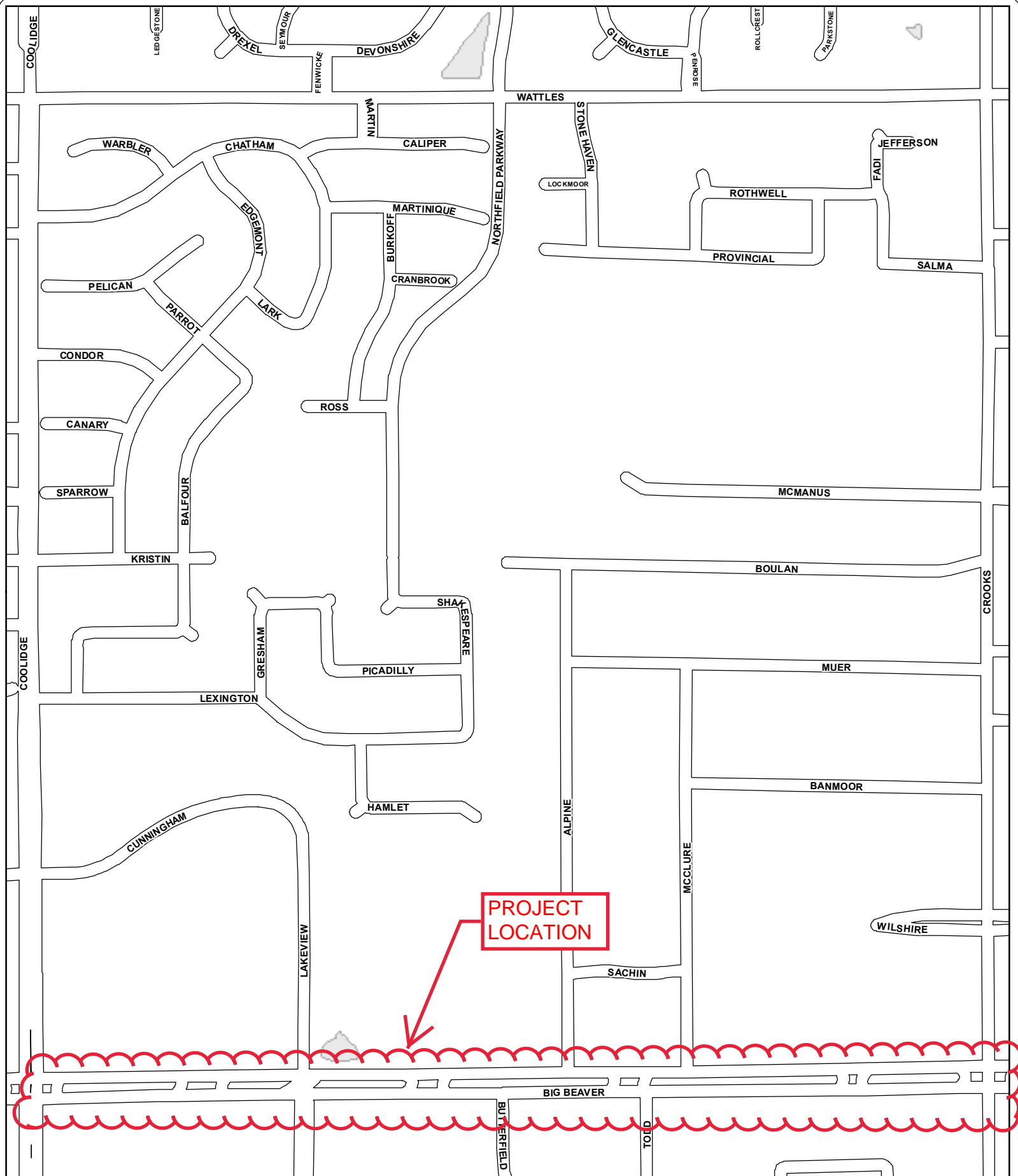
**Total Bid Amount**

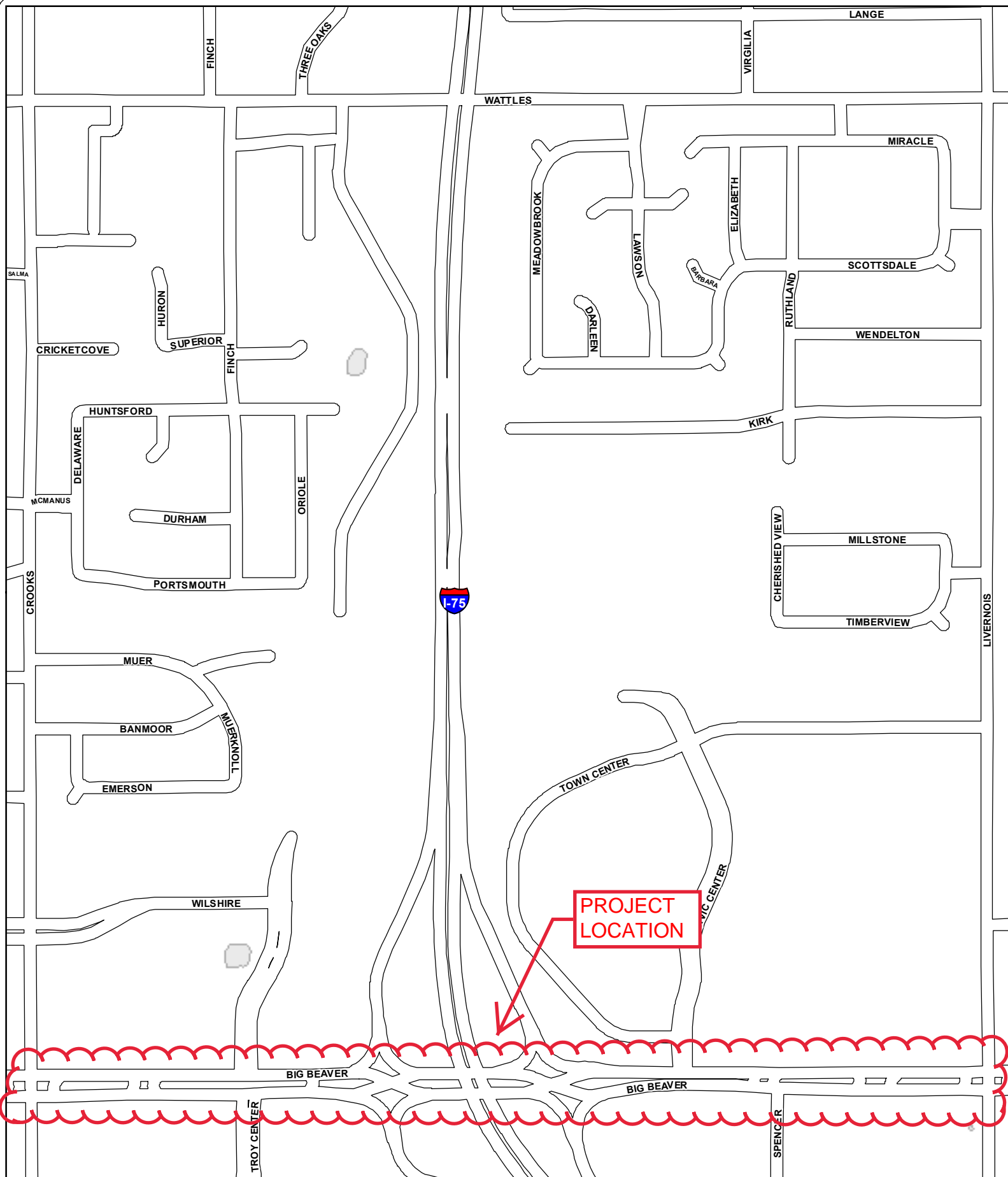
1	M & K Jetting and Televisioning, LLC	\$	77,550.00	**
2	Pipetek Industrial Services	\$	118,025.00	**
3	Rogue Industrial Services	\$	137,500.00	*
4	Safeway Transport, Inc	\$	146,755.00	
5	D.V.M. Utilities, Inc.	\$	185,175.00	
6	Pipeline Management Company	\$	293,000.00	***
7	National Power Rodding Corp.	\$	376,200.00	

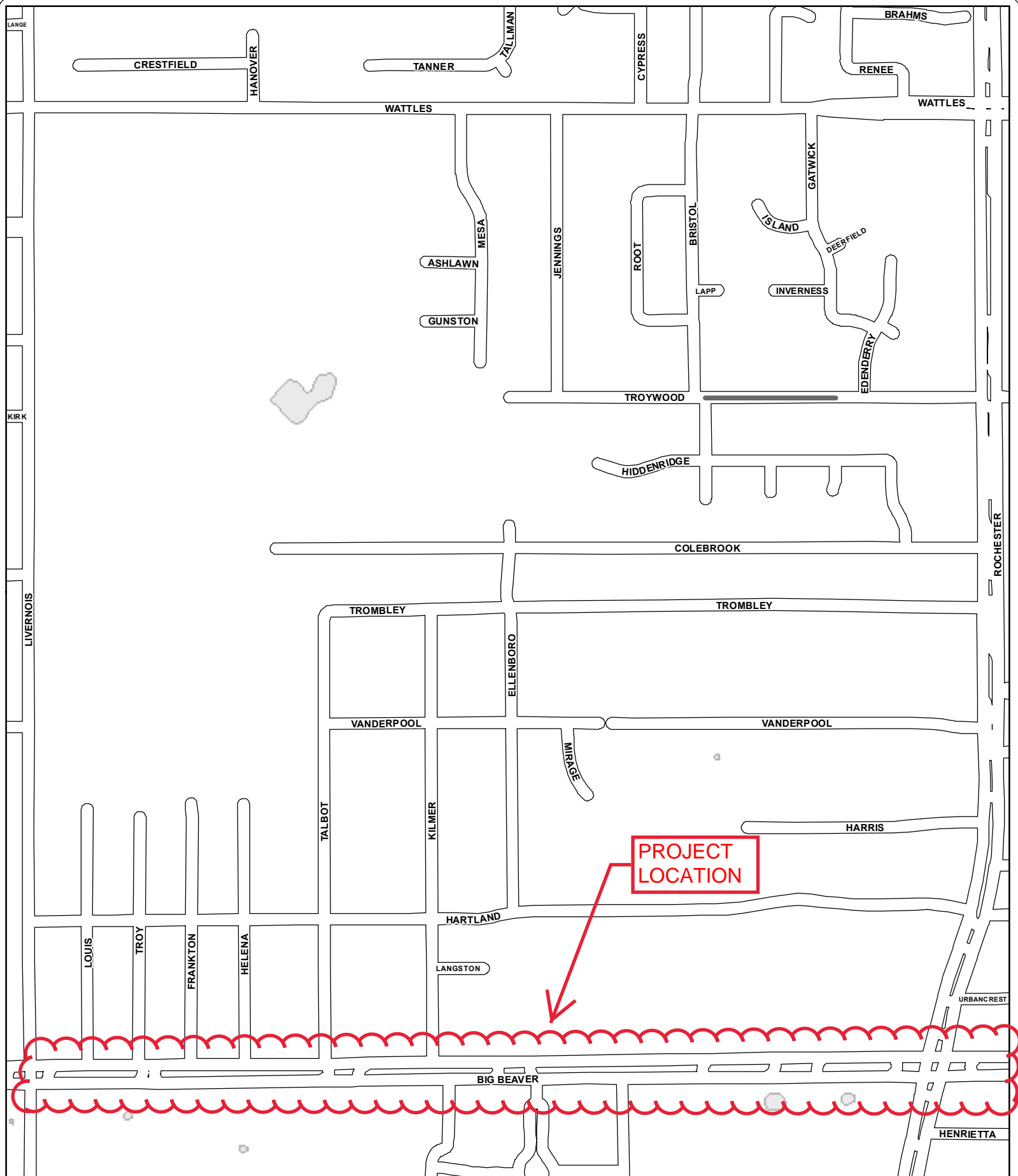
\* Corrected by the Engineer

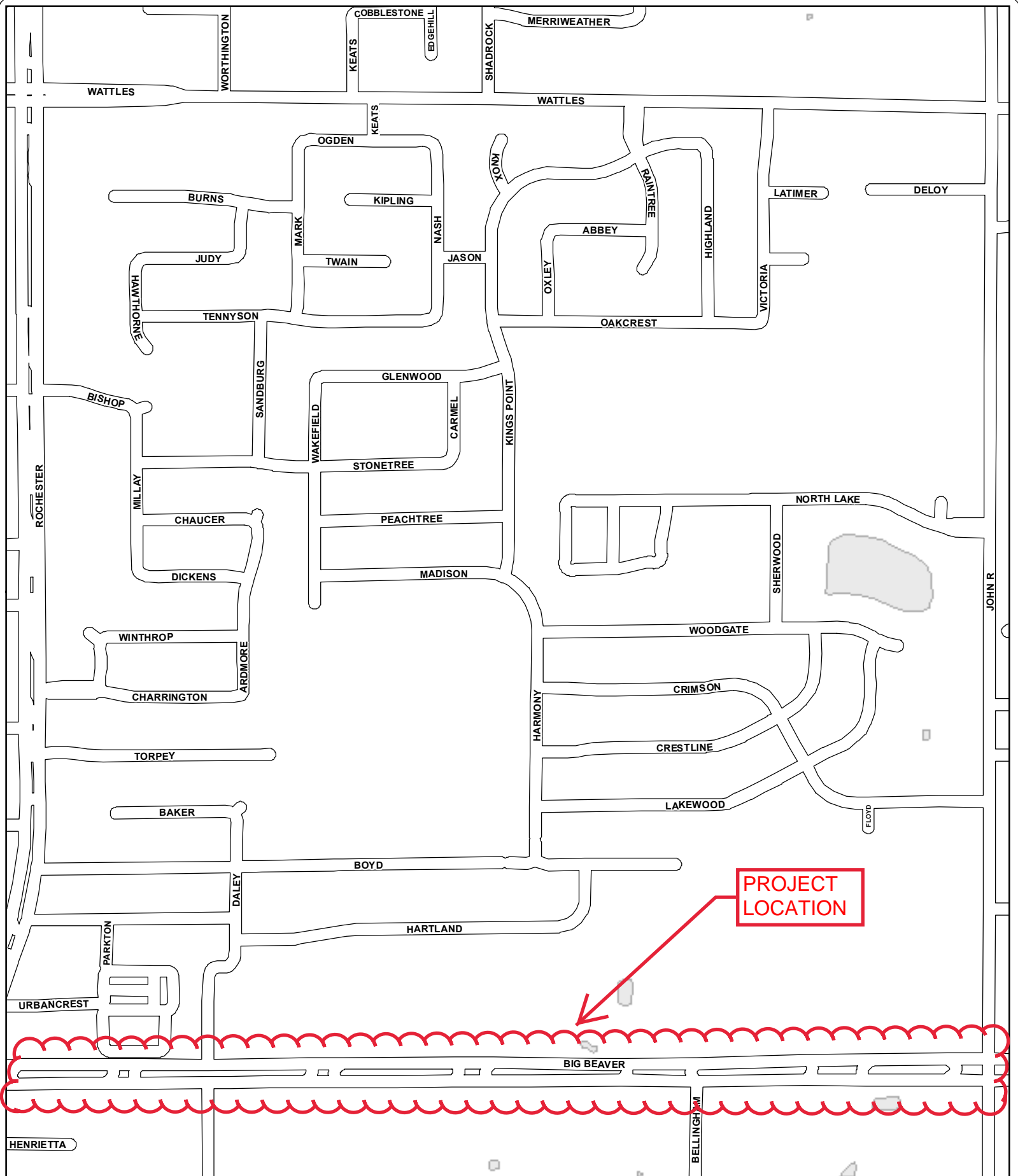
\*\* Bid withdrawn

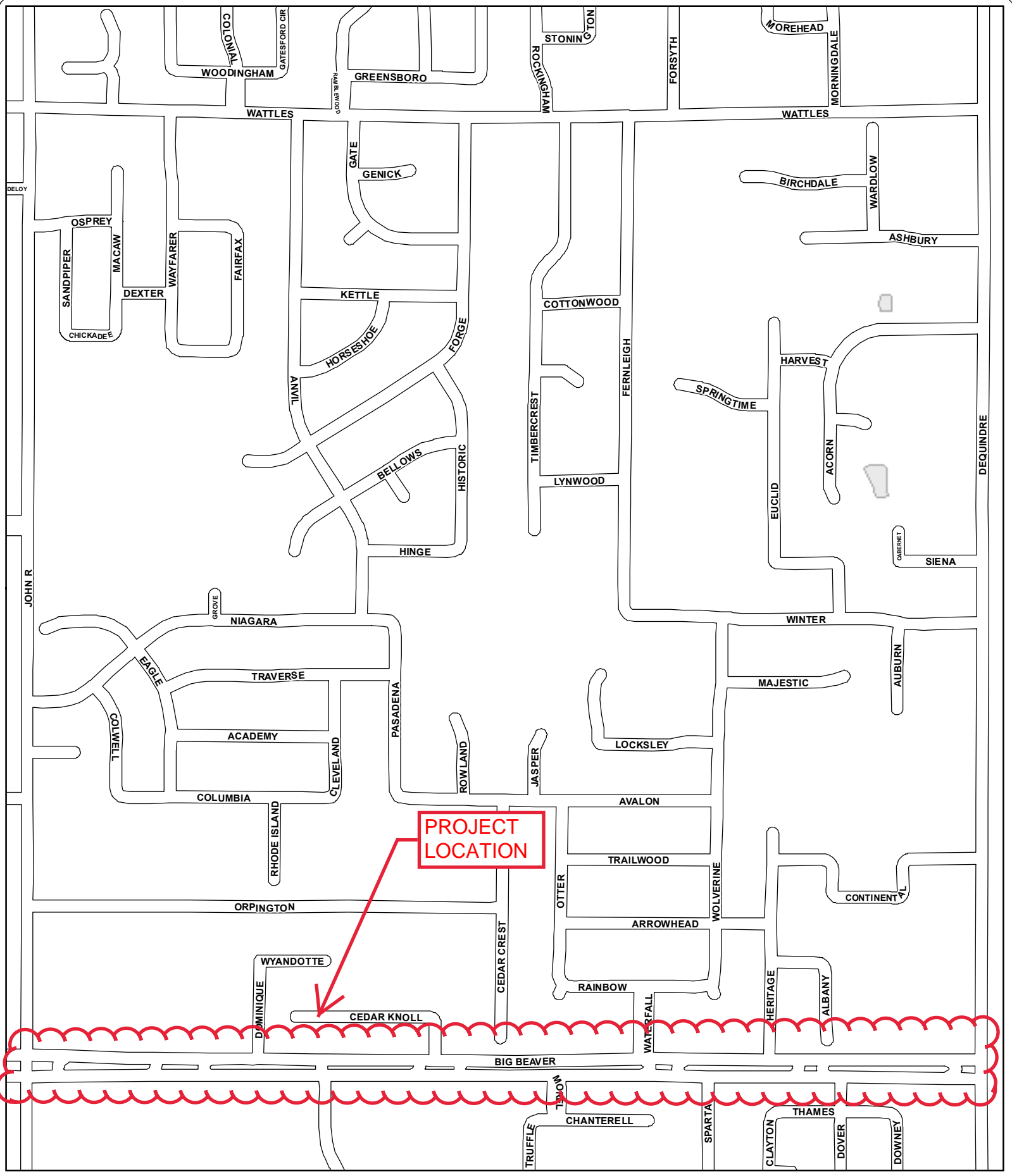
\*\*\* Bid disqualified, missing addendum

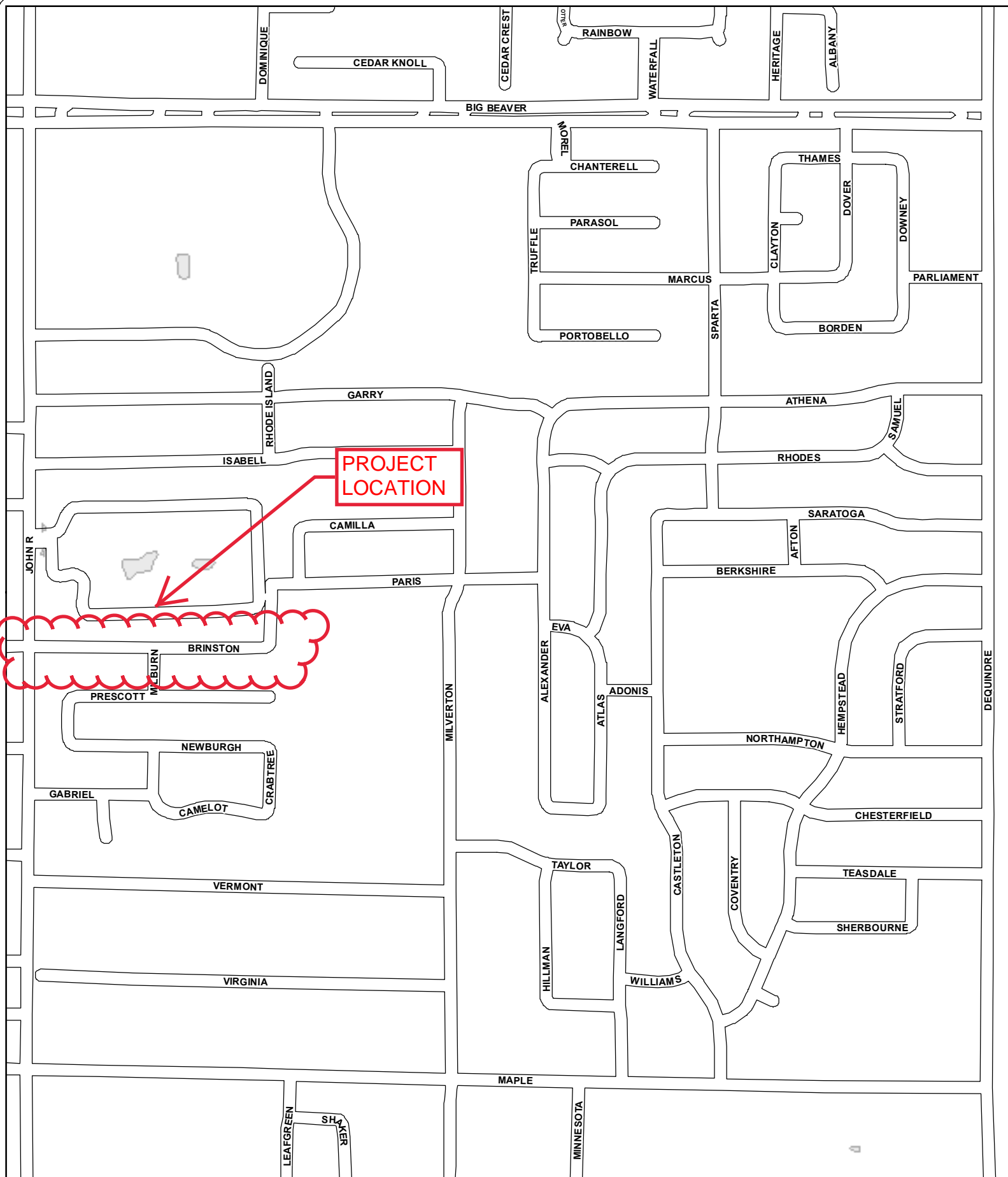




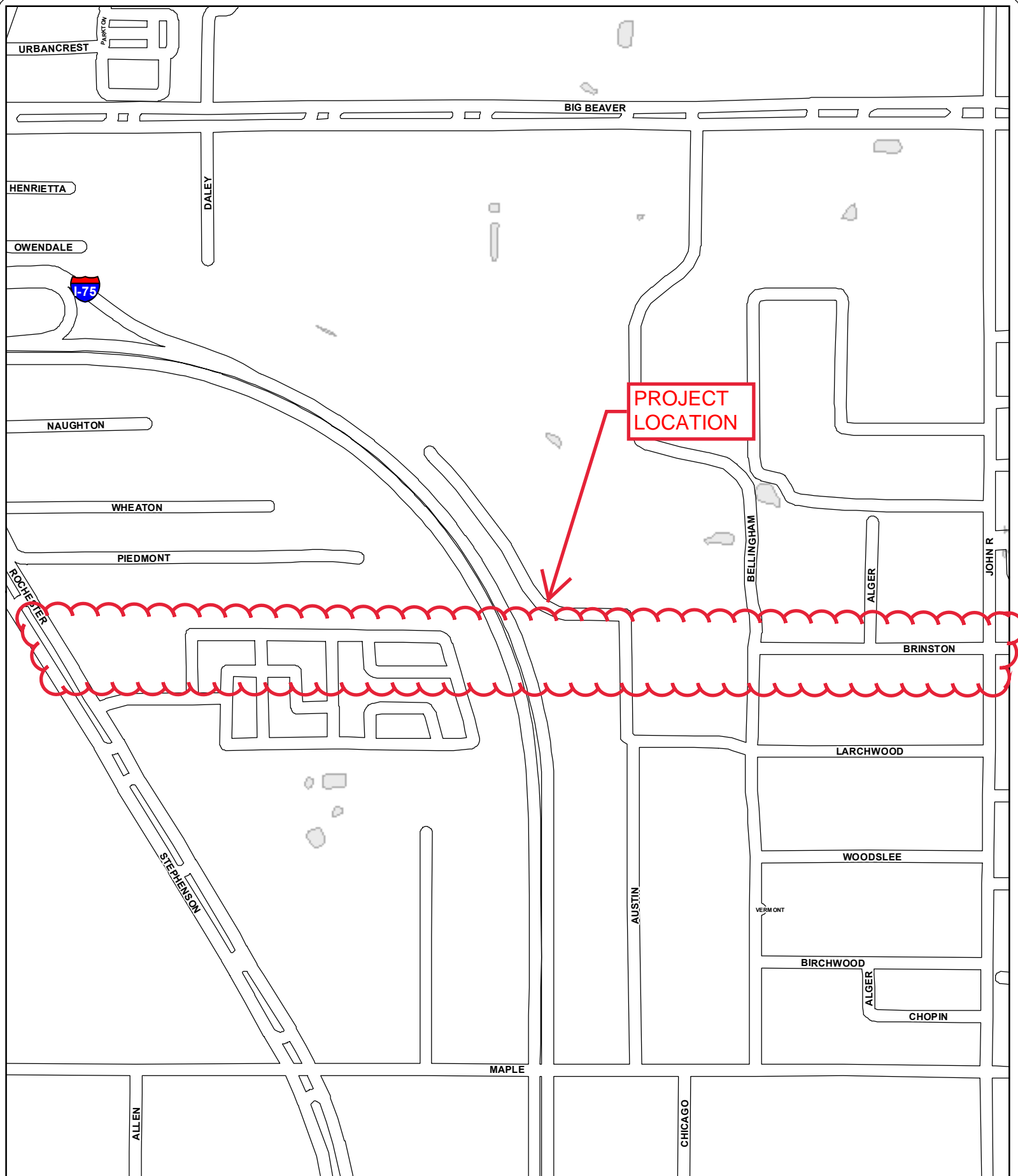


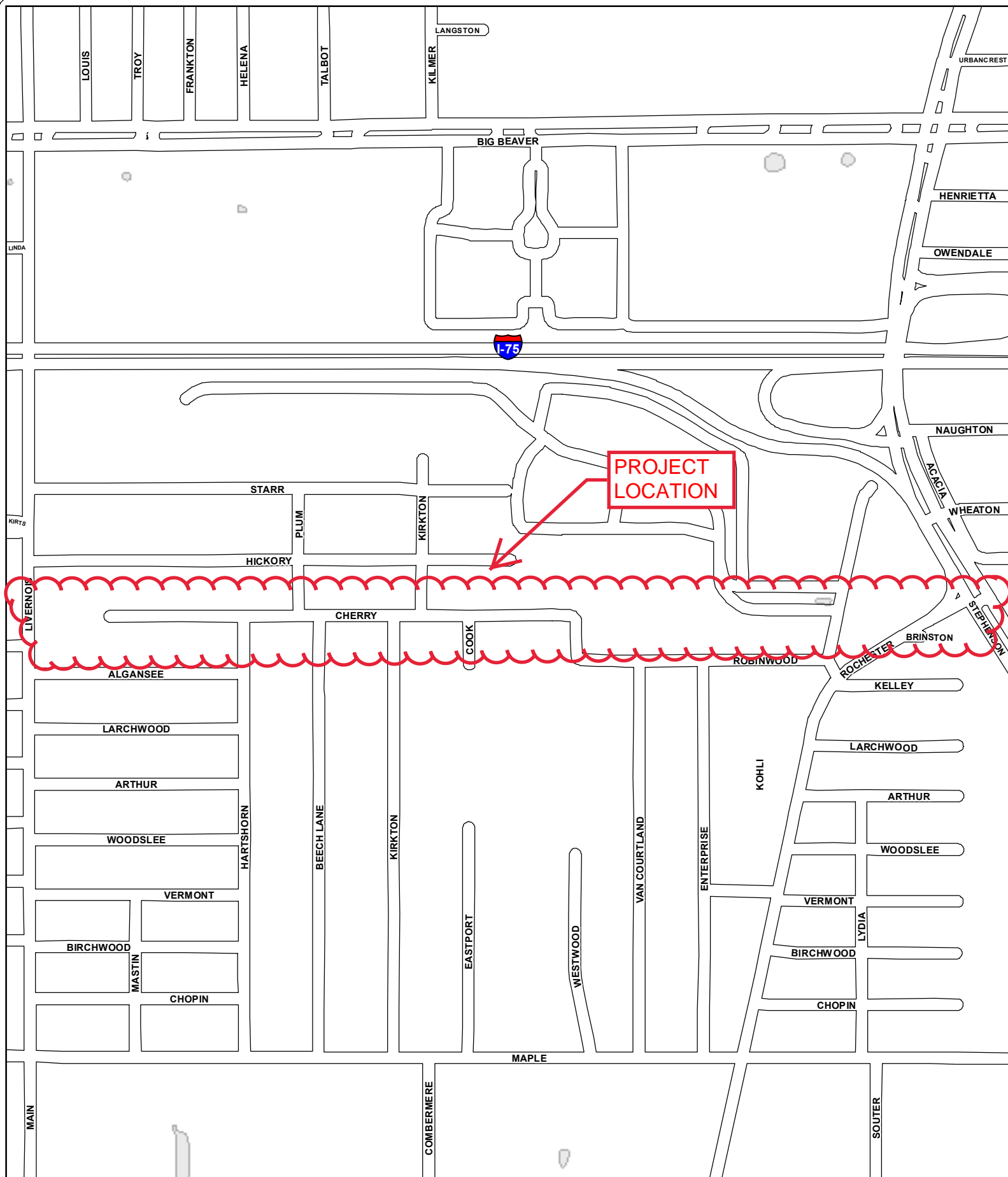














500 West Big Beaver  
Troy, MI 48084  
troymi.gov

J-04c

## CITY COUNCIL AGENDA ITEM

Date: April 12, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Rob Maleszyk, Chief Financial Officer  
Dee Ann Irby, Controller  
Frank Nastasi, Police Chief  
Kurt Bovensiep, Public Works Director  
Dennis Trantham, Facilities and Grounds Operations Manager  
Joshua Jones, Police Captain  
Laurence Schehr, Police Lieutenant  
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Evidence Technician Lab Remodel, Troy Police Department

### History

The cabinets in the Evidence Technician Lab are original from when the station was built in August 2003 and are in dire need of replacing. The current cabinets have a laminate surface (over wood), which is peeling off the doors, drawers, and the underside of the cabinet boxes. Several cabinet doors are also warped. The chemicals used in the Lab and other factors contribute to the deterioration of the laminate and warping of the doors. The counter-tops in the Lab are also original and need replacing.

The best, most durable, and most sanitary material option to use for lab cabinets is metal. Often times, Evidence Technicians work with hazardous substances and metal cabinets would be the best surface to safely clean and decontaminate. In addition, metal cabinets are the most sustainable, resistant to chemicals/hazardous materials, and there would be no issues with peeling, warping, degrading, chipping, or fading.

### Purchasing

On April 6, 2023, a bid opening was conducted as required by the City Charter/Code for the Evidence Lab Cabinet Replacement in the Police Department. The bid was posted on the MITN Purchasing Group website; [www.bidnetdirect.com/city-of-troy-mi](http://www.bidnetdirect.com/city-of-troy-mi). Two hundred sixty-three (263) vendors were notified via the MITN website. Two (2) companies attended the Pre-Bid meeting which was held on March 23, 2023. One (1) bid response was received. Below is a summary of potential vendors for the bid opportunity:

Companies notified via MITN	263
Troy Companies notified via MITN	12
Troy Companies - Active email Notification	12
Troy Companies - Active Free	0
Companies that viewed the bid	30
Troy Companies that viewed the bid	3

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## CITY COUNCIL AGENDA ITEM

### **Purchasing (continued)**

- *Farnell Equipment Co. of Troy, MI* is the sole bidder meeting specifications and is being recommended for award.
- Farnell's proposal included a value engineering deduction of \$15,500 from the total bid amount if all elevations and countertops were purchased together in bulk and installed at the same time as specified in the bid documents.
- Farnell Equipment is one of the largest casework contractors in Michigan providing planning, design and installation services for lab renovations to both public and private markets since 1937.

### **Financial**

Funds are budgeted and available in the Police Department Buildings and Improvements Capital Fund under Project Number 2023C0119 for the 2023 fiscal year with a total available budget of \$30,000.00. Estimated total cost for this project will be \$40,963. Additional funds are available in the Police Department Capital Fund to cover the shortfall of \$10,963 from the unused portion of Project Number 2023C0016. Expenditures will be charged to account number 401.301.12.315.7978.010.

### **Recommendation**

City Management recommends awarding a contract for the Evidence Technician Lab remodel at the Police Department, to low bidder meeting specifications; *Farnell Equipment of Troy, MI* at prices contained in the bid tabulation, opened April 6, 2023 for an estimated cost of \$52,739.00 less the value engineering deduction of \$15,500.00 for a total estimated cost of \$37,239.00 plus a 10% contingency amount of \$3,724, for an estimated total project cost of \$40,963.

VENDOR NAME: Farnell Equipment Co.  
CITY: Troy, MI

TO FURNISH EVIDENCE LAB CABINETS AND COUNTERTOPS (not refurbished) FOR THE TROY POLICE DEPARTMENT	
<b>WALL #1(WEST):</b>	
Upper Cabinet Dimensions	<ul style="list-style-type: none"> <li>SIX (6) cabinets with double doors, 35.5" wide x 20" high x 12" deep (depth w/o door).</li> <li>ONE (1) cabinet with single door, 18" wide x 20" high x 12" deep (depth w/o door).</li> <li>Corner spacer, 14.125" wide x 20" high x 14.125" deep.</li> <li>ONE (1) shelf in each cabinet.</li> </ul>
Lower Cabinet Dimensions	<ul style="list-style-type: none"> <li>Overall box dimensions, 29" deep x 36.5" high (plus 4" toe kick).</li> <li>FOUR (4) cabinets with double doors, 30" wide x 30.5" high x 22.5" deep (depth w/o door). Single drawers above, 30" wide X 6" high X 20" deep (depth w/o door).</li> <li>ONE (1) cabinet with double doors, 47" wide x 30.5" high x 22.5" deep (depth w/o door). No drawer above.</li> <li>One (1) shelf in each cabinet.</li> </ul>
<b>WALL #1 - Complete for the Sum of:</b> \$20,930.00 <b>Manufacturer:</b> Kewaunee Scientific	
<b>WALL #2(SOUTH):</b>	
Upper Cabinet Dimensions	<ul style="list-style-type: none"> <li>FOUR (4) cabinets with double doors, 30" wide x 20" high x 12" deep (depth w/o door).</li> <li>ONE (1) cabinet with double doors, 22.5" wide x 20" high x 12" deep (depth w/o door).</li> <li>ONE (1) shelf in each cabinet.</li> </ul>
Lower Cabinet Dimensions	<ul style="list-style-type: none"> <li>Overall box dimensions, 29" deep x 36.5" high (plus 4" toe kick).</li> <li>ONE (1) cabinet with single door, 12" wide x 30.5" high x 22.5" deep (depth w/o door). Single drawer above, 12" wide x 6" high x 20" deep (depth w/o door).</li> <li>ONE (1) cabinet with double doors, 24" wide x 30.5" high x 22.5" deep (depth w/o door). Single drawer above, 24" wide x 6" high x 20" deep (depth w/o door).</li> <li>ONE (1) cabinet with double doors, 33.5" wide x 30.5" high x 20" deep (depth w/o door). Single drawer above, 33.5" wide x 6" high x 20" deep (depth w/o door).</li> <li>ONE (1) shelf in each cabinet.</li> </ul>
<b>WALL #2 - Complete for the Sum of:</b> \$12,804.00 <b>Manufacturer:</b> Kewaunee Scientific	
<b>ISLAND:</b>	
Island Dimensions	<ul style="list-style-type: none"> <li>SIX (6) sets of double door cabinets, each set with single drawer above. THREE (3) sets of cabinets on each long side of island. One (1) shelf in each cabinet.</li> <li>Overall island cabinet box dimension: 95.5" wide x 32" high (plus 4" toe kick) x 34" deep (depth with doors).</li> <li>SIX (6) cabinets with double doors, 31.5" wide x 26" high x 15.5" deep (depth w/o door). Single drawers above, 31.5" wide x 6" high x 14" deep (depth w/o door).</li> </ul>
<b>Island - Complete for the Sum of:</b> \$11,905.00 <b>Manufacturer:</b> Kewaunee Scientific	
<b>COUNTERTOPS:</b>	
Countertop Dimensions	<ul style="list-style-type: none"> <li>Wall #1 (west) dimensions: 246" L x 31" W, with 4" backsplash</li> <li>Wall #2 (south) dimensions: 71" L x 31" W, with 4" backsplash</li> <li>Island dimensions: 96" L x 36" W</li> </ul>
<b>Countertops - Complete for the Sum of:</b> \$7,100.00 <b>Manufacturer:</b> Kewaunee Scientific	
<b>Total Sum of Project: \$52,739.00</b>	
Option 1: Value Engineer Deduction - Single Bulk Purchase/Installation -\$15,500.00	
Option 2: Value Engineer Deduction - All Standard Size 48W Cabinet -\$3,500.00	
<b>AUTHORIZED DISTRIBUTOR:</b>	Y or N Y
<b>WARRANTY:</b>	10 Years
<b>CONTACT INFORMATION:</b>	Name: Kirk Rukenbrod
	24 Hr Phone: 2488547413
	Hours of Operation: M-F 9-5
<b>CAN PROVIDE FINISH SAMPLES:</b>	Y or N Y
<b>CAN MEET START DATE:</b>	Y or N Y
<b>NUMBER OF YEARS OF EXPERIENCE:</b>	87 years
<b>REFERENCES:</b>	Y or N Y
<b>INSURANCE MET:</b>	Y or N Y
<b>PAYMENT TERMS:</b>	NET 30
<b>DELIVERY DATE:</b>	6/23/2023
<b>EXCEPTIONS:</b>	Optional Deduct#1 - \$15,500 deduction from Base Bid if ALL Elevations and Countertops are purchased together in bulk and installed at the same time as specified in Bid Documents
	Optional Deduct#2 - \$3,500 deduction from Base Bid can be offered on the total value of the bid if the design was changed to use standard sized 48W cabinets wherever possible throughout the project
<b>ACKNOWLEDGEMENT SIGNED:</b>	Y or N Y
<b>ADDENDUM 1 SIGNED:</b>	Y or N Y
<b>QUESTIONNAIRE PROVIDED:</b>	Y or N Y
<b>FORMS:</b>	Y or N Y
<b>ATTEST:</b>	

(\*Bid Opening conducted via a Zoom Meeting)  
Dennis Trantham  
Andrew R. Chambliss  
Laurence Schehr  
Jodi Kolakowski

Emily Frontera  
Purchasing Manager



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

J-04d

## CITY COUNCIL AGENDA ITEM

Date: April 12, 2023

To: Mark F. Miller, City Manager

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

Subject: Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Troy Civic Center Pavilion- Planning and Design Timber Products

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### **History**

City Staff continues to make progress on the addition of a large pavilion and ice-skating amenity to Jeanne Stine Community Park. As indicated in the last presentation to City Council given on March 20, 2023, there are several tasks we can accomplish as we prepare for the approval of the Environmental Review from the Department of Housing and Urban Development. Tasks that take considerable coordination or have extreme lead times are identified as critical path items. The sustainable Mass Timber Glulams and wood CLT Decking are an example of a critical path items as they must be planned and designed before production. Northern Log Supply, LLC is a Michigan based company and is preferred by Gleeson Constructors.

### **Purchasing**

Chapter 7 Section 5 of the City of Troy Ordinance provides an exemption to the competitive bidding process. Subsection 6 specifically provide exceptions for the employment of professional services. Northern Log Supply, LLC proposes a planning and design fee for the Mass Timber Glulams for \$60,000 and the CLT Decking for \$35,000.

### **Financial**

Funds are budgeted in the Capital Fund- Parks Development- Land Improvements Stine Community Park and the associated Project Number of 2022CG0004.

### **Recommendation**

City Management recommends granting the authority to expend budgeted capital funds to *Northern Log Supply, LLC, of Mayville, MI*, for the Planning and Design of the Mass Timber Glulams and CLT Decking for Troy Civic Center Pavilion for an estimated total cost of \$95,000 but not to exceed budgetary limitations.

**NORTHERN LOG SUPPLY, LLC**  
5765 Lobdell Road, PO Box 215  
Mayville, MI 48744  
(989) 843-0699  
www.northernlogsupply.com

# Invoice



BILL TO
City of Troy 500 W. Big Beaver Rd. Troy, MI 48084

SHIP TO
Troy Pavilion

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
23248	04/12/2023	\$95,000.00	05/12/2023	Due on receipt	

**SALES REP**  
Cal

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Troy Pavilion			
Commercial Products	Planning and Design -Mass Timber Glulams	1	60,000.00	60,000.00
Commercial Products	Planning and Design -CLT Decking	1	35,000.00	35,000.00

SUBTOTAL	95,000.00
TAX	0.00
TOTAL	95,000.00
BALANCE DUE	<b>\$95,000.00</b>

The beauty of natural wood lies in the fact that no two trees are identical. Variations in color and grain are naturally occurring characteristics of wood and may be enhanced by the application of stains. Northern Log Supply is not responsible for any materials bleeding sap, bowing, twisting, warping and pitching as these are natural characteristics of wood.



# CITY COUNCIL AGENDA ITEM

Date: April 11, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Kurt Bovensiepe, Public Works Director  
Dennis Trantham, Facilities and Grounds Operations Manager

Subject: Authorization to Request Reimbursement from Oakland County West Nile Virus Fund

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**History**

The Grounds Division is responsible for the maintenance of all municipal property including the control of pests. Park patrons, golf course participants, and property owners abutting some City of Troy maintained retention ponds have become accustomed to using these facilities with limited nuisances like mosquitoes. The objective of mosquito control is not to eradicate all mosquitoes but to limit the population to a tolerable threshold. The control targets both mosquito larva and adult mosquitoes at city parks, golf courses, cemeteries, and some retention ponds. Although Oakland County Department of Health and Human Services recommends the best form of protection from mosquitoes is personal protection products, the mosquito control products used by professionals will decrease the mosquito population at some of our facilities. Based on the County formula the City of Troy is eligible for reimbursement of County approved expenses up to \$11,582.15 for the control of mosquito larva. These funds will be used to reimburse the city for expenses used for a contractor to supply larvicide and to provide personal protection products to residents. Personal protection products are scheduled to be available to residents at the Community Center, Department of Public Works, Troy Farmers Market, Community Events, and at City Hall in the Community Affairs Office beginning in June 2023. The city will update residents if restrictions or recommendations require the city to change distribution methods or locations. To qualify for reimbursement of eligible expenses, City Council must pass a resolution authorizing the reimbursement request.

**Policy Considerations:**

Lower mosquito populations reduce the danger of insect borne diseases being transferred to the general public, thereby enhancing the health and safety of the community. Also, reducing the population of mosquitoes adds to the quality of life for Troy residents using our parks and other outdoor facilities.

**Recommendation**

The Facilities and Grounds Division recommends the City Council approve the request to seek reimbursement from the Oakland County West Nile Virus Fund for an amount not-to-exceed \$11,582.15.



CITY OF TROY

NOTICE OF PUBLIC HEARING  
ON PROPOSED CITY BUDGET

In accordance with Section 8.3 of the Charter of the City of Troy, notice is hereby given that the City Council will conduct a Public Hearing on the three-year budgets for fiscal years 2023/2024, 2024/2025 and 2025/2026 on Monday, May 8, 2023 at 7:30 PM, or as soon thereafter as the agenda will permit.

**The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing.**

The proposed budget is available on the City of Troy website at [www.troymi.gov/budget](http://www.troymi.gov/budget).

A copy of the proposed budget will be on file in the City Clerk’s office and the City Public Library for inspection by the public during regular office hours for one week prior to the public hearing.

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M. Aileen Dickson, MMC, MiPMC II  
City Clerk

POSTED: April 12, 2023  
PUBLISHED: April 20, 2023  
April 27, 2023

Chair Lambert called the Regular meeting of the Troy City Planning Commission to order at 7:00 p.m. on February 28, 2023, in the Council Chamber of the Troy City Hall. Chair Lambert and Vice Chair Perakis presented opening remarks relative to the role of the Planning Commission and procedure of tonight's meeting.

1. ROLL CALL

Present:

Carlton M. Faison  
Tyler Fox  
Michael W. Hutson  
Tom Krent  
David Lambert  
Lakshmi Malalahalli  
Marianna Perakis  
John J. Tagle

Absent:

Toby Buechner

Also Present:

R. Brent Savidant, Community Development Director  
Julie Quinlan Dufrane, Assistant City Attorney  
Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF AGENDA

**Resolution # PC-2023-02-015**

Moved by: Krent

Support by: Fox

**RESOLVED**, To approve the Agenda as prepared.

Yes: All present (8)

Absent: Buechner

**MOTION CARRIED**

3. APPROVAL OF MINUTES – February 14, 2023

**Resolution # PC-2023-02-016**

Moved by: Faison

Support by: Hutson

**RESOLVED**, To approve the minutes of the February 14, 2023 Regular meeting as submitted.

Yes: Faison, Fox, Hutson, Krent, Lambert, Perakis, Tagle  
Abstain: Malalahalli  
Absent: Buechner

### **MOTION CARRIED**

#### **4. PUBLIC COMMENT – For Items Not on the Agenda**

There was no one present who wished to speak.

### **PRELIMINARY SITE PLAN APPROVAL**

#### **5. PRELIMINARY SITE PLAN REVIEW (File Number SP JPLN2022-0025) – Proposed Lange View Townhouses, Southeast corner of Livernois and Leetonia (4080 Livernois), Section 15, Currently Zoned NN Neighborhood Node (Node “H”) District**

Mr. Savidant reviewed the Preliminary Site Plan application for Lange View Townhouses. He said the Planning Commission considered and postponed the item at their December 13, 2022 meeting so that the applicant could return with a three-dimensional (3D) modeling, provide appropriate building materials, redesign the building to take away the flatness of the face and show the screen wall between the residential property to the east and the property in question.

Mr. Savidant reported the applicant revised the architectural style of the homes and added front elevation details to reduce the massing of the building. He noted the application does not appear to address the screen wall along the east property line. Mr. Savidant showed the comparison of the architectural details from the 2022 application to the application under consideration this evening and said the features are more of a traditional design.

Mr. Savidant said the Planning Commission should consider in its deliberation the elevations, screen wall along the east property line, and if the application meets the Design Standards (Section 5.06.E) and the Site Plan Review Standards (Section 8.06).

Discussion among administration and Planning Commission:

- Curb cuts on Livernois.
  - Vehicular direction.
  - New cuts to meet Oakland County standards.
  - Potential widening of Livernois.
- Confirmation of proposed number of units (9).

Applicant Gary Abitheira addressed the traditional architectural features and dimensional offset of units. Mr. Abitheira said they have discussed with the neighbors to the east alternative methods for screening residential and it is the neighbor's wish to install a concrete wall.

There was discussion, some comments related to:

- Alternative methods to screen residential.
- Home ownership; lease-to-own option.

Chair Lambert opened the floor for public comment. Acknowledging there was no one present who wished to speak, Chair Lambert closed the floor for public comment.

**Resolution # PC-2023-02-017**

Moved by: Malalahalli

Seconded by: Tagle

**RESOLVED**, That Preliminary Site Plan Approval, pursuant to Article 8 of the Zoning Ordinance, as requested for the proposed Lange View Townhouses, 9 units, located on the Southeast corner of Livernois and Leetonia (4080 Livernois), Section 15, Zoned NN (Neighborhood Node “H”) District, be granted, subject to the following:

1. The applicant provides a screen wall per the Zoning Ordinance requirements.

Yes: All present (8)

Absent: Buechner

**MOTION CARRIED**

**OTHER ITEMS**

6. **POTENTIAL PLANNED UNIT DEVELOPMENT (PUD) APPLICATION** – Concept Plan Discussion, East of Livernois, North of Square Lake (PIN 88-20-03-301-088, 88-20-03-301-025, -024, -023), Section 35, Currently Zoned NN (Neighborhood Node “Q”), and R-1B (One Family Residential) Districts

Mr. Savidant said the applicant is back in front of the Planning Commission this evening for feedback on a potential Planned Unit Development application. He reported no action on the item would be taken this evening.

Mr. Savidant provided a brief background on the application. He addressed the proposed mix of housing types, preservation of two homes historic in nature and a previously approved 14 unit attached townhome project on the southern portion of the site. He compared the revisions to the application since last presented to the Planning Commission at its July 26, 2022 meeting. Mr. Savidant said the applicant reduced both the building height and proposed number of units, added a duplex type of housing, and added an internal park.

Mr. Savidant asked the Planning Commission to consider in its discussion:

1. Has the revised plan addressed the concerns of the Planning Commission?
2. Is the proposed plan consistent with the Master Plan?
3. Does the Planning Commission support the proposed mix of housing types? Are there additional housing types that the Planning Commission thinks should be considered?
4. Is the proposed plan consistent with the PUD Standards?

5. Are there site plan changes that the applicant should consider?
6. Are there other considerations that should be discussed with the applicant?

Mr. Savidant addressed the Square Lake and Livernois Neighborhood Node revised Master Plan statement.

Discussion among administration and Planning Commission:

- EVA (emergency vehicular access) on site.
- Potential to add another access to site.
- Fire Department review; EVA, emergency vehicular turnaround, fire protection for all units.
- Preservation of two historic homes in nature on site.
  - Homes not listed on the historic home registry.
  - Preservation/maintenance per PUD Agreement.
- Vacant PNC Bank building, as relates to future use in NN zoning district.

Applicant Gary Abitheira addressed access points, reduction in building height and number of units and the addition of green space. Mr. Abitheira said the two historic homes proposed to be preserved were built in 1910 and are beautiful and in great condition. He said the development offers a mix of housing types, open space, and substantial guest parking. He said they plan to lease-to-own the units and preserve the historic nature of the two homes.

There was discussion, some comments related to:

- Walkability of site.
- Potential traffic congestion at intersection(s), especially during school hours.
- Architectural features of historic homes in relation to new units.
- Environmental sustainability.
- Preservation/maintenance of historic homes as relates to PUD Agreement.
- Guest parking, as relates to front entrances of duplexes.
- Two car garages will be provided for all units.
- Application as relates to the PUD Standards.

Chair Lambert acknowledged there was no one present in the audience to speak on the item.

The applicant was encouraged to identify how the application meets the PUD Standards and to take into consideration sustainable resources.

7. PUBLIC COMMENT – For Items on the Agenda

There was no one present who wished to speak.

## 8. PLANNING COMMISSION COMMENT

There were general comments, some relating to:

- Consideration/flexibility in requiring sustainable resources in application review process.
- Status of Master Plan in approval process.
- Review of Bylaws.
- Oakland County park plan near Turtle Woods development.
- The Planning Commission discussed the possibility of having a joint meeting with the City Council to discuss potential application ordinance amendments that relate to environmental sustainability. No official motion was made.

Mr. Savidant announced that:

- The City Council approved the Planned Unit Development application for the Village of Troy PUD located on the south side of Long Lake and west of Rochester by a 6-0 vote at their February 27, 2023 meeting.
- The proposed Concept Development Plan for Long Lake and Crooks Masterplan Development will be on a future City Council agenda.

## 9. ADJOURN

The Regular meeting of the Planning Commission adjourned at 8:20 p.m.

Respectfully submitted,



David Lambert, Chair



Kathy L. Czarnecki, Recording Secretary

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Chair Lambert called the Regular meeting of the Troy City Planning Commission to order at 7:00 p.m. on March 14, 2023, in the Council Chamber of the Troy City Hall. Chair Lambert and Vice Chair Perakis presented opening remarks relative to the role of the Planning Commission and procedure of tonight's meeting.

1. ROLL CALL

Present:

Toby Buechner  
Carlton M. Faison  
Tyler Fox  
Michael W. Hutson  
Tom Krent  
David Lambert  
Lakshmi Malalahalli  
Marianna Perakis  
John J. Tagle

Also Present:

Ben Carlisle, Carlisle Wortman & Associates  
R. Brent Savidant, Community Development Director  
Julie Quinlan Dufrane, Assistant City Attorney (arrived 7:01 p.m.)  
Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF AGENDA

**Resolution # PC-2023-03-017**

Moved by: Faison

Support by: Krent

**RESOLVED**, To approve the Agenda as prepared.

Yes: All present (9)

**MOTION CARRIED**

3. APPROVAL OF MINUTES – February 28, 2023

Mr. Fox asked that the February 28, 2023 minutes reflect an additional bullet under Agenda item #8, Planning Commission Comment, on page 5:

- The Planning Commission discussed the possibility of having a joint meeting with the City Council to discuss potential application ordinance amendments that relate to environmental sustainability. No official motion was made.

**Resolution # PC-2023-03-018**

Moved by: Fox

Support by: Malalahalli

**RESOLVED**, To approve the minutes of the February 28, 2023 Regular meeting as amended.

Yes: All present (9)

**MOTION CARRIED****4. PUBLIC COMMENT – For Items Not on the Agenda**

There was no one present who wished to speak.

**SPECIAL USE AND PRELIMINARY SITE PLAN APPROVALS**

Chair Lambert asked the applicant, Board members and the administration if there are any objections to combining Agenda items #5 and #6 for Planning Consultant presentations and discussion.

Applicant Jordon Jonna and Board members stated no objections. Ms. Dufrane said she has no objection and asked that the record reflect discussion relates to both applications.

5. **SPECIAL USE APPROVAL AND PRELIMINARY SITE PLAN REVIEW (File Number SU JPLN2022-0004)** – Proposed 2690 Crooks Road Apartments, East side of Crooks, South of Big Beaver (2690 Crooks), Section 28, Currently Zoned BB (Big Beaver) District
6. **SPECIAL USE APPROVAL AND PRELIMINARY SITE PLAN REVIEW (File Number SU JPLN2022-0004)** – Proposed 911 and 999 W. Big Beaver Mixed Use Development, Southeast corner of Big Beaver and Crooks (PIN 88-20-28-101-032, -034 and -047), Section 28, Currently Zoned BB (Big Beaver) District

**Planning Consultant presentation on 2690 Crooks Road Apartments**

Mr. Carlisle reviewed the Special Use and Preliminary Site Plan application for 2690 Crooks Road Apartments. He addressed the conversion of the existing Lindsey Center to create 62 units and construct a new 4-story, 82-unit multiple family residential building for a total of 144 units. Mr. Carlisle reported the Planning Commission postponed action on the item at the January 10, 2023 Planning Commission meeting after considerable discussion on building heights, deficiency of green space, improvement on pedestrian walkability and proposed shared parking.

Mr. Carlisle reported the following Site Plan changes since last reviewed.

- Removed one (1)-story from rear building; building is now 4 stories.
  - Removed first floor in-building parking for rear building.
  - Reduced number of units by 12. Site total is 144 units.
  - Reconfigured unit types by providing 41 studio/efficiency units. Zero (0) efficiency units were provided in the previous plan.



- Added internal parking lot landscape islands.
  - Increased site landscaping by 1.8%.
- Revised pedestrian connection between site and northern property (Kelly Services site).

Mr. Carlisle noted representatives from the City Traffic Consultant OHM Advisors are present this evening to address OHM's comments in its memorandum dated March 7, 2023 regarding shared parking and any parking concerns the Board members might have.

Mr. Carlisle said as part of the deliberation, the Planning Commission and applicant shall discuss:

- Compliance with Section 5.04.E Big Beaver Design Standards.
- Compliance with Section 8.06 Site Plan Review Standards.
- Compliance with 9.02.D Special Use Standards.
- Architecture and material use:
  - Transparency for east, north, and south elevations on new building.
  - Consideration of a 3-D model of the buildings in context to the site and to each other.
- Parking lot tree location.
- Shared parking.

Mr. Carlisle stated if Planning Commission approves the Preliminary Site Plan and Special Use application, the following conditions shall be required as part of the Final Site plan submittal:

1. Update Table of Land Use and Zoning calculations provided on sheet C-3 of the plan set.
2. Address OHM's comments.
3. Provide trash enclosure screening details that comply with Section 13.02.
4. Provide a Shared Parking Agreement to the satisfaction of the City Attorney.

### Planning Consultant presentation on 911 and 999 W Big Beaver Mixed Use Development

Mr. Carlisle reviewed the Special Use Approval and Preliminary Site Plan for the 911 and 999 W. Big Beaver Mixed Use Development application. He addressed proposed improvements for new Buildings A, B, C, D and E, the new 4-story parking deck located to the rear of the existing Kelly Services Building, landscaping, lighting and other site amenities. He said the plan is to demolish the existing 5-story (911 Big Beaver) building but keep the existing 10-story Kelly Services building (999 Big Beaver) as an office building.

Mr. Carlisle reported the Planning Commission postponed action on the item at the January 10, 2023 Planning Commission meeting after considerable discussion and comments relating to:

- Shared parking and parking deck.
- Improve walkability for pedestrians.
- Alternative site arrangement, access, circulation.
- Drive-through for financial institution.
- Open space deficiencies.
- Requirement for parking lot trees to break up pavement, create islands.
- Trash collection.

Mr. Carlisle reported the following Site Plan changes since last reviewed.

- Added parking lot landscaping by reducing 13 parking spaces to the overall parking site.
- Increased site landscaping to 15.5%.
- Reconfigured parking between Crooks Road and Building E.
- Added some additional internal pedestrian crosswalks.
- Demonstrated stacking space and dimensions for drive-through use.

Mr. Carlisle said representatives from the City Traffic Consultant OHM Advisors are present this evening to address OHM's review of the site circulation, shared parking and any parking concerns.

Mr. Carlisle addressed consideration of the applicant's request to seek dimensional waivers on Building A and Building C, drive-through standards for the proposed financial institution, replacement of the first-floor residential use along the eastern (*corrected to western, see Resolution #PC-2023-03-021*) elevation (Crooks), increase in internal landscaping and alternative location of parking lot trees.

Mr. Carlisle said as part of the deliberation, the Planning Commission and applicant shall discuss.

- Two (2) building placement waiver requests.
- Compliance with Section 5.04.E Big Beaver Design Standards.
- Compliance with Section 8.06 Site Plan Review Standards.
- Compliance with 9.02.D Special Use Standards.
- Architecture and material use.
- Parking lot tree location.
- Shared parking.

Mr. Carlisle reported if the Planning Commission approves the Preliminary Site Plan and Special Use application, the following conditions shall be required as part of the Final Site plan submittal:

1. Review and revise site plan based on OHM's comments.
2. For Building E, replace use of first-floor residential with a non-residential use along the eastern (*corrected to western, see Resolution #PC-2023-03-021*) elevation (Crooks).
3. Provide transparency calculations on the elevation plan set.
4. Provide a Shared Parking Agreement to the satisfaction of the City Attorney.

### Discussion on 2690 Crooks Road Apartments and 911 and 999 W Big Beaver Mixed Use Development

Discussion among administration and Planning Commission:

- Confirmation on number of units in Lindsey Center (total 144).
- Efficiency unit; definition, required number of parking spaces per unit.
- 3-D rendering; views from different perspectives.
- Shared Parking Agreement; how it relates to overall site.
- Ownership of parcels.

Traffic Engineer Lauren Hull of OHM Advisors addressed shared parking between the two sites as relates to ownership structure and the pedestrian connectivity of the sites during on-going construction development stages.

Ms. Hull answered questions from the Board relating to parking for Lindsey Center, overflow parking, walking distance to parking from residential units, and pedestrian traffic flow. She indicated OHM's report focus was within the subject site.

Sara Merrill of OHM Advisors addressed the proposed shared parking, surface space parking, non-designation of parking spaces, flexibility in first-come, first-served parking spaces, calculations of overall parking spaces, walkability to parking from residential units, Zoning Ordinance parking requirements based on residential units and shared access drive to Big Beaver. She noted the south site is deficient 51 spaces but there would be no parking space deficiency with the utilization of the site to the north.

Ms. Merrill answered questions relating to the walking distance to parking from residential units, especially given inclement weather.

Applicant Jordan Jonna introduced the development team present in the audience: Project Engineer Eric Williams of Stonefield, Project Architect Kevin Biddison, Traffic Engineer Julie Kroll of Fleis & Vandenbrink and Austin Armstrong of AF Jonna Development.

Mr. Jonna said a cross access easement between the sites would be provided. He addressed changes in the applications, notably the reduction of number of units in the Lindsey Center, additional landscaping and parking lot trees and a reduction of parking spaces by offering studio/efficiency units. Mr. Jonna addressed circulation and traffic flow on site, access connection to Big Beaver, utilization of the parking deck and first-floor parking spaces in Building C, proposed landbanked parking and overall number of onsite parking spaces to accommodate residents.

Traffic Engineer Julie Kroll of Fleis & Vandenbrink addressed the parking analysis prepared for both the north and south sites combined. She indicated parking requirements for the Lindsey Center (south site) do not meet Zoning Ordinance requirements, and the parking requirements for the north site (Kelly Services) do meet Zoning Ordinance requirements. Ms. Kroll stated shared parking between the two sites would provide overall adequate parking in the event the Lindsey Center site needs additional parking.

- There was considerable discussion on parking:
  - Assurance parking is sufficient.
  - Walking distance to parking from residential units; concern with distance during inclement weather.
  - Non-designation of parking spaces.
  - Parking calculations per unit.
  - Landbanked parking.

Mr. Jonna said he is very comfortable with the number of parking spaces provided.

Discussion continued, some comments related to:

- Site layout restrictions relating to major tenant, Kelly Services.
- Amenities on site and additional amenities to attract/engage residents and community.
- First-floor non-residential uses; office, retail, restaurant.
- Retention basin on site; year-round wet pond.
- Alternative use for proposed financial institution.
- Pedestrian circulation, pathways.
- Sustainable, energy-efficient resources.
- Variable percentage of leasing occupancy.
- Photometrics plan.

Ms. Perakis expressed disappointment with the development. She said the plans appear not to have changed much since last reviewed. Ms. Perakis suggested an alternative site arrangement of buildings. Ms. Perakis addressed the application as relates to the Master Plan, Design Standards, Zoning Ordinance and the relationship between the applicant and Kelly Services. She said she is not in favor of the development as proposed.

Mr. Jonna said they respect their relationship with Kelly Services and acknowledged they are working with constrictions on the site arrangement. He stated the project team has considered many different layouts of the site and considers the application before the Board a good plan. Mr. Jonna said he does not want to see the site remain vacant and good management would attend to any need for overflow parking. He addressed how the project team would go forward should only one application get approval this evening.

Mr. Hutson expressed support for the development as proposed, noting the subject corner has been a very challenging corner to develop.

Chair Lambert opened the floor for public comment. Acknowledging there was no one present who wished to speak, Chair Lambert closed the floor for public comment.

Mr. Fox said after walking the site, he feels the walking distance from residential to available parking is reasonable, and that he believes parking should not be a criterion on approval of the application.

### Resolutions on 2690 Crooks Road Apartments

#### **Resolution # PC-2023-03-019**

Moved by: Perakis

Seconded by: Lambert

**RESOLVED**, That Special Use Approval and Preliminary Site Plan Approval for the proposed 2690 Crooks Road Apartments, east side of Crooks, south of Big Beaver (2690 Crooks), Section 28, Currently Zoned BB (Big Beaver) District, be denied, for the following reasons: \* *Note: Application location corrected by Recording Secretary during minute preparation, as corrected by the Assistant City Attorney during discussion on Resolution #PC-2023-03-020.)*

1. The shared parking is not supported.
2. The application does not meet the Design Standards, Section 8.06, c.1. through 5, or Section 8.06 a.1.
3. The application does not comply with the Special Use Standards, Section 9.03, a.2 or b.2.

#### Discussion on the motion on the floor.

Ms. Perakis said the application poses a problem with parking, especially for senior residents because there is no designated parking and the long distance to walk from residential units to parking.

Mr. Fox said he does not support denial of the application based on parking. He indicated the parking requirements are met with the proposed shared parking and believes it is the developer/owner's determination if the walking distance to parking is too long of a distance for some residents.

Mr. Krent agreed parking requirements are met with the proposed shared parking and he agrees with the comments expressed by Mr. Fox. Mr. Krent noted the Shared Parking Agreement would be in effect should only the southern portion of the application be granted approval.

Mr. Faison agreed with the comments expressed by Mr. Fox and Mr. Krent.

Ms. Malalahalli expressed concerns the entire project might fail if only one of the applications is approved, based on comments expressed by the applicant.

Mr. Carlisle advised the Board that each application should be considered, deliberated and voted on separately.

Mr. Savidant reminded Board members that the application before the Board is not only a Site Plan approval but also a Special Use Approval, to which specific conditions can be applied to its approval should the Board desire.

Mr. Tagle said parking is an extremely important element of the development. He is in support of placing conditions on its approval that relate to providing designated parking for the Lindsey Center and utilization of the landbanked parking.

Vote on the motion on the floor.

Yes: Perakis

No: Buechner, Faison, Fox, Hutson, Krent, Lambert, Malalahalli, Tagle

**MOTION FAILED**

**Resolution # PC-2023-03-**

Moved by: Fox

Seconded by: Krent

**RESOLVED**, The Planning Commission hereby approves shared parking between 911 and 999 W. Big Beaver Road and 2690 Crooks Road, with the following condition:

1. That there is designated parking for the southern building in the Shared Parking Agreement with 2690 Crooks Road, along with the proposed landbanked parking as designated in the blue rectangular box on Site Plan.

**RESOLVED**, That Special Use Approval and Preliminary Site Plan Approval for the proposed 2690 Crooks Road Apartments, east side of Crooks, south of Big Beaver (2690 Crooks), Section 28, Currently Zoned BB (Big Beaver) District, be granted, with the following conditions: \* *Note: Motion amended to correctly identify the application location, as corrected by the Assistant City Attorney.*

1. Update Table of Land Use and Zoning calculations provided on sheet C-3 of the plan set.
2. Address OHMs comment /concerns.
3. Provide trash enclosure screening details that comply with section 13.02.
4. Provide a Shared Parking Agreement to the satisfaction of the City Attorney.

Discussion of the motion on the floor.

Ms. Merrill of OHM Advisors indicated the 2690 Crooks Road site is 51 spaces deficient, that 196 spaces are proposed for the 144 units on site, that the 80% percentile anticipated peak parking demand would bring the number to 172 spaces, and the Zoning Ordinance requires 247 spaces. Ms. Merrill suggested that the Resolution provide enough parking spaces to meet the Zoning Ordinance requirement of 247 spaces.

It was determined during discussion that the proposed landbanked parking in the blue rectangular box comprise of 48 parking spaces.

Ms. Dufrane explained how the Shared Parking Agreement would work should the northern parcel be developed in the future with new ownership.

Chair Lambert said he would vote affirmatively on the motion based on tonight's discussion, the Resolution as presented, and the application meeting all requirements.

Motion on the floor was revised to read:

**Resolution # PC-2023-03-020**

Moved by: Fox

Seconded by: Krent

**RESOLVED**, The Planning Commission hereby approves shared parking between 911 and 999 W. Big Beaver Road and 2690 Crooks Road; with the following condition:

1. That there is designated parking for the southern building in the Shared Parking Agreement with 2690 Crooks, along with the proposed 28 landbanked parking spaces.

**RESOLVED**, That Special Use Approval and Preliminary Site Plan Approval for the proposed 2690 Crooks Road Apartments, east side of Crooks, south of Big Beaver (2690 Crooks), Section 28, Currently Zoned BB (Big Beaver) District, be granted, with the following conditions:

1. Update Table of Land Use and Zoning calculations provided on sheet C-3 of the plan set.
2. Address OHMs comment /concerns.
3. Provide trash enclosure screening details that comply with Section 13.02.
4. Provide a Shared Parking Agreement to the satisfaction of the City Attorney, that also includes the designation as highlighted.

Yes: Buechner, Faison, Fox, Hutson, Krent, Lambert, Malalahalli, Tagle

No: Perakis

**MOTION CARRIED**

**Resolutions on 911 and 999 W. Big Beaver Mixed Use Development**

**Resolution # PC-2023-03-021**

Moved by: Fox

Seconded by: Lambert

**RESOLVED**, The Planning Commission hereby approves shared parking between 911 and 999 W. Big Beaver Road and 2690 Crooks Road; and,

**RESOLVED**, That Special Use Approval and Preliminary Site Plan Approval for the proposed 911 and 999 W. Big Beaver Mixed Use Development, southeast corner of Big

Beaver and Crooks (PIN 88-20-28-101-032, -034 and -047), Section 28, Currently Zoned BB (Big Beaver) District, be granted, subject to the following conditions:

1. Review and revise site plan based on OHM's comments.
2. For Building E, replace use of first-floor residential along eastern elevation and the northern elevation.
3. Provide transparency calculations on the elevation plan set.
4. Provide a Shared Parking Agreement to the satisfaction of the City Attorney.

Discussion on the motion on the floor.

Mr. Carlisle advised Mr. Fox that the northern elevation of Building E is first-floor covered surface parking. Mr. Fox, in turn, asked that the motion strike the reference to the northern elevation in condition #2.

Mr. Savidant declared an error on the administration's part with reference to the eastern elevation for Building E and it should read *western* elevation in condition #2.

Motion on the floor was revised to read:

**RESOLVED**, The Planning Commission hereby approves shared parking between 911 and 999 W. Big Beaver Road and 2690 Crooks Road; and,

**RESOLVED**, That Special Use Approval and Preliminary Site Plan Approval for the proposed 911 and 999 W. Big Beaver Mixed Use Development, southeast corner of Big Beaver and Crooks (PIN 88-20-28-101-032, -034 and -047), Section 28, Currently Zoned BB (Big Beaver) District, be granted, subject to the following conditions:

1. Review and revise site plan based on OHM's comments.
2. For Building E, replace use of first-floor residential along the western elevation.
3. Provide transparency calculations on the elevation plan set.
4. Provide a Shared Parking Agreement to the satisfaction of the City Attorney.

Yes: Faison, Fox, Hutson, Krent

No: Buechner, Lambert, Malalahalli, Perakis, Tagle

**MOTION FAILED**

**OTHER ITEMS**

7. **PUBLIC COMMENT** – For Items on the Agenda

Jordan Jonna, AF Jonna Development, thanked the Board for their consideration this evening of both applications. He said the project is a complex one and the development team would continue to make improvements and work through phasing the development.

Mr. Carlisle said the administration in its review looked at all the uses as a whole and it was determined that they could not make a recommendation this evening based on specific uses.



## 8. PLANNING COMMISSION COMMENT

There were comments relating to review of the Zoning Ordinance parking requirements:

- Flexibility of the current parking requirements allows for landbanking, reducing and sharing parking spaces.
- Elimination of parking requirements in some municipalities.
- Parking requirements as relates to lifestyle changes.

Mr. Krent encouraged Mr. Jonna to add vibrancy and community engagement to the mixed use development presented this evening.

Mr. Jonna advocated the City's review of its parking requirements and to compare them with other municipalities.

Mr. Savidant announced City Council approved unanimously the following items at their March 13, 2023 meeting:

- Long Lake and Crooks Planned Unit Development application (File Number PUD 2020-0018).
- Zoning Ordinance Text Amendment (ZOTA 257) relating to Places of Worship.

Chair Lambert reported environmental sustainability was a discussion topic at the last City Council meeting. He said the City Council is considering holding a study session in the summer and possibly extending an invitation to the Planning Commission.

Mr. Savidant shared there might be an opportunity to conduct a study session on environmental sustainability after approval of the City budget, which is the immediate focus of the administration and City Council.

## 9. ADJOURN

The Regular meeting of the Planning Commission adjourned at 9:35 p.m.

Respectfully submitted,



David Lambert, Chair



Kathy L. Czarneda, Recording Secretary