



# TROY CITY COUNCIL

## REGULAR MEETING AGENDA

**AUGUST 7, 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

August 7, 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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C-1 No Certificates of Recognition and Special Presentations 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 #2023-08-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of \_\_\_\_\_ at the Regular City Council of August 7 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** Public Hearing for Street Vacation Request (SV JPLN2023-001) – Request to Vacate an Unconstructed Alley, Approximately 18-Foot Wide by 115-Foot Long, West of John R and South of Larchwood, Abutting PIN 88-20-26-433-021 (1980 Larchwood) to the West, PIN 88-20-26-433-020 to the South and PIN 88-20-26-433-019 to the East, Platted as Part of John R Garden Subdivision, Located Between Lot 259 to the West and Lots 65 Through 70 to the East, in Section 26 (*Introduced by: Brent Savidant, Community Development Director*)

Suggested Resolution

Resolution #2023-08-

Moved by  
Seconded by

WHEREAS, A request has been received for the vacation of a section of a platted alley, approximately 18 feet wide by 115 feet in length, located west of John R Road and south of Larchwood, abutting PIN 88-20-26-433-021 (1980 Larchwood) to the west, PIN 88-20-26-433-020 to the south and PIN 88-20-26-433-019 the east, platted as part of John R Garden Subdivision, in Section 26; and,

WHEREAS, The vacation is necessary to enable the development of a Kroger Fuel Station on the parcel comprised of parcels 88-20-26-433-021, 88-20-26-433-020 and PIN 88-20-26-433-019; and,

WHEREAS, The Planning Commission held a public hearing on this item on June 27, 2023 and determined the purpose of the alley is no longer relevant; and,

WHEREAS, The Planning Commission recommended approval of the vacation by a 9-0 vote;

NOW, THEREFORE, BE IT RESOLVED, The properties **WHICH SHALL BENEFIT** from this requested vacation are Lot 259 to the west (part of 88-20-26-433-021) and Lots 65 through 70 to the east (88-20-26-433-019), platted as part of John R Garden Subdivision, in Section 26.

BE IT FURTHER RESOLVED, That Troy City Council hereby **VACATES** a section of a platted alley, approximately 18 feet wide by 115 feet in length, located west of John R Road and south of Larchwood, abutting PIN 88-20-26-433-021 (1980 Larchwood) to the west, PIN 88-20-26-433-020 to the south and PIN 88-20-26-433-019 the east, platted as part of John R Garden Subdivision, in Section 26.

Yes:

No:

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

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

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

- Petitioners of items that are included in the pre-printed agenda booklet shall be given a fifteen (15) minute presentation time that may be extended with the majority consent of City Council.
- Any member of the public, not a petitioner of an item, shall be allowed to speak for up to three (3) minutes to address any Public Hearing item.
- Any member of the public, not a petitioner of an item, does not have the right to engage in discussion or debate with City Council during the Public Comment portions of the meeting.

- All members of the public who wish to address the Council at a meeting shall be allowed to speak only if they have signed up to speak within thirty minutes before or within fifteen minutes after the meeting's start time. Signing up to speak requires each speaker provide his or her name. If the speaker is addressing an item(s) that appears on the pre-printed agenda, then the speaker shall also identify each such agenda item number(s) to be addressed.
- City Council may waive the requirements of this section by a consensus of the City Council.
- Agenda items that are related to topics where there is significant public input anticipated should initiate the scheduling of a special meeting for that specific purpose.

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

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

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

**H. POSTPONED ITEMS:**

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**H-1 No Postponed Items**

**I. REGULAR BUSINESS:**

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

**a) Mayoral Appointments: None**

**b) City Council Appointments: None**

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

**a) Mayoral Nominations:**

Suggested Resolution

Resolution #2023-08-

Moved by

Seconded by

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

**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	4/30/2026		
Noguez-Ortiz	Carolina	4/3/2025	4/30/2026	GTAC exp 10/30/2025	
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: 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	Requests Reappointment

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 F.	1/3/2025	At Large	
Faiz	Iqbal	6/7/2025	At Large	
Forster	Jeffrey	12/15/2024	At Large	Personnel Bd exp 4/30/24
Goetz	John	3/4/2023	At Large	
Kenkre	Mahendra	1/19/2025	At Large	
Kornacki	Rosemary	2/24/2025	At Large	Brownfield Redev Auth exp 4/30/26
Sekhri	Suneel	11/5/2023	At Large	
Thattai	Govindrajan	5/20/2024	At Large	
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		City Council Term	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

**Term Expires: 6/30/2027****Resident Member**

Term currently held by: Sandra Bachert

**Interested Applicants:**

Last Name	First Name	App Resume Expire	Notes 1
Battle	Timothy	10/28/2024	
Christiansen	Dale	11/22/2024	
Faiz	Iqbal	6/7/2025	
Mudaliar	Vinodh Kumar	3/2/2024	
Vassallo	Joseph	12/20/2024	Brownfield Redev Auth exp 4/30/24

Yes:

No:

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

Resolution #2023-08-

Moved by

Seconded by

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

**Liquor Advisory Committee**

Appointed by Council

7 Regular Members

3 Year Term

**Current Members:**

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1
Ashland	David	12/14/2022	1/31/2024	Resigned 4/18/2023
Comiskey	Ann	12/22/2024	1/31/2024	
Ehlert	Max	1/8/2023	1/31/2024	
Giorgi	Lynn		Liaison	
Gorcyca	David	12/4/2021	1/31/2026	
Haight	David	4/11/2024	1/31/2025	
Jones	Kelly	12/20/2024	1/31/2026	
Martin	Matthew	5/11/2024	1/31/2025	

**Nominations to the Liquor Advisory Committee:****Term Expires: 1/31/2024**

Term currently held by: David Ashland – Resigned 4/18/2023

**Interested Applicants:**

No applications or resumes on file.

**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
Faiz	Iqbal	6/7/2025	
Sweidan	Rami	3/2/2023	
Wit	Callie	4/22/2024	

Yes:

No:

**I-3 No Closed Session Requested****I-4 Proposed Amendments to Chapter 10 of the Troy Ordinances – Employees Retirement System (*Introduced by: Lori Grigg Bluhm, City Attorney*)****Suggested Resolution**

Resolution #2023-08-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **AMENDS** Sections 2, 3, 3.5, 3.6, 4.5 and 6.1 of Chapter 10, Employees Retirement System, as recommended by City Administration, and a copy of the amendment shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:



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**I-5 Budget Amendment and Standard Purchasing Resolution 4: Oakland County Extended Purchasing Contract – Aquatic Center Boiler Replacements (*Introduced by: Brian Goul, Recreation Director*)**

Suggested Resolution

Resolution #2023-08-

Moved by

Seconded by

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *Limbach Inc. of Pontiac, MI*, for the Aquatic Center Boiler Replacements for an estimated cost of \$199,304, as detailed in the proposal and per the Oakland County Extended Purchasing Contract #009746 with a 10% contingency; a copy of the proposal shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FUTHER RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment to the Aquatic Center Capital Fund in the amount of \$19,240.

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

Yes:

No:

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**I-6 2023 Appointment of Voting Delegate and Alternate to the Michigan Municipal League (*Introduced by: Mark F. Miller, City Manager*)**

Suggested Resolution

Resolution #2023-08-

Moved by

Seconded by

BE IT RESOLVED, That Troy City Council hereby **APPOINTS** \_\_\_\_\_ to be the voting delegate and \_\_\_\_\_ to be the alternate for the Michigan Municipal League 2023 Annual Meeting being held at 4:30pm on Wednesday, October 18, 2023 in Governors' Hall A at the Grand Traverse Resort & Spa, Traverse City, Michigan.

Yes:

No:

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**J. CONSENT AGENDA:**

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

Suggested Resolution

Resolution #2023-08-

Moved by

Seconded by

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

Yes:

No:

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

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

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Suggested Resolution

Resolution #2023-08-

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

- a) City Council Minutes-Draft – July 24, 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 4: Oakland County Extended Purchasing Contract – Phase III HVAC Upgrades at the Community Center, and Standard Purchasing Resolution 4: OMNIA Partners Cooperative Purchasing Contract – Building Management System Controls Integration**

Suggested Resolution

Resolution #2023-08-

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** contracts to *Limbach Inc. of Pontiac, MI*, for Phase III HVAC Upgrades at the Community Center, for an estimated cost of \$1,050,000 as detailed in the proposal and per the Oakland County Extended Purchasing Contract #009746 with a 10% contingency; a copy of the proposal shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *MCMI Facility Automation of Sterling Heights, MI* for Building Management System Controls Integration at the Community Center, for an estimated cost of \$94,210 as detailed in the proposal and per the OMNIA Partners Cooperative Purchasing Contract #R220703 with a 10% contingency; a copy of the proposal shall be **ATTACHED** to the original Minutes of this meeting.

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.

b) **Standard Purchasing Resolution 4: OMNIA Partners Contract – Access Control Equipment and Installation and Oakland County Extended Purchasing Contract – Cabling Installation at the Community Center and System Maintenance Contract**

Suggested Resolution  
Resolution #2023-08-

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 purchase and installation of access control equipment at the Community Center, for an estimated cost of \$112,834 as detailed in the proposal and per the OMNIA Partners Contract #R220703, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *Shaw Systems of Southfield, MI* for the cabling installation at the Community Center, for an estimated cost of \$46,580 as detailed in the proposal and per the Oakland County Extended Purchasing Contract #008405; a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract for city wide annual service/maintenance to *Wadsworth Solutions of Perrysburg, OH* for an estimated total of \$105,600 as per the service agreement; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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.

c) **Standard Purchasing Resolution 4: Sourcewell Cooperative Contract – Shelters at Daisy Knight Dog Park and Jaycee Park, and Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds for Concrete, Materials and Installation**

Suggested Resolution  
Resolution #2023-08-

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** contracts to *WEBUILDFUN of Allen, TX* for the purchase and delivery of new shelters at the Daisy Knight Dog Park and Jaycee Park for an estimated cost of \$57,071.50, as detailed in the quotes and per the Sourcewell Cooperative Contract #012621-PPC; copies of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** expending budgeted capital funds for concrete, materials and installation of the shelters; not to exceed budgetary limitations.

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.

d) **Standard Purchasing Resolution 4: Michigan Master Computing Purchasing Agreement – MiDEAL for Purchase of Election Laptops and Tablets**

Suggested Resolution

Resolution #2023-08-

RESOLVED, That Troy City Council hereby **APPROVES** a request to purchase fifty (50) Dell Latitude 5430 laptops at \$1230.95 each and ten (10) Microsoft Surface Pro 9 for Business tablets with UAG Rugged Cases at \$1174.92 each from *CDW-G of Chicago, IL* through the Michigan Master Computing Purchasing Agreement – MiDEAL for a total cost of \$73,296.70, as detailed in the quote, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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**J-5 Request for Acceptance of a Warranty Deed and Two Permanent Easements, Sidwell #88-20-01-300-008**

Suggested Resolution

Resolution #2023-08-

RESOLVED, That Troy City Council **ACCEPTS** a warranty deed for a public road and two permanent easements for storm sewers and surface drainage, and for emergency ingress and egress from Franco C. Mancini and Giovanna L. Mancini, owners of the property having Sidwell #88-20-01-300-008.

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

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**J-6 Stormwater Management Operations and Maintenance Agreement and Permanent Easement for Water Mains, St. Mark Coptic Orthodox Church, Sidwell #88-20-21-277-036**

Suggested Resolution

Resolution #2023-08-

RESOLVED, That Troy City Council hereby **APPROVES** a *Stormwater Management Operations and Maintenance Agreement* between the City of Troy and St. Mark Coptic Orthodox Church outlining a plan to install, maintain, and operate a private stormwater system on the property owned by them and identified with Sidwell #88-20-21-277-036.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the Mayor and City Clerk to execute the Agreement.

BE IT FURTHER RESOLVED, That Troy City Council **ACCEPTS** a permanent easement for water mains from St. Mark Coptic Orthodox Church, owner of the property having Sidwell #88-20-21-277-036.

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

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**J-7 Private Agreement – Contract for Installation of Municipal Improvements – Village of Troy PUD – Project No. 23.905.3**

Suggested Resolution

Resolution #2023-08-

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

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

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

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

**L. 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**

**O. REPORTS:**

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

- a) Zoning Board of Appeals-Final – June 20, 2023
- b) Civil Service Commission (Act 78)-Final – June 26, 2023

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**O-2 Department Reports:**

- a) Second Quarter 2023 Litigation Report

**O-3 Letters of Appreciation:**

- a) To Recreation from Aubin Whitmer and David Sobczak Regarding Summer Camp

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

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**O-5 Notice of Hearing for the Gas Customers of DTE Gas Company Case No. U-21065**

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**O-6 Notice of Hearing for the Electric and Gas Customers of DTE Energy Company Case No. U-21313**

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**O-7 Notice of Hearing for the Electric and Gas Customers of DTE Energy Company Case No. U-21322**

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**O-8 Notice of Hearing for the Electric Customers of DTE Electric Company Case No. U-21403**

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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):**

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**R. CLOSED SESSION**

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**R-1 No Closed Session**

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**S. ADJOURNMENT:**

Respectfully submitted,



Mark F. Miller  
City Manager

**2023 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:**

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

**2023 SCHEDULED REGULAR CITY COUNCIL MEETINGS:**

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



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

Date: July 25, 2023

To: Mark F. Miller, City Manager

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

Subject: PUBLIC HEARING - STREET VACATION REQUEST (SV JPLN2023-001) – Request to vacate an unconstructed alley, approximately 18-feet wide by 115-feet long, West of John R and south of Larchwood, Abutting PIN 88-20-26-433-021 (1980 Larchwood) to the west, PIN 88-20-26-433-020 to the south and PIN 88-20-26-433-019 the east, Platted as part of John R Garden Subdivision, Located between Lot 259 to the west and Lots 65 through 70 to the east, in Section 26.

The applicant Bostick Real Estate LLC seeks to vacate the platted alleyway located next to their property. The platted alleyway is 18 feet wide and approximately 115 feet in length. The applicant proposes to vacate the public walkway in its entirety.

The alleyway was approved when John R Gardens Subdivision was platted in 1923. The alleyway was never constructed. Sections of the alleyway have been vacated over time. Aerial photography indicates this is the last remaining portion of the alley in the immediate area that has not been vacated.

The Planning Commission held a public hearing on this item on June 27, 2023 and recommended approval of the rezoning by a 9-0 vote.

A City Council Special Meeting has been scheduled for August 7, 2023.

### Attachments:

1. Agenda item from June 27, 2023 Planning Commission Regular meeting.
2. Minutes from June 27, 2023 Planning Commission meeting (excerpt)
3. Site plan and rendering for Kroger Fuel Station



DATE: June 14, 2023

TO: Planning Commission

FROM: R. Brent Savidant, Community Development Director

SUBJECT: PUBLIC HEARING - STREET VACATION REQUEST (SV JPLN2023-001) – Request to vacate an unconstructed alley, approximately 18-feet wide by 115-feet long, West of John R and south of Larchwood, Abutting PIN 88-20-26-433-021 (1980 Larchwood) to the west, PIN 88-20-26-433-020 to the south and PIN 88-20-26-433-019 the east, Platted as part of John R Garden Subdivision, Located between Lot 259 to the west and Lots 65 through 70 to the east, in Section 26.

### **GENERAL INFORMATION**

Name of applicant(s):

The applicant is property owner Dennis Bostick of Bostick Real Estate, LLC.

History of Right of Way:

John R Garden Subdivision was approved by the Troy Township Board on September 18, 1923. Sections of the alleyway have been vacated over time. Aerial photography indicates this is the last remaining portion of the alley in the immediate area that has not been vacated.

Length and width of right of way.

The platted public walkway is 18 feet wide and approximately 115 feet in length. The applicant propose to vacate the alley in its entirety.

### **ANALYSIS**

Reason for street vacation (as stated on the Street/Alley Vacation Application):

The application states the reason for vacation is: "To allow for the construction of a Kroger retail fuel center".

Impact on access to existing lots or buildings (including emergency service vehicles):

Vacation of the alley will not impact access to exiting lots or buildings.

Impact on Utilities

There are no public utilities located within the alley. No utilities were identified during the field work for the survey.

Future Land Use Designation:

The area is designated on the Future Land Use Plan as The Smart Zone.

## **SUMMARY**

City Management has no objections to the proposed vacation request.

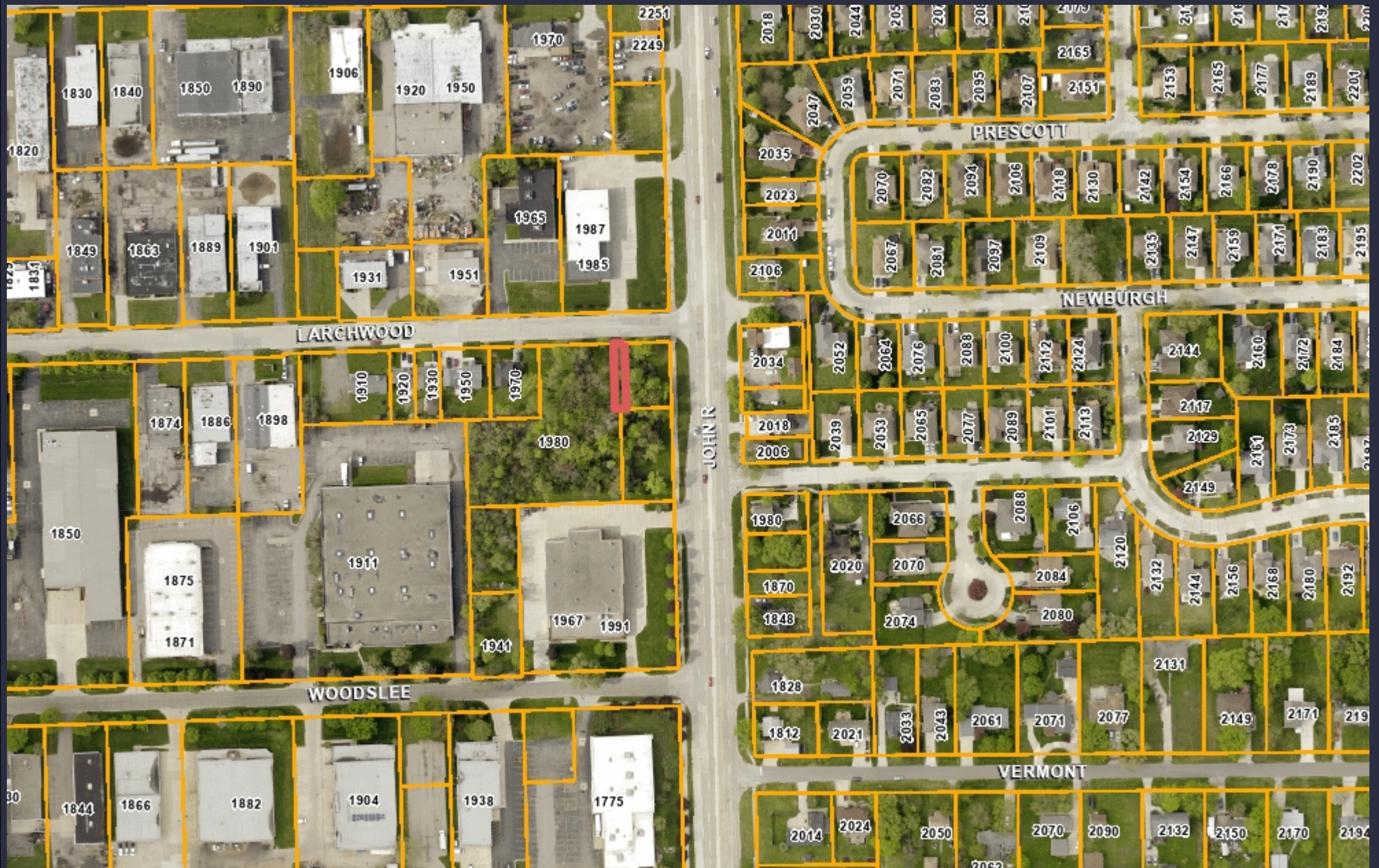
### Attachments:

1. Maps
2. Application

G:\STREET VACATION\SV\_JPLN2023-001\_ALLEY VACATION SEC\SV\_JPLN2023-001 Alley Vacation PC Memo 06 27 2023.doc



# GIS Online



574 0 287 574Feet



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.





287 0 143 287Feet



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.





# GIS Online



574 0 287 574Feet



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.



# CITY OF TROY STREET / ALLEY VACATION APPLICATION

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



VACATION APPLICATION FEE  
**\$500.00**

ESCROW FEE  
**\$1,500.00**

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

PLEASE COMPLETE AND FILE **TWO (2) SIGNED** ORIGINAL APPLICATIONS, TOGETHER WITH THE APPROPRIATE FEE, NOT LESS THAN THIRTY (30) DAYS PRIOR TO THE DATE OF THAT MEETING.

-----  
**TO THE CITY COUNCIL:**

I (WE), THE UNDERSIGNED, DO HEREBY RESPECTFULLY PETITION AND MAKE APPLICATION TO THE TROY CITY COUNCIL FOR VACATION OF THE RIGHT-OF-WAY OR EASEMENT WHICH IS DESCRIBED AS FOLLOWS:

#1. 18 foot wide alley (105 feet in length) lying west of and parallel to John R Road and abutting lots 65 through 70 and lots 259, and 260 of John R Gardens Subdivision, (Liber 31, Page 8 of the recorded plats of Oakland County, Michigan, T2N, R11E, Section 26 of the City of Troy.

#2. Vacation of 12' wide public utility easement per L.8421, Pg. 680

**APPLICANT(S) FOR VACATION:**

NAME Dennis Bostick  
COMPANY Bostick Real Estate, LLC  
ADDRESS 803 W. Big Beaver Road, Suite 101  
CITY Troy STATE MI ZIP 48084  
TELEPHONE 248.709.4001  
E-MAIL dennisbostick@att.net

NAME \_\_\_\_\_  
COMPANY \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
TELEPHONE \_\_\_\_\_  
E-MAIL \_\_\_\_\_

ADDRESS(S) AND/OR PARCEL NUMBER(S) OF PROPERTY OWNED BY APPLICANT(S) WHICH ABUTS OR INCLUDES THE AREA FOR WHICH VACATION IS REQUESTED: \_\_\_\_\_

PIN: 20-26-433-019, PIN: 20-26-433-020, PIN: 20-26-433-021

THIS REQUEST FOR VACATION IS MADE FOR THE FOLLOWING REASON(S): To allow for the construction of a Kroger retail fuel center.

Attach additional informational pages if necessary.

**ATTACH A MAP INDICATING THE AREA FOR WHICH VACATION IS REQUESTED, THE LOCATION OF THE APPLICANT(S) PROPERTY AND OTHER ABUTTING PROPERTIES. (1"=200' minimum scale)**

**SIGNATURE OF APPLICANT(S):**

Dennis Bostick

DATE 5-26-23

DATE \_\_\_\_\_











## **STREET VACATION**

5. **PUBLIC HEARING - STREET VACATION REQUEST (SV JPLN2023-001)** – Request to vacate an unconstructed alley, approximately 18-feet wide by 115-feet long, West of John R and south of Larchwood, Abutting PIN 88-20-26-433-021 (1980 Larchwood) to the west, PIN 88-20-26-433-020 to the south and PIN 88-20-26-433-019 to the east, Platted as part of John R Garden Subdivision, Located between Lot 259 to the west and Lots 65 through 70 to the east, in Section 26

Mr. Savidant gave an overview of a street vacation application process and conveyed how the subject *paper* alley materialized. He said the request to vacate the alley relates to the following agenda item for a proposed Kroger Fuel Station.

### **PUBLIC HEARING OPENED**

Matthew Pisko, representative of the Kroger Company of Michigan, said the request to vacate the alley is to allow for the construction of a Kroger Fuel Station. Mr. Pisko addressed the 12-foot-wide public utility easement on site.

### **PUBLIC HEARING CLOSED**

There was discussion, some comments related to:

- Public utility easement on site.
- Ownership of alley.
- Allocation of property should request be granted.
- Mix of zoning districts and uses.

### **Resolution # PC-2023-06-037**

Moved by: Fox

Seconded by: Malalahalli

***RESOLVED***, That the Planning Commission hereby recommends to the City Council that the street vacation request to vacate an unconstructed alley approximately 18-feet wide by 115-feet long, abutting PIN 88-20-26-433-021 (1980 Larchwood) to the west, PIN 88-20-26-433-020 to the south and PIN 88-20-26-433-019 to the east, Platted as part of John R Garden Subdivision, Located between Lot 259 to the west and Lots 65 through 70 to the east, in Section 26, be approved.

Yes: All present (9)

**MOTION CARRIED**



Larchwood Drive

John R Road



Kroger D463  
Retail Fuel Center  
John R at Larchwood Drive







Kroger D463  
Retail Fuel Center  
John R at Larchwood Drive

sevan  
MULTI-SITE SOLUTIONS





500 West Big Beaver  
Troy, MI 48084  
troymi.gov

I-04

## CITY COUNCIL AGENDA ITEM

Date: August 1, 2023

To: Honorable Mayor and Members of the Troy City Council

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

Subject: Proposed Amendments to Chapter 10 of Troy Ordinances- Retirement Board

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The recent retirement of one of the Defined Benefit employees on the Board of Trustees for the Employees Retirement System provides a perfect opportunity to consider some changes to the Board's composition, in light of the dwindling numbers of current employees that still participate in the Defined Benefit Plan. Under the current ordinance provisions in Chapter 10, the Board is comprised of eight trustees: the City Manager, the Assistant City Manager, a City Council member, an independent citizen appointed by the City Council, three employees, and an ex officio (non-voting) Defined Benefit plan retiree. At least two of the employee members are now required to be in the Defined Benefit Plan as well.

The Employees Retirement System Board of Trustees discussed the Board composition at its June 7, 2023 meeting, and recommended a reduction of total board members from eight to six. Since there is currently one employee member vacancy, a proposed elimination of the Assistant City Manager/ Finance and Administration (currently served by the City's Chief Financial Officer) could easily facilitate this modification. In order for it to be effective, the provisions of Chapter 10 would need to be amended.

In addition to the proposed downsizing of the Board, there was also some discussion about the number of designated Defined Benefit Plan members. There was some recognition of the past difficulty in finding candidates for the spot, in light of the low number of employees in the Defined Benefit Plan, and the inclusion of a retiree member in the Defined Benefit Plan. There was also some discussion as to the role of the Board Members, which is to the entire system, and not any particular subset.

As a result of this discussion, proposed amendments to Chapter 10 are included for your consideration. These proposed amendments are step one, and address only the Board composition and some other clean up items, such as a removal of provisions that are no longer applicable. Our outside legal counsel has already started preparing additional amendments to Chapter 10, which are planned to be proposed in the near future. However, the Board composition needed to be addressed as quickly as possible.

City Administration recommends approval of the proposed amendments. We are happy to answer any questions.

CITY OF TROY  
AN ORDINANCE TO AMEND  
CHAPTER 10- CITY OF TROY ORDINANCE

The City of Troy ordains:

Section 1. Short Title

This Ordinance shall be known and may be cited as an amendment to Sections 2, 3, 3.5, 3.6, 4.5 and 6.1 of Chapter 10- City of Troy Ordinance.

Section 2. Ordinance Amendment

Chapter 10, Sections 2, 3, 3.5, 3.6 4.5 and 6.1 are hereby amended as follows:

2. Board of Trustees. The Board of Trustees is vested with the power and authority to administer, manage and operate the retirement system, and to construe and make effective the provisions of this Chapter. The Board shall consist of ~~eight~~ six trustees as follows:

A) The City Manager or his/her designee, by virtue of his position.

~~B) The Assistant City Manager/Finance & Administration, by virtue of his position.~~

~~GB)~~ A member of Council selected by the Council.

~~DC)~~ A citizen, who is an elector of the City, and who is not a member, retirant or beneficiary of the retirement system, and who is not a member of the Council, to be appointed by the Council.

~~ED)~~ ~~Three~~ Two members of the retirement system to be elected by the members of the system in accordance with such rules and regulations as the Board shall from time to time adopt to govern such elections.

~~FE)~~ A retiree member in the Defined Benefit plan, who shall be appointed by the City Council, and shall serve as a non-voting member.

~~G) Of the five employee members, two must be in the Defined Benefit plan. A minimum of two of the five member trustees, as set forth in paragraphs A, B or E, must be a member of the Defined Benefit plan.~~

3. Terms of Office. The regular term of office for the appointed citizen, the ~~3~~ 2 member trustees, and the Council trustee, shall be 3 years.

Board Quorum, Vote, Meetings, Proceedings.

3.5 ~~Four~~ Three trustees shall constitute a quorum at any meeting of the Board of Trustees. Each trustee shall be entitled to one vote on each question before the Board and at least ~~four~~ three concurring votes shall be required for a decision by the Board. The Board shall hold meetings

regularly, at least one in each quarter year, and shall designate the time and place thereof. The Board shall adopt its own rules of procedure.

Board Chairman, Retirement System Officers, Employees.

3.6 The Board of Trustees is vested with the power and authority to administer, manage and operate the retirement system, and to construe and make effective the provisions of this Chapter. The Board shall consist of ~~eight~~six trustees as follows:

- A) The Board of Trustees shall designate from its own number a Chairman and a Vice-Chairman.
- B) The City Treasurer shall be the Treasurer of the Retirement System.
- C) The City Manager or his/her designee shall be the Administrative Officer and serve as secretary of the Retirement System and he/she shall be the custodian of its money and investments.
- D) The City Attorney shall be the Legal Advisor to the Board of Trustees.
- E) The Board of Trustees shall designate an actuary who shall be the Technical Advisor to the Board and who shall perform such other duties as are required of him under this Chapter.
- F) The Board of Trustees may employ such other services as are approved by the City Manager and authorized by the Council.

~~4.5 Additional Service Credits. Any person (having been first employed by the City prior to January 22, 2001) who is in the active employ of the City as of the date of enactment of this provision, and who currently is or has previously been excluded from membership in the Retirement System pursuant to the provisions of Section 4(1) (solely due to being employed by the City in a "part time" position normally requiring less than 1,000 hours of work per annum), shall be subject to the following additional provisions:~~

~~A) Any such employee who as of the date of enactment of this provision has completed five (5) or more consecutive years of service in such part time position, shall immediately be eligible to become a member of the Retirement System and receive credit for such service; provided that during each such year he or she performed services in at least 10 months and completed at least 1,000 hours of work, and that such consecutive period of service is continuing as of the date of enactment of this provision.~~

~~B) Any such employee who after the date of enactment of this provision (and prior to January 21, 2006), completes a minimum of five (5) consecutive years of service in such part time position, shall be eligible to become a member of the Retirement System and receive credit for such service, effective as of their completion of such period of service; provided that during each such year he or she performed services in at least 10 months and completed at least 1,000 hours of work.~~

~~C) Any such employee who currently is or otherwise becomes a member of the Retirement System pursuant to Section 4 (due to a change in job classification), and who previously was excluded from membership as a part time employee, shall be eligible to receive credit for years of service completed in such part time position, effective as of the later of the enactment of this provision or their otherwise becoming a member; provided that only the consecutive period of service (during each year of which he or she performed services in at least 10 months and completed at least 1,000 hours of work) that commenced prior to January 22, 2001, and that was continuing at the date they became a member shall be so credited.~~

~~D) An employee referred to in (A) or (B) above, shall continue to be a member and receive credit for service only for such period as he or she continues to perform services in at least 10 months complete at least 1,000 hours of work in any year. An employee referred to in (C) above, shall continue to be a member and receive credit for service only for such period that he or she continues to be employed in a position that otherwise qualifies them for membership pursuant to the provisions of Section 4. All such employees shall be subject to the break-in-service provisions of Section 4.2, and the vesting requirements of Sections 6 and 57. In no event shall any year of service be counted more than once pursuant to these provisions.~~

~~E) If the first period for which an employee receives service credit hereunder occurs prior to January 1, 1998, such credited service shall be applied towards determining the amount of pension under Section 6.1 to which the employee may become entitled upon retirement; provided that the value of such pension may be transferred to the Defined Contribution Plan in accordance with such procedures as the Board may determine. If the first period for which an employee receives service credit hereunder occurs on or after such date, the Board shall determine (and the City shall contribute) those amounts that would otherwise have been required to be contributed on such employee's behalf under Section 55 with respect to such years.~~

~~F) Notwithstanding any provision in this Chapter to the contrary, for purposes of calculating the amount of benefit (under Section 6.1) or contribution (under Section 55) to which a member is entitled with respect to each year of credited service referred to in (A), (B), (C) and (D) above, the benefit or contribution otherwise due pursuant to this Chapter shall be prorated for each such year based on the actual number of hours worked during such year, as determined from the following schedule:~~

<u>Hours Worked</u>	<u>Years of Service Credit</u>
1,000 to 1,499	50%
1,500 to 1,999	75%
2,000 and over	100%

~~G) In order to become a member and/or receive service credits in accordance with this provision, an eligible employee must elect (within six (6) months of the date of enactment of this provision) to purchase such service credits, by agreeing in writing~~

~~to contribute to the Retirement System those amounts that would otherwise have been required to be contributed by the employee under Section 9.1 or Section 55 with respect to such years, along with such interest as the actuary and/or Board shall determine is appropriate. Such amounts shall be deducted from payroll in accordance with such procedures as the Board may determine, provided that all amounts due shall be contributed into the Retirement System no later than the time the employee terminates his employment with the City. Failure to contribute such amounts in a timely manner will result in forfeiture of such service credits.~~

#### 61. ~~Voluntary Separation Incentive Program for Retirement.~~

~~— In order to address significant budget short falls for the 2009 fiscal year, on November 10, 2008, the Troy City Council approved a limited Voluntary Separation Incentive Program for those employees eligible to retire as of December 31, 2008 and who retire between January 1, 2009 and February 28, 2009. For those employees who satisfactorily complete all requirements for the Voluntary Separation Incentive Program (City Council Resolution 2008-11-331), the definition of credited service, as found in Section 1 (F) is modified to allow for one week of additional credited service for each full year of the employee's service as of December 31, 2008, as well as a one time lump sum payment in the amount of one week of 2008 base salary for each full year of the employee's service as of December 31, 2008. This lump sum payment is not included in the employee's Final Average Compensation, as defined in Section 1 (H).~~

### Section 3. Repeal

All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

### Section 4. Savings

All proceedings pending, and all rights and liabilities existing, acquired or incurred, at the time this Ordinance takes effect, are hereby saved. Such proceedings may be consummated under and according to the ordinance in force at the time such proceedings were commenced. This ordinance shall not be construed to alter, affect, or abate any pending prosecution, or prevent prosecution hereafter instituted under any ordinance specifically or impliedly repealed or amended by this ordinance adopting this penal regulation, for offenses committed prior to the effective date of this ordinance; and new prosecutions may be instituted and all prosecutions pending at the effective date of this ordinance may be continued, for offenses committed prior to the effective date of this ordinance, under and in accordance with the provisions of any ordinance in force at the time of the commission of such offense.

### Section 5. Severability Clause

Should any word, phrase, sentence, paragraph or section of this Ordinance be held invalid or unconstitutional, the remaining provision of this ordinance shall remain in full force and effect.



Section 6. Effective Date

This Ordinance shall become effective ten (10) days from the date hereof or upon publication, whichever shall later occur.

This Ordinance is enacted by the Council of the City of Troy, Oakland County, Michigan, at a Regular Meeting of the City Council held at City Hall, 500 W. Big Beaver, Troy, MI, on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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Ethan D. Baker, Mayor

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M. Aileen Dickson, MMC, City Clerk



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

I-05

## CITY COUNCIL AGENDA ITEM

Date: July 31, 2023

To: Mark F. Miller, City Manager

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

Subject: Budget Amendment and Standard Purchasing Resolution 4: Oakland County  
Extended Purchasing Contract – Aquatic Center Boiler Replacements (Introduced by:  
Brian Goul, Recreation Director)

---

### History

- TFAC is currently in its 32<sup>nd</sup> season.
- The Aquatic Center pool boilers were replaced in 2004 and rebuilt in 2017.
- These units have passed their useful life and need to be replaced before the next season.
- The Facilities and Grounds Division recommends increasing the heating size to allow the unit to cycle on and off, thus allowing a more efficient operation.
- Adding this option increases the cost and will require a budget amendment to cover the contingency.

### Purchasing

- Pricing for the Aquatic Center Boiler Replacements has been secured from *Limbach Inc. of Pontiac, MI* as detailed in the attached proposal #KB011422A through the Oakland County Extended Purchasing Contract #009746.
- City Council authorized participation in the Cooperative Purchasing Programs on November 14, 2022 (Resolution #2022-11-157)

### Financial

Funds for the boiler replacements were budgeted in the amount of \$200,000. The acquisition will require a budget appropriation amendment in the amount of \$19,240 to the Aquatic Center Capital Fund under Project Number 2024C0086 for the 2024 fiscal year. Expenditures will be charged to account number 587.789.978.010.

This budget amendment may require the General Fund to increase its cash advance to the Troy Family Aquatic Center (TFAC) to enable TFAC to pay its obligations.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

### **Recommendation**

City Management recommends that the bid process be waived and a contract awarded to *Limbach Inc. of Pontiac, MI* for the Aquatic Center Boiler Replacements for an estimated cost of \$199,304 with a 10% contingency, as detailed in the attached proposal and per the Oakland County Extended Purchasing Contract #009746.

It is also recommended that City Council approve a budget amendment to the Aquatic Center Capital Fund in the amount of \$19,240.

City of Troy - TFAC  
3425 Civic Center Drive,  
Troy, MI 48083

**Jun 28, 2023**

### **Project: (2) Outdoor Boiler Replacements**

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

#### **Scope of Work:**

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

- Isolate the existing units from power, water and gas.
- Disconnect the existing utilities from the boilers.
- Remove the existing boilers from location.
- Set (2) matching boilers in the same location.
  - Includes cold run protection systems to prevent condensation in the boilers.
- Reconnect the existing electrical, piping and gas.
- Provide and install new venting for the new boilers.
- Dispose of all failed components.

#### **Also Included**

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

#### **Qualifications**

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

926 FEATHERSTONE ROAD  
PONTIAC, MI 48342

**P: 248-391-1411 | F: 248-975-5860 | [limbachinc.com](http://limbachinc.com)**

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

1. Removal or relocation of conflicting services, utilities, lights, or sprinklers.
2. Other repairs needed that are found on the existing system during the installation.
3. Temporary utilities or HVAC.

**Total Investment for the above scope of work - \$164,881.00**

**To increase the boilers by 1MBH please add \$34,423.00**

Respectfully submitted,



**Kyle Bradley**  
**Service Sales Representative**  
**(248) 866-2379**  
**Kyle.Bradley@limbachinc.com**

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

Approved by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

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**PROJECT AGREEMENT TERMS AND CONDITIONS****pg. 1 of 2**

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

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours. Customer will provide to Contractor reasonable means of access to the equipment, including removal, replacement, or refinishing of the building structure required.

2. Contractor shall repair or replace any of the Work performed by Contractor or its subcontractors which is proven to be defective in quality of material or workmanship within one (1) year from the date of beneficial use by the Customer, or from the date of acceptance, whichever is the earlier, provided Contractor has been given prompt, written notice of any such defects. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. TERMS OF PAYMENT: 1/3 upon approval of the proposal, progress billings, and balance due 30 days from the final invoice. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall pay a late charge on the balance outstanding at the lesser of (a) 1 ½% per month or (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.

4. If at the time the order is placed, the cost of raw materials should exceed 5% over the original estimate, the additional cost will be added to the total investment price.

5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder. The amount of any taxes for which Contractor may become liable for or in connection with its performance under this Agreement shall be in addition to the amount of the Agreement.

6. In the event Customer requests that Contractor perform work beyond the Scope of this Agreement, the cost of materials and labor will become an extra charge (fixed price amount to be negotiated or performed by Contractor on a time-and-material basis at Contractor's rates then in effect.)

7. In the event that Contractor must commence any action against Customer to recover amounts due hereunder, Customer shall reimburse Contractor for its attorney's fees and court costs associated with such action.

8. In the event of a breach by Contractor of the terms of this Agreement, or in the event Customer incurs any liability in connection with the performance of the Work by Contractor, Customer's sole and exclusive remedy against Contractor shall be for Contractor to repair or replace the Work in accordance with the warranty or, if such Work cannot be repaired or replaced, to refund to Customer the amount paid to Contractor under this Agreement, not to exceed Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with the Work, whether by reason of breach of contract, tort (including negligence), statute or otherwise exceed the amount paid by Customer to Contractor for the Work. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE OR LIABLE FOR DAMAGES ARISING FROM LOSS OF USE, LOSS OF BUSINESS AND/OR PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSE, CLAIMS OF CUSTOMER'S CLIENTS OR TENANTS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING OUT OF ITS PERFORMANCE UNDER THIS AGREEMENT, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Any action against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.

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PONTIAC, MI 48342

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

**PROJECT AGREEMENT TERMS AND CONDITIONS****pg. 2 of 2**

10. Contractor shall not be liable for any claim, damage, loss, or expense nor for injuries to persons, or damage to property. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.

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

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

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

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

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

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

**- - - END OF TERMS AND CONDITIONS - - -**

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1675 Green Road  
Ann Arbor, MI 48105-2530

T 734.662.3246  
800.653.2483  
F 734.662.8083  
[mml.org](http://mml.org)

July 10, 2023

### **Michigan Municipal League Annual Meeting Notice**

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

Dear Official:

The Michigan Municipal League Annual Convention will be held in Traverse City, October 18-20, 2023. The League's "**Annual Meeting**" is scheduled for 4:30 pm on Wednesday, October 18 in Governors' Hall A at the Grand Traverse Resort & Spa. The meeting will be held for the following purposes:

1. **Election of Trustees.** To elect five members of the Board of Trustees for terms of four years each (see #1 on page 2).
2. **Policy.** A) **To vote on the Core Legislative Principles document.**

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

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

In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by **September 18, 2023.**

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

### **Designation of Voting Delegates**

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting <https://mml.org/resources-research/delegate/> **no later than September 18, 2023.**

We love where you live.





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

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

#### 1. Election of Trustees

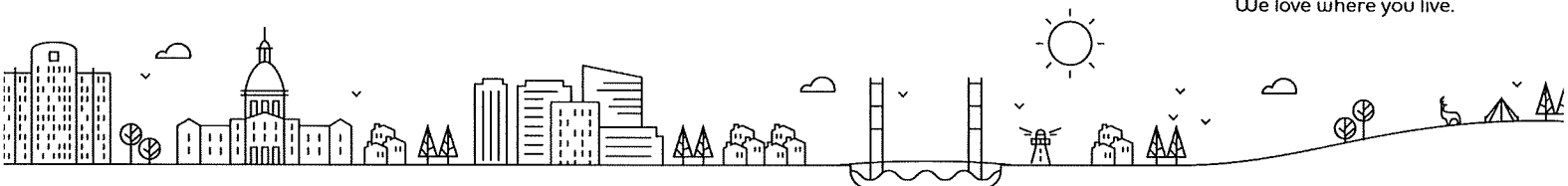
Regarding election of Trustees, under Section 5.3 of the League Bylaws, five members of the Board of Trustees will be elected at the annual meeting for a term of four years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees on a board at the registration desk at least four hours before the hour of the business meeting.

#### 2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and “no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting.” Thus, the deadline this year for the League to receive resolutions is **September 18, 2023**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. **Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.**

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

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### 3. Posting of Proposed Resolutions and Core Legislative Principles

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

The Board of Trustees will meet on Tuesday, October 17, 2023 at the Grand Traverse Resort & Spa for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

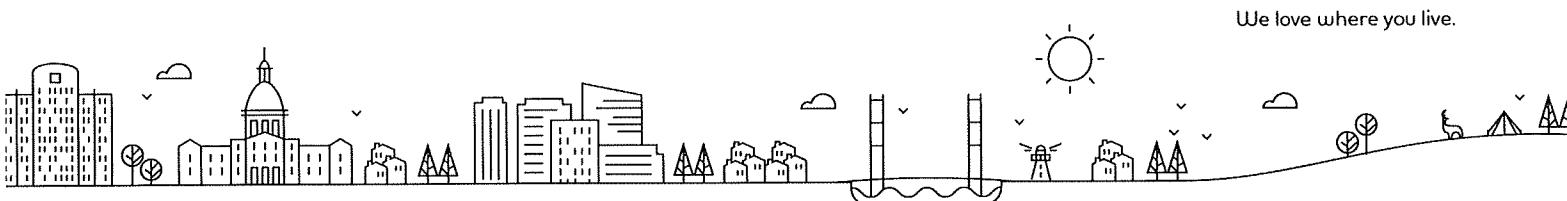
Sincerely,



Barbara Ziarko  
President  
Councilmember, City of Sterling Heights



Daniel P. Gilmartin  
Executive Director & CEO



We love where you live.



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

**A. CALL TO ORDER:**

A Regular Meeting of the Troy City Council was held on Monday, July 24, 2023, at City Hall, 500 W. Big Beaver Rd. Mayor Baker called the meeting to order at 7:31 PM.

**B. ROLL CALL:**

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

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

---

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

**D. CARRYOVER ITEMS:**

---

**D-1** No Carryover Items

**E. PUBLIC HEARINGS:**

---

**E-1** No Public Hearings

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

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

**H. POSTPONED ITEMS:**

---

**H-1** No Postponed Items

**I. REGULAR BUSINESS:**

---

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

- a) Mayoral Appointments: None

b) City Council Appointments: None

---

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

a) Mayoral Nominations: None

b) City Council Nominations: None

---

**I-3** Request for Closed Session

Resolution #2023-07-102

Moved by Baker

Seconded by Erickson Gault

BE IT RESOLVED, That City Council shall meet in closed session as permitted by MCL 15.268 (c) (Michigan Association of Police).

Yes: All-7

No: None

**MOTION CARRIED**

---

**I-4** Contract Ratification – Troy Police Officers Association (TPOA) (*Introduced by: Jeanette Menig, Human Resources Director*)

Resolution #2023-07-103

Moved by Erickson Gault

Seconded by Hamilton

RESOLVED, That Troy City Council hereby **RATIFIES** the collective bargaining agreement between the City of Troy and the Troy Police Officers Association (TPOA) for the period July 1, 2023 through June 30, 2026, and the Mayor and City Clerk are **AUTHORIZED** to execute the final agreement; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: All-7

No: None

**MOTION CARRIED**

---

**I-5** Proposed Amendment to Title VII – Business and Trades, Chapter 60 – Fees and Bonds Required (*Introduced by: Meg Schubert, Assistant City Manager*)

Resolution #2023-07-104

Moved by Chamberlain-Creanga

Seconded by Brooks

**a) Proposed Amendment to Chapter 60 – Fees and Bonds Required**

BE IT RESOLVED, That Troy City Council hereby **APPROVES** the proposed amendments to the City of Troy Ordinance - Title VII- Business and Trades, Chapter 60 Fees and Bonds Required, as recommended by City Administration; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

**b) Approval of City of Troy Fee Schedule for 2023 Fiscal Year**

BE IT RESOLVED, That Troy City Council hereby **APPROVES** the proposed City of Troy Fee Schedule for the 2023 Fiscal Year; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: All-7

No: None

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

---

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

Resolution #2023-07-105-J-1a

Moved by Abraham

Seconded by Hodorek

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

Yes: All-7

No: None

**MOTION CARRIED**

---

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

---

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

Resolution #2023-07-105-J-2

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

a) City Council Minutes-Draft – July 10, 2023

---

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

---

**J-4 Standard Purchasing Resolutions:**

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a) **Standard Purchasing Resolution 4: State of Michigan MiDEAL Cooperative Purchasing Agreement – Police and Fire Department Vehicles**

Resolution #2023-07-105-J-4a

RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase eight (8) 2023 Chevrolet Tahoe's and two (2) 2023 Chevrolet Silverado's from *Berger Chevrolet of Grand Rapids, MI* as per the State of Michigan MiDEAL Cooperative Purchasing contract #071B7700177 for an estimated total cost of \$415,984.00 as detailed in the quotes, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

b) **Standard Purchasing Resolution 4: Sourcewell Cooperative Contract – Flynn Park Scoreboard Replacements**

Resolution #2023-07-105-J-4b

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *Nevco Sports, LLC of Chicago, IL* for the replacement and upgrade of scoreboards at Flynn Park, for an estimated cost of \$23,745.10, as detailed in the quote and per the Sourcewell Cooperative Contract #030223-NVC, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

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.

c) **Standard Purchasing Resolution 4: OMNIA Partners Cooperative Purchasing Contract – TORO Utility Vehicles**

Resolution #2023-07-105-J-4c

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *Spartan Distributors of Sparta, MI* for the purchase of two (2) TORO Utility Vehicles, for an estimated total cost of \$25,867.92 less the trade in values of one (1) Goossen Versa Vac and two (2) TORO Workman MDX Utility Carts, at prices detailed in the quote as per the OMNIA Partners Contract #2017025, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

d) **Standard Purchasing Resolution 10: Travel Authorization and Approval to Expend Funds for Troy City Council Member Travel – 2023 Michigan Municipal League Convention**

Resolution #2023-07-105-J-4d

RESOLVED, That Troy City Council hereby **AUTHORIZES** City Council Member travel expenses for the Michigan Municipal League 2023 Convention, in accordance with accounting procedures of the City of Troy.

---

**J-5 Bid Waiver – Voting Booths and Approved Ballot Containers**

Resolution #2023-07-105-J-5

WHEREAS, *Election Source, Inc. of Grand Rapids, MI* provides voting booths and approved ballot containers that comply with State of Michigan standards; and,

WHEREAS, *Election Source, Inc.* has provided the City of Troy with the required materials as a result of the lowest quote and regularly as one of the only vendors in Michigan able to provide the materials requested in the quotes; and,

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **WAIVES** formal bidding procedures and **AUTHORIZES** the purchase of voting booths and approved ballot containers at a cost of \$14,673 from *Election Source, Inc., of Grand Rapids, MI*, a copy of the quote shall be **ATTACHED** to the Minutes of this meeting.

---

**J-6 Cost Participation Agreement for Road Work on John R, 14 Mile Road to Maple Road**

Resolution #2023-07-105-J-6

**RESOLVED**, That the Cost Participation Agreement between the City of Troy and the Board of Road Commissioners of the County of Oakland for the resurfacing of John R Road, from 14 Mile Road to Maple Road is hereby **APPROVED** at an estimated cost of \$3,133,948 with the City of Troy share of \$94,802 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.

Funds for Troy's share of the work are included in the proposed 3-Year Capital Budget for Major Roads, Account # 401.447.479.7989.15.105.6

---

**J-7 Temporary Construction Access Easement and Permit Agreement**

Resolution #2023-07-105-J-7

WHEREAS, The City entered into a PUD Agreement with Robertson Brothers Homes to develop 146 mixed residential units located on the south side of Long Lake, west of Rochester, in Section 15, approximately 20.48 acres in an area known as Robertson Village of Troy; and,

WHEREAS, The Village of Troy PUD contemplates the expansion of an existing detention pond located on City property near the Department of Public Works; and,

WHEREAS, Robertson Village of Troy agrees to manage construction of the expansion of the regional detention pond according to design plans created by Hubbel, Roth and Clark, Inc. on behalf of the City;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the Temporary Construction Access Easement and Permit Agreement between the City of Troy and Robertson Village of Troy; and



BE IT FURTHER RESOLVED, That the Mayor and City Clerk are hereby **AUTHORIZED TO EXECUTE** the Temporary Construction Access Easement and Permit Agreement on behalf of the City; a copy shall be **ATTACHED** to the original Minutes of this meeting.

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

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

- a) August 7, 2023 – Street Vacation Request (SV JPLN2023-001) – Request to Vacate an Unconstructed Alley, Approximately 18-feet Wide by 115-Feet Long, West of John R and South of Larchwood, Abutting PIN 88-20-26-433-021 (1980 Larchwood) to the West, PIN 88-20-26-433-020 to the South, and PIN 88-20-26-433-019 to the East, Platted as Part of John R Garden Subdivision, Located Between Lot 259 to the West and Lots 65 Through 70 to the East, in Section 26

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

- a) Proposed Amendments to Chapter 10 of Troy Ordinances - Retirement Board

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

Diane Cipolletti	Requested a resolution from City Council prohibiting burning and bonfires on Air Quality Alert Days
------------------	---

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

Mayor Baker thanked Mrs. Cipolletti for her comments, and that City Management will be working on a response for City Council's consideration.

## **N. COUNCIL REFERRALS:**

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

### **N-1 No Council Referrals Submitted**

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

- a) Personnel Board-Final – May 26, 2022
- b) Civil Service Commission (Act 78)-Final – June 5, 2023
- c) Planning Commission-Final – June 13, 2023
- d) Planning Commission-Final – June 27, 2023

Noted and Filed

**O-2 Department Reports:**

- a) City Manager Status Report
- b) Report of Recent Election Legislation and Election Update
- c) City Logo and Signage History
- d) Report Site 11 Community Engagement Strategy
- e) Report Aquatic Center Fund

Noted and Filed

**O-3 Letters of Appreciation:**

- a) To Officer Weingart from Mary Lee and Allan Grant

Noted and Filed

**O-4 Proposed Proclamations/Resolutions from Other Organizations: None Submitted****O-5 Notice of Hearing for the Electric Customers of DTE Electric Company Case No. U-21353**

Noted and Filed

**P. COUNCIL COMMENTS:****P-1 Council Comments**

Mayor Baker asked City Manager Miller if a meeting has been scheduled with the County and Local Development Finance Authority regarding electric vehicle chargers. City Manager Miller indicated that the meeting has not been rescheduled yet.

Mayor Baker asked City Manager Miller about the plan to conduct some engagement regarding the new location for the Reflective Head statue. City Manager Miller commented that there will be a report to City Council after thoughtful consideration of where to place the statue.

**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 8:37 PM.

The Meeting **RECONVENED** at 8:45 PM.

**R. CLOSED SESSION**

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**R-1** Closed Session

**S. ADJOURNMENT:**

The Meeting **ADJOURNED** at 9:15 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:**

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

**2023 SCHEDULED REGULAR CITY COUNCIL MEETINGS:**

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



500 West Big Beaver  
Troy, MI 48084  
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J-04a

## CITY COUNCIL AGENDA ITEM

Date: July 24, 2023

To: Mark F. Miller, City Manager

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

Subject: Standard Purchasing Resolution 4: Oakland County Extended Purchasing Contract – Phase III HVAC Upgrades at the Community Center, and Standard Purchasing Resolution 4: OMNIA Partners Cooperative Purchasing Contract – Building Management System Controls Integration

### History

- The Community Center was constructed in two separate phases. The first phase was built in 2002 and consisted of the west portion of the facility with the east portion following in 2003.
- The HVAC system for the Community Center consists of 9 Roof Top Heating, Ventilation, and Air Conditioning (RTU) Units, 9 Energy Recovery Ventilation (ERV) Units, and 2 hot water boilers for heating.
- Phase I of the HVAC replacement was approved by City Council for FY 22 (Resolution #2021-11-174) for replacement of RTU 1-1, 1-2, 2-1 and 2-2 and ERV's.
- Phase II of the HVAC replacement was approved by City Council for FY 23 (Resolution #2022-09-127) for replacement of RTU 3-1, 4-1 and ERV's along with heating boilers and pumps.
- Phase III, the final phase, includes RTU 5-1, 5-2, and 6-1 along with the ERV Units associated with each unit and their building management system control integration.
- In 2018 a complete Facility Condition Assessment and Analysis (FCA) was conducted. The Analysis identified and recommended the replacement of the Community Center HVAC RTU/ERV units and boilers through the regular capital renewal process.

### Purchasing

- Pricing for Phase III HVAC Upgrades at the Community Center has been secured from *Limbach Inc. of Pontiac, MI* as detailed in the attached proposal KM230710 through the Oakland County Extended Purchasing Contract #009746.
- Pricing for the installation of the Building Management System Controls Integration has been secured from *MCM Facility Automation of Sterling Heights, MI* through the OMNIA Partners Cooperative Purchasing Contract #R220703 and as detailed in the attached proposal.
- City Council authorized participation in the Cooperative Purchasing Programs on November 14, 2022 (Resolution #2022-11-157).



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## CITY COUNCIL AGENDA ITEM

### **Financial**

Funds are budgeted and available in the Community Center Capital Fund under Project Number 2024C0051 for the 2024 fiscal year. Expenditures will be charged to account number 401.756.755.975.125.

### **Recommendation**

City Management recommends that the bid process be waived and a contract be awarded to *Limbach Inc. of Pontiac, MI* for Phase III HVAC Upgrades at the Community Center for an estimated cost of \$1,050,000 with a 10% contingency, as detailed in the attached proposals and per the Oakland County Extended Purchasing Contract #009746.

City Management recommends that the bid process be waived and a contract be awarded to *MCM/ Facility Automation of Sterling Heights, MI* for Building Management System Controls for an estimated cost of \$94,210 with a 10% contingency, as detailed in the attached proposal and per the OMNIA Partners Cooperative Purchasing Contract #R220703.

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

**June 30, 2023**

**Project: RTU/ERU Replacement**

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

**Scope of Work:**

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

1. Disconnect and remove existing 3 RTU's (labeled 5-1, 5-2, & 6-1) and 3 ERU's (labeled 5-1, 5-2, & 6-1)
2. Disconnect all gas, power, and controls connections on the units prior to removal
3. Furnish and install new curb adapters for all units except for the furthest south unit. The RTU to the south will receive a new curb, remove and replace existing.
4. Roofing cut and patch for 1 new RTU.
5. Reconnect the gas and electrical feeds
6. Dispose of all failed components.

**Also Included**

1. All hoisting and rigging
2. Deliveries
3. Test, Check & Start for proper operations

**Qualifications**

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

926 FEATHERSTONE ROAD  
PONTIAC, MI 48342

P: 248-391-1411 | F: 248-975-5860 | [limbachinc.com](http://limbachinc.com)

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MECHANICAL



ELECTRICAL



PLUMBING



CONTROLS

**PROJECT AGREEMENT TERMS AND CONDITIONS****pg. 1 of 2**

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

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

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

**PROJECT AGREEMENT TERMS AND CONDITIONS****pg. 2 of 2**

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

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

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

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

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

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

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

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

**- - - END OF TERMS AND CONDITIONS - - -**

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CONTROLS

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**CONSTRUCTION**

**SERVICE**



# MCMC

Facility Automation Services

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

## Proposal

---

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

Date: 5-11-23  
Page: 1 of 2  
Estimator: drl  
Terms: Net 30 Days

Email: Dennis Trantham

---

**Project Name:** City Of Troy – 2024 Equipment Replacement Project  
BMS/Temperature Controls  
Community Center (RTU-5-1, 5-2, 6-1 & ERU-5-1, 5-2, 6-1)

---

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

RTU-5-1 & RTU-5-2 are Multi-Zone Units, RTU-6-1 is a Variable Volume Unit with new RTUs to be replaced like for like.

The Total Investment Cost: \$94,210.00

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

### SCOPE OF WORK:

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

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

Not Included:

- RTU-6-1 Supply and Return Fan CFM components.
- Labor and Performance Bond.
- Permit.
- Power wiring.
- Smoke Detectors or fire alarm work other than reconnection at the RTU safety circuit.
- Any new roof penetrations, conduit, wire, etc. other than what needs to be replaced on the roof at the units due to demo.

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

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

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

Respectfully submitted,

*Daryl Lemke*

Daryl Lemke  
Project Estimator

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

Please sign proposal and return duplicate copy.

2

**Accepted by:**

**Title:**

**Date:**

---

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



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

J-04b

## CITY COUNCIL AGENDA ITEM

Date: July 24, 2023

To: Mark F. Miller, City Manager

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

Subject: Standard Purchasing Resolution 4: OMNIA Partners Contract – Access Control Equipment and Installation and Oakland County Extended Purchasing Contract– Cabling Installation at the Community Center and System Maintenance Contract

---

### **History**

The City of Troy has made significant investments to ensure its employees and public are safe while working and visiting city facilities. These investments include access control through ID badge readers for entry and closed circuit monitoring cameras. The Community Center is currently one of the only city facilities that does not have an access control system.

Physical keys have been recognized as an inefficient means to manage entry into city facilities. It becomes specifically alarming when a city employee departs from his or her position and there is not absolute certainty the physical keys have not been duplicated. Additionally, providing access control through the proposed ID badge readers allows better control of access and provides record of access. Beyond entry doors, access control through badge entry is a better solution for office suites and other regulated rooms when compared to physical keys.

### **System Maintenance**

The City of Troy has invested and will continue to invest in its access control and closed-circuit monitoring camera system. Continual maintenance is required to ensure that both systems are running correctly. This includes responding to access control issues and ensuring all cameras are working and recording properly. Professionals in the security field best apply system maintenance so failures can be predicted and consequently avoided. For this reason, it is recommended that the city contract this service to the installer Wadsworth Solutions.

### **Purchasing**

- Pricing to furnish and install access control equipment at the Community Center has been secured from *Wadsworth Solutions of Perrysburg, OH* through the OMNIA Partners Contract #R220703 and per the detailed Quote JJ23-050 dated July 19, 2023.



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## CITY COUNCIL AGENDA ITEM

### **Purchasing (continued)**

- Pricing for the cabling installation has been secured from *Shaw Systems of Southfield, MI* through the Oakland County Extended Purchasing Contract #008405 and per the detailed Proposal SCOT230612001R1 dated July 18, 2023.
- Pricing for the city wide annual service/maintenance contract has also been secured from *Wadsworth Solutions of Perrysburg, OH* per the detailed Proposal JJ23-061 dated July 17, 2023.
- City Council authorized participation in the Cooperative Purchasing Programs on November 14, 2022 (Resolution #2022-11-157).

### **Financial**

Funds are budgeted and available in the Community Center Capital Fund under Project Number 2024C0054 for the 2024 fiscal year. Expenditures will be charged to account number 401.756.755.975.125.

Funds for the annual service/maintenance contract are budgeted and available in the Building Operations operating account number 631.265.802.150.

### **Recommendation**

City Management recommends that the bid process be waived and a contract be awarded to *Wadsworth Solutions of Perrysburg, OH* for the purchase and installation of access control equipment at the Community Center for an estimated cost of \$112,834, as detailed in the attached quote and per the OMNIA Partners Contract #R220703; not to exceed budgetary limitations.

City Management recommends that the bid process be waived and a contract be awarded to *Shaw Systems of Southfield MI* for the cabling installation at the Community Center for an estimated cost of \$46,580, as detailed in the attached proposal and per the Oakland County Extended Purchasing Contract #008405; not to exceed budgetary limitations.

Additionally, City Management recommends awarding the city wide annual service/maintenance contract to *Wadsworth Solutions of Perrysburg, OH* for an estimated total of \$105,600.



**WADSWORTH SOLUTIONS**  
Providing Solutions for Secure, Energy Efficient Environments

# PROPOSAL

## Troy Community Center Access Control

July 19, 2023

Quote: JJ23-050

To: City of Troy

Troy Community Center  
3179 Livernois Rd  
Troy, MI 48083

Attention: Dennis Trantham



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

### Cleveland

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

### Columbus

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

### Toledo

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

### Youngstown

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

### **Scope of Work:**

- **WS** will provide Security Expert Access Control to **(31)** doors at the Troy Community Center. Door locations were determined by a walk through performed by **WS** and City Of Troy. (See locations below and Site Plan)

#### **Door Locations: (20) Doors**

- (6) Exterior Entrance Doors
- (1) Computer Lab 405
- (1) Storage Room across from Computer Lab
- (1) Room 402B – In Dining Room
- (1) Storage Room (Inside Dining Room by Kitchen)
- (1) 401 A – Multi Use Room
- (1) Pool Main Lobby Door
- (1) Pool Mechanical
- (1) Storage Room by Pool Mechanical Room
- (1) Entrance to Pool by Check in Desk (SW Pool Entrance)
- (1) Gym Storage
- (1) Administration Door
- (1) Storage Door down from Admin. Door
- (1) Staff Only Door
- (1) Office Storage (Across from Admin Door)

#### **Other 11 Doors per Drawing**

Panic Button Installation includes:

- SX-INOV enables Security Expert integration with Inovonics EN6080 area control gateway. This Security Expert integration is a licensed feature that enables use of Inovonics detection devices within Security Expert. One SX-INOV license is required per Inovonics EN6080 area control gateway.
- Panic Button for the front desk of Community Center
- Receiver
- Wireless Repeater

**\*\* Door Modifications to be performed by Northwood Door and is included in the pricing below. The wiring to be performed by Shaw Electric and pricing will be given to City of Troy directly.**

**City of Troy: Facility Technology Integration, Contract Number R17062, and Security System Services, Contract Number R170504 – This project reflects Omnia Pricing.**

**Schneider Electric: R220703**

**TOTAL AMOUNT FOR EQUIPMENT AND SERVICES LISTED ABOVE - \$112,834.00**

**Notable Exclusions with Terms and Conditions:**

- Unless annotated on this document, prices do not include local, state, or federal taxes.
- All work to be performed during regular business hours (7:30 a.m. to 4:30 p.m.) Monday through Friday. Shift work, holidays, and weekend work all at different rates.
- All proposals and quotations are for acceptance within 30 days of the date on this document. Pricing is subject to change subsequent of the 30-day time period.
- Any services or equipment not listed in this document are not included.
- Manufacturer's warranty is applicable to equipment sold by Wadsworth Solutions.
- Warranty Labor is 30 days after completion of installation.
- Progress Billing: Wadsworth Solutions reserves the right to partial invoice clients as accumulated costs are accrued for projects.
- Payment Terms: Net 30-day payment on all invoices. After 60 days, interest shall be applied to outstanding invoices.
- Force Majeure: Wadsworth Solutions shall not be liable for any losses or damage due to acts of government, labor unrest, war conditions, terrorism, vandalism, floods, fire, storms, acts of God, strike lockout, dispute with workmen, commercial delays, spoilage, or any other cause beyond reasonable control. It is expressly agreed that Wadsworth Service assumes no liability for negligence, misuse or failure whatsoever other than performance of the services herein set forth.
- Lead Times: Currently, the Global Supply Chain is experiencing significant and unprecedented delays due to raw material shortages such as micro processing chips, precious metals, and steel. As a result, estimated product lead times and shipping dates can change without notice by associated manufacturers or brands. Our goal is to ensure delivery as promised and monitor all orders, making sure our customers' expectations are met.

Submitted By,

*Jake Jacobec*



JAKE JACUBEC  
Security Sales Engineer



☎ 380.390.0260, Office  
☎ 614.623.7528, Cell  
📍 9022 Cotter Street  
Lewis Center, OH 43035  
🌐 [www.wadsworthsolutions.com](http://www.wadsworthsolutions.com)

CUSTOMER

Accepted By: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

WADSWORTH SOLUTIONS

Approved By \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WADSWORTH SOLUTIONS SECURITY SYSTEM WARRANTY**

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

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



# Proposal & Scope of Work

Date: 7/18/2023

Proposal ID: SCOT230612001R1

TO: Dennis Trantham  
City of Troy  
4695 Rochester Road  
Troy, MI 48085

FROM: Mark A Feters  
PROJECT: Troy Community Center Access Control Wiring

## Shaw Service and Maintenance Contacts

Mark Feters, Service Manager	Direct (248) 228-2019   Cell (248) 345-9538   <a href="mailto:mfeters@shawsi.com">mfeters@shawsi.com</a>
Dispatch	Direct (248) 228-2028
After Hours Emergency Number	(877) 370-7076
Service Email	<a href="mailto:service@shawsi.com">service@shawsi.com</a>

Included	Excluded		Included	Excluded	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Use Tax	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Payment & Performance Bonds
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Electrical Permit Costs & Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Overtime Costs
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fire Division Inspection Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Temperature Controls
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Building Permit Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Patching &/or repair of holes in walls or floors

This Proposal is based upon Shaw Service & Maintenance's Standard Terms and Conditions (see Page 2) unless otherwise indicated below.

### SCOPE OF WORK:

Furnish and install (1) Composite cable from Door Controller to (31) locations for card access  
Wiring to be left at door with ~12' of service loop for access control contractor to install at door and ~6' of service loop at door controllers for access control contractor to install  
Furnish and install (1) 120V 20 Amp dedicated circuits at (4) locations for power supplies  
Furnish and install (2) Ethernet drops from nearest IDF to (4) door controller cabinet  
Furnish and install (2) door hatches in drywall ceiling of vestibules

Labor	: <a href="#">\$35,535.00</a>
Equipment	: <a href="#">\$1,344.00</a>
Material	: <a href="#">\$9,701.00</a>
Offering Price	: <a href="#">\$46,580.00</a>

### EXCLUSIONS & ASSUMPTIONS:

Work is expected to be performed during Monday through Friday during normal working hours excluding holidays  
Surface mounted raceways to be utilized at vestibules where necessary, paint to match existing  
Note for double door locations, card reader will be placed on right door (oriented right to left from exterior facing in)  
Quoted as time and material not to exceed  
Pricing per Oakland County contract 5446

Mark A Feters

Shaw Service & Maintenance

### Standard Terms & Conditions

1. Payment terms are monthly progress payments net 30 days due.
2. The offering price is valid for 30 days. Shaw Service & Maintenance reserves the right to extend this term without notice.
3. Subcontract terms and conditions are subject to review and approval prior to award of a subcontract to Shaw Service & Maintenance.
4. Terms are pending approval by Shaw Service & Maintenance credit manager.
5. This Proposal is based on the schedule and time durations presented at time of bid. A change in schedule shall constitute a change in scope of work.
6. All equipment furnished is F.O.B. shipping points with freight allowed to jobsite.
7. The price includes a warranty as specified in the Bid Documents. No other warranty is expressed or implied.



22100 Telegraph  
Southfield, MI 48033  
Phone: (248) 228-2000  
Fax: (248) 228-2080

## CITY OF TROY BULLETIN BREAKDOWN

PROJECT: CITY OF TROY  
QUOTE FOR: COMMUNITY CENTER CARD ACCESS  
DATED: 6/12/2023  
DESCRIPTION: PER PROVIDED SCOPE

SHAW PROJECT #: SCOT221104001  
SHAW MMS RFC #: 0  
SHAW REVISION #: 0  
SHAW QUOTE DATE: 6/12/2023

PLANS ISSUED: n/a  
SPECS. ISSUED: "  
SKETCHES ISSUED: "  
QTY ELEC/TECH DWGS ISSUED: 0

MATERIAL	Conduit and wire estimated		\$7,566
		0	\$0
		0	
	MI USE TAX @	6%	\$454
	MARKUP	12%	\$962
	ESCALATION(CONTINGENCY)	8%	\$719
	MATERIAL TOTAL		\$9,701

DIRECT INSTALLATION LABOR COST - PER ATTACHED SHEETS			
0 HOURS @ Straight	\$	82.00	\$0
158 HOURS @ "	\$	95.00	\$15,010
148 HOURS @ "	\$	119.00	\$17,612
0 HOURS @ Time & 1/2	\$	105.00	\$0
0 HOURS @ "	\$	130.00	\$0
0 HOURS @ "	\$	151.00	\$0
0 HOURS @ Double	\$	130.00	\$0
0 HOURS @ "	\$	164.00	\$0
0 HOURS @ "	\$	189.00	\$0
SUPERVISION - 8% OF DIRECT LABOR HOURS (DETAILING, LOGISTICS) or PER ATTACHED SHEETS AS DIRECT LABOR			
24.5 HOURS @ Straight	\$	119.00	\$2,913
0 HOURS @ "			\$0
0 HOURS @ Time & 1/2			\$0
0 HOURS @ "			\$0
0 HOURS @ Double			\$0
0 HOURS @ "			\$0
	0%	INCREASE RATES FOR NON DAY SHIFT/FUTURE RATES	\$0
	LABOR TOTAL		\$35,535

DJE EQUIPMENT - LARGE OR SPECIAL TOOLING			
EXCAVATOR/TRENCHING EQUIPMENT			\$0
RIGGING / HOISTING / LULL / FORKLIFT			\$0
MANLIFT			\$700
CIRCUIT TRACER			\$0
CORING			\$300
POWER LOGGER			\$0
PERMIT			\$0
ENGINEERING / DOCUMENT MAINTENANCE			
4 HOURS	\$	86.00	\$344
0 HOURS	\$	80.00	\$0
0 HOURS	\$	65.00	\$0
DIRECT JOB EXPENSES / SMALL TOOLS / SAFETY / CONSUMMABLES / FIRST AID			
AS PERCENT @	0.0%	OF LABOR ABOVE TOTAL	\$0
or AS ITEMIZED ON THE DJE CHECKLIST SHEET (Page 2 of 2)			\$0
DIRECT JOB EXPENSES TOTAL			\$1,344
			\$46,580
	0%		\$0

SUBCONTRACTORS			
			\$0
X			\$0
x			\$0
x			\$0
			\$0
	SUBCONTRACTOR TOTAL		\$0

FEE ON SUBS @	5%		\$0
PLM BOND / INSURANCE COSTS			\$0

TOTAL PRICE FOR THIS QUOTATION			\$46,580
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**WADSWORTH SOLUTIONS**  
Providing Solutions for Secure, Energy Efficient Environments

# PROPOSAL

## City of Troy Preventative Maintenance Agreement

July 17, 2023

Quote: JJ23-061

To: City of Troy

Attention: Dennis Trantham



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

### Cleveland

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

### Columbus

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

### Toledo

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

### Youngstown

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



**Scope of Work:**

WS proposes to provide a planned preventative maintenance service program for your security recording equipment and access control system at the City of Troy (City Hall, Troy Library, Troy Community Center, Troy Fire/Police Training Center, Fire Station 1-6, Troy Family Aquatic Center, Troy Transit Center, and Troy Department of Public Works). This does not include any services for the Police Department.

In compliance with the conditions and terms set forth herein:

Under this agreement Wadsworth Solutions will inspect and perform preventative maintenance for the equipment in the security recording systems listed in Schedule “A” attached hereto. A competent, thoroughly trained Professional Service Technician, well qualified to keep your system operating properly, will be specifically assigned to handle your account. This service technician will provide 2 days of preventative maintenance each week for 50 weeks per year.

This is a preventative maintenance service agreement. Any emergency service or repair work will be covered up to the 40 hours included in this contract. Any parts or labor needed past the included 40 will be billed at the special Contract Customer.

**WS Standard Service Rate: \$132.00**

**WS Emergency Service Rate: \$185.00**

**Security System Preventative Maintenance Services**

A special report of recommended improvements or necessary repairs to maintain system in proper operating condition will be rendered, as required. An itemized estimate of parts, material costs and approximate labor costs will be submitted, and no repairs or improvements will be undertaken without specific authorization.

**I. STANDARD SERVICES PERFORMED**

At the time of regular preventative maintenance visits, Wadsworth Service will perform the following services, as necessary and where applicable, to keep your system operating properly:

**Planned Maintenance**

- ◆ Agreement includes planned maintenance on critical pieces of equipment in your security network, as delineated on the equipment list at the end of this document.
- ◆ Planned maintenance will be performed during normal business hours (**7:30 a.m. to 4:30 p.m., Monday through Friday**), with the option for after-hour arrangements, if checked above.
- ◆ After completion, you will receive a planned maintenance finding report for your records.

**Workstations, Peripherals and Recording Devices**

- ◆ Includes checking workstation items such as fan operation, hard drive errors, operating system updates (if required).
- ◆ Includes checking playback quality and software/ viewer versions.



- ◆ Network Equipment and Field Controllers

### **Field Devices (Cameras, Card Readers, Sensors, Power Supplies)**

- ◆ This option includes planned maintenance routines performed on Security Expert.
- ◆ System field devices connected to field controllers.
- ◆ Validate alarms. Results of the validation will verify reliability of critical systems components and identify any potential problems or component failure beyond calibration. Includes: testing sensor range, verifying pre-shot, and verifying alarm activation for sensors.
- ◆ Camera Inspection. Includes checking fan/heater, cleaning lenses, checking video, testing pre-shots for cameras. Includes checking system integration by checking camera call-up, checking functions between doors and intrusion alarms. Check firmware version and upgrades for IP cameras and Checking power supplies.

### **System Upgrades**

- ◆ This option provides you with software upgrades for viewing software if available. You will receive the latest software revision and documentation. Depending on your system type, you may receive a subscription or a new software revision when software is released.
- ◆ We will update your system once a year with these updates. At that time, we will include on-site training to familiarize you these new features as they are added to your system, to be sure that you gain the full benefit of the latest product enhancements.

### **Emergency Service**

- ◆ Standard services will be performed during Normal Business Hours (8:00 a.m. to 5:00 p.m., Monday through Friday), with the option for after- hour arrangements, if checked above. Services performed outside of Normal Business Hours will be billed according to your service rate. There is a one hour minimum for calls initiated after hours.

## **Security System Preventative Maintenance Services**

### **II. LIMITATIONS OF LIABILITIES AND INDEMNITIES**

That Wadsworth Service responsibility shall not include the following:

Breaching governmental codes, regulations, or insurance requirements.

That the customer shall assume responsibility and pay extra for all service and material required due to electrical power failure, low voltage, brown out, blown main fuses, or other work excluded from this agreement. (City of Troy will be billed at the Service Rate stated in the contract above under these circumstances).

That Wadsworth Service shall not be required to remove or replace or alter any part of the building structure in the performance of this agreement.

That Wadsworth Security shall not be required to replace parts when they are obsolete, or original design changes are necessary.

That Wadsworth Security shall not be responsible for hauling, rigging and any emergency freight charges.



That Wadsworth Security shall not be responsible for operating noise levels.

That Wadsworth Security shall not be responsible for system design, operation or for maintaining system design conditions.

That Wadsworth Security shall not be liable for any losses or damage due to acts of government, labor unrest, war conditions, terrorism, vandalism, floods, fire, storms, acts of God, strike lockout, dispute with workmen, commercial delays, spoilage, or any other cause beyond reasonable control. It is expressly agreed that Wadsworth Security accepts liability for the negligence or willful misconduct of our officers, contractors, and employees in the performance of our contractual duties.

### **III. TERMS AND CONDITIONS**

All preventative work under this Agreement shall be performed during our regular working hours from 7:30 A.M. thru 4:30 P.M. Monday – Friday unless otherwise specified. Wadsworth Solutions will be granted remote access to the systems.

Reasonable means of access to equipment shall be provided during normal working hours.

Equipment shall be able to be started and stopped for reasonable periods of time to fulfill the terms of this agreement.

That all equipment and components are in operable and maintainable order upon conception of this agreement. Any repairs required to put the system(s) back into reasonable operating condition will be the responsibility of the customer.

Accept judgment of Wadsworth Security as to the best means and methods to be employed for any corrective or repair work necessary and to have repairs made promptly.

### **Security System Preventative Maintenance Services**

This service/preventive maintenance agreement shall remain in effect for the terms of agreement as specified herein, but Wadsworth Security shall have the option of modification or termination of this agreement if:

- A. The customer fails for more than 60 days to make a required payment.
- B. The customer voluntarily wishes to cancel this agreement and provides. Wadsworth Security with thirty (30) days' notice of intent to cancel.
- C. The property is sold, transferred, or deemed insolvent.
- D. Additions, alterations, repairs, or adjustments made to the equipment by others.

Material warranty is limited to that provided by the manufacturers allowed warranty. Labor warranty is 1 year. All warranty is limited to these terms.

This agreement shall remain in effect for one year from the date of system acceptance by the customer, and approval by Wadsworth Security. This contract will be revisited after 12 months from the date of system acceptance, at which time both parties can renew or terminate the agreement.





It is also agreed that the contract price may be adjusted at the end of each contract year based on our prevailing cost of labor, material, and equipment compared to such costs at the beginning of the previous year.

This proposal is based upon acceptance within thirty (30) days of presentation.

The indicated services shall be furnished by Wadsworth Security for **\$105,600** for a one-year maintenance agreement.

## **Security System Preventative Maintenance Services**

### **SCHEDULE "A"**

Wadsworth Service covers the following equipment under this Service Inspection Agreement:

**A. Security Xpert Access Control and Security System Consisting of:**

1. Schneider Electric Software
2. Manufacturer recommended Servers
3. High performance Workstations and Monitors
4. Controllers and Modules that Interface all Technologies
5. Lock and Module Power Supplies
6. Switches, Wiring and Cabling associated with Networking Aspects
7. User Peripherals such as Mobiles Devices and Integrations
8. Entry point devices such as Door Hardware, Card Readers, Maglocks, Door Strikes, Alarm Contacts.
9. Panic Buttons or Request to Exit Buttons

**B. Integrated Video Surveillance Systems Consisting of:**

1. Video Management Software
2. Data Management and Storage Servers
3. High Performance Computer Workstations
4. Battery Backup Devices
5. Camera Power Supplies and Power Injectors
6. Protocol Converters for PTZ Interfaces
7. Analog to IP Converters if necessary
8. CCTV Camera



## **TOTAL AMOUNT FOR EQUIPMENT AND SERVICES LISTED ABOVE - \$105,600.00**

### **Notable Exclusions with Terms and Conditions:**

- Unless annotated in this document, prices do not include local, state, or federal taxes.
- All work to be performed during regular business hours (7:30 a.m. to 4:30 p.m.) Monday through Friday. Shift work, holidays, and weekend work all at different rates.
- All proposals and quotations are for acceptance within 30 days of the date on this document. Pricing is subject to change subsequent of the 30-day time period.
- Any services or equipment not listed in this document are not included.
- The manufacturer's warranty is applicable to equipment sold by Wadsworth Solutions.
- Warranty Labor is 30 days after completion of installation.
- Progress Billing: Wadsworth Solutions reserves the right to partial invoice clients as accumulated costs are accrued for projects.
- Payment Terms: Net 30-day payment on all invoices. After 60 days, interest shall be applied to outstanding invoices.
- Force Majeure: Wadsworth Solutions shall not be liable for any losses or damage due to acts of government, labor unrest, war conditions, terrorism, vandalism, floods, fire, storms, acts of God, strike lockout, dispute with workmen, commercial delays, spoilage, or any other cause beyond reasonable control. It is expressly agreed that Wadsworth Service assumes no liability for negligence, misuse, or failure whatsoever other than performance of the services herein set forth.
- Lead Times: Currently, the Global Supply Chain is experiencing significant and unprecedented delays due to raw material shortages such as micro processing chips, precious metals, and steel. As a result, estimated product lead times and shipping dates can change without notice by associated manufacturers or brands. Our goal is to ensure delivery as promised and monitor all orders, making sure our customers' expectations are met.

Submitted By,

*Jake Jacobec*

JAKE JACUBEC  
Security Sales Engineer



☎ 380.390.0260, Office  
☎ 614.623.7528, Cell  
📍 9022 Cotter Street  
Lewis Center, OH 43035  
🌐 [www.wadsworthsolutions.com](http://www.wadsworthsolutions.com)

CUSTOMER

Accepted By: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

WADSWORTH SOLUTIONS

Approved By \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WADSWORTH SOLUTIONS SECURITY SYSTEM WARRANTY**

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

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



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

J-04c

## CITY COUNCIL AGENDA ITEM

Date: July 24, 2023

To: Mark F. Miller, City Manager

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

Subject: Standard Purchasing Resolution 4: Sourcewell Cooperative Contract – Shelters at Daisy Knight Dog Park and Jaycee Park and Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds for Concrete, Materials and Installation

---

### History

#### Daisy Knight Dog Park:

- Daisy Knight Dog Park opened to the public in 2017 as the only dog park in the City of Troy.
- On November 20, 2017, City Council approved the purchase of a small shelter located on the large dog side of the park (Resolution #2017-11-186-J-4b). This purchase was made possible through a donation by the Troy Kiwanis Club.
- On April 9, 2018 City Council approved a contract to purchase a prefabricated restroom (Resolution #2018-04-055).
- The Grounds Division has been looking for ways to continuously improve the user experience with one request to install a shelter on the small side of the dog park to provide a place of respite for the patrons.
- Installation of the new shelter will be completed by Public Works staff.

#### Jaycee Park:

- Jaycee Park is one of nine community parks in the City of Troy.
- The park is 43.6 acres in size.
- The initial park property was acquired in 1967 and expanded in 1980.
- Other amenities found at the park are ball diamonds, soccer fields, sand volleyball, restrooms and a picnic shelter.
- The 2020-2024 Parks and Recreation Master Plan revealed that 98.9% of the respondents listed maintaining the existing recreation facilities as important or very important to their families.
- On January 11, 2021 City Council approved the replacement of the existing south play structure (Resolution #2021-01-008-J-4b).
- Replacement of the play structure allowed for the consideration of a future shelter.
- Installation of the new shelter will be completed by Public Works staff.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

### **Purchasing**

- Pricing has been secured through the Sourcewell Cooperative Contract #012621-PPC for materials, engineered drawings, and delivery of the shelters as per the attached detailed quotes dated July 10, 2023.
- *WEBUILDFUN of Allen, TX* is an authorized Poligon dealer and Poligon of Holland MI is the awarded manufacturer as per the Sourcewell awarded contract.
- City Council authorized participation in the Cooperative Purchasing Programs on November 14, 2022 (Resolution #2022-11-157).

### **Financial**

Funds for the Daisy Knight Dog Park shelter are budgeted and available in the Parks Development Capital Fund under Project Number 2024C0047 for the 2024 fiscal year. Expenditures will be charged to account number 401.770.771.974.715.

Funds for the Jaycee Park shelter are budgeted and available in the Parks Development Capital Fund under Project Number 2024C0040 for the 2024 fiscal year. Expenditures will be charged to account number 401.770.771.974.040.

### **Recommendation**

City Management recommends that the bid process be waived and a contract be awarded to *WEBUILDFUN of Allen, TX* for the purchase and delivery of shelters at the Daisy Knight Dog Park and Jaycee Park for an estimated cost of \$57,071.50, as detailed in the attached proposals and per the Sourcewell Cooperative Contract #012621-PPC.

City Management also recommends expending capital funds for concrete, materials and installation of the shelters; not to exceed budgetary limitations.



PO Box 29 | Allen, TX 75013

**CUSTOMER INFORMATION**

Customer: **City of Troy**  
Contact: **Dennis Trantham**  
Contact Info: **586-219-7461** **dennis.trantham@troymt.gov**  
Project Name: **City of Troy Shelters RAM 20x24**  
Site Address:  
End User: **City of Troy**  
Ship To:

**CONSULTANT****Keith Alexander** **(734) 560-5537****QUOTE**

Quote Date	Valid Until
<b>7/10/2023</b>	<b>8/9/2023</b>
Est. Delivery:	Est. Install
<b>16+ Weeks</b>	

ITEM	DESCRIPTION	QTY	EACH	TOTAL
POLYGON	RAM 20'x24' Steel Rectangle shelter with a gable roof, 7.5' min. clearance height. Includes Multi-rib metal roof and anchor bolts, Includes 4 sets of Engineered drawings and 2 Calc. books. 115mph Wind speed and 25lbs psf. ground snow load.	1	\$25,380.00	\$25,380.00
	Electrical Access and one cut-out	1	\$400.00	\$400.00
FREIGHT	Shipping of shelter	1	\$1,875.00	\$1,875.00
DISCOUNT	Shelter discount	1	-\$3,807.00	-\$3,807.00

TAX	Estimated Sales Tax (please provide tax exemption certificate to remove sales tax)	6.00%	TBD
	Final Prices Subject to State and Local Sales Tax and Use Tax Rate	TOTAL	\$23,848.00

Make Payable to: **webuildfun, Inc PO Box 29, Allen, TX 75013**Payment Terms **50% Down** with remainder due upon completion of project.**Prices reflected on quote assumes all site work to be done by others unless noted above.**

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

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

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

Approval Signature

Date

PO Number

Send completed quote and purchase order to: **keith@webuildfun.com****PLEASE RETURN ALL PAGES OF THIS QUOTE UPON ORDERING**

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



**CUSTOMER INFORMATION**

Customer: **City of Troy**  
Contact: **Dennis Trantham**  
Contact Info: **586-219-7461** **dennis.trantham@troymi.gov**  
Project Name: **City of Troy Shelters RAM 20x24**  
Site Address:  
End User: **City of Troy**  
Ship To:

**Please provide the following information:**

Project Name: **City of Troy Shelters RAM 20x24**

Est Project Start Date: \_\_\_\_\_ Bond Required \_\_\_\_\_

Est Project Completion Date: \_\_\_\_\_ Contract Required \_\_\_\_\_

Add'l Details: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT DETAILS**

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

CONSULTANT	
Keith Alexander	(734) 560-5537

QUOTE	
Quote Date	Valid Until
7/10/2023	8/9/2023
Est. Delivery:	Est. Install
16+ Weeks	

Project Total
\$23,848.00

Purchase Order # \_\_\_\_\_

Initial here to approve colors shown above

PLEASE RETURN ALL PAGES OF THIS QUOTE UPON ORDERING



PO Box 29 | Allen, TX 75013



#### CUSTOMER INFORMATION

Customer: **City of Troy**  
Contact: **Dennis Trantham**  
Contact Info: **586-219-7461** **dennis.trantham@troymt.gov**  
Project Name: **City of Troy Shelters RAM 20x34**  
Site Address:  
End User: **City of Troy**  
Ship To:

#### CONSULTANT

**Keith Alexander** **(734) 560-5537**

#### QUOTE

Quote Date	Valid Until
<b>7/10/2023</b>	<b>8/9/2023</b>
Est. Delivery:	Est. Install
<b>16+ Weeks</b>	

ITEM	DESCRIPTION	QTY	EACH	TOTAL
POLYGON	RAM 20'x34' Steel Rectangle shelter with a gable roof, 7.5' min. clearance height. Includes Multi-rib metal roof and anchor bolts, Includes 4 sets of Engineered drawings and 2 Calc. books. 115mph Wind speed and 25lbs psf. ground snow load.	1	\$36,410.00	\$36,410.00
	Electrical Access and one cut-out	1	\$400.00	\$400.00
FREIGHT	Shipping of shelter	1	\$1,875.00	\$1,875.00
DISCOUNT	Polygon Sourcewell Purchase ID #012621-PPC	1	-\$5,461.50	-\$5,461.50

TAX	Estimated Sales Tax (please provide tax exemption certificate to remove sales tax)	6.00%
	Final Prices Subject to State and Local Sales Tax and Use Tax Rate	<b>TOTAL \$33,223.50</b>

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

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

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

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

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

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

Approval Signature

Date

PO Number

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

**PLEASE RETURN ALL PAGES OF THIS QUOTE UPON ORDERING**

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

**CUSTOMER INFORMATION**

Customer: **City of Troy**  
Contact: **Dennis Trantham**  
Contact Info: **586-219-7461** **dennis.trantham@troymi.gov**  
Project Name: **City of Troy Shelters RAM 20x34**  
Site Address:  
End User: **City of Troy**  
Ship To:

**Please provide the following information:**

Project Name: **City of Troy Shelters RAM 20x34**

Est Project Start Date: \_\_\_\_\_ Bond Required \_\_\_\_\_

Est Project Completion Date: \_\_\_\_\_ Contract Required \_\_\_\_\_

Add'l Details: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT DETAILS**

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

CONSULTANT	
Keith Alexander	(734) 560-5537

QUOTE	
Quote Date	Valid Until
7/10/2023	8/9/2023
Est. Delivery:	Est. Install
16+ Weeks	

Project Total
\$33,223.50

Purchase Order # \_\_\_\_\_

Initial here to approve colors shown above

PLEASE RETURN ALL PAGES OF THIS QUOTE UPON ORDERING



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

J-04d

## CITY COUNCIL AGENDA ITEM

Date: July 31, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager  
Meg Schubert, Assistant City Manager  
Rob Maleszyk, Chief Financial Officer  
Dee Ann Irby, Controller  
Alex Bellak, Information Technology Director  
Emily Frontera, Purchasing Manager  
M. Aileen Dickson, City Clerk

Subject: Standard Purchasing Resolution #4: Michigan Master Computing Purchasing Agreement – MiDEAL for Purchase of Election Laptops and Tablets

---

### History

- Since 2010, Michigan Election Law has mandated that the City Clerk's Office provide laptops to voting precincts with the Electronic Poll Book (EPB) installed. The EPB is downloaded from the Qualified Voter File (QVF). The EPB is a stand-alone (meaning not networked and not live) database of registered voters from the QVF that the Election Inspectors at the in-person voting precincts use to verify voter registration, and issue ballots to voters on Election Day.
- The Michigan Bureau of Elections provides minimum required specifications for those laptops so that the EPB will run as designed, such as operating system, memory, and processor speed.
- About every five years, the City Clerk's Office needs to replace the laptops due to age. The current laptops were purchased in 2018.
- The City Clerk's Office trains Election Inspectors to be EPB operators, and this training requires hands-on experience with the EPB. An elections best practice is to have laptops dedicated to training, which for Troy means 10 laptops. Also a best practice is to have at least one spare laptop ready to deploy to a precinct in the event of computer failure.
- In the event that voters need to wait in line to vote at their polling locations, an elections best practice is to assign an Election Inspector to monitor the line. Part of the assistance that the line monitor can provide is looking up voters in an electronic list of voters to verify that they are at the correct polling location, and let them know their precinct number. The City Clerk's Office would deploy tablets loaded with a QVF Voter List, which has no other functionality than searching voters by name and viewing their precinct and polling location information, to the ten busiest polling locations. This best practice is especially helpful during the Presidential Election when the voter turnout is highest, and lines are unavoidable at certain times during the day.

### Purchasing

- Pricing to purchase fifty (50) Dell Latitude 5430 laptops at \$1230.95 each and ten (10) Microsoft Surface Pro 9 for Business tablets with UAG Rugged Cases at \$1174.92 each has been secured from *CDW-G of Chicago, IL* based on Michigan Master Computing Purchasing Agreement – MiDEAL (071B6600110.)



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

- City Council authorized participation in MiDEAL on November 14, 2022 (Council Resolution #2022-11-157.)

### **Financial**

Funds are budgeted and available in the Elections Capital Budget, under Project #2024C0003 “50 Replacement EPB Laptops” and #2024C0004 “10 Windows OS Tablets for election polling locations,” and will be charged to account number 401.262.978.010.

### **Recommendation**

City Management, in the best interest of the City, requests authorization to purchase fifty (50) Dell Latitude 5430 laptops at \$1230.95 each and ten (10) Microsoft Surface Pro 9 for Business tablets with UAG Rugged Cases at \$1174.92 each from *CDW-G of Chicago, IL* through the Michigan Master Computing Purchasing Agreement – MiDEAL (071B6600110) for a total cost of \$73,296.70.



Thank you for choosing CDW. We have received your quote.

Hardware      Software      Services      IT Solutions      Brands      Research Hub

# QUOTE CONFIRMATION

ALEX BELLAK,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NMDP382	7/28/2023	2009-90000005	3194628	\$73,296.70

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Microsoft Surface Pro 9 - Core i5 - 8 GB RAM - 256 GB SSD - Graphite - W11</a> Mfg. Part#: QF1-00019 Contract: Michigan Master Computing-MiDEAL (071B6600110)	10	7193133	\$1,133.35	\$11,333.50
<a href="#">UAG Scout Series Rugged Surface Pro 9 Scout Series w Handstrap - Bulk Poly</a> Mfg. Part#: 324014B14040 Contract: Michigan Master Computing-MiDEAL (071B6600110)	10	7212388	\$41.57	\$415.70
<a href="#">Dell Latitude 5440 - 14" - Intel Core i7 1365U - vPro Enterprise - 16 GB RA</a> Mfg. Part#: J0JPG Contract: Michigan Master Computing-MiDEAL (071B6600110)	50	7426951	\$1,230.95	\$61,547.50

SUBTOTAL		\$73,296.70
SHIPPING		\$0.00
SALES TAX		\$0.00
GRAND TOTAL		\$73,296.70

PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> CITY OF TROY ACCTS PAYABLE 500 W BIG BEAVER RD TROY, MI 48084-5285 <b>Phone:</b> (248) 524-3300 <b>Payment Terms:</b> Net 30 Days-Govt State/Local	<b>Shipping Address:</b> CITY OF TROY ATTN:ALEX BELLAK 500 W BIG BEAVER TROY, MI 48084 <b>Phone:</b> (248) 524-3300 <b>Shipping Method:</b> FEDEX Ground
<b>Please remit payments to:</b>	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	





## Sales Contact Info

**Jeff Jones** | (866) 668-9487 | [jeffjon@cdw.com](mailto:jeffjon@cdw.com)

### Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

© 2023 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

J-05

## CITY COUNCIL AGENDA ITEM

Date: July 13, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager  
Megan E. Schubert, Assistant City Manager  
G. Scott Finlay, City Engineer  
Larysa Figol, Sr. Right-of-Way Representative

Subject: Request for Acceptance of a Warranty Deed and Two Permanent Easements,  
Sidwell #88-20-01-300-008

---

### **History**

As part of a lot split development, the City of Troy received a warranty deed for a public road and two permanent easements for storm sewers and surface drainage, and for emergency ingress and egress from Franco C. Mancini and Giovanna L. Mancini, owners of the property having Sidwell #88-20-01-300-008.

The property, zoned R-1D One Family Residential, is located in the southwest quarter of Section 1, on the north side of Square Lake, east of John R.

### **Financial**

The consideration amount on each document is \$1.00.

### **Recommendation**

City Management recommends that City Council accept the attached warranty deed permanent easements consistent with our policy of accepting easements and deeds for development and improvement purposes.



# GIS Online

Legend:



Notes:

Mancini, Franco & Giovanna  
WD & Easements  
Sidwell #88-20-01-300-008

Map Scale: 1=716  
Created: July 13, 2023



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.

WARRANTY DEED

Sidwell # 88-20-01-300-008 (pt of)

The Grantor(s) **Franco C. Mancini and Giovanna L. Mancini**, husband and wife, whose address is 2914 Dina, Troy, MI, 48085 convey(s) and warrant(s) to the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, MI 48084, the following described premises situated in the City of Troy, County of Oakland and State of Michigan:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

For the sum of One Dollar and no/cents (\$1.00)

subject to easements and building and use restrictions of record and further subject to

Dated this 8th day of December, 2022.

By: [Signature] (U.S.)  
Franco C. Mancini  
By: [Signature]  
Giovanna L. Mancini

STATE OF MICHIGAN )  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 8th day of December, 2022, by Franco C. Mancini and Giovanna L. Mancini.

LARYSA FIGOL  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires 03-02-2024  
Acting in the County of Oakland

[Signature]  
\*  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

County Treasurer's Certificate		City Treasurer's Certificate
When recorded return to: City Clerk City of Troy 500 West Big Beaver Troy, MI 48084	Send subsequent tax bills to: Grantee	Drafted by: Larysa Figol, SR/WA City of Troy 500 West Big Beaver Troy, MI 48084

Tax Parcel #88-20-01-300-008 (pt of) Recording Fee \_\_\_\_\_ Transfer Tax \_\_\_\_\_

\*TYPE OR PRINT NAMES UNDER SIGNATURES

EXHIBIT "A"  
LEGAL DESCRIPTIONS

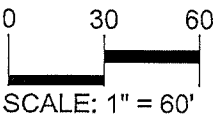
LEGAL DESCRIPTION  
(PER PEA GROUP)

ROAD DEDICATION

A ROAD DEDICATION OVER PART OF THE SOUTHWEST 1/4 OF SECTION 1, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE S88°30'57"E, 2152.25 FEET ALONG THE SOUTH LINE OF SAID SECTION 1; THENCE N00°07'29"E, 60.02 FEET TO THE NORTH LINE OF E. SQUARE LAKE ROAD (120' WIDE); THENCE ALONG SAID NORTH LINE, S88°30'57"E, 10.00 FEET TO THE POINT OF BEGINNING;  
THENCE N00°07'29"E, 325.33 FEET;  
THENCE S89°52'31"E, 50.00 FEET;  
THENCE S00°07'29"W, 326.52 FEET TO THE AFOREMENTIONED NORTH LINE OF E. SQUARE LAKE ROAD;  
THENCE ALONG SAID NORTH LINE, N88°30'57"W, 50.01 FEET TO THE POINT OF BEGINNING.  
CONTAINING 0.37 OF LAND, MORE OR LESS.

FRANK MANCINI  
53200 VAN DYKE  
SHELBY TWP, MI 48316



SHEET 5 OF 5  
JUNE 24, 2022  
2022-0180

PEA  
GROUP

t: 844.813.2949  
www.peagroup.com



SKETCH OF SPLIT  
PROPOSED PARCELS & ROAD DEDICATION

CENTER POST  
SECTION 1  
T.2N., R.11E.

PARCEL NO.  
20-01-300-019

PARCEL NO.  
20-01-300-020  
"MEADOWS OF TROY"  
CONDOMINIUM

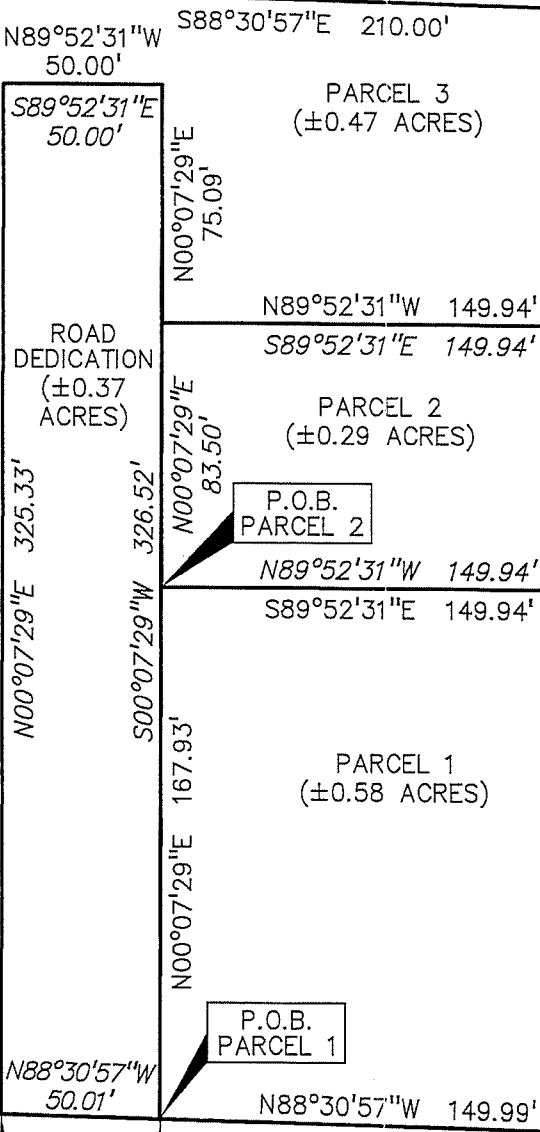
PARCEL NO.  
20-01-300-009

PROPERTY CONTROLLING  
NORTH-SOUTH 1/4 LINE

NORTH-SOUTH 1/4 LINE SECTION 1

NORTH LINE E.  
SQUARE LAKE

PROPERTY CONTROLLING  
CORNER  
SOUTH 1/4  
COR.  
SEC. 1  
T.2N.,  
R.11E.



S88°30'57"E 2612.25'

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

N

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

FRANK MANCINI  
53200 VAN DYKE  
SHELBY TWP, MI 48316

0 30 60  
SCALE: 1" = 60'

SHEET 3 OF 5  
JUNE 24, 2022  
2022-0180

PEA  
GROUP

t: 844.813.2949  
www.peagroup.com



**PERMANENT EASEMENT  
FOR STORM SEWERS AND SURFACE DRAINAGE**

Sidwell #88-20-01-300-008 (part of)

**Franco C. Mancini and Giovanna L. Mancini**, husband and wife, whose address is 2914 Dina, Troy, MI, 48085 for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **storm sewers and surface drainage**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

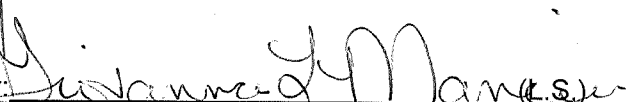
SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART OF

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed their signature(s)  
this 8th day of November, 2022.

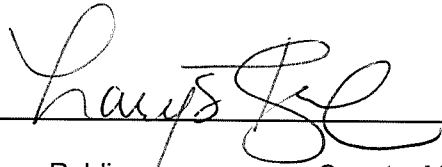
By  (L.S.)  
Franco C. Mancini

By  (L.S.)  
Giovanna L. Mancini

STATE OF MICHIGAN     )  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 8th day of December, 2022, by Franco C. Mancini and Giovanna L. Mancini.

LARYSA FIGOL  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires 03-02-2024  
Acting in the County of Oakland

  
\*  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

Prepared by: Larisa Figol, SR/WA  
City of Troy  
500 West Big Beaver  
Troy, MI 48083

Return to: City Clerk  
City of Troy  
500 West Big Beaver  
Troy, MI 48084

## EXHIBIT "A"

### LEGAL DESCRIPTION (PER PEA GROUP)

#### STORM SEWERS AND SURFACE DRAINAGE EASEMENT

AN EASEMENT OVER PART OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 1, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE S88°30'57"E, 2152.25 FEET ALONG THE SOUTH LINE OF SAID SECTION 1; THENCE N00°07'28"E, 60.02 FEET TO THE NORTH LINE OF E. SQUARE LAKE ROAD (120' WIDE); AND THE POINT OF BEGINNING; THENCE CONTINUING N00°07'29"E, 354.98 FEET ALONG THE EAST LINE OF "MEADOWS OF TROY CONDOMINIUM", OAKLAND COUNTY CONDOMINIUM PLAN;

THENCE S88°30'57"E, 60.70 FEET;

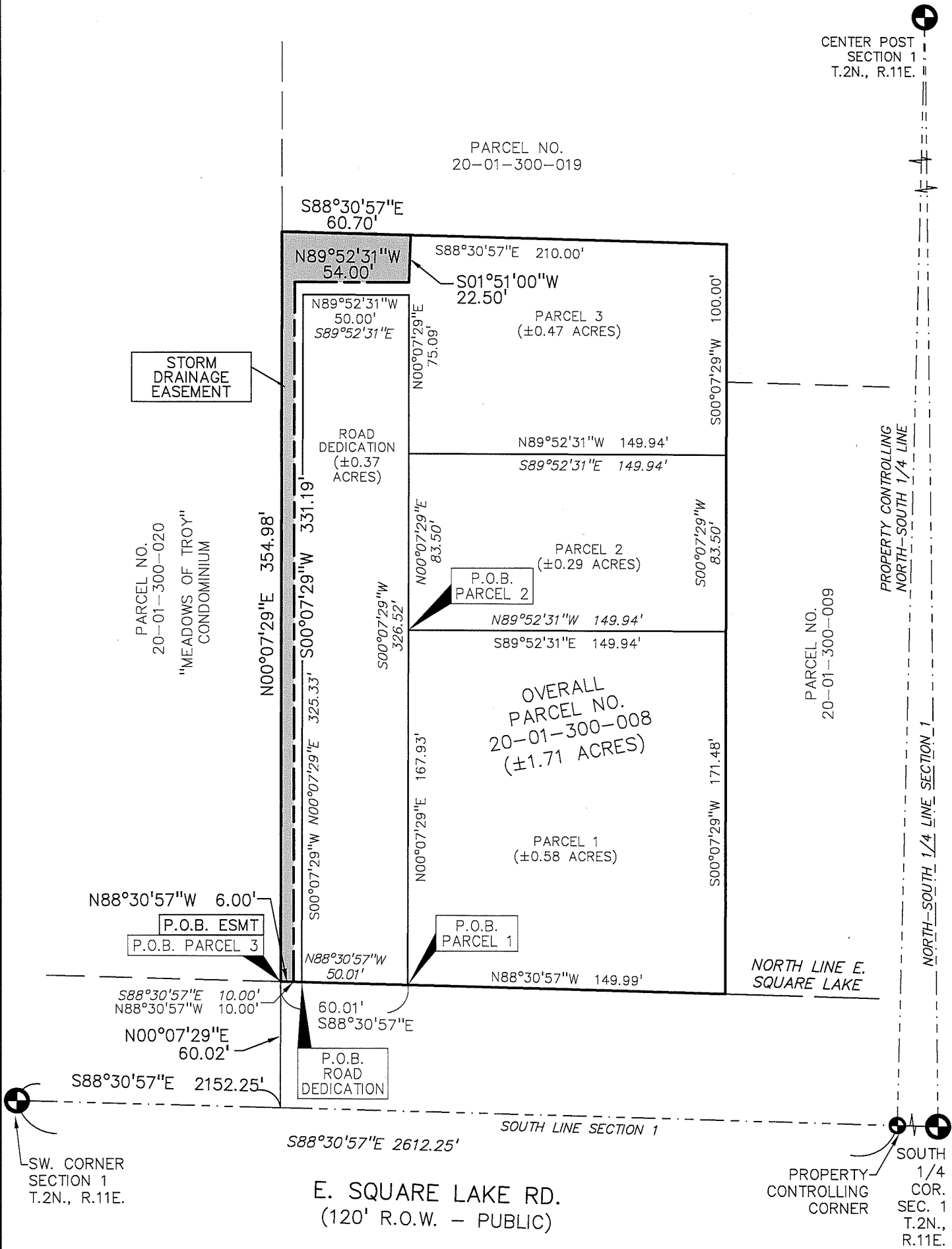
THENCE S01°51'00"W, 22.50 FEET;

THENCE N89°52'31"W, 54.00 FEET;

THENCE S00°07'29"W, 331.19 FEET TO THE AFOREMENTIONED NORTH LINE OF E. SQUARE LAKE ROAD; THENCE ALONG SAID NORTH LINE, N88°30'57"W, 6.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3388 SQUARE FEET OF LAND, MORE OR LESS.

SKETCH OF STORM DRAINAGE EASEMENT



FRANK MANCINI  
53200 VAN DYKE  
SHELBY TWP, MI 48316

0 30 60  
SCALE: 1" = 60'

SHEET 1 OF 3  
NOVEMBER 7, 2022  
2022-0180

PEA  
GROUP

t: 844.813.2949  
www.peagroup.com

**PERMANENT EASEMENT  
FOR EMERGENCY INGRESS AND EGRESS**

Sidwell #88-20-01-300-008 (part of)

**Franco C. Mancini and Giovanna L. Mancini**, husband and wife, whose address is 2914 Dina, Troy, MI, 48085 for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee, **the right to traverse over all roads by emergency and/or service vehicles for the purpose of ingress and egress for fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

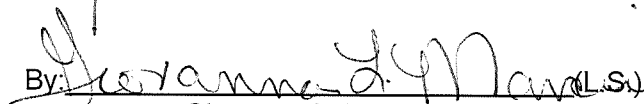
SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART OF

And if necessary to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed their signature(s)  
this 8<sup>th</sup> day of December, 2022.

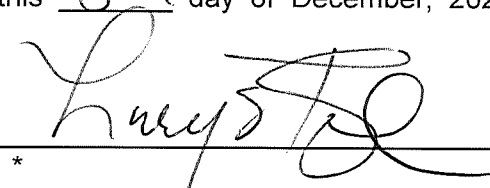
By:  (L.S.)  
Franco C. Mancini

By:  (L.S.)  
Giovanna L. Mancini

STATE OF MICHIGAN     )  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of December, 2022, by Franco C. Mancini and Giovanna L. Mancini.

LARYSA FIGOL  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires 03-02-2024  
Acting in the County of Oakland

  
\*  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

Prepared by: Larysa Figol, SR/WA  
City of Troy  
500 West Big Beaver  
Troy, MI 48083

Return to: City Clerk  
City of Troy  
500 West Big Beaver  
Troy, MI 48084

## EXHIBIT "A"

### LEGAL DESCRIPTION (PER PEA GROUP)

#### 31' X 26.5' EASEMENT

AN EASEMENT OVER PART OF THE SOUTHWEST ¼ OF SECTION 1, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE S88°30'57"E, 2152.25 FEET ALONG THE SOUTH LINE OF SAID SECTION 1; THENCE N00°07'28"E, 60.02 FEET TO THE NORTH LINE OF E. SQUARE LAKE ROAD (120' WIDE);

THENCE ALONG SAID NORTH LINE, S88°30'57"E, 60.1 FEET; THENCE N00°07'29"E, 237.73 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING N00°07'29"E, 26.50 FEET;

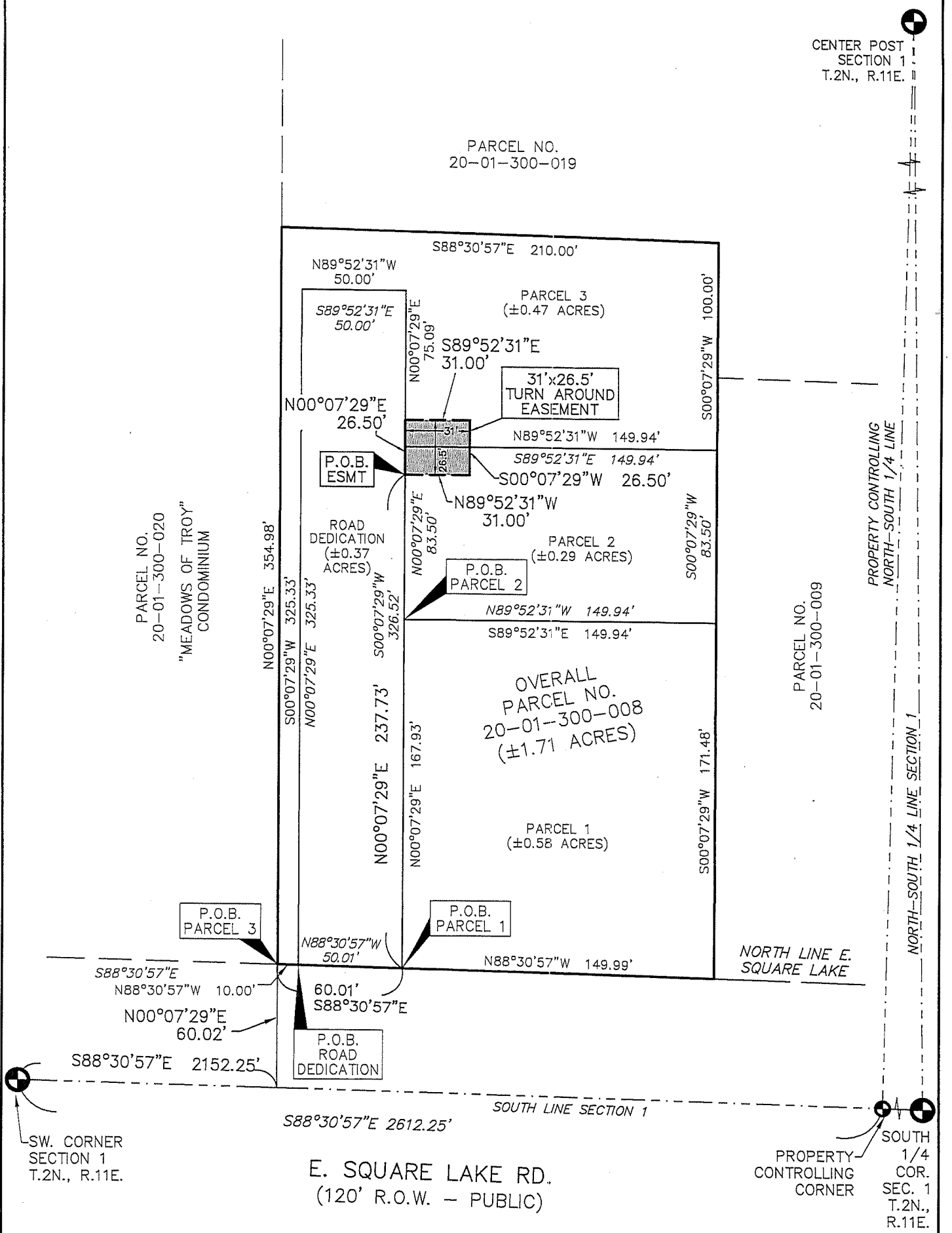
THENCE S89°52'31"E, 31.00 FEET;

THENCE S00°07'29"W, 26.50 FEET;

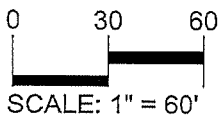
THENCE N89°52'31"W, 31.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 822 SQUARE FEET OF LAND, MORE OR LESS

SKETCH OF 31'x26.5' TURN AROUND EASEMENT



FRANK MANCINI  
53200 VAN DYKE  
SHELBY TWP, MI 48316



SHEET 1 OF 3  
NOVEMBER 7, 2022  
2022-0180

PEA  
GROUP

t: 844.813.2949  
www.peagroup.com



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

Date: July 13, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager  
Megan E. Schubert, Assistant City Manager  
G. Scott Finlay, City Engineer  
Larysa Figol, Sr. Right-of-Way Representative

Subject: Stormwater Management Operations and Maintenance Agreement and Permanent Easement for Water Mains, St. Mark Coptic Orthodox Church, Sidwell #88-20-21-277-036

---

### **History**

St. Mark Coptic Orthodox Church, owners of the property having Sidwell #88-20-21-277-036 have initiated a building edition to the property located on the west side of Livernois Road, north of Town Center Drive. The property is zoned R-1B, One Family Residential.

The Nelson Drain, a county drain system, extends through the property. New stormwater standards introduced by the Office of the Oakland County Water Resource Commissioner require the property owner to enter into a *Stormwater Management Operations and Maintenance Agreement* with the City of Troy. This Agreement outlines a plan to install, maintain and operate the private stormwater system on the property.

The owners have also granted the City a permanent easement for water mains to service the new building addition.

### **Financial**

The consideration amount on the permanent easement is \$1.00.

### **Recommendation**

City Management recommends that City Council approve to the *Stormwater Management Operations and Maintenance Agreement* and accept the permanent easement for water mains.

### **Legal Review**

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





# GIS Online

Legend:

 Tax Parcel



Notes:

St. Mark Coptic Orthodox  
Church  
Agreement & Easement  
#88-20-21-277-036

Map Scale: 1=716  
Created: July 21, 2023



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.

## Stormwater Management Operations and Maintenance Agreement

This Agreement is made on \_\_\_\_\_, \_\_\_\_\_, by and between St Mark Coptic Orthodox Church, a Domestic Nonprofit Corporation, whose address is 3603 Livernois Road, Troy, Michigan 48083 (hereinafter "Owner") and the CITY OF TROY, a Michigan municipal corporation, (hereinafter "City of Troy") whose address is 500 West Big Beaver, Troy, MI 48084. Owner and the City of Troy agree as follows:

### Article I. The Subject Property.

- 1.1 Owner owns the property located at and commonly known as 3603 Livernois Road (hereinafter the "Subject Property"). The legal description of the Subject Property is set forth in *Exhibit A*.

### Article II. The Stormwater System.

- 2.1 Owner, in accordance with Oakland County Stormwater Standards and State Municipal Separate Storm Sewer System permit requirements, agrees to install and maintain a Stormwater System on the Subject Property in accordance with approved plans and conditions. The Stormwater System is set forth in *Exhibit B*.
- 2.2 After construction has been verified and accepted by the City of Troy for the Stormwater System, the Owner shall file with the City of Troy the "as-built" documents showing the design and construction details and shall reference this Agreement.
- 2.3 The Stormwater System will be governed by the terms and conditions in this Agreement.

### Article III. The Stormwater O&M Plan.

- 3.1 The Owner shall be solely responsible for the installation, maintenance, and repair of the Stormwater System, drainage easements, and associated landscaping identified in Exhibit B in accordance with the Stormwater Management Operations and Maintenance Plan, hereinafter the "Stormwater O&M Plan" set forth in *Exhibit C* to this Agreement.
- 3.2 The Stormwater O&M plan is subject to approval by the City of Troy.
- 3.3 The Owner agrees that the Stormwater O&M Plan is intended to and will serve the Subject Property in perpetuity.
- 3.4 The Owner, at its expense, shall secure from any affected owners of land all easements and releases of right-of-way necessary for implementation of the Stormwater O&M Plan and shall record them with the Oakland County Register of Deeds. These easements and releases of rights- of-way shall not be altered, amended, vacated, released, or abandoned without prior written approval of the City of Troy.

- 3.5 No alterations or changes to the Stormwater O&M Plan shall be permitted unless they are deemed to comply with this Agreement and are approved in writing by the City of Troy.
- 3.6 The Owner shall retain the services of a qualified inspector as described in Exhibit C – Maintenance Requirement 1) to operate and ensure the maintenance of the Stormwater O&M Plan.
- 3.7 The Owner shall annually, by December 30th, provide to the City of Troy records (logs, invoices, reports, data, etc.) of inspections, maintenance, and repair of the Stormwater System in compliance with the Stormwater O&M Plan.
- 3.8 The City of Troy agrees to enforce compliance with the annual inspection, maintenance and repair records as set forth in 3.7 above, such enforcement may require an ordinance.

#### **Article IV. Access and Enforcement.**

- 4.1 The City of Troy or its designee is authorized to access the property as necessary to conduct inspections of the Stormwater System, implication of the Stormwater O&M Plan, or drainage easements to ascertain compliance with the intent of this Agreement.
- 4.2 Upon written notification by the City of Troy or their designee of required maintenance or repairs, the Owner shall complete the specified maintenance or repairs within a reasonable time frame determined by the City of Troy. The Owner shall be liable for the failure to undertake any maintenance or repairs so that the public health, safety and welfare shall not be endangered nor the road improvement damaged.
- 4.3 If the Owner does not keep the Stormwater System in reasonable order and condition, or complete maintenance activities in accordance with the Stormwater O&M Plan, or the reporting required in 3.7 above, the City of Troy is authorized, but not required, to perform the specified inspections, maintenance or repairs in order to preserve the intended functions of the Stormwater System and prevent the Stormwater System from becoming a threat to public health, safety, general welfare or the environment.
- 4.4 In the case of an emergency, as determined by the City of Troy, no notice shall be required prior to the City of Troy performing emergency maintenance or repairs. The City of Troy may levy the costs and expenses of such inspections, maintenance or repairs against the Owner.
- 4.5 The City of Troy, at the time of entering upon said Stormwater System for the purpose of maintenance or repair, may file a notice of lien in the office of the Register of Deeds of Oakland County upon the property affected by the lien. If said costs and expenses are not paid by the Owner, the City of Troy may pursue the collection of same through appropriate court actions and in such a case, the Owner shall pay in addition to said costs and expenses all costs of litigation, including attorney fees.
- 4.6 The Owner shall provide the City of Troy a permanent easement for Stormwater and drainage purposes for the inspection, maintenance and repair thereof, should the Owner fail to properly inspect, maintain and repair the Stormwater System. The permanent easement shall be binding upon and inure to the benefit of the parties, their heirs, representatives, successors and assigns and shall run with the land. The permanent easement shall be recorded with the Oakland County Register of Deeds.

#### **Article V. Term and Covenants.**

- 5.1 The Owner agrees that this Agreement shall bind all current and future owners of the property. The Owner agrees in the event that the Subject Property is sold, transferred, or leased to provide information to the new owner, operator, or lessee regarding proper inspection, maintenance and repair of the Stormwater System and Stormwater O&M Plan. The information shall accompany the first deed transfer and include Exhibits B and C and this Agreement. The transfer of this information shall also be required with any subsequent sale, transfer or lease of the Subject Property.
- 5.2 The Owner agrees that the rights, obligations and responsibilities hereunder shall commence upon execution of the Agreement.

6.1 The Owner, its agents, representatives, successors and assigns shall defend, indemnify and hold City of Troy harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, hereinafter "Claims", fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omissions in such regard) of the Stormwater System, appurtenances, connections and attachments thereto which are the subject of this Agreement. This indemnity and hold harmless shall include any costs, expenses and attorney fees incurred by City of Troy in connection with such Claims or the enforcement of this Agreement.

6.2 The parties whose signatures appear below hereby represent and warrant that they have the authority and capacity to sign this agreement and bind the respective parties hereto.

IN WITNESS WHEREOF, the Owner and Community have executed this agreement on the day and year first above written.

By: Fr. Maximus Habib  
\*Fr. Maximus Habib  
Its: Secretary

Oakland COUNTY )

The foregoing instrument was acknowledged before me on this 10<sup>th</sup> day of July, 2023, by Father Maximus Habib, Secretary of St. Mark Coptic Orthodox Church, a Michigan nonprofit corporation on behalf of the corporation.

**Merissa Clark**  
**Notary Public - State of Michigan**  
**County of Macomb**  
**My Commission Expires April 25, 2029**  
**Acting In the County of** oakland

Merissa Clark  
\* Merissa Clark  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

[SIGNATURES AND ACKNOWLEDGMENTS ON NEXT PAGE]

CITY OF TROY,  
a Michigan municipal corporation

By: \_\_\_\_\_  
Ethan D. Baker  
Its: Mayor

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

STATE OF MICHIGAN     )  
                                      )ss.  
OAKLAND COUNTY        )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Ethan D. Baker, Mayor and M. Aileen Dickson, City Clerk of the City of Troy, a Michigan municipal corporation, on behalf of the municipal corporation.

\_\_\_\_\_  
\*  
Notary Public, \_\_\_\_\_County, Michigan  
My Commission Expires \_\_\_\_\_  
Acting in \_\_\_\_\_County, Michigan

Prepared by: Tim S. Storey, PE  
Storey Engineering Group  
48264 Manchester Drive  
Macomb, MI 48044

Return to: City Clerk  
City of Troy  
500 W. Big Beaver Road  
Troy, MI 48084



EXHIBIT A  
LEGAL DESCRIPTIONS OF PARCELS

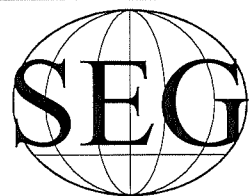
LEGAL DESCRIPTIONS (AS SURVEYED)

PARCEL "A" - SUBJECT PARCEL TAX ID 88-20-21-277-036

PART OF THE NORTHEAST 1/4 OF SECTION 21, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE E 1/4 CORNER OF SAID SECTION 21; THENCE NORTH 02°43'45" WEST, 552.66 FEET ALONG THE EAST LINE OF SAID SECTION 21 AND SOUTH 87°04'53" WEST, 60.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87°04'53" WEST, 1702.54 FEET ALONG THE NORTH LINE OF "WESTWOOD PARK SUBDIVISION" AS RECORDED IN LIBER 249, PAGES 11-15, OAKLAND COUNTY RECORDS; THENCE NORTH 02°51'29" WEST, 102.25 FEET; THENCE SOUTH 87°18'40" WEST, 15.92 FEET; THENCE NORTH 03°23'03" WEST, 160.00 FEET TO THE SOUTH LINE OF "TROY MEADOWS SUBDIVISION" AS RECORDED IN LIBER 83, PAGE 2, OAKLAND COUNTY RECORDS; THENCE NORTH 87°18'28" EAST, 1129.25 FEET ALONG THE SOUTH LINE OF SAID "TROY MEADOWS SUBDIVISION"; THENCE NORTH 02°50'35" WEST, 70.00 FEET; THENCE NORTH 87°18'28" EAST, 268.00 FEET; THENCE SOUTH 02°50'35" EAST, 70.00 FEET; THENCE SOUTH 87°18'28" WEST, 238.75 FEET; THENCE SOUTH 02°43'45" EAST, 84.00 FEET; THENCE NORTH 87°19'01" EAST, 562.01 FEET TO THE WEST LINE OF LIVERNOIS ROAD; THENCE SOUTH 02°43'45" EAST, 171.42 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 9.527 ACRES MORE OR LESS. SUBJECT TO THE RIGHTS OF THE PUBLIC IN LIVERNOIS ROAD AND TO EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.

PARCEL "B" - SUBJECT PARCEL TAX ID 88-20-21-277-014

PART OF THE NORTHEAST 1/4 OF SECTION 21, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 21; THENCE SOUTH 02°43'45" EAST, 2016.25 FEET ALONG THE EAST SECTION LINE OF SAID SECTION 21; THENCE SOUTH 87°18'28" WEST, 53.00 FEET TO THE WEST LINE OF LIVERNOIS ROAD AND POINT OF BEGINNING; THENCE CONTINUING ALONG THE WEST LINE OF LIVERNOIS ROAD SOUTH 02°43'45" EAST, 84.09 FEET; THENCE SOUTH 87°19'01" WEST, 569.01 FEET; THENCE NORTH 02°43'45" WEST, 84.00 FEET; THENCE NORTH 87°18'28" EAST, 569.01 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 1.098 ACRES MORE OR LESS. SUBJECT TO THE RIGHTS OF THE PUBLIC IN LIVERNOIS ROAD AND TO EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.



STOREY ENGINEERING GROUP, LLC  
48264 MANCHESTER  
MACOMB, MI 48044  
(586) 216-1043  
www.storeyengineering.com

OWNER:  
ST MARK COPTIC ORTHODOX CHURCH  
3603 LIVERNOIS ROAD  
TROY, MI 48083

SCALE: 1"= 200'

JOB No: 2020-018

DATE: 8-1-22

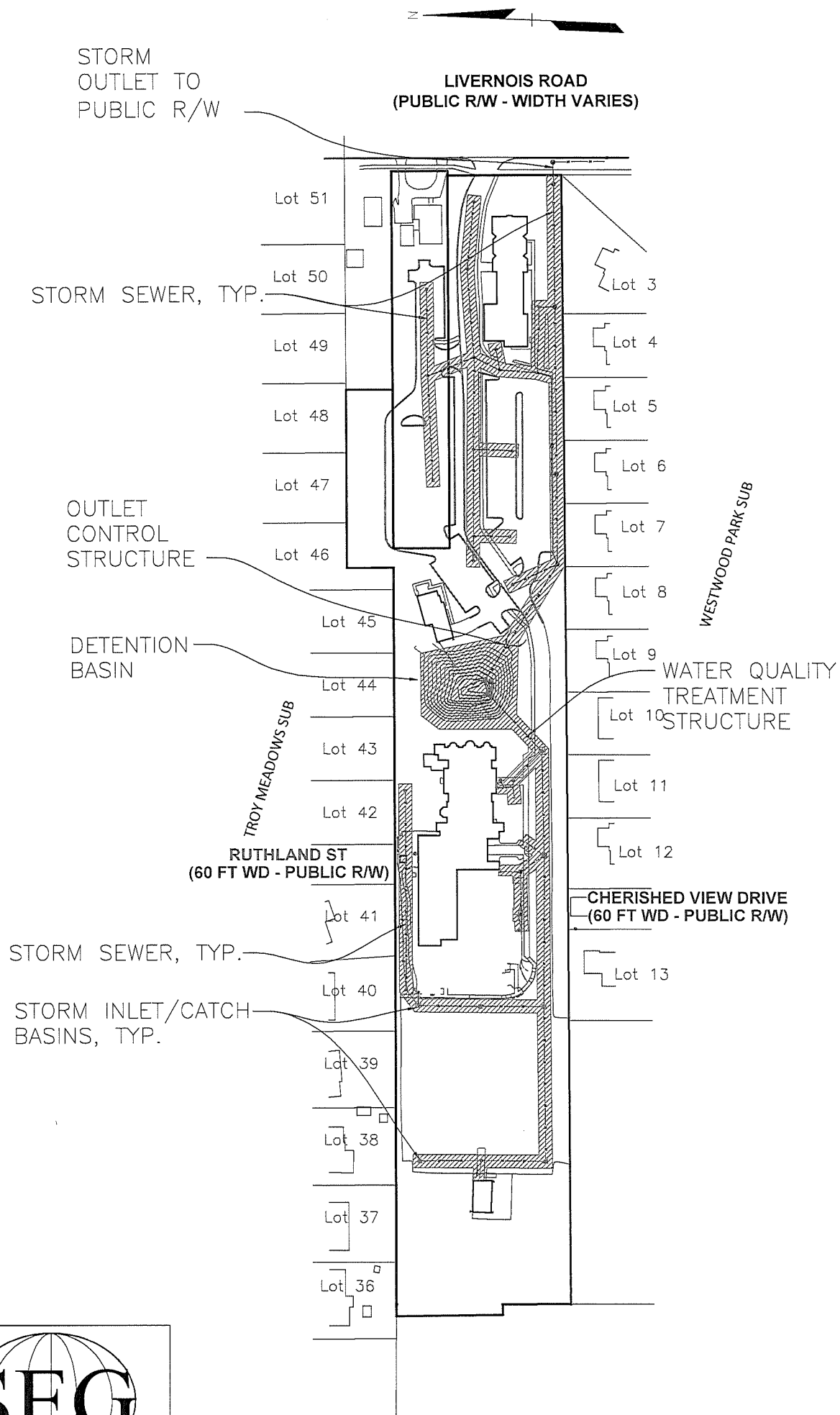
DWG. No: 1 of 2



DWG. No: 2 of 2



EXHIBIT B  
SKETCH OF STORMWATER MANAGEMENT SYSTEM



STOREY ENGINEERING GROUP, LLC  
48264 MANCHESTER  
MACOMB, MI 48044  
(586) 216-1043  
www.storeyengineering.com

OWNER:  
ST MARK COPTIC ORTHODOX CHURCH  
3603 LIVERNOIS ROAD  
TROY, MI 48083

SCALE: 1"= 200'

JOB No: 2020-018

DATE: 8-1-22

DWG. No: 1 of 1

EXHIBIT C  
STORMWATER O&M PLAN

Property Information: ST MARK COPTIC ORHODOX CHURCH  
3603 LIVERNOIS ROAD  
TROY, MI 48083

Applicant/Property Owner: ST MARK COPTIC ORTHODOX CHURCH  
3603 LIVERNOIS ROAD  
TROY, MI 48083

A. Physical Limits of the Storm Water Management System

The storm water management system (SWMS) subject to this Long-term Maintenance Plan (Plan) is located on Parcels #88-20-21-277-014 and #88-20-21-277-036. The legal descriptions and sketch of the parcels are shown on Exhibit A of this Maintenance Plan while the Water Quality Structure, Detention Basin, Storm Sewer, and Catch Basins are depicted on Exhibit B, while the Maintenance Tasks are described on Page 2 of Exhibit C of this Maintenance Plan and includes without limitation the water quality structure, storm water detention basin, outlet structure, open ditches/swales, and closed conduits and watercourses that convey flow to the storm water management areas and from the system to the public storm sewer in the Livernois Road Right of Way.

For purposes of this Plan, this storm water management system and all of its components as shown on these plans and in this maintenance agreement is referred to as The St Mark Storm Water Management System (SWMS).

B. Time Frame for Long-Term Maintenance Responsibility

St Mark Coptic Orthodox Church and their successors and assigns in title to the property described on Exhibit A are responsible for maintaining the SWMS, including complying with applicable requirements of the City of Troy soil erosion and sedimentation control program, until the City of Troy releases the construction permit. Long-term maintenance responsibility for the SWMS hereby commences immediately following completion of construction of the SWMS. Long-term maintenance continues in perpetuity.

C. Manner of Ensuring Maintenance Responsibility

The Owners of the property and its successors and assigns have assumed responsibility for the long-term maintenance of The St Mark SWMS. However, the City of Troy or its designee is authorized to access the property as necessary to conduct inspections of the SWMS, implication of the Stormwater O&M Plan, or drainage easements to ascertain compliance with the intent of this agreement. Upon written notification by the City of Troy or their designee of required maintenance or repairs, the Owner shall complete the specified maintenance or repairs within a reasonable time frame determined by the City of Troy. The Owner shall be liable for the failure to undertake any maintenance or repairs so that the public health, safety and welfare shall not be endangered nor the road improvement damaged. If the Owner does not keep the Stormwater System in reasonable order and condition, or complete maintenance activities in accordance with the Stormwater O&M Plan, or the reporting required in Paragraph D below, the City of Troy is authorized, but not required, to perform the specified inspections, maintenance or repairs in order to preserve the intended functions of the Stormwater System and prevent the Stormwater System from becoming a threat to public health, safety, general welfare or the environment. Refer to the executed City of Troy Stormwater Management Operations and Maintenance Agreement for additional terms, conditions and requirements.



STOREY ENGINEERING GROUP, LLC  
48264 MANCHESTER  
MACOMB, MI 48044  
(586) 216-1043  
www.storeyengineering.com

OWNER: ST MARK COPTIC ORTHODOX CHURCH 3603 LIVERNOIS ROAD TROY, MI 48083	SCALE: 1"= 200'	JOB No: 2020-018
	DATE: 8-1-22	DWG. No: 1 of 2





## Cascade Separator® Inspection and Maintenance Guide



CASCADE  
separator®

## Maintenance

The Cascade Separator<sup>®</sup> system should be inspected at regular intervals and maintained when necessary to ensure optimum performance. The rate at which the system collects sediment and debris will depend upon on-site activities and site pollutant characteristics. For example, unstable soils or heavy winter sanding will cause the sediment storage sump to fill more quickly but regular sweeping of paved surfaces will slow accumulation.

## Inspection

Inspection is the key to effective maintenance and is easily performed. Pollutant transport and deposition may vary from year to year and regular inspections will help ensure that the system is cleaned out at the appropriate time. At a minimum, inspections should be performed twice per year (i.e. spring and fall). However, more frequent inspections may be necessary in climates where winter sanding operations may lead to rapid accumulations, or in equipment wash-down areas. Installations should also be inspected more frequently where excessive amounts of trash are expected.

A visual inspection should ascertain that the system components are in working order and that there are no blockages or obstructions in the inlet chamber, flumes or outlet channel. The inspection should also quantify the accumulation of hydrocarbons, trash and sediment in the system. Measuring pollutant accumulation can be done with a calibrated dipstick, tape measure or other measuring instrument. If absorbent material is used for enhanced removal of hydrocarbons, the level of discoloration of the sorbent material should also be identified during inspection. It is useful and often required as part of an operating permit to keep a record of each inspection. A simple form for doing so is provided in this Inspection and Maintenance Guide.

Access to the Cascade Separator unit is typically achieved through one manhole access cover. The opening allows for inspection and cleanout of the center chamber (cylinder) and sediment storage sump, as well as inspection of the inlet chamber and slanted skirt. For large units, multiple manhole covers allow access to the chambers and sump.

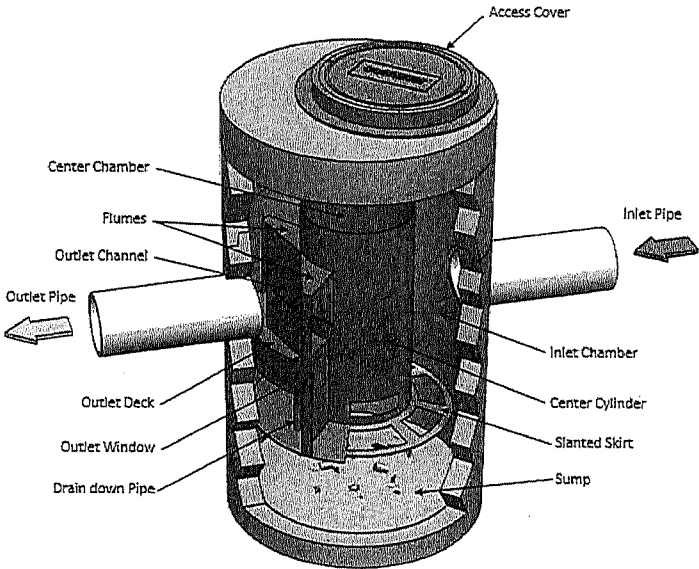
The Cascade Separator system should be cleaned before the level of sediment in the sump reaches the maximum sediment depth and/or when an appreciable level of hydrocarbons and trash has accumulated. If sorbent material is used, it must be replaced when significant discoloration has occurred. Performance may be impacted when maximum sediment storage capacity is exceeded. Contech recommends maintaining the system when sediment level reaches 50% of maximum storage volume. The level of sediment is easily determined by measuring the distance from the system outlet invert (standing water level) to the top of the sediment pile. To avoid underestimating the level of sediment in the chamber, the measuring device must be lowered to the top of the sediment pile carefully. Finer, silty particles at the top of the pile typically offer less resistance to the end of the rod than larger particles toward the bottom of the pile. Once this measurement is recorded, it should be compared to the chart in this document to determine if the height of the sediment pile off the bottom of the sump floor exceeds 50% of the maximum sediment storage.

## Cleaning

Cleaning of a Cascade Separator system should be done during dry weather conditions when no flow is entering the system. The use of a vacuum truck is generally the most effective and convenient method of removing pollutants from the system. Simply remove the manhole cover and insert the vacuum tube down through the center chamber and into the sump. The system should be completely drained down and the sump fully evacuated of sediment. The areas outside the center chamber and the slanted skirt should also be washed off if pollutant build-up exists in these areas.

In installations where the risk of petroleum spills is small, liquid contaminants may not accumulate as quickly as sediment. However, the system should be cleaned out immediately in the event of an oil or gasoline spill. Motor oil and other hydrocarbons that accumulate on a more routine basis should be removed when an appreciable layer has been captured. To remove these pollutants, it may be preferable to use absorbent pads since they are usually less expensive to dispose than the oil/water emulsion that may be created by vacuuming the oily layer. Trash and debris can be netted out to separate it from the other pollutants. Then the system should be power washed to ensure it is free of trash and debris.

Manhole covers should be securely seated following cleaning activities to prevent leakage of runoff into the system from above and to ensure proper safety precautions. Confined space entry procedures need to be followed if physical access is required. Disposal of all material removed from the Cascade Separator system must be done in accordance with local regulations. In many locations, disposal of evacuated sediments may be handled in the same manner as disposal of sediments removed from catch basins or deep sump manholes. Check your local regulations for specific requirements on disposal. If any components are damaged, replacement parts can be ordered from the manufacturer.



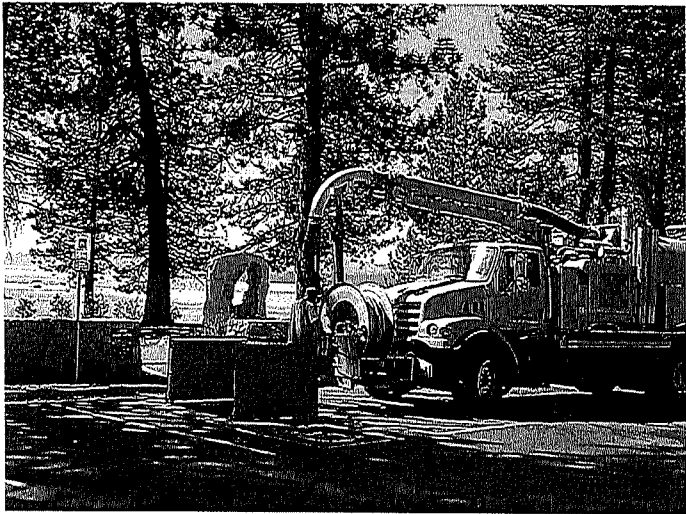
Cascade Separator® Maintenance Indicators and Sediment Storage Capacities

Model Number	Diameter		Distance from Water Surface to Top of Sediment Pile		Sediment Storage Capacity	
	ft	m	ft	m	y³	m³
CS-3	3	0.9	1.5	0.5	0.4	0.3
CS-4	4	1.2	1.5	0.5	0.7	0.5
CS-5	5	1.3	1.5	0.5	1.1	0.8
CS-6	6	1.8	1.5	0.5	1.6	1.2
CS-8	8	2.4	1.5	0.5	2.8	2.1
CS-10	10	3.0	1.5	0.5	4.4	3.3
CS-12	12	3.6	1.5	0.5	6.3	4.8

*Note: The information in the chart is for standard units. Units may have been designed with non-standard sediment storage depth.*



A Cascade Separator unit can be easily cleaned in less than 30 minutes.



A vacuum truck excavates pollutants from the systems.



Cascade Separator® Inspection & Maintenance Log					
Cascade Model:		Location:			
Date	Depth Below Invert to Top of Sediment¹	Floatable Layer Thickness²	Describe Maintenance Performed	Maintenance Personnel	Comments

1. The depth to sediment is determined by taking a measurement from the manhole outlet invert (standing water level) to the top of the sediment pile. Once this measurement is recorded, it should be compared to the chart in the maintenance guide to determine if the height of the sediment pile off the bottom of the sump floor exceeds 50% of the maximum sediment storage. Note: to avoid underestimating the volume of sediment in the chamber, the measuring device must be carefully lowered to the top of the sediment pile.
2. For optimum performance, the system should be cleaned out when the floating hydrocarbon layer accumulates to an appreciable thickness. In the event of an oil spill, the system should be cleaned immediately.



SUPPORT

- Drawings and specifications are available at [www.ContechES.com](http://www.ContechES.com).
  - Site-specific design support is available from our engineers.
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NOTHING IN THIS CATALOG SHOULD BE CONSTRUED AS A WARRANTY. APPLICATIONS SUGGESTED HEREIN ARE DESCRIBED ONLY TO HELP READERS MAKE THEIR OWN EVALUATIONS AND DECISIONS, AND ARE NEITHER GUARANTEES NOR WARRANTIES OF SUITABILITY FOR ANY APPLICATION. CONTECH MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, RELATED TO THE APPLICATIONS, MATERIALS, COATINGS, OR PRODUCTS DISCUSSED HEREIN. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY CONTECH. SEE CONTECH'S CONDITIONS OF SALE (AVAILABLE AT [WWW.CONTECHES.COM/COS](http://WWW.CONTECHES.COM/COS)) FOR MORE INFORMATION.



PERMANENT EASEMENT  
FOR WATER MAINS

Sidwell #88-20-21-277-036 (part of)

ST. MARK COPTIC ORTHODOX CHURCH, a Michigan nonprofit corporation, Grantor(s), whose address is 3603 Livernois, Troy, MI 48084 for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the CITY OF TROY, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, MI, 48084, grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **water mains**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:


SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART OF

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed their signature(s)  
this 10<sup>th</sup> day of JULY, 2023.

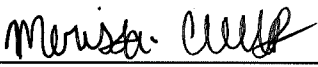
ST. MARK COPTIC ORTHODOX CHURCH,  
a Michigan nonprofit corporation

By  (L.S.)  
\*Father Maximus Habib,  
Its: Secretary

STATE OF MICHIGAN )  
COUNTY OF Oakland )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of JULY, 2023,  
by Father Maximus Habib, Secretary of St. Mark Coptic Orthodox Church, a Michigan nonprofit corporation, on behalf of the corporation.

**Merissa Clark**  
**Notary Public - State of Michigan**  
**County of Macomb**  
**My Commission Expires April 25, 2029**  
**Acting in the County of Oakland**

  
\*  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

Prepared by: Larysa Figol  
City of Troy  
500 West Big Beaver  
Troy, MI 48084

Return to: City Clerk  
City of Troy  
500 West Big Beaver  
Troy, MI 48084

PLEASE SIGN IN BLUE INK AND PRINT OR TYPE NAMES IN BLACK INK UNDER SIGNATURES

EXHIBIT A  
LEGAL DESCRIPTION OF WATER MAIN EASEMENT

WATER MAIN EASEMENT DESCRIPTION

A 20 FOOT WIDE EASEMENT FOR A PUBLIC WATER MAIN OVER PART OF THE NORTHEAST 1/4 OF SECTION 21, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 21; THENCE NORTH 02°43'45" WEST, 552.66 FEET ALONG THE EAST LINE OF SAID SECTION 21 AND SOUTH 87°04'53" WEST, 60.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF LIVERNOIS ROAD; THENCE CONTINUING SOUTH 87°04'53" WEST, 1072.54 FEET TO THE POINT OF BEGINNING OF SAID WATER MAIN EASEMENT; THENCE SOUTH 87°04'53" WEST, 20.00 FEET; THENCE NORTH 02°16'05" WEST, 6.07 FEET; THENCE SOUTH 87°59'03" WEST, 95.12 FEET; THENCE NORTH 55°45'31" WEST, 22.96 FEET; THENCE SOUTH 88°47'17" WEST, 38.66 FEET; THENCE NORTH 54°56'26" WEST, 49.91 FEET; THENCE NORTH 02°20'10" WEST, 162.79 FEET; THENCE NORTH 31°29'23" EAST, 27.22 FEET; THENCE NORTH 76°59'27" EAST, 27.35 FEET; THENCE NORTH 10°23'51" WEST, 17.24 FEET; THENCE NORTH 87°18'28" EAST, 20.18 FEET; THENCE SOUTH 10°23'51" EAST, 14.79 FEET; THENCE NORTH 87°39'26" EAST, 59.78 FEET; THENCE NORTH 84°26'29" EAST, 105.47 FEET; THENCE NORTH 02°28'45" WEST, 9.75 FEET; THENCE NORTH 87°18'28" EAST, 20.00 FEET; THENCE SOUTH 02°28'45" EAST, 28.78 FEET; THENCE SOUTH 84°26'29" WEST, 124.98 FEET; THENCE SOUTH 87°39'26" WEST, 64.81 FEET; THENCE SOUTH 76°59'27" WEST, 30.84 FEET; THENCE SOUTH 31°29'23" WEST, 12.75 FEET; THENCE SOUTH 02°20'10" EAST, 146.82 FEET; THENCE SOUTH 54°56'26" EAST, 33.48 FEET; THENCE N88°47'17" EAST, 38.50 FEET; THENCE SOUTH 55°45'31" EAST, 22.81 FEET; THENCE NORTH 87°59'03" EAST, 98.53 FEET; THENCE NORTH 87°43'55" EAST, 62.92 FEET; THENCE NORTH 83°18'28" EAST, 53.84 FEET; THENCE SOUTH 06°41'32" EAST, 20.00 FEET; THENCE SOUTH 83°18'28" WEST, 54.61 FEET; THENCE SOUTH 87°43'55" WEST, 53.75 FEET; THENCE SOUTH 02°16'05" EAST, 5.80 FEET TO THE POINT OF BEGINNING OF SAID WATER MAIN EASEMENT.

EASEMENT LINE CALLS  
(refer to sketch)

(1)	S87°04'53"E	20.00'
(2)	N02°16'05"W	6.07'
(3)	S87°59'03"W	95.12'
(4)	N55°45'31"W	22.96'
(5)	S88°47'17"W	38.66'
(6)	N54°56'26"W	49.91'
(7)	N02°20'10"W	162.79'
(8)	N31°29'23"E	27.22'
(9)	N76°59'27"E	27.35'
(10)	N10°23'51"W	17.24'
(11)	N87°18'28"E	20.18'
(12)	S10°23'51"E	14.79'
(13)	N87°39'26"E	59.78'
(14)	N84°26'29"E	105.47'
(15)	N02°28'45"W	9.75'
(16)	N87°18'28"E	20.00'

(17)	S02°28'45"E	28.78'
(18)	S84°26'29"W	124.98'
(19)	S87°39'26"W	64.81'
(20)	S76°59'27"W	30.84'
(21)	S31°29'23"W	12.75'
(22)	S02°20'10"E	146.82'
(23)	S54°56'26"E	33.48'
(24)	N88°47'17"E	38.50'
(25)	S55°45'31"E	22.81'
(26)	N87°59'03"E	98.53'
(27)	N87°43'55"E	62.92'
(28)	N83°18'28"E	53.84'
(29)	S06°41'32"E	20.00'
(30)	S83°18'28"W	54.61'
(31)	S87°43'55"W	53.75'
(32)	S02°16'05"E	5.80'



STOREY ENGINEERING GROUP, LLC  
48264 MANCHESTER  
MACOMB, MI 48044  
(586) 216-1043  
www.storeyengineering.com

OWNER:  
ST MARK COPTIC ORTHODOX CHURCH  
3603 LIVERNOIS ROAD  
TROY, MI 48083

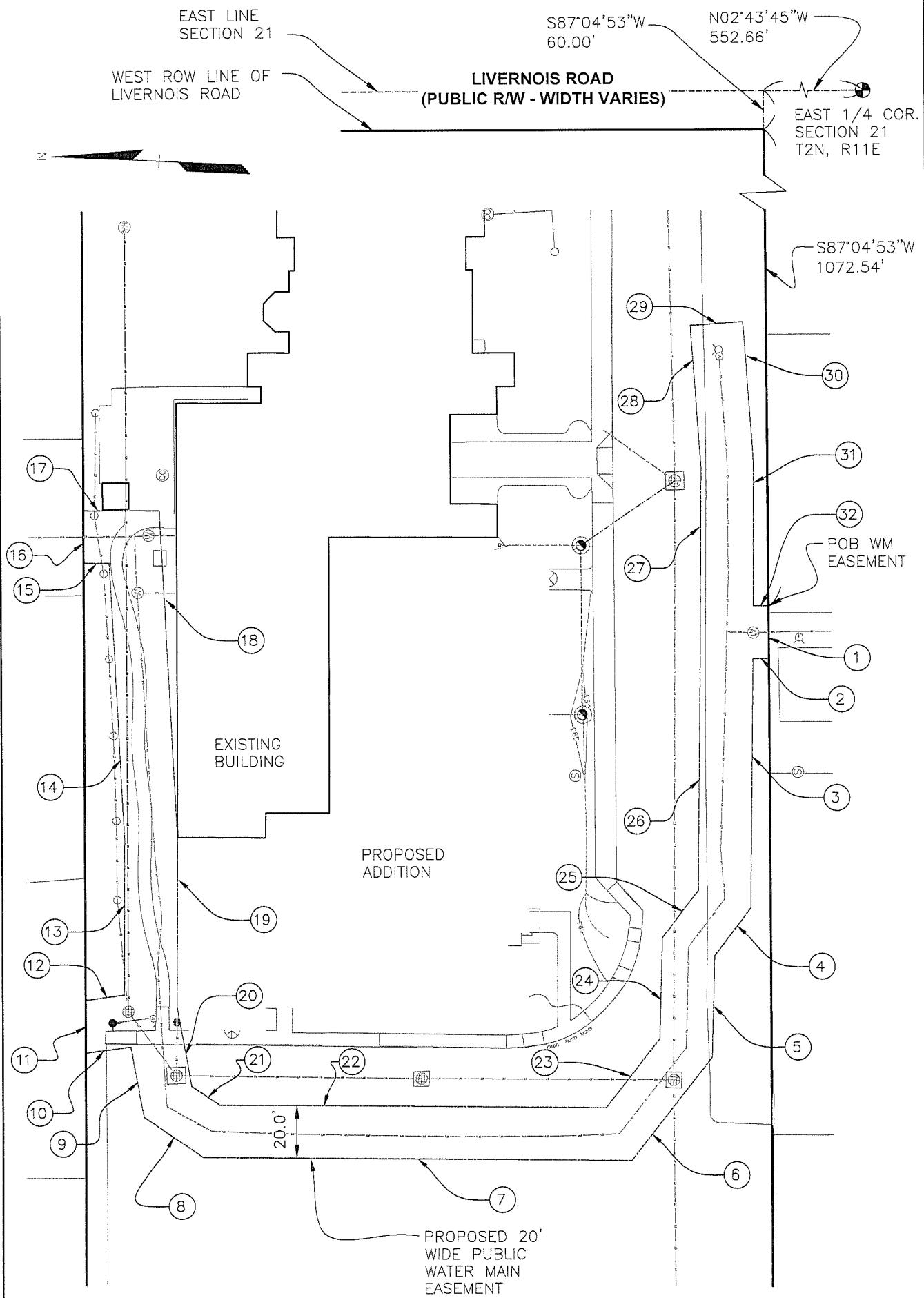
SCALE: 1"= 200'

JOB No: 2020-018

DATE: 8-17-22

DWG. No: 2 of 4

EXHIBIT A  
SKETCH OF EASEMENT



STOREY ENGINEERING GROUP, LLC  
48264 MANCHESTER  
MACOMB, MI 48044  
(586) 216-1043  
www.storeyengineering.com

OWNER:  
ST MARK COPTIC ORTHODOX CHURCH  
3603 LIVERNOIS ROAD  
TROY, MI 48083

SCALE: 1" = 50'

JOB No: 2020-018

DATE: 8-17-22

DWG. No: 4 of 4



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

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Date: August 1, 2023

To: Mark F. Miller, City Manager

From: Robert Bruner, Deputy City Manager  
Megan Schubert, Assistant City Manager  
R. Brent Savidant, Community Development Director  
G. Scott Finlay, City Engineer

Subject: Private Agreement – Contract for Installation of Municipal Improvements  
Village of Troy PUD - Project No. 23.905.3

---

### **History**

Robertson Brothers Company proposes to develop Village of Troy PUD located on the south side of E. Long Lake Road, west of Rochester Road, Section 15.

Troy City Council granted preliminary Concept Development & Preliminary Development approval on February 27<sup>th</sup>, 2023.

Site grading and utility plans for this development were reviewed and recently approved by the Engineering Department. The plans include municipal improvements, which will be constructed by Robertson Brothers Company on behalf of the City of Troy including: Water Main, Storm Sewer, Sanitary Sewer, Asphalt Road, Sidewalk and Path. The required fees and refundable escrow deposits in the form of an Irrevocable Bank Letter of Credit and 10% Cash, that will assure completion of the municipal improvements, have been provided by Robertson Brothers Company (see attached Private Agreement).

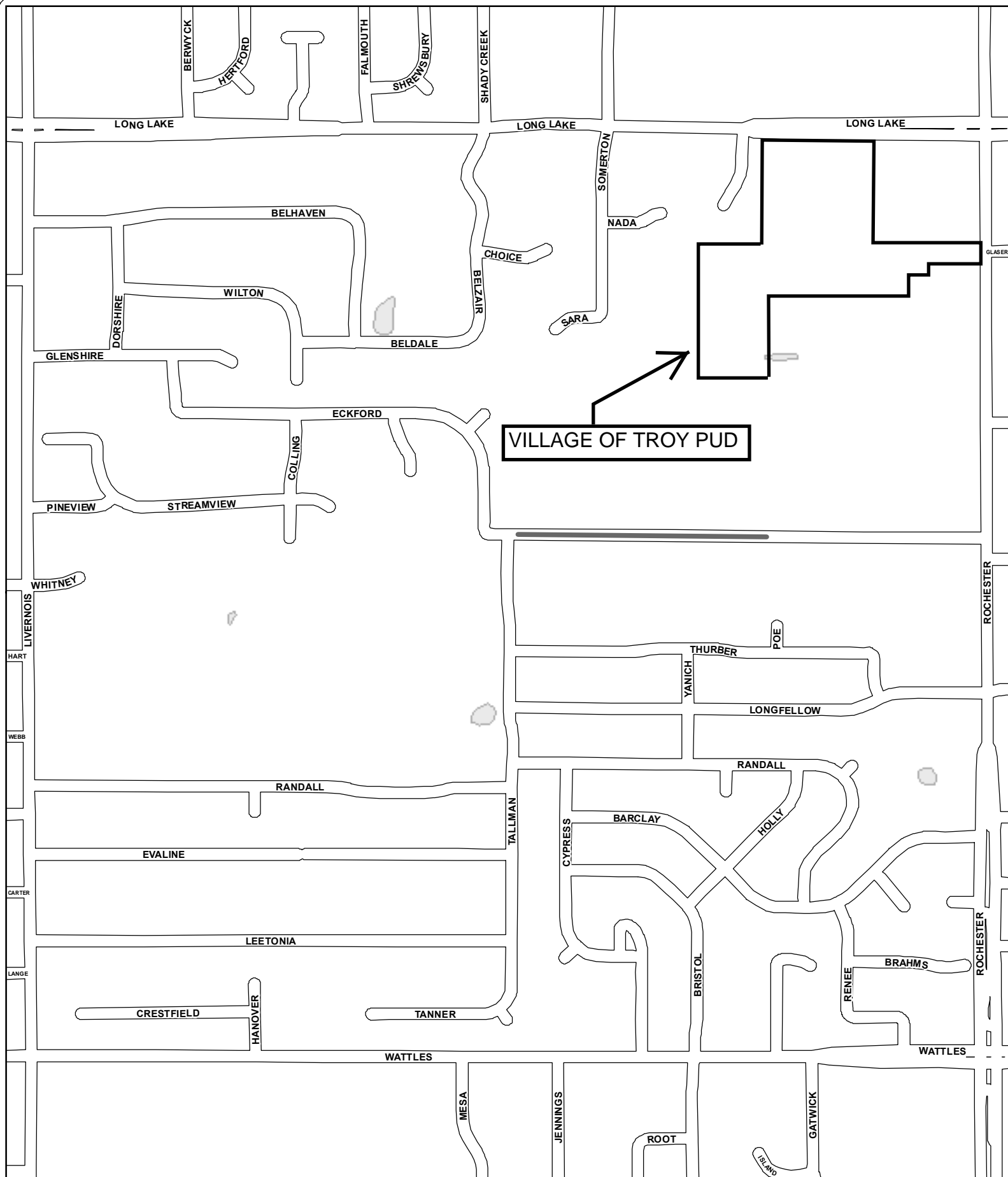
### **Financial**

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

### **Recommendation**

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





# City Of Troy

## Contract for Installation of Municipal Improvements (Private Agreement)

Project No.: **23.905.3**

Project Location: **NE 1/4 Section 15**

Resolution No: \_\_\_\_\_

Date of Council Approval: \_\_\_\_\_

This Contract, made and entered into this **12** day of **July, 2023** by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and **Robertson Brothers Company** whose address is **6905 Telegraph Road, Suite 200, Bloomfield Hills, MI 48301** and whose telephone number is **248-282-1428** hereinafter referred to as "Owners", provides as follows:

**FIRST:** That the City agrees to permit the installation of **Water Main, Sanitary Sewer, Storm Sewer, Concrete Pavement & Sidewalk** in accordance with plans prepared by **Nowak & Fraus Engineers** whose address is **46777 Woodward Ave., Pontiac, MI 48342** and whose telephone number is **248-332-7931** and approved prior to construction by the City in accordance with City of Troy specifications.

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

Refundable escrow deposit equal to the estimated construction cost of \$ **1,350,410.00**. This amount will be deposited with the City in the form of (check one):

Cash/Check ☐

Certificate of Deposit & 10% Cash ☐

Irrevocable Bank Letter of Credit & 10% Cash ☒

Performance Bond & 10% Cash ☐

☐

☐

☒

☐

} \_\_\_\_\_

10% Cash \$135,041.00

Refundable cash deposit in the amount of \$ **335,431.00**. This amount will be deposited with the City in the form of (check one):

Cash ☐

Check ☐

Non-refundable cash fees in the amount of \$ **7,493.50**. This amount will be paid to the City in the form of (check one):

Cash ☐

Check ☐

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

# **City Of Troy**

## **Contract for Installation of Municipal Improvements (Private Agreement)**

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

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

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

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

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed in duplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

OWNERS

By:



\_\_\_\_\_

\*

Its: COD

Please Print or Type Darian L. Neubecker

\*

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

Please Print or Type

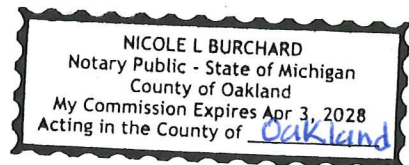
STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 26 day of July, A.D. 2023, before me personally appeared Darian L. Neubecker known by me to be the same person(s) who executed this instrument and who acknowledged this to be his/her/their free act and deed.

Nicole L. Burchard

NOTARY PUBLIC, Oakland, Michigan

My commission expires: Apr 3, 2028  
Acting in Oakland County, Michigan





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

CITY OF TROY

By:

\_\_\_\_\_  
Ethan Baker, Mayor

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

STATE OF MICHIGAN, COUNTY OF OAKLAND

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

\_\_\_\_\_  
NOTARY PUBLIC, \_\_\_\_\_, Michigan

My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan





# Project Construction

**Permit No: PPC23.905.3**

Engineering Department

**TO SCHEDULE INSPECTION CALL**

**INSPECTION LINE: (248) 680-7221**

500 W. Big Beaver Road

Troy, Michigan 48084

Hours: Mon-Fri 8am - 4:30pm

Fax: (248) 524-1838

www.troymi.gov

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

## Location

88-20-15-201-046 Lot:  
Subdivision: ACREAGE  
Project No:

## Permittee/Owner

GOOD DEVELOPMENT HOLDIN  
1050 E MAPLE  
TROY

MI 48083-281

Issued: 07/31/2023 Expires:

## Applicant

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

6905 TELEGRAPH RD STE 200  
BLHFLD HILLS

MI 48301-3157

**Work Description:** Village of Troy PUD

**Stipulations:** Off-site regional detention pond

Work will meet all codes and inspections.

Category	Permit Item	Acreage/Qty
Escrow Deposits	Sanitary Sewers	215,600.00
Escrow Deposits	Water Mains	357,315.00
Escrow Deposits	Storm Sewers	360,855.00
Escrow Deposits	Rear Yard Drains	266,465.00
Escrow Deposits	Pavement	109,175.00
Escrow Deposits	Grading	40,000.00
Escrow Deposits	Temporary Access Road	1,000.00
Cash Fees (Non-Refundable)	Water Main Testing/Chlorination PA2	2,995.00
Cash Fees (Non-Refundable)	Signs	35.00
Cash Fees (Non-Refundable)	arkers - Full Range	30.00
Cash Deposits (Refundable)	Construction Engineering (CE)	1,350,410.00
Cash Deposits (Refundable)	Sidewalks	9,718.00
Cash Deposits (Refundable)	Monuments	38.00
Cash Deposits (Refundable)	Lot Corner Irons	27.00
Cash Deposits (Refundable)	ROW Restoration	900.00
Cash Deposits (Refundable)	Repair & Maintenance-Public Streets	1.00
Cash Deposits (Refundable)	Fencing	650.00
Cash Deposits (Refundable)	Wetland Mitigation	0.51
Cash Deposits (Refundable)	Punchlist & Restoration	1,350,410.00

Amount Due: **0.00**  
**PAID IN FULL**



# Project Construction

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

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

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

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

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

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

On June 20, 2023 at 7:02 p.m., Chairperson Bossenbroek called the Zoning Board of Appeals meeting to order.

1. ROLL CALL

Present:

Michael Bossenbroek  
Tommy Desmond  
David Eisenbacher  
Tyler Fox  
James McCauley  
Barb Chambers

Absent:

Mahendra Kenkre  
Aaron Green

Also Present:

Ben Carlisle, Planning Consultant  
Jackie Ferencz, Planning Department staff  
Allan Motzny, Assistant City Attorney

2. PROCEDURE- read by Vice Chair Desmond

3. APPROVAL OF MINUTES –

Moved by Fox  
Seconded by Eisenbacher

RESOLVED, to approve the May 16, 2023 draft minutes.

Yes: All

MOTION PASSED

4. APPROVAL OF AGENDA – No changes

5. HEARING OF CASES:

- A. 4928 PARK MANOR, NEETU SHARMA/AMBUJ MATHUR - A variance request to allow a proposed deck to be constructed 15 feet from the rear property line, where the development approval requires the deck to be no less than 25 feet from the rear property line.

ZONING ORDINANCE SECTION: 7.08 B

Ben Carlisle, of Carlisle and Wortman, Associates, presented the case description with historical reference to a cluster development.

Motion to approve variance request,  
Moved by Eisenbacher  
Seconded by Fox

RESOLVED, to GRANT the variance request.

Yes: Eisenbacher, Chambers, Fox, Desmond  
No: McCauley, Bossenbroek

MOTION PASSED

6. COMMUNICATIONS – Member Fox provided Planning Commission report.
7. MISCELLANEOUS BUSINESS –
8. PUBLIC COMMENT – Mr. McCauley spoke on variance requests for decks.
9. ADJOURNMENT –The Zoning Board of Appeals meeting ADJOURNED at 7:50 p.m.

Respectfully submitted,



Michael Bossenbroek, Chairperson



Jackie Ferencz, Planning Department Office Manager



A Meeting of the Civil Service Commission (Act 78) was held Monday, June 26, 2023 at Troy City Hall, 500 W. Big Beaver Road in the Lower Level Conference Room. Chairman/President McGinnis called the meeting to order at 10:30 AM.

A. **ROLL CALL:** Chairman/President Donald E. McGinnis, Jr.  
Commissioner David Cannon  
Commissioner John Steele

B. **APPROVAL OF MINUTES:**

1. **Approval of Minutes of Monday, June 5, 2023**

Resolution #CSC-2023-06-012

Moved by McGinnis

Seconded by Cannon

RESOLVED, That the Troy Civil Service Commission (Act 78) hereby **APPROVES** the Minutes of the Monday, June 5, 2023, meeting as presented.

Yes: All-3

No: None

**MOTION CARRIED**

C. **PETITIONS AND COMMUNICATIONS:** None

D. **REPORTS:** None

E. **OLD BUSINESS:** None

F. **NEW BUSINESS:**

1. **Approval of Eligible List for Police Captain**

Resolution #CSC-2023-06-013

Moved by Cannon

Seconded by Steele

RESOLVED, That the Civil Service Commission (Act 78) hereby **APPROVES** the eligible list for Police Captain as presented.

Yes: All-3


No: None

**MOTION CARRIED**

**G. PUBLIC COMMENT:**

**H. ADJOURNMENT:**

The Civil Service Commission (Act 78) meeting **ADJOURNED** at 10:32 AM.

  
 \_\_\_\_\_  
 Donald E. McGinnis, Jr., Chairman

  
 \_\_\_\_\_  
 Cheryl A. Stewart, Deputy City Clerk

cc: Act 78 Commissioners	Peter Hullinger, Fire Chief
Mark F. Miller, City Manager	Paul Firth, Deputy Fire Chief
Bob Bruner, Deputy City Manager	Shawn Hugg, Deputy Fire Chief
Lori Grigg Bluhm, City Attorney	Staff Lt. Daniel Mahrle, TFSOA Steward/President
Jeanette Menig, Human Resources Director	Staff Lt. David Hughson, TFSOA Steward (Alternate)
Aileen Dickson, City Clerk	Fire Dept. Bulletin Board
Jennifer Lee, Human Resources Specialist	TPOA Bulletin Board
Heather Shaw, Human Resources Specialist	Officer Timothy Daniels, TPOA President
Frank Nastasi, Police Chief	Lieutenant Frank Shuler, TCOA President
Andy Satterfield, Police Captain	TCOA Bulletin Board
Joshua Jones, Police Captain	McGraw Morris-Stacy Belisle ( <a href="mailto:sbelisle@mcgrawmorris.com">sbelisle@mcgrawmorris.com</a> )



## CITY COUNCIL AGENDA ITEM

Date: July 25, 2023

To: Honorable Mayor and City Council Members

From: Lori Grigg Bluhm, City Attorney  
Allan T. Motzny, Assistant City Attorney  
Julie Quinlan Dufrane, Assistant City Attorney  
Nicole F. MacMillan, Assistant City Attorney

Subject: Second Quarter 2023 Litigation Report

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The following is the quarterly report of pending litigation and other matters of interest.  
**Developments during the SECOND quarter of 2023 are in bold.**

### **A. ANATOMY OF THE CASE**

Once a lawsuit has been filed against the City or City employees, the City Attorney's office prepares a memo regarding the allegations in the complaint. At that time, our office requests authority from Council to represent the City and/or the employees. Our office then engages in the discovery process, which generally lasts for several months, and involves interrogatories, requests for documents, and depositions. After discovery, almost all cases are required to go through case evaluation (also called mediation). In this process, three attorneys evaluate the potential damages, and render an award. This award can be accepted by both parties, and will conclude the case. However, if either party rejects a case evaluation award, there are potential sanctions if the trial result is not as favorable as the mediation award. In many cases, a motion for summary disposition will be filed at the conclusion of discovery. In all motions for summary disposition, the Plaintiff's version of the facts are accepted as true, and if the Plaintiff still has failed to set forth a viable claim against the City, then dismissal will be granted. It generally takes at least a year before a case will be presented to a jury. It also takes approximately two years before a case will be finalized in the Michigan Court of Appeals and/or the Michigan Supreme Court.

### **B. ZONING CASES**

These are cases where the property owner has sued for a use other than that for which the land is currently zoned and/or the City is suing a property owner to require compliance with the existing zoning provisions.

1. International Outdoor, Inc. v City of Troy - On February 3, 2017, International Outdoor, Inc. filed this lawsuit in the Federal District Court for the Eastern District of Michigan challenging the constitutionality of the City's sign ordinance. International argues, among other things, that since the City does not require permits for temporary signs or special event signs, the permit requirement to erect a billboard is a content-based restriction, allegedly in violation of the 2015 Reed v. Town of Gilbert U.S. Supreme Court case. According to International, the ordinance is unconstitutional and should not



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Troy, MI 48084  
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## CITY COUNCIL AGENDA ITEM

have been applied as a basis to deny the permits for its requested billboards. International states it is seeking injunctive and declaratory relief and money damages, but the complaint does not request any specific remedy. However, the case was filed under 42 U.S.C. Section 1983, which allows for the recovery of attorney fees if the plaintiff prevails on any aspect of the case. The lawsuit was assigned to Judge George Caram Steeh. The City filed a motion to dismiss. A hearing on the motion was scheduled for June 26, 2017. On June 30, 2017, the Court entered its order granting in part and denying in part the City's motion to dismiss. The Court granted the City's motion to dismiss Count II of the complaint, which alleged the Sign Ordinance contained content based restrictions imposed without a compelling government interest. However, the Court denied the City's motion as to Count I, which alleged the variance provisions of the Sign Ordinance constituted an unconstitutional prior restraint because it gives the Building Code Board of Appeals unbridled discretion in deciding a variance request. The City filed a motion for reconsideration, which is still pending with the Court. On December 20, 2017, the Court entered its order denying the motion for reconsideration, but clarifying that the Court had not made a final decision on the validity of Troy's Sign Ordinance. The City must now file an answer to Count I of the complaint. The City filed its answer, and the parties are now engaging in discovery. Discovery is continuing. Plaintiffs scheduled depositions of former and select current members of the Building Code Board of Appeals, and the City objected. Plaintiff then filed a motion to compel the depositions, to which the City responded. The Court issued an order stating that there would not be oral argument on the motion, so we are now waiting for the Court's decision concerning these depositions. The Court denied Plaintiff's motion to compel depositions. Plaintiff has now filed a motion for summary judgment, and the City's response is due October 11<sup>th</sup>. The City filed a response to the motion for summary judgment and a cross motion for summary judgment in favor of the City. A hearing on both the Plaintiff's motion and the City's motion was held on January 16, 2019. On January 18, 2019, the Court issued its opinion and order denying Plaintiff's motion for summary judgment and granting the City's motion for summary judgment. The Court entered a final judgment in the case in favor of the City. Plaintiff has now filed an appeal with United States Court of Appeals for the Sixth Circuit in Cincinnati, Ohio. Plaintiff also filed a motion in the District Court, claiming entitlement to attorney fees based on the Court's rulings, some of which were favorable to the Plaintiff, even though the case was dismissed in favor of the City. The City timely responded to this motion, which is still pending. As required by the Sixth Circuit Court of Appeals, the parties participated in an unfruitful mediation conference call on March 6, 2019. Afterwards, the Sixth Circuit established its appellate briefing schedule, requiring Plaintiff's brief to be filed on or before April 29, 2019, and the City's response is due May 28, 2019. On April 1, 2019, District Court Judge Steeh issued his opinion and order denying the Plaintiff's motion for attorney fees. Plaintiff has filed a second appealing to challenge the denial of attorney fees. On motion of the Plaintiff, the second appeal was consolidated with the initial appeal and the briefing schedule was amended. Plaintiff filed its appellate brief, and the City timely filed its response. The case has been scheduled for oral argument on October 16, 2019 before the U.S. Court of Appeals for the Sixth Circuit in Cincinnati. The Court heard oral arguments on October 16, 2019,



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Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

and the parties are now waiting for the Court to issue its opinion. As of March 31, 2020, the Court had not yet issued an opinion. The parties are still waiting for the Court to issue an opinion. On September 4, 2020, the U.S. Court of Appeals issued an opinion affirming the dismissal of Count I of Plaintiff's complaint, but reversing the lower court's dismissal of Count II and remanding the case. Two judges joined the majority opinion, and the third judge issuing a dissenting opinion, indicating he would have affirmed the dismissal of Count II. The City has filed a motion for rehearing en banc, requesting rehearing before the entire panel of U.S. Sixth Circuit Court of Appeals judges, seeking an affirmation of the dismissal of Count II. On December 21<sup>st</sup>, the Sixth Circuit Court of Appeals entered an order denying the City's motion for rehearing en banc. The case was remanded to the District Court. Judge Steeh directed the parties to file supplemental briefs on remand. The City filed its supplementary brief and a reply to Plaintiff's supplementary brief. We are awaiting a decision from the Court. On April 6, 2021, the Court entered an Order Dismissing Count II of Plaintiff's Complaint and Denying Plaintiff's Motion for Attorney Fees and it entered a Judgment in favor of the City. On April 19, 2020, the Plaintiff filed a motion for reconsideration of the Court's April 6, 2021 decision. On May 5, 2021, the Court denied Plaintiff's motion for reconsideration. On June 1, 2021, Plaintiff filed an appeal in United States Court of Appeals for the Sixth Circuit. Plaintiff filed its appellate brief, and the City timely responded. The parties are now waiting for the Sixth Circuit U.S. Court of Appeals to either grant oral argument or take other action. The Court has not scheduled oral argument or taken other action. The parties are still waiting for the Court's action. The Court has scheduled oral argument for June 14, 2023. The Court has also notified the parties that they may file supplemental briefs by May 1, 2023 to address whether a recent U.S. Supreme Court decision (*City of Austin, Texas v Reagan National Advertising of Austin, LLC*) has any bearing on the appeal. **On June 14, 2023, the Court held oral argument on Plaintiff's appeal. We are awaiting a decision from the Sixth Circuit U.S. Court of Appeals.**

2. Tollbrook, LLC v City of Troy - Tollbrook submitted an application for a rezoning of three parcels on McClure, from one family residential zoning to Big Beaver Form Based District zoning. This application was proposed as a straight rezoning request, and was denied by Troy City Council, consistent with the recommendation from the Planning Commission. Plaintiff filed this Complaint, alleging substantive due process violations. Plaintiff filed it in Oakland County Circuit Court, and the City removed it to federal court, since the parties previously litigated a very similar case before Judge Goldsmith. Plaintiff then filed a motion to request a transfer of the case back to the Oakland County Circuit Court. This motion was briefed by the parties, and is pending. The motion is still under advisement. On March 5, 2021, Judge Goldsmith entered an Order, remanding the case to the Oakland County Circuit Court. Plaintiff submitted a proposed confidential settlement offer that was considered and rejected by City Council. The City subsequently filed a Motion for Consolidation and Request for Transfer which was denied by the Circuit Court. This case is now in the discovery phase. The City of Troy filed a motion to dismiss with oral argument scheduled for March 9, 2022. The Court adjourned oral argument on its own motion. The parties are waiting for the Court to





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either reschedule argument or issue an opinion and order. The Court entered an Order reassigning this case to Judge Matis of the Oakland County Circuit Court. Plaintiff subsequently filed a motion objecting to the reassignment which will be argued on July 6, 2022. The Court also scheduled a pre-trial conference for the same date to discuss scheduling the City's outstanding Motion to Dismiss. At the pre-trial, Plaintiff's counsel asked the Court for permission to file a supplemental brief. The Court granted that request. Plaintiff then filed a brief which included some additional affidavits, and the City timely responded. The Court scheduled oral argument for October 12, 2022. The Court issued an opinion on December 13, 2022 granting in part and denying in part the City's Motion to Dismiss. The Court dismissed Plaintiff's Substantive Due Process claim, but ruled that Plaintiff's Takings Claim could proceed. The parties will engage in the discovery process pursuant to a scheduling order to be entered by the Court. Discovery continues in this case. **Discovery continues in this case and will close on July 17, 2023. Thereafter, the City plans to file a motion to dismiss.**

3. Tollbrook West LLC. v City of Troy - Tollbrook West submitted an application to rezone two parcels located at 3109 Alpine and an adjacent vacant parcel from R-1B to Big Beaver District zoning. This straight rezoning application was denied by the Troy City Council on July 22, 2019, consistent with the Planning Commission recommendation. Plaintiff filed this Complaint, alleging substantive due process violations. Plaintiff filed it in Oakland County Circuit Court, and the City removed it to federal court, since the parties previously litigated a very similar case before Judge Goldsmith. Plaintiff then filed a motion to request a transfer of the case back to the Oakland County Circuit Court. This motion was briefed by the parties, and is pending. The motion is still under advisement. On March 5, 2021, Judge Goldsmith entered an Order, remanding the case to the Oakland County Circuit Court. Plaintiff submitted a proposed confidential settlement offer that was considered and rejected by City Council. The City subsequently filed a Motion for Consolidation and Request for Transfer which was denied by the Circuit Court. This case is now in the discovery phase. The City of Troy filed a motion to dismiss with oral argument scheduled for March 9, 2022. The Court adjourned oral argument on its own motion. The parties are waiting for the Court to either reschedule argument or issue an opinion and order. The Court entered an Order reassigning this case to Judge Matis of the Oakland County Circuit Court. Plaintiff subsequently filed a motion objecting to the reassignment which will be argued on July 6, 2022. The Court also scheduled a pre-trial conference for the same date to discuss scheduling the City's outstanding Motion to Dismiss. At the pre-trial, Plaintiff's counsel asked the Court for permission to file a supplemental brief. The Court granted that request. Plaintiff then filed a brief which included some additional affidavits, and the City timely responded. The Court scheduled oral argument for October 12, 2022. The Court issued an opinion on December 13, 2022 granting in part and denying in part the City's Motion to Dismiss. The Court dismissed Plaintiff's Substantive Due Process claim, but ruled that Plaintiff's Takings Claim could proceed. The parties will engage in the discovery process pursuant to a scheduling order to be entered by the Court. Discovery continues in this case. **Discovery continues in this case and will close on July 17, 2023. Thereafter, the City plans to file a motion to dismiss.**



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4. Safet Stafa v. City of Troy- Plaintiff's case against the City of Troy seeks equitable relief from the Oakland County Circuit Court. Specifically, Plaintiff asks for a writ of mandamus or alternatively superintending control, requiring the City to grant Plaintiff's preliminary site plan application for a townhome project located on the northwest corner of Crooks and Wattles Roads. The Troy Planning Commission denied the preliminary site plan application because it found that the site plan was not compatible with adjacent properties and that it did not provide adequate transition to adjacent properties. Plaintiff appealed the Planning Commission's denial to the Troy Zoning Board of Appeals (ZBA). In a split vote of 4-3, the ZBA affirmed the Planning Commission decision. The City initially filed a Motion to Dismiss, but instead of responding to that motion directly, Plaintiff was allowed to file an Amended Complaint, which the City will ask to dismiss. Five Troy citizens, including one current member of the Troy Planning Commission, filed a Motion to Intervene in the lawsuit. The Court has scheduled oral argument for the residents' motion to intervene and the motion to dismiss for October 27, 2021. The City of Troy filed its Motion to Dismiss Plaintiff's Amended Complaint, which was granted by the Court on November 17, 2021. Plaintiff subsequently filed a Claim of Appeal with the Court of Appeals, which is in the process of being perfected. Plaintiff is continuing to complete the preliminary matters in the Court of Appeals. Plaintiff filed his Brief on Appeal on May 18, 2022. The City's Brief on Appeal is due on July 15, 2022. The City timely filed its Brief on Appeal, and the parties are waiting for the Court to schedule argument. The parties are still waiting for the Court of Appeals to schedule oral argument or in the alternative, issue its opinion in lieu of holding oral argument. The Court of Appeals scheduled oral argument for April 5, 2023. **The Court of Appeals affirmed the lower court's dismissal of the claims against the City. Plaintiff filed a timely application for leave to appeal with the Michigan Supreme Court. The City timely filed its Answer to Plaintiff's Application for Leave to Appeal.**

### C. EMINENT DOMAIN CASES

These are cases in which the City wishes to acquire property for a public improvement and the property owner wishes to contest either the necessity or the compensation offered. In cases where only the compensation is challenged, the City obtains possession of the property almost immediately, which allows for major projects to be completed.

**There are no pending eminent domain cases for this quarter.**

### D. CIVIL RIGHTS CASES

These are cases that are generally filed in the federal courts, under 42 U.S.C. Section 1983. In these cases, the Plaintiffs argue that the City and/or police officers of the City of Troy somehow violated their civil rights.

1. Gillman v. Troy et. al - Steven Gillman filed this lawsuit on November 29, 2021, as the Personal Representative of the Estate of Megan Miller. Ms. Miller died after being detained in the City's lock up facility on an alleged parole violation and also because Troy police officers



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wanted to speak with her about the death of her infant child. The Complaint alleges that while Miller was in custody, the City and its employee knew or should have known that she was suffering from a serious medical need associated with recent drug use. The Complaint alleges that the City and its employee were deliberately indifferent to Miller's serious medical needs, and that the City maintained an unconstitutional custom, policy, practice or custom and/or inadequately trained its personnel which resulted in the wrongful death of Miller while she was in the City's custody. Plaintiff's 42 U.S.C. Section 1983 claims are asserted under the Eighth and Fourteenth Amendments of the United States Constitution. Plaintiff also asserts a state law claim against the individual employee for alleged gross negligence. The City timely filed its answer to the Complaint. The Court held a scheduling conference and the parties are engaging in the discovery process. The discovery process continues. Discovery continues. Plaintiff filed a Motion to Extend Discovery which was granted by the Court, so discovery continues and depositions have been scheduled. Discovery closed in this matter on February 10, 2023. The City timely filed its Motion for Summary Judgment on February 17, 2023. **The parties are waiting for the Court to issue an opinion in this matter. The Court also issued a new scheduling order in this case moving trial to March of 2024.**

### **E. PERSONAL INJURY AND DAMAGE CASES**

These are cases in which the Plaintiff claims that the City or City employees were negligent in some manner that caused injuries and/or property damage. The City enjoys governmental immunity from ordinary negligence, unless the case falls within one of four exceptions to governmental immunity: a) defective highway exception, which includes sidewalks and road way claims; b) public building exception, which imposes liability only when injuries are caused by a defect in a public building; c) motor vehicle exception, which imposes liability when an employee is negligent when operating their vehicle; d) proprietary exception, where liability is imposed when an activity is conducted primarily to create a profit, and the activity somehow causes injury or damage to another; e) trespass nuisance exception, which imposes liability for the flooding cases.

1. Tschirhart v. Troy - Plaintiff filed this wrongful death lawsuit against the City, claiming that the City and individual City employees and contractors were responsible for the drowning death of Plaintiff's son, Shaun Tschirhart, at the Community Center pool on April 15, 2015. Shaun was swimming in the pool that day as part of a Friendship Club activity, and unfortunately suffered a seizure while swimming. Plaintiff's complaint alleges gross negligence, and an alleged failure to properly screen, train, and supervise City employees. The case is assigned to Oakland County Circuit Court Judge Daniel O'Brien. As its first responsive pleading, the City filed a motion for dismissal, arguing that Plaintiff had failed to assert a viable claim against the City. This motion is pending before the Court. The Court denied the City's motion, and the City immediately filed a claim of appeal with the Michigan Court of Appeals, challenging the denial of governmental immunity. A timely brief on appeal will be filed once the Court issues a briefing schedule. The City's brief on appeal is due February 7, 2019. A timely brief on appeal was filed by the City of Troy Defendants. Plaintiff's brief on appeal is expected to be filed by April 12, 2019. The briefs have been submitted, and the parties are waiting for the Court to schedule oral argument. Oral argument was held on



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December 6, 2019 in the Court of Appeals. On December 17, 2019, the Court issued an Opinion and Order reversing the trial court's decision, agreeing with the City that summary disposition should have been granted to the City of Troy and the individually named Troy defendants. The Court, however, remanded the case to the trial court, allowing Plaintiff an opportunity to seek leave to amend her Complaint. Plaintiff filed an application for leave to appeal with the Michigan Supreme Court. The parties anticipate that oral argument will be scheduled for March or April 2021. The Michigan Supreme Court did not schedule this matter for its March, April, or May docket, so the parties are hoping that oral argument on the application will happen in June 2021. The parties are still waiting for the Michigan Supreme Court to schedule oral argument in this matter. The Michigan Supreme Court scheduled oral arguments for November 9. The Supreme Court issued its opinion, remanding this case back to the Oakland County Circuit Court for a decision consistent with part of the Court of Appeals' decision. Plaintiff filed a motion in Oakland County Circuit Court to lift the stay entered in this matter which was granted by the Court on March 23, 2022. Subsequently, Plaintiff filed a motion seeking leave to file an amended Complaint in this matter. The City filed a motion opposing this request. The Court will hear oral argument on this motion on April 20, 2022. On April 20, 2022, the Court denied plaintiff's motion seeking leave to amend the Complaint, dismissing the case. Plaintiff filed an appeal of this decision. Plaintiff filed a motion to extend the time for filing the brief on appeal with the Court of Appeals, and then timely filed her appellate brief on September 23, 2022. The City will file a timely Brief on Appeal. The City timely filed its Brief on Appeal, and the parties are waiting for the Court of Appeals to schedule oral argument. The Court of Appeals scheduled oral argument for May 2, 2023. **The Court of Appeals reversed the lower court's decision and remanded the case to the Oakland County Circuit Court to permit Plaintiff to file an Amended Complaint.**

2. Angela Blanchard v. City of Troy, et al. – Plaintiff filed a lawsuit against the City and an individual police officer, alleging that she sustained injuries from an automobile accident. The officer driving approximately 10 mph through the intersection crossing Big Beaver Road, in pursuit of another speeding vehicle. Although he activated his overhead lights, there was a collision with Plaintiff's vehicle. Plaintiff alleges negligence and gross negligence, and damages in excess of \$25,000. The case is assigned to Oakland County Circuit Court Judge Jeffrey S. Matis. The City timely filed its answer to the complaint and asserted affirmative defenses. **The parties are currently engaged in discovery.**

### F. MISCELLANEOUS CASES

1. Michigan Association of Home Builders; Associated Builders and Contractors of Michigan; and Michigan Plumbing and Mechanical Contractors Association v. City of Troy - The Plaintiffs filed a complaint for Declaratory and Injunctive Relief in the Oakland County Circuit. On the date of filing the Plaintiffs also filed a Motion for Preliminary Injunction and Order to Show Cause. The Plaintiffs allege that the City of Troy has violated Section 22 of Michigan's Stille-DeRossett Hale Single State





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Construction Code Act by collecting fees for building department services that are not reasonably related to the cost of providing building department services. They are alleging that the City of Troy has illegally entered into a contract with Safe Built of Michigan, Inc. for building services that provides that 20% of each building permit fee be returned to the City to cover services that are not “reasonably related to the cost of building department services,” as required by state statute. The Plaintiffs also assert a violation of the Headlee Amendment, arguing that the 20% returned to the City is a disguised tax that was not approved by voters. The Plaintiffs are asking for a declaratory judgment, as well as a return of any “surplus” building department service funds collected to date. Plaintiffs also request an order requiring the City to reduce its building department fees. The City of Troy was served with the Complaint and the Motion for Preliminary Injunction and Order for Show Cause on Wednesday, December 15, 2010. The parties were required to appear at Court on Wednesday, December 22, 2010, but the Court did not take any action at that time. Instead, the Court adjourned the matter to January 19, 2011. In the interim, the parties may engage in preliminary discovery in an attempt to resolve this matter. The parties are conducting discovery. The parties have completed discovery. Trial in this matter is scheduled for January 30, 2012. After being presented with motions for summary disposition, the Court ordered the parties to engage in mediation with a neutral municipal audit professional. Financial documents concerning this case are now being reviewed by an independent CPA. It is expected that the April 19, 2012 trial date will be postponed until after this review is complete. Mediation was unsuccessful in resolving this case, and therefore the Court is expected to issue an order on the pending Summary Disposition Motions. The trial date has been adjourned. On November 13, 2012, Oakland County Circuit Court Judge Shalina Kumar issued her order in favor of the City, and dismissed this case. Plaintiffs filed an appeal, which is now pending in the Michigan Court of Appeals. Appellant’s brief is expected to be filed soon. The parties timely filed their appellate briefs, and are now waiting for the Court of Appeals to schedule a date for oral argument. The Court of Appeals has not yet scheduled oral argument for this case. The parties are still waiting for a date for oral argument. Oral argument was held on March 4, 2014. On March 13, 2014, the Court of Appeals issued its opinion ruling in the City’s favor and affirming the Circuit Court’s decision dismissing the case. On April 23, 2014, Plaintiff Home Builders filed an Application for Leave to Appeal with the Michigan Supreme Court. Troy’s response was filed on May 19, 2014. The Michigan Supreme Court considered the application for leave to appeal and ordered that the matter be scheduled for oral argument. The Court also permitted the parties to submit supplemental briefs, which are due October 29, 2014. The City timely filed its supplemental brief with the Michigan Supreme Court. The parties are now waiting for the Court to set a date for oral argument on the application. The Michigan Supreme Court entertained oral arguments on the application for leave to appeal on March 11, 2015. On June 4, 2015, the Michigan Supreme Court reversed the decisions of the Court of Appeals and the Circuit Court and ruled there was no requirement for Plaintiffs to exhaust their administrative remedies. The case was remanded to Circuit Court for further proceedings. A status conference was held on June 18, 2015 with Judge Kumar. During the status





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conference, Judge Kumar scheduled a hearing for September 2, 2015, allowing the parties to address the issues that were previously raised in the motion for summary disposition but were not decided since the case was initially dismissed for failure to exhaust administrative remedies. At the hearing on September 2, 2015, Judge Kumar allowed Plaintiffs to request additional discovery within 30 days. Thereafter, both parties are allowed to file supplemental briefs. Supplemental briefs have been filed and we are awaiting a decision. On February 5, 2015, Judge Kumar issued her opinion and order ruling in favor of the City and dismissing the case. Plaintiffs filed a Claim of Appeal with the Michigan Court of Appeals on February 23, 2016. The Plaintiffs and the City have both filed appellate briefs. Based on our request, the Michigan Municipal League Legal Defense Fund, Public Corporations Section of the State Bar of Michigan, Michigan Townships Association and also Safe Built have filed a motion asking for permission to file amicus briefs supporting the City's position. The Michigan Association of Realtors has sought permission to file an amicus brief supporting Plaintiffs' position. The Plaintiffs filed a reply brief. We are waiting for the Court of Appeals to rule on the motions for amicus briefs and to schedule a date for oral argument. Oral argument has not yet been scheduled. The parties presented oral arguments on September 7, 2017. On September 28, 2017, the Court of Appeals entered a two to one decision affirming the Circuit Court's grant of summary disposition in favor of the City. The Plaintiffs have filed an application for leave to appeal to the Michigan Supreme Court. The City timely filed an answer to the application. Additionally, the Michigan Municipal League's Legal Defense Fund, the Government Law Section of the State Bar of Michigan, and the Michigan Townships Association filed a motion to file an amicus curiae brief with the Supreme Court, supporting the City's position and asking for a denial of the application for leave to appeal. The Court granted the request for MML's amicus brief on January 5, 2018, and the brief was accepted for filing. The Michigan Realtor's Association filed a motion to file an amicus brief on behalf of Plaintiff Home Builders on February 23, 2018. On June 20, 2018, the Michigan Supreme Court entered an order granting the Michigan Realtor's Association's motion to file a brief amicus curiae. The Court also ordered that oral arguments be scheduled on Plaintiff's application for leave to appeal, and established a schedule for submitting supplemental written briefs. The Court accepted an amicus brief from the Michigan Health and Hospital Association and the Michigan Society of Association Executives, which was drafted by the attorney representing the Home Builders. The parties are now waiting for the Supreme Court to schedule oral argument. On December 19, 2018, the Michigan Manufacturers Association filed a motion to file a brief amicus curiae, and attached its proposed brief to the motion. On December 21, 2018, the Supreme Court granted the motion and accepted the brief that was submitted on December 19, 2018 for filing. The Michigan Supreme Court presided over the oral argument on March 7, 2019. After oral argument, the Court granted a motion to file a late amicus curiae brief. The City filed a response seeking to address the arguments raised in that brief and attached a proposed response. On April 5, 2019, the Court granted the City's motion to file a response to the amicus curiae brief and accepted the City's response for filing. The parties are now waiting for the Supreme Court to issue its opinion. On July 11, 2019, the Michigan Supreme Court



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entered its decision holding that the use of the revenue generated by the City's building inspection fees to pay the Building Department's budgetary shortfalls in previous year's violates the State Construction Code Act. The Court reversed the decisions of the Court of Appeals and the Circuit Court and remanded the case back to the Circuit Court for further proceedings. On remand the City can still present evidence to justify the retention of a portion of the fees. The Court permitted additional discovery, as requested by Plaintiff, and the City has responded to the numerous discovery requests. The Plaintiffs sought additional discovery, which the City objected to. The Plaintiffs then filed a motion to compel additional discovery and the City filed a response to the motion. The parties resolved the motion without a hearing with a stipulated order in which the City agreed to provide some additional information, which has now been provided. The Plaintiffs have now indicated they would like to take some depositions. Because of the Emergency Declaration, and the difficulty in conducting depositions, Plaintiff filed a motion to extend the discovery deadline, and the City has not objected to this Motion. The Court has scheduled a new trial date. Plaintiffs filed a motion for summary disposition. The Court issued a scheduling order, requiring the City to respond on or before November 18, 2020, and scheduling the hearing for December 2. Oral argument was held on the summary disposition motion on December 2<sup>nd</sup>. We are awaiting a decision from the Court. The Court granted Plaintiffs' motion to file supplemental information. Plaintiffs then filed a supplementary brief, and the City filed its response. We are awaiting a decision by the Court on the summary disposition motion. On May 26, 2021, the Court entered its opinion and order denying both requests for summary disposition. The Court ruled that the Michigan Association of Home Builders had standing to pursue a claim under the Headlee Amendment but it dismissed the Headlee Amendment claims of Associated Builders and Contractors of Michigan and Michigan Plumbing and Mechanical Contractors Association on the basis those Plaintiffs did not establish standing. The case will now proceed to trial unless otherwise resolved through facilitation. The Court has scheduled a status conference for June 30<sup>th</sup>. The Court ordered facilitation, which was unsuccessfully accomplished on September 15, 2021. The Court also allowed the Plaintiff to take a late deposition of the City's Chief Financial Officer Rob Maleszyk, who was not employed during by the City prior to the discovery cut-off date. The case will now proceed to trial, and the Court has scheduled a status conference for October 19, 2021. The Court adjourned the status conference to November 2, 2021 and subsequently adjourned it to January 14, 2022. The case was re-assigned to visiting Judge Sosnick since Judge Kumar was appointed to serve as a Judge in Federal Court. The status conference was then adjourned to March 1, 2022. However, the case was then re-assigned to the newly appointed Judge Cohen and the status conference was rescheduled for April 5, 2022. On April 5, 2022, Judge Cohen held a status conference, and he scheduled trial for August 2, 2022. The trial commenced on August 2, 2022 and the testimony was concluded on August 3, 2022. Rather than hear closing arguments, the Court directed the parties to submit closing argument briefs within two weeks after a transcript of the testimony is prepared. The Court reporter has notified the parties the transcript will not be available until late October, 2022. The transcript of the trial was filed with the Court, and the parties were then required to simultaneously file written closing arguments, which were timely filed.



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Afterwards, the City filed a motion asking for permission to file a supplemental response to Plaintiff's closing argument and the Plaintiff opposed that motion. On November 30<sup>th</sup>, Judge Cohen granted the City's motion, and allowed Plaintiff to file a supplemental response too, and these were timely filed. We are now awaiting a decision from the Court. On February 2, 2023, Judge Cohen issued his opinion and order after bench trial. He found in favor of the Plaintiff on its Construction Code claim and enjoined the City from considering the work of non-building department employees in the calculation of building department expenses when determining what to charge for building permits. However, the Court ruled in favor of the City on Plaintiff's Headlee Amendment claim and ruled the Plaintiff did not establish standing and dismissed that claim. Plaintiff then filed a motion to amend the judgment or for a new trial, and the City responded. The trial Court denied Plaintiff's motion. On March 2, 2023, Plaintiff filed a claim of Appeal in the Michigan Court of Appeals appealing Judge Cohen's decision to dismiss Plaintiff's Headlee Amendment Claim and his denial of the motion to amend judgment. On March 9, 2023, the City filed a Claim of Cross Appeal appealing the previous decision of Judge Kumar denying the City's request for summary disposition and Judge Cohen's decision finding in favor of Plaintiff on the Construction Code claim.

2. R.W. Development, LLC and Stutz Investment v. City of Troy, et al. – Plaintiff R W Development filed this re-plat lawsuit in Oakland County Circuit Court, and it has been assigned to Judge Daniel P. O'Brien. As required by State Law, all parties with property interests within 300 feet of the proposed re-plated area are required to be named as defendants unless they provide written consent to the requested re-plat. Plaintiff is proposing new development at 1700 Stutz, in the City of Troy. The proposed re-plat seeks to vacate an easement for public utilities and vehicular access over the most westerly 40 feet and northerly 50 feet of the property. The vacation is necessary in order for Plaintiff to proceed with its proposed development. Plaintiff has been obtaining consents to the plat revision from some of the co-defendants, and the City Council will be asked to take action in January 2023 on the requested re-plat and vacation of the public utility easement. Plaintiff has experienced some delays in seeking relief from the State of Michigan. **On May 3, 2023, the Court entered an order vacating the easement and dismissing the City of Troy only.**
3. Harden v City of Troy- This is a claim and delivery action seeking the return of three handguns that were turned over to the Troy Police Department as a condition of bond after Plaintiff was charged with domestic assault. The City filed an answer to the complaint, and an answer to Plaintiff's motion seeking immediate possession of the firearms. At the March 29, 2023 scheduled hearing on the motion for immediate possession, 52-4 District Judge Kirsten Nielsen Hartig rescheduled the case for hearing on April 19, 2023, since there was not enough time to conduct a full hearing on that day. **On May 9, 2023, a consent order was entered allowing the guns to be returned to a third party. This case is now concluded.**
4. Dozier-Giles v City of Troy- This is claim and delivery action seeking the return of a firearm that was confiscated by Troy police officers when they responded to a welfare



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check on Plaintiff after she sent disturbing text messages to her friend. The City filed an answer to the complaint, and an answer to Plaintiff's motion seeking immediate possession of the firearm. At the March 29, 2023 hearing on the motion for immediate possession, 52-4 District Judge Kirsten Nielsen Hartig adjourned the hearing until April 19, 2023 to allow the parties an opportunity to work out a resolution. **On April 19, 2023, a consent order was entered allowing the firearm to be returned to a third party. This case is now concluded.**

5. **Rogers v City of Troy-** This is a claim and delivery action seeking the return of a handgun that that was confiscated when Plaintiff was arrested for operating a vehicle while intoxicated and carrying a concealed pistol while intoxicated. The City filed an answer to the complaint, and an answer to Plaintiff's motion seeking immediate possession of the firearm. The Court scheduled a hearing on the motion for immediate possession for June 21, 2023 before 52-4 District Judge Maureen M. McGinnis. On June 21, 2023, the Court denied Defendant's motion for immediate possession and scheduled a pretrial conference for July 12, 2023.
6. **Compton v City of Troy-** This is a claim and delivery action seeking the return of a handgun that that was confiscated when Plaintiff was arrested for unlawfully possessing a concealed pistol in a vehicle. The City filed an answer to the complaint, and an answer to Plaintiff's motion seeking immediate possession of the firearm. The Court scheduled a hearing on the motion for immediate possession for June 21, 2023 before 52-4 District Judge Kirsten Nielsen Hartig. On June 21, 2023, the Court adjourned the hearing on Plaintiff's motion to allow the parties to discuss a possible resolution. The hearing on the motion was rescheduled for July 12, 2023.

### **G. CRIMINAL APPEALS/ DISTRICT COURT APPEALS**

These are cases involving an appeal from a decision of the 52-4 District Court in an ordinance prosecution case.

There are no pending criminal appeals or district court appeals.

### **H. ADMINISTRATIVE PROCEEDINGS**

The City Attorney's Office has filed appearances in eleven Tax Tribunal cases which challenge the City Assessor's determinations for the 2022 Tax Year. Many of these cases are scheduled for hearings.

If you have any questions concerning these cases, please let us know.

**Beth L Tashnick**

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**Subject:** FW: Thank you**From:** Aubin Whitmer**Sent:** Friday, July 28, 2023 8:55 AM**To:** Amy L Campeau; Dave Sobczak; Brian Goul**Subject:** Thank you

**CAUTION:** This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Amy,

Today is [REDACTED] last day of summer camp for the summer. I wanted to send you a quick note to thank you and the whole camp team for such a great summer. Your camp has been such a bright spot in our family and for [REDACTED]

My husband and I have appreciated the before and after care, as we both work full-time. We have appreciated the organization of the camps, the great supervision, the activities and the overall positivity of the counselors. I can't tell you how much having such a kind and supportive group of counselors takes weight off our family.

[REDACTED] has attended other camps in the area and yours, by far, has been the most organized, supportive and nurturing. [REDACTED] has thrived at your camp. He's an amazing kiddo. He's smart, loving, funny, happy and loves life! But, [REDACTED] does have some challenges he is working through. He was diagnosed with ADHD, primarily due to a traumatic birth and lack of oxygen at birth. He attends therapy twice/ week and takes ADHD medication. We are very proactive and have done everything recommended to support him. He does still struggle with anxiety, rejection sensitivity and impulse control. Other camps he attended resulted in some difficulties and behavior issues largely related to lack of supervision or lack of understanding of what he needs. Those incidents were super stressful on him and our family. But nothing like that happened at Troy Rec.

I'm not sure if you all realize what an impact your camp and your staff can have on a family or a child, but I wanted to email to let you know. Your work organizing this camp and the team who run it day to day make a HUGE difference and impact in the lives of the children and families that you serve. Your work is important and necessary. It's not just a "camp." What you do is provide a home away from home for the most important person in our lives. You provide discipline, structure, boundaries, patience, fun, kindness, nurturing and support.

You are all so appreciated. Your dedication and commitment to providing safe and engaging activities for the kids of the Troy area is appreciated and recognized. We live in Auburn Hills and due to lack of staffing Auburn Hills had to cancel their camps this summer. Being able to utilize the camp at Troy recreation has been a huge blessing to our family. There are just not enough thank yous or words of appreciation I can offer.

Your camp has been a true support to our family, not just to [REDACTED]



Thank you again for such a great summer. We will be putting it on our calendar today for camp sign up next spring so we don't miss the opportunity to sign him up again next summer!

Sincerely,

Aubin Whitmer and David Sobczak  
(Parents of [REDACTED])

CITY MANAGER  
CITY OF TROY, OAKLAND COUNTY  
500 W. BIG BEAVER ROAD  
TROY, MI 48084

**STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION  
NOTICE OF HEARING  
FOR THE GAS CUSTOMERS OF  
DTE GAS COMPANY  
CASE NO. U-21065**

- DTE Gas Company requests Michigan Public Service Commission's approval for a Gas Cost Recovery Reconciliation proceeding for the 12 months ending March 31, 2023.
- The information below describes how a person may participate in this case.
- You may call or write DTE Gas Company, One Energy Plaza, Detroit, MI 48226, (800) 477-4747, for a free copy of its application. Any person may review the documents at the offices of DTE Gas Company or on the Commission's website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets).
- A pre-hearing will be held:

**DATE/TIME:** Thursday, August 24, 2023 at 9:30 AM

**BEFORE:** Administrative Law Judge Katherine Talbot

**LOCATION:** Video/Teleconferencing

**PARTICIPATION:** Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8096, or by email at [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov) in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Gas Company's (DTE Gas) June 28, 2023 application requesting the Commission to approve: 1) the reconciliation of DTE Gas's Gas Cost Recovery (GCR) plan for the twelve-month period ending March 31, 2023; 2) DTE Gas's GCR customers' revenues of \$638.2 million inclusive of Reservation Charge revenues, its Net Recoverable Costs of \$642.9 million inclusive of approximately \$49.9 million under-recovery related to 2021-2022 GCR and expenses, combined with \$1.4 million of interest from 2022-2023 GCR, to result in a net under-recovery of \$ 6.1 million for GCR customers that was incurred through reasonable and prudent actions; 2) DTE Gas's Gas Cost Choice (GCC) customers Reservation Charge revenues of \$3.26 million for the twelve-month period ending March 31, 2023, GCC customers' \$4.8 million in reservation expense, the roll-in of approximately \$1.8 million related to the GCC customers' 2021-2022 reconciliation, plus \$0.06 million of interest expense combine to result in a net GCC customer over-recovery of \$0.3 million; 3) that the calculated amount of DTE Gas's underrecoveries, together with interest, is correct, and that the disposition of that amount is consistent with the intent and in accordance with the guidelines established by the Commission in its Orders; and 4) DTE Gas such other relief as deemed necessary.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets). Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov).

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by August 17, 2023. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Gas Company's attorney, Carlton D. Watson, One Energy Plaza, Detroit, MI 48226.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21065**. Statements may be emailed to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

The Utility Consumer Representation Fund has been created for the purpose of aiding in the representation of residential utility customers in various Commission proceedings. Contact the Chairperson, Utility Consumer Participation Board, Department of Licensing and Regulatory Affairs, P.O. Box 30004, Lansing, Michigan 48909, for more information.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6h et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

U-21065

CITY MANAGER  
CITY OF TROY, OAKLAND COUNTY  
500 W. BIG BEAVER ROAD  
TROY, MI 48084

**STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION NOTICE  
OF HEARING  
FOR THE ELECTRIC AND GAS CUSTOMERS OF  
DTE ENERGY COMPANY  
CASE NO. U-21313**

- DTE Electric Company and DTE Gas Company requests Michigan Public Service Commission requesting approval of the reconciliation of DTE's Energy Waste Reduction plan, for the plan year 2022, and authority to implement Energy Waste Reduction surcharges, and other related relief.
- The information below describes how a person may participate in this case.
- You may call or write DTE Energy Company, One Energy Plaza, Detroit, MI 48226, 313-235-8000 for a free copy of its application. Any person may review the documents at the offices of DTE Energy Company or on the Commission's website at: [michigan.gov/mpscedockets](https://michigan.gov/mpscedockets).
- A pre-hearing will be held:

**DATE/TIME:** Tuesday, August 15, 2023 at 10:00 AM

**BEFORE:** Administrative Law Judge Sally Wallace

**LOCATION:** Video/Teleconferencing

**PARTICIPATION:** Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8096, or by email at [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov) in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Electric Company and DTE Gas Company's (DTE) June 16, 2023 application requesting the Commission to: 1) determine that DTE's reconciliations for its 2022 Energy Waste Reduction plan year is just and reasonable, and that they meet all relevant requirements of Act 295 as amended by Act 342; 2) approve DTE's reconciliations for the 2022 EWR plan year, the performance incentives, and the associated proposed tariffs; 3) approve the necessary accounting authority as proposed by DTE; and 4) grant DTE other and further relief as deemed necessary.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets). Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov).

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by August 8, 2023. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Energy Company's attorney, Breanne K. Reitzel, One Energy Plaza, Detroit, MI 48226.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21313**. Statements may be emailed to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 2008 PA 295, as amended, MCL 460.1001 et seq., and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

U-21313



CITY MANAGER  
CITY OF TROY, OAKLAND COUNTY  
500 W. BIG BEAVER ROAD  
TROY, MI 48084

**STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION NOTICE  
OF HEARING  
FOR THE ELECTRIC AND GAS CUSTOMERS OF  
DTE ENERGY COMPANY  
CASE NO. U-21322**

- DTE Electric Company and DTE Gas Company requests Michigan Public Service Commission for approval of their Energy Waste Reduction Plans pursuant to MCL 460.1001 et seq. (2008 PA 295, the Michigan Clean, Renewable, and Efficient Energy Act as amended by 2016 PA 342), and authority to implement EWR surcharges, and other related relief.
- The information below describes how a person may participate in this case.
- You may call or write DTE Energy Company, One Energy Plaza, Detroit, MI 48226, 313-235-8000 for a free copy of its application. Any person may review the documents at the offices of DTE Energy Company or on the Commission's website at: [michigan.gov/mpscdockets](http://michigan.gov/mpscdockets).
- A pre-hearing will be held:

**DATE/TIME:** Thursday, August 17, 2023 at 10:00 AM

**BEFORE:** Administrative Law Judge Sally Wallace

**LOCATION:** Video/Teleconferencing

**PARTICIPATION:** Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8096, or by email at [mpscdockets@michigan.gov](mailto:mpscdockets@michigan.gov) in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Electric Company and DTE Gas Company's (DTE) June 29, 2023 application requesting the Commission to: 1) determine that DTE's Energy Waste Reduction (EWR) Plans are reasonable and prudent, and that they meet all relevant requirements of Act 295, as amended by PA 342; 2) approve the proposed 2024-2025 EWR Plan surcharges and the Performance Incentive Mechanisms; 3) approve the necessary accounting authority as proposed by DTE; and 4) grant other and further relief as is deemed necessary by the Commission.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: [michigan.gov/mpscdockets](http://michigan.gov/mpscdockets). Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: [mpscdockets@michigan.gov](mailto:mpscdockets@michigan.gov). If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: [mpscdockets@michigan.gov](mailto:mpscdockets@michigan.gov).

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by August 10, 2023. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Energy Company's attorney, Breanne K. Reitzel, One Energy Plaza, Detroit, MI 48226.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21322**. Statements may be emailed to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 2008 PA 295, as amended, MCL 460.1001 et seq., and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

U-21322

CITY CLERK  
CITY OF TROY  
500 W. BIG BEAVER ROAD  
TROY, MI 48084

**STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION NOTICE  
OF HEARING  
FOR THE ELECTRIC CUSTOMERS OF  
DTE ELECTRIC COMPANY  
CASE NO. U-21403**

- DTE Electric Company requests Michigan Public Service Commission's approval for reconciliation of its 2022 demand response program costs.
- The information below describes how a person may participate in this case.
- You may call or write DTE Electric Company, One Energy Plaza, Detroit, MI 48226, (800) 477-4747, for a free copy of its application. Any person may review the documents at the offices of DTE Electric Company or on the Commission's website at: [michigan.gov/mpscdockets](https://michigan.gov/mpscdockets).
- A pre-hearing will be held:

**DATE/TIME:** Thursday, August 24, 2023 at 10:00 AM

**BEFORE:** Administrative Law Judge Katherine Talbot

**LOCATION:** Video/Teleconferencing

**PARTICIPATION:** Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8096, or by email at [mpscdockets@michigan.gov](mailto:mpscdockets@michigan.gov) in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Electric Company's (DTE Electric) June 29, 2023 application requesting the Commission to: 1) approve DTE Electric's 2022 Demand Response (DR) reconciliation capital expenditures and operations & maintenance expenses incurred, as proposed, in the amounts authorized in the Commission's Order in Case Nos. U-20561 and U-20836; 2) approve that the resulting revenue requirement difference of \$3,995,481 for the year 2022 be booked as a regulatory asset that shall be included in DTE Electric's next general rate case; 3) approve DTE Electric's proposal for recovery of the financial incentive mechanism in the amount of \$633,281 for 2022; 4) approve any other proposal discussed in the filed testimonies; and 5) grant DTE Electric further additional relief and authority as the Commission may deem necessary.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets). Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov).

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by August 17, 2023. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric Company's attorney, Breanne K. Reitzel, One Energy Plaza, Detroit, MI 48226.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21403**. Statements may be emailed to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.