



TROY CITY COUNCIL

REGULAR MEETING AGENDA

SEPTEMBER 11, 2023

CONVENING AT 7:30 P.M.

**Submitted By
The City Manager**

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



500 West Big Beaver
Troy, MI 48084
troymi.gov

The Honorable Mayor and City Council Members

City of Troy
500 West Big Beaver
Troy, MI 48084

Dear Mayor and City Council Members:

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

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

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

Respectfully,

Mark F. Miller,
City Manager



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

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

Signed this 14th day of November, 2022.

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

Mayor Ethan Baker

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

Council Member Edna Abraham

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

Mayor Pro Tem Rebecca Chamberlain-Creanga

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

Council Member David Hamilton

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

Council Member Theresa Brooks

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

Council Member Ann Erickson Gault

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

Council Member Ellen Hodorek



CITY COUNCIL AGENDA

September 11, 2023 – 7:30 PM

City Council Chambers

500 W. Big Beaver Rd.

Troy, MI 48084

(248) 524-3316

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

or on Local Access Cable Channels

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

INVOCATION: Pastor Chris Brooks from Woodside Bible Church 1

PLEDGE OF ALLEGIANCE: 1

A. CALL TO ORDER: 1

B. ROLL CALL: 1

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS: 1

C-1 No Certificates of Recognition and Special Presentations 1

D. CARRYOVER ITEMS: 1

D-1 No Carryover Items 1

E. PUBLIC HEARINGS: 1

E-1 No Public Hearings 1

F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES: 1

G. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES: 2

H. POSTPONED ITEMS: 2

H-1 No Postponed Items 2

I. REGULAR BUSINESS: **2**

- I-1 Board and Committee Appointments: a) Mayoral Appointments – Local Development Finance Authority; b) City Council Appointments – Parks and Recreation Board 2
- I-2 Board and Committee Nominations: a) Mayoral Nominations – Brownfield Redevelopment Authority, Downtown Development Authority, Global Troy Advisory Committee, Local Development Finance Authority; b) City Council Nominations – Animal Control Appeal Board, Liquor Advisory Committee, Parks and Recreation Board, Traffic Committee 3
- I-3 No Closed Session Requested 11
- I-4 Bid Waiver – Community Center Fire Alarm System Upgrade *(Introduced by: Dennis Trantham, Facilities and Grounds Operations Manager)* 11
- I-5 Fireworks Permit – 2023 Saint Joseph Chaldean Catholic Church *(Introduced by: Pete Hullinger, Fire Chief)* 11

J. CONSENT AGENDA: **12**

- J-1a Approval of “J” Items NOT Removed for Discussion 12
- J-1b Address of “J” Items Removed for Discussion by City Council 12
- J-2 Approval of City Council Minutes 12
- a) City Council Minutes-Draft – August 21, 2023 13
- J-3 Proposed City of Troy Proclamations: None Submitted 13
- J-4 Standard Purchasing Resolutions: 13
- a) Standard Purchasing Resolution 4: Oakland County Extended Purchasing Contract – City Hall Exterior Maintenance and Repairs Phase II..... 13
- b) Standard Purchasing Resolution 4: Sourcewell Purchasing Cooperative – Vermeer Tree Stump Cutter Machine 13
- c) Standard Purchasing Resolution 4: MiDeaL Cooperative Purchase – High Availability SQL Server Cluster Licensing..... 13
- d) Standard Purchasing Resolution 5: Troy Public Library Adult Study Area Screen Purchase and Budget Amendment..... 14
- J-5 Local Critical Infrastructure Planning Grant – Amendment 14

| | | |
|------------------|---|-----------|
| J-6 | Private Agreement – Contract for Installation of Municipal Improvements – 5920 Livernois Office Building – Project No. 23.906.3 | 14 |
| J-7 | Private Agreement – Contract for Installation of Municipal Improvements – Ashton Parc Condominiums – Project No. 21.909.3 | 14 |
| J-8 | Request for Acceptance of a Permanent Easement from GFA Development, Inc. – Sidwell #88-20-22-176-007 | 15 |
| <u>K.</u> | <u>MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:</u> | 15 |
| K-1 | Announcement of Public Hearings: None Submitted | 15 |
| K-2 | Memorandums (Items submitted to City Council that may require consideration at some future point in time): None Submitted | 15 |
| <u>L.</u> | <u>PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:</u> | 15 |
| <u>M.</u> | <u>CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:</u> | 15 |
| <u>N.</u> | <u>COUNCIL REFERRALS:</u> | 15 |
| N-1 | No Council Referrals Submitted | 15 |
| <u>O.</u> | <u>REPORTS:</u> | 16 |
| O-1 | Minutes – Boards and Committees: | 16 |
| | a) Election Commission-Final – September 30, 2022..... | 16 |
| | b) Planning Commission-Final – August 8, 2023..... | 16 |
| O-2 | Department Reports: | 16 |
| | a) Capital Project Update – Fiscal Year 2024..... | 16 |
| | b) Cricket Field Update | 16 |
| O-3 | Letters of Appreciation: | 16 |
| | a) To the City of Troy from the Troy Historic Village for Sponsorship of the 2023 Troy Traffic Jam..... | 16 |

| | | |
|------------------|---|-----------|
| b) | To the Troy Downtown Development Authority from Troy Historic Village for Sponsorship of the 2023 Troy Traffic Jam | 16 |
| O-4 | Proposed Proclamations/Resolutions from Other Organizations: None Submitted | 16 |
| O-5 | Notice of Hearing for the Electric and Gas Customers of Consumers Energy Company Case No. U-21321 | 16 |
| O-6 | Notice of Hearing for the Gas Customers of Consumers Energy Company Case No. U-21063 | 16 |
| <u>P.</u> | <u>COUNCIL COMMENTS:</u> | 16 |
| P-1 | No Council Comments | 16 |
| <u>Q.</u> | <u>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):</u> | 16 |
| <u>R.</u> | <u>CLOSED SESSION</u> | 16 |
| R-1 | No Closed Session | 16 |
| <u>S.</u> | <u>ADJOURNMENT:</u> | 16 |
| | <u>2023 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:</u> | 17 |
| | December 2, 2023 Special Meeting – Troy Advance | 17 |
| | <u>2023 SCHEDULED REGULAR CITY COUNCIL MEETINGS:</u> | 17 |
| | September 18, 2023 Regular Meeting | 17 |
| | October 2, 2023 Regular Meeting | 17 |
| | October 16, 2023 Regular Meeting | 17 |
| | November 13, 2023 Regular Meeting | 17 |
| | November 20, 2023 Regular Meeting | 17 |
| | December 4, 2023 Regular Meeting | 17 |
| | December 11, 2023 Regular Meeting | 17 |

INVOCATION: Pastor Chris Brooks from Woodside Bible Church

PLEDGE OF ALLEGIANCE:

A. CALL TO ORDER:

B. ROLL CALL:

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

Excuse Absent Council Members:

Suggested Resolution

Resolution #2023-09-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____ at the Regular City Council of September 11, 2023, due to _____.

Yes:

No:

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:

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

Any person not a member of the City Council may address the Council with recognition of the Chair, after clearly stating the nature of his/her inquiry or comment. **NOTE TO THE PUBLIC:** *City Council requests that if you do have a question or concern, to bring it to the attention of the*

appropriate department(s) whenever possible. If you feel that the matter has not been resolved satisfactorily, you are encouraged to bring it to the attention of the City Manager, and if still not resolved satisfactorily, to the Mayor and Council.

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

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

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

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

H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:

I-1 Board and Committee Appointments: a) Mayoral Appointments – Local Development Finance Authority; b) City Council Appointments – Parks and Recreation Board

a) Mayoral Appointments:

Suggested Resolution
Resolution #2023-09-

Moved by
Seconded by

Local Development Finance Authority (LDFA)

Appointed by Mayor
5 Regular Members
Staggered 4 Year Term

Nominations to the Local Development Finance Authority (LDFA):

| | | |
|--|-----------------------------|------------------------|
| Term Expires: 6/30/2024 | Fabrice Smieliauskas | Resident Member |
| Term currently held by: Vacant – J. Sharp resigned 11/1/19 | | |

Yes:
No:

b) City Council Appointments:

Suggested Resolution
Resolution #2023-09-
Moved by
Seconded by

Parks and Recreation Board

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

Nominations to the Parks and Recreation Board:

| | | |
|---|------------------------|--|
| Term Expires: 7/31/2024 | Timothy Fulcher | Troy School District Representative |
| Term currently held by: Timothy Fulcher | | |

| | | |
|---|-------------------|----------------|
| Term Expires: 7/31/2024 | Aanya Shah | Student |
| Term currently held by: Aanya Shah (May be Reappointed) | | |

Yes:
No:

I-2 Board and Committee Nominations: a) Mayoral Nominations – Brownfield Redevelopment Authority, Downtown Development Authority, Global Troy Advisory Committee, Local Development Finance Authority; b) City Council Nominations – Animal Control Appeal Board, Liquor Advisory Committee, Parks and Recreation Board, Traffic Committee

a) Mayoral Nominations:

Suggested Resolution

Resolution #2023-09-

Moved by

Seconded by

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

Brownfield Redevelopment Authority

Appointed by Mayor

6 Regular Members

3 Year Term

Current Members:

| Last Name | First Name | App Res Expire | Appointment Expire | Notes 2 | 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 | Requests Reappointment |
| 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 | Requests Reappointment |
| 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

Term Expires: 9/30/2027**In District**

Term currently held by: Timothy Blair

Term Expires: 9/30/2027**In District**

Term currently held by: Marty Knollenberg

Term Expires: 9/30/2027**In District**

Term currently held by: David Stone

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 |

| | | | | |
|-----------|-------------|-----------|----------|-----------------------------------|
| 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 | |

Global Troy Advisory Committee

Appointed by Mayor
12 Regular Members
3 Year Term

Current Members:

| Last Name | First Name | App Res Expire | Appointment Expire | Notes 1 |
|--------------|------------|----------------|--------------------|----------------|
| Baker | Ethan | | 11/13/2023 | Council Member |
| Bica-Grodsky | Lisa | 9/23/2022 | 10/30/2023 | |
| Burrus | MiVida | 7/15/2018 | 10/30/2025 | |
| Cheriguene | Sadia | 10/20/2024 | 10/30/2023 | |
| Chezick | Edward | 12/20/2024 | 10/30/2025 | |
| Cicchini | Philippe | 4/13/2023 | 10/30/2023 | |
| Fakhoury | Awni | 9/28/2023 | 10/30/2024 | |
| Mohideen | Syeda | 9/28/2023 | 10/30/2024 | |
| Natcheva | Daniela | 11/8/2021 | 10/30/2025 | |
| Noguez-Ortiz | Carolina | 12/20/2024 | 10/30/2025 | |
| Sekhri | Suneel | 11/5/2023 | 10/30/2024 | |
| Zhou | Yudong | 12/7/2024 | 10/30/2025 | |

Nominations to the Global Troy Advisory Authority:

Term Expires: 7/31/2024

Term currently held by: Sharanya Swaminathan

Interested Applicants:

| Last Name | First Name | App Resume Expire | Notes 1 | Notes 2 |
|-----------|------------|-------------------|----------------|---------|
| Lee | Seojin | 4/21/2025 | Graduates 2026 | |

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 | | | 6/30/2027 | Resident Member | Nickolas Vitale resigned 7/17/21 (Term expired 6/30/2023) |

Nominations to the Local Development Finance Authority (LDFA):**Term Expires: 6/30/2027****Resident Member**

Term currently held by: Sandra Bachert

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

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

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 #2023-09-

Moved by

Seconded by

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

Animal Control Appeal Board

Appointed by Council

5 Regular Members

3 Year Term

Current Members:

| Last Name | First Name | App Res Expire | Appointment Expire | Notes 2 | Notes 3 |
|------------|--------------|----------------|--------------------|-----------------------------|------------------------|
| Abdullah | Neharunnessa | 1/19/2025 | 9/30/2024 | | |
| Catron | Tina | 3/8/2025 | 9/30/2025 | | |
| Dombrowski | Douglas | 5/2/2025 | 9/30/2023 | | No Reappointment |
| Petrulis | Al | 7/19/2023 | 9/30/2024 | Traffic Comm. exp 1/31/2026 | |
| Saeger | Jayne | 5/3/2025 | 9/30/2023 | | Requests Reappointment |

Nominations to the Animal Control Appeal Board:**Term Expires: 9/30/2026**

Term currently held by: Douglas Dombrowski

Term Expires: 9/30/2026

Term currently held by: Jayne Saeger

Interested Applicants:

No applications or resumes on file.

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:

| Last Name | First Name | App Resume Expire | Notes 1 |
|------------|------------|-------------------|---------|
| Kaltsounis | Andrew | 8/28/2025 | |

Parks and Recreation Board

Appointed by Council

7 Regular Members and 1 Troy School Board of Education Representative

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

Current Members:

| Last Name | First Name | App Res Expire | Appointment Expire | Notes 1 | Notes 3 |
|-----------|--------------|----------------|--------------------|------------------------------------|------------------------|
| Brady | Pamela | 4/20/2024 | 9/30/2025 | | |
| Brady | Michael | 10/4/2020 | 9/30/2024 | | |
| Colussi | Casey | 8/20/2022 | 9/30/2023 | | |
| Fulcher | Timothy | 4/27/2025 | 7/31/2024 | Troy School Board of Education Rep | Requests Reappointment |
| Gill | Jasper | 1/10/2024 | 9/30/2025 | | |
| Goul | Brian | | Rec Director | | |
| Martin | Kelly | 7/11/2021 | 9/30/2023 | | |
| Mudaliar | Vinodh Kumar | 3/2/2024 | 9/30/2025 | | |
| Shah | Aanya | 11/30/2023 | 7/31/2024 | Graduates 2024 | |
| Shepherd | John Chuck | 7/19/2023 | 9/30/2024 | | |

Nominations to the Parks and Recreation Board:

Term Expires: 9/30/2027

Term currently held by: Casey Colussi

Term Expires: 9/30/2027

Term currently held by: Kelly Martin

Interested Applicants:

| Last Name | First Name | App Resume Expire | Notes 2 |
|-------------|-------------|-------------------|---------------------------------|
| Emerson | Rosalyn | 7/20/2024 | |
| Faiz | Iqbal | 12/7/2024 | |
| Fox | Tyler | 6/15/2024 | |
| Gorishek | Paul | 6/14/2025 | |
| Hack | Kurt | 9/14/2024 | |
| Kadoura | Lailas | 9/24/2024 | |
| Kaltsounis | Andrew | 12/10/2023 | Liquor Adv. Comm. exp 1/31/2022 |
| Kenkre | Shama | 8/23/2024 | |
| Kornacki | Rosemary | 2/24/2025 | BRA exp 4/30/2023 |
| Malalahalli | Jayalakshmi | 12/15/2024 | |
| McGee | Timothy | 12/19/2024 | HDC exp 5/15/2024 |
| Mehta | Susheilla | 1/20/2025 | |
| Snyder | Margaret | 9/28/2023 | |
| Voglesong | Cheryl | 1/10/2024 | |
| Von Oeyen | Schuyler | 7/20/2024 | |

Traffic Committee

Appointed by Council

7 Regular Members

3 Year Term

Current Members:

| Last Name | First Name | App Res Expire | Appointment Expire | Notes 1 |
|-----------|------------|----------------|--------------------|--------------------------|
| Aggarwal | Deepti | 6/10/2023 | 7/31/2023 | Student - Graduates 2023 |
| Finlay | G. Scott | | Ex-Officio Member | |
| Hullinger | Peter | | Ex-Officio Member | |
| Kenkre | Shama | 8/23/2024 | 1/31/2025 | |
| Kilmer | Richard | 12/21/2024 | 1/31/2026 | |

| | | | |
|--------------|---------|------------|-------------------|
| Nastasi | Frank | | Ex-Officio Member |
| Nurak | Cindy | 1/28/2024 | 1/31/2025 |
| Petrulis | Al | 2/10/2025 | 1/31/2026 |
| Swaminathan | Abi | 3/6/2022 | 1/31/2024 |
| Wilsher | Cynthia | 2/4/2023 | 1/31/2024 |
| Ziegenfelder | Peter | 12/14/2024 | 1/31/2026 |

ACAB exp 9/30/2024

Nominations to the Traffic Committee:**Term Expires: 7/31/2023****Student**

Term currently held by: Deepti Aggarwal (graduated)

Interested Applicants:

| Last Name | First Name | App Resume Expire | Notes 1 |
|-----------|------------|-------------------|----------------|
| Jeeda | Swathi | 7/2/2025 | Graduates 2026 |
| Shah | Aanya | 11/30/2023 | Graduates 2024 |

Yes:

No:

I-3 No Closed Session Requested**I-4 Bid Waiver – Community Center Fire Alarm System Upgrade (Introduced by: Dennis Trantham, Facilities and Grounds Operations Manager)**Suggested Resolution

Resolution #2023-09-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **WAIVES** formal bidding procedures and **AWARDS** a contract to *Siemens Industry, Inc. of Plymouth, MI*, for the Community Center Fire Alarm System Upgrade for an estimated cost of \$80,802 at prices detailed in the proposal #22-6535416587, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

Yes:

No:

I-5 Fireworks Permit – 2023 Saint Joseph Chaldean Catholic Church (Introduced by: Pete Hullinger, Fire Chief)Suggested Resolution

Resolution #2023-09-
Moved by
Seconded by

Resolution A

RESOLVED, That Troy City Council hereby **DENIES** a firework permit to Saint Joseph Chaldean Catholic Church of Troy, Michigan, for the public display of fireworks during the annual Feast of the Cross, which is a Catholic holy day on Thursday, September 14, 2023.

OR

Resolution B

RESOLVED, That Troy City Council hereby **ISSUES** a firework permit to Saint Joseph Chaldean Catholic Church of Troy, Michigan, for the public display of fireworks during the annual Feast of the Cross, which is a Catholic holy day; fireworks to be discharged on Thursday, September 14, 2023, from 9:00PM to 9:20PM.

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

Yes:

No:

J. CONSENT AGENDA:

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

Resolution #2023-09-
Moved by
Seconded by

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

Yes:

No:

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

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

Resolution #2023-09-

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

- a) City Council Minutes-Draft – August 21, 2023

J-3 Proposed City of Troy Proclamations: None Submitted

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 4: Oakland County Extended Purchasing Contract – City Hall Exterior Maintenance and Repairs Phase II**

Suggested Resolution

Resolution #2023-09-

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *National Restoration of Milford, MI* for City Hall Exterior Maintenance and Repairs Phase II for an estimated cost of \$100,000 as detailed in the proposal per the Oakland County Extended Purchasing Contract #006325, 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.

- b) **Standard Purchasing Resolution 4: Sourcewell Purchasing Cooperative – Vermeer Tree Stump Cutter Machine**

Suggested Resolution

Resolution #2023-09-

RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase a Vermeer SC552 Tree Stump Cutter Machine from the authorized Michigan dealer; *Vermeer Midwest of Fowlerville, MI*, utilizing the Sourcewell Cooperative Purchasing Contract #031721-VRM for an estimated total cost of \$79,993.12; not to exceed budgetary limitations.

- c) **Standard Purchasing Resolution 4: MiDeaL Cooperative Purchase – High Availability SQL Server Cluster Licensing**

Suggested Resolution

Resolution #2023-09-

WHEREAS, The Information Technology Department utilizes Microsoft SQL Server 2016, which is nearing its end of life; and,

WHEREAS, An updated version would improve performance and offer the City live failover redundancy of its critical databases in the event of a server failure or disaster;

THEREFORE, BE IT RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **APPROVES** the purchase of two (2) Microsoft SQL Server Enterprise Core Edition - license & software assurance and two (2) Microsoft SQL Server Standard Core Edition - license & software assurance from *CDW-G of Vernon Hills, IL* through the Michigan Master Computer-MiDeal Purchasing Cooperative Contract # 071B6600110 for an estimated total cost of \$37,194.22.

d) Standard Purchasing Resolution 5: Troy Public Library Adult Study Area Screen Purchase and Budget Amendment

Suggested Resolution

Resolution #2023-09-

RESOLVED, That Troy City Council hereby **GRANTS** the authority to expend budgeted capital funds to *MDC Interior Solutions of Glendale Heights, IL* for the purchase of custom acoustic screens for an estimated cost of \$9,511.12. as detailed in the quote; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment in the amount of \$9,520.00 to the Library Capital Project Fund 401.790. 975.900.

J-5 Local Critical Infrastructure Planning Grant – Amendment

Suggested Resolution

Resolution #2023-09-

RESOLVED, That Troy City Council hereby **APPROVES** the Amendment to the Interlocal Agreement between the City of Troy and the Board of Commissioners of the County of Oakland for the Local Critical Infrastructure Planning Grant for the updates to the City's master sanitary sewer and storm sewer plans and the Mayor and City Clerk are **AUTHORIZED** to execute the amendment, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-6 Private Agreement – Contract for Installation of Municipal Improvements – 5920 Livernois Office Building – Project No. 23.906.3

Suggested Resolution

Resolution #2023-09-

RESOLVED, That Troy City Council hereby **APPROVES** the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and Eureka Building Company for the installation of Storm Sewer, Underground Detention System, Asphalt Parking Lot, Concrete Approach and Sidewalk, and the Mayor and City Clerk are **AUTHORIZED** to execute the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-7 Private Agreement – Contract for Installation of Municipal Improvements – Ashton Parc Condominiums – Project No. 21.909.3

Suggested Resolution
Resolution #2023-09-

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

J-8 Request for Acceptance of a Permanent Easement from GFA Development, Inc. – Sidwell #88-20-22-176-007

Suggested Resolution
Resolution #2023-09-

RESOLVED, That Troy City Council **ACCEPTS** a permanent easement for storm sewers and surface drainage from GFA Development, Inc., owner of the property having Sidwell #88-20-22-176-007.

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

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings: None Submitted

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

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

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

N. COUNCIL REFERRALS:

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

N-1 No Council Referrals Submitted

O. REPORTS:

O-1 Minutes – Boards and Committees:

- a) Election Commission-Final – September 30, 2022
 - b) Planning Commission-Final – August 8, 2023
-

O-2 Department Reports:

- a) Capital Project Update – Fiscal Year 2024
 - b) Cricket Field Update
-

O-3 Letters of Appreciation:

- a) To the City of Troy from the Troy Historic Village for Sponsorship of the 2023 Troy Traffic Jam
 - b) To the Troy Downtown Development Authority from Troy Historic Village for Sponsorship of the 2023 Troy Traffic Jam
-

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

O-5 Notice of Hearing for the Electric and Gas Customers of Consumers Energy Company Case No. U-21321

O-6 Notice of Hearing for the Gas Customers of Consumers Energy Company Case No. U-21063

P. COUNCIL COMMENTS:

P-1 No Council Comments

Q. PUBLIC COMMENT FOR ITEMS ON OR NOT ON THE AGENDA FROM MEMBERS OF THE PUBLIC OUTSIDE OF TROY (NOT RESIDENTS OF TROY AND NOT FROM TROY BUSINESSES):**R. CLOSED SESSION**

R-1 No Closed Session

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:

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: September 6, 2023

To: Mark 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: Bid Waiver – Community Center Fire Alarm System Upgrade (Introduced by: Dennis Trantham, Facilities and Grounds Operations Manager)

History

- The existing fire alarm devices at the Community Center have reached the end of their useful lives. The existing system operates on the old MXL platform that is no longer supported.
- The existing smoke and duct detectors operating on the MXL platform are no longer available and the lack of available ancillary devices has resulted in the purchase of used devices at inflated pricing.
- Troy City Council approved the replacement of the fire panel in 2018 (Resolution #2018-02-014-J-5).
- Siemens installed the original panel and will be used to upgrade the system.
- Switching manufacturers would result in having to replace the entire fire system equipment.
- This project is planned to minimize system downtime.

Purchasing

Siemens Industry, Inc. of Plymouth, MI is the sole source installation and service provider for the Community Center Fire Alarm System. In the best interest of the City, and in order to maintain the current fire alarm system equipment, it is being recommended the bid process be waived and the Fire Alarm System Upgrade be purchased directly from the manufacturer *Siemens Industry, Inc. of Plymouth, MI* as detailed in the attached proposal #22-6535416587.

Financial

Funds are budgeted and available in the Community Center Capital Fund under Project Number 2024C0055 for the 2024 fiscal year. Expenditures will be charged to account number 401.756.755.975.125.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Recommendation

City Management is requesting the bid process be waived and a contract be awarded to *Siemens Industry, Inc. of Plymouth, MI* for the Community Center Fire Alarm System Upgrade for an estimated cost of \$80,802 as detailed in the attached proposal #22-6535416587; not to exceed budgetary limitations.



Siemens Industry, Inc.
Building Technologies

45470 Commerce Center Dr.
Plymouth, MI 48170
Shelly DeSantis
shelly.desantis@siemens.com

586-484-5321 Mobile

| PROPOSAL SUBMITTED TO | | | | PROJECT INFORMATION | | | |
|-----------------------|--------------|------|--|---------------------|---|-------------------|---------------|
| COMPANY: | City of Troy | | | PROPOSAL DATE: | 8.24.23 | QUOTE ID: | 22-6535416587 |
| CONTACT: | Joe Lagarde | | | JOB NAME: | Troy Community Center Fire alarm device upgrade | | |
| ADDRESS: | | | | ADDRESS: | 3179 Livernois Rd | | |
| | Troy, MI | | | | Troy, MI | | |
| PHONE: | | FAX: | | ENGINEER: | Siemens Industry Inc. | | |
| EMAIL: | | | | DATE OF PLANS: | n/a | INCLUDED ADDENDA: | |

| PRICING (SEE NEXT PAGE FOR DETAILED SCOPE) | | | |
|--|---|--|-------------|
| INCLUDES NEW CONSTRUCTION USE TAX: | | | No |
| INCLUDES SALES TAX: | | | No |
| Initial to accept: | BASE BID ACCORDING TO PLANS & SPEC: | | \$80,802.00 |
| | VOLUNTARY ALTERNATE #1. FOR CODE MINIMUM ONLY, ADD: | | |

| REMARKS | |
|--|--|
| If supplying tax certificate, please enter tax certificate number: | |
| This proposal does not include installation, installation material, or any labor unless specified. Payment Terms are Net 30. The Terms and Conditions of Sale shown on the attached are a part hereof. Per project aggregate general liability insurance is excluded. Prices quoted are firm for 30 days. | |

| PROPOSED | | AGREED TO | |
|-----------------|------------------------|---|--|
| | | I have read the attached Terms & Conditions of Sale, understand them fully, and agree to abide by them. I understand that payment is due upon receipt of invoice. | |
| COMPANY NAME: | Siemens Industry, Inc. | COMPANY NAME: | |
| BY (sign here): | | BY (sign here): | |
| NAME (print): | Shelly DeSantis | NAME (print): | |
| TITLE: | Account Executive | TITLE: | |
| DATE: | 8.24.23 | DATE: | |

Scope of Work

Current Condition:

The existing Siemen fire system devices are old MXL platform. Smoke and duct detector are no longer available for service or replacement.

Scope of Work:

Provide material and technical services to upgrade the 3 loops to new XLS platform devices to allow for serviceability.

Inclusions:

Field Survey to locate initiating devices and mark up drawings prior to upgrading loops, also review duct detector locations for mounting new housing.
Device Programming
System programming
Installation of new devices (loops will be upgraded one at a time)
City of Troy submittal and permit
Fire Marshal testing

Exclusions:

Code updates
Existing system faults
Fire Watch (Loop 3 will be down for more than one day, it has all duct detectors that cannot be changed in one day)
Elevator work
Paint and Patch (which should not be required)

Bill of Material:

49 Ceiling Smoke detectors
28 Duct Detectors (housing, smoke, sample tube, remote lamp & relay)
16 Pull Stations
2 Heat Detectors
41 Monitoring Modules

General Notes (Applies to all scopes)

| ADDITIONAL EXCLUSIONS |
|--|
| <p>This proposal excludes the following.</p> <ul style="list-style-type: none">• Base building CAD drawings• Construction permits and other permits (e.g. general construction, mechanical, electrical, plumbing, security, etc.)• Remote supervising station or central station monitoring fees• UL placard• Removing, replacing, patching, or painting of ceilings or wall• Dedicated phone lines (if required for monitoring, these must be provided by others)• 110VAC power• Asbestos abatement, and work within asbestos areas• Additional testing due to others• Costs associated with multiple trips to the jobsite due to incomplection by others• Damage by other contractors• Any consequential damages, loss of use, loss of revenue, and any third party consequential damages• Performance or Payment bonds• Per project aggregate general liability insurance• Professional liability insurance• Errors and omissions insurance• Bonding or special insurance• Owner provided insurance• Certified payroll |

GENERAL TERMS AND CONDITIONS

(Solutions v.11/14)

Article 1: General

1.1 These General Terms and Conditions, including any supplemental terms (each a "Rider"), are attached to and made part of the Proposal or other document as the case may be including any change order, in which these General Terms and Conditions are incorporated (the "Document"), that when approved in writing by the Customer and accepted by an authorized representative of Siemens shall (a) constitute the entire, complete and exclusive contract between the parties (this "Agreement") (i) to implement the work and services identified in the Scope of Work or Proposed Solution section of the Document (collectively, the "Work") to be provided by Siemens and (ii) for the physical equipment ("Equipment"), software owned or licensable by Siemens ("Software"), any related documentation ("Related Documentation"), deliverable Instruments (as defined in Section 2.2), and Work Product Deliverables (as defined in Section 2.1) identified in the Document to be provided by Siemens under the Agreement in accordance with the performance of the Work (collectively, the "Deliverables") and (b) supersedes and cancels all prior proposals, agreements and understandings, written or oral, relating to the subject matter of this Agreement.

1.2 Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other except that either party may assign this Agreement to its affiliates and Siemens may grant a security interest in the proceeds to be paid to Siemens under this Agreement; assign proceeds of this Agreement; and/or use subcontractors in performance of the Work.

1.3 The terms and conditions of this Agreement shall not be modified or rescinded except in writing signed by duly authorized officers or managers of Siemens and Customer.

1.4 In the event of conflict between the other sections of the Document and these General Terms and Conditions, these General Terms and Conditions shall control. In the event of conflict between a Rider and any section of the Document or these General Terms and Conditions, the Rider shall control. Any differing or additional terms and conditions in any purchase order or other document are of no force and effect unless specifically accepted in writing by the parties.

1.5 Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the Customer and Siemens without the express written consent of both parties. All provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Work and termination of this Agreement.

1.6 Certain terms and conditions contained herein may not apply to the Work to be provided hereunder. It is the intent of the parties, however, that the interpretation to be given to the terms and conditions is to apply all terms and conditions unless clearly inapplicable given the type of Work included.

1.7 This Agreement shall be governed by and enforced in accordance with the laws of the State of Texas. Any litigation arising under this Agreement shall be brought in the State or Commonwealth in which the Work is provided to Customer. TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL ON MATTERS ARISING OUT OF THIS AGREEMENT. Prior to either party initiating any action against the other party, the issues shall first be referred to each party's senior management. Senior management of each party shall take reasonable steps to resolve the matter at issue. Any permitted action may be taken if the raised issue is not resolved within fourteen (14) days of its initial referral to senior management.

1.8 If, during or within ninety (90) days after the term of this Agreement, Customer engages any Siemens employee who has performed work under this or any other agreement between Customer and Siemens, Customer shall pay Siemens an amount equal to the employee's latest annual salary.

Article 2: License and Intellectual Property

2.1 Any tangible form of a report or drawing specifically developed for, commissioned by and deliverable to the Customer in connection with Work performed by Siemens under this Agreement ("Work Product Deliverables") shall become the Customer's property upon receipt by the Customer and payment

of any fees due Siemens under this Agreement. Siemens may retain file copies of such Work Product Deliverables.

2.2 If any know-how, tools and related documentation owned or licensed by Siemens and used by Siemens to install or commission Equipment and Software for operation at the Site, including but not limited to tools for installing any Software, performing diagnostics on Equipment as installed at the Site as well as any reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for Siemens and used by Siemens to provide the Work ("Instruments") are provided to the Customer under this Agreement, any such Instruments shall remain Siemens property, including the intellectual property conceived or developed by Siemens in the Instruments.

2.3 In addition, all intellectual property: (i) that has been conceived or developed by an employee or subcontractor of Siemens before Siemens performs any Work under this Agreement; (ii) that is conceived or developed by such employee or subcontractor at any time wholly independently of Siemens performing the Work under this Agreement; or, (iii) if developed while performing the Work under this Agreement, where the development of intellectual property for the benefit of the Customer is not expressly identified as an item of Work to be provided to the Customer or where such Work comprised or corresponded to an update, improvement, configuration, or modification of Equipment or Software made in the ordinary course of business solely to allow such products to interface with any software and/or equipment and/or to operate at a site specified by Customer, (collectively, "Siemens Pre-existing Intellectual Property") that may be included in scope provided to the Customer under this Agreement shall also remain Siemens' property including the Siemens Pre-existing Intellectual Property included in the Work Product Deliverables. Siemens Pre-existing Intellectual Property is also included in all reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for Siemens.

2.4 All Work Product Deliverables and any Instruments provided to the Customer are for the Customer's use and only for the purposes disclosed to Siemens. Siemens hereby grants the Customer a royalty-free (once all payments due under this Agreement are paid to Siemens), non-transferable, perpetual, nonexclusive license to use any Siemens Pre-existing Intellectual Property solely as incorporated into the Work and Deliverables (including Work Product Deliverables and any Instruments provided to the Customer under this Agreement). Under such license, and following agreement to be bound to confidentiality provisions under this Agreement and/or in accordance with any separate confidentially agreement that may exist between the parties, Customer shall have a right to: (a) Use, in object code form only, the Software that is owned or licensed by Siemens or its affiliates and that is either separately deliverable for use in the Equipment or for use in a computer system owned by the Customer or delivered as firmware embedded in the Equipment ("Software Deliverables"); (b) Make and retain archival and emergency copies of such Software Deliverables (subject to any confidentiality provisions) except if the Software Deliverable is embedded in the Equipment; and, (c) Use all such Equipment, Work Product Deliverables, and such Instruments, provided however, the Equipment, Work Product Deliverables, and Instruments shall not be used or relied upon by any third-party, and such use shall be limited to the particular project and location for which the Work is provided.

2.5 The Customer shall not transfer the Equipment, Software, Work Product Deliverables, or Instruments to others or use them or permit them to be used for any extension of the Work or any other project or purpose, without Siemens' prior express written consent.

2.6 Any reuse of Equipment, Software, Work Product Deliverable, or such Instruments for other projects or locations without the written consent of Siemens, or use by any third party will be at the users risk and without liability to Siemens; and, the Customer shall indemnify, defend and hold Siemens harmless from any claims, losses or damages arising therefrom.

2.7 In consideration of such license, the Customer agrees not to reverse engineer any Equipment or Software to reconstruct or

GENERAL TERMS AND CONDITIONS

(Solutions v.11/14)

discover any source code, object code, firmware, underlying ideas, or algorithms of such Equipment or Software even to the extent such restriction is allowable by law.

2.8 Customer acknowledges that Siemens, in the normal conduct of its business, may use concepts, skills and know-how developed while performing other contracts. Customer acknowledges the benefit which may accrue to it though this practice, and accordingly agrees that anything in this Agreement notwithstanding, Siemens may continue, without payment of a royalty, this practice of using concepts, skills and know-how developed while performing this Agreement.

2.9 Customer acknowledges that all Facilities Data (as defined in paragraph 3.8) is owned by Siemens and may be used by Siemens in a commingled or other reasonable manner, provided that such use does not identify Customer or the location(s) of the facility or facilities to which Facilities Data pertains.

Article 3: Work by Siemens

3.1 Siemens will perform the Work expressly described in this Agreement and in any work release documents or change orders that are issued under this Agreement and signed by the parties. The Work performed by Siemens shall be conducted in a manner consistent with the degree of care and skill ordinarily exercised by reputable firms performing the same or similar work in the same locale acting under similar circumstances and conditions.

3.2 Siemens shall perform the Work during its normal working hours, Monday through Friday, excluding holidays, unless otherwise agreed herein.

3.3 Siemens is not required to conduct safety or other tests, install new devices or equipment or make modifications to any Equipment beyond the scope set forth in this Agreement. Any Customer request to change the scope or the nature of the Work must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

3.4 Siemens shall be responsible for any portion of the Work performed by any subcontractor of Siemens. Siemens shall not have any responsibility, duty or authority to direct, supervise or oversee any contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. Siemens' work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. Siemens shall not be liable for the failure of Customer's contractors or others to fulfill their responsibilities, and Customer agrees to indemnify, hold harmless and defend Siemens against any claims arising out of such failures.

3.5 Siemens may rely on the accuracy and completeness of the information furnished by the Customer. Siemens does not represent that Siemens has made a detailed examination, audit or arithmetic verification of the documentation submitted by Customer or of other supporting data. Siemens does not represent that it has made exhaustive or continuous on-site inspections.

3.6 To the extent that Work on a Fire and Life Safety ("FLS") system is included, the entire FLS system will be tested and inspected as set forth in the National Fire Protection Association ("NFPA") guidelines 72 2013 edition (or most current edition), Chapter 14, (hereby incorporated by reference), or as otherwise may be required pursuant to the law of the applicable jurisdiction. All testing of any FLS system will be performed at the time and place and in the manner deemed appropriate by Siemens, in accordance with applicable law and the requirements of NFPA and other relevant standards. Customer will be solely responsible for, and hereby indemnifies and holds Siemens harmless from and against, any liability arising from the Customer's specification of any testing schedule other than in accordance with NFPA guidelines or other applicable standards.

3.7 In the event that a data backup or data collection product or service is part of the Work and Siemens is to store the data, Siemens will take reasonable steps to protect the security of all Facilities Data stored offsite. Siemens does not represent or warrant that Facilities Data will not be disseminated, compromised or corrupted by reason of unauthorized actions of third parties. For the purposes of these General Terms and Conditions, "Facilities Data" means electronic data that is collected or generated by Siemens through scheduled back-ups of the databases and/or

graphics residing in the workstation(s) and/or field panel(s) that constitute part of Customer's automation control system.

Article 4: Responsibilities of Customer

4.1 Customer, without cost to Siemens, shall:

(a) Designate a contact person with authority to make decisions for Customer regarding the Work and provide Siemens with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Work received from a person located at Customer's site will be deemed authorized by Customer, and Siemens will, in its reasonable discretion, act accordingly;

(b) Provide or arrange for reasonable access and make all provisions for Siemens to enter any site where Work is to be performed;

(c) Permit Siemens to control and/or operate all facility controls, systems, apparatus, equipment and machinery necessary to perform the Work;

(d) Furnish Siemens with all available information pertinent to the Work including but not limited to, and within ten (10) days of receipt of a written request, all required reviews and approvals (or other appropriate action) with respect to a reasonable request for information, samples, estimates, schedules, shop drawings, drawings, specifications, purchase orders, contracts, and other items submitted and/or proposed by Siemens;

(e) Obtain and furnish Siemens with all approvals, permits and consents from government authorities and others as may be required for performance of the Work except for those Siemens has expressly agreed in writing to obtain;

(f) Notify Siemens promptly of any site conditions requiring special care, and provide Siemens with any available documents describing the quantity, nature, location and extent of such conditions;

(g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Work, except such notices Siemens has expressly agreed in writing to give;

(h) Provide Siemens with Material Safety Data Sheets (MSDS) conforming to OSHA requirements related to all Hazardous Materials at the site which may impact the Work;

(i) Furnish to Siemens any contingency plans related to the site; and

(j) Furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power to all Equipment; telephone lines, capacity and connectivity as required by such Equipment; and heat, light, air conditioning and other utilities in accordance with the specifications for the Equipment.

4.2 Unless contrary to applicable law or regulation, Customer acknowledges that the technical and pricing information contained in this Agreement is confidential and proprietary to Siemens and agrees not to disclose it or otherwise make it available to others.

4.3 Customer acknowledges that it is now and shall be at all times in control of the Work site. Siemens shall not have any responsibility, duty or authority to direct, supervise or oversee any employees or contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. Siemens' Work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. Except as expressly provided herein, Siemens is not responsible for the adequacy of the health, safety or security programs or precautions related to Customer's or its other contractors' activities or operations; the work of any other person or entity; or Customer's site conditions. Siemens is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer's site. So as not to discourage Siemens from voluntarily addressing such issues, in the event Siemens does make observations, reports, suggestions or otherwise regarding such issues, Siemens shall not be liable or responsible for same.

GENERAL TERMS AND CONDITIONS

(Solutions v.11/14)

4.4 Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to gain access to the Work.

4.5 Customer represents and warrants that it will not use workstations or field panels that constitute parts of its automation control for electronic storage of any Personally Identifiable Information. For the purposes of these Terms and Conditions, "Personally Identifiable Information" means any personal information that relates to, describes, or is capable of being associated with, a particular individual. By way of example and not of limitation, Personally Identifiable Information includes an individual's first name or first initial and last name, plus one or more of the following: social security number, health insurance identification number, medical information, insurance policy number, passport number, taxpayer identification number, account number, credit card number or any other financial information.

4.6 SIEMENS HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR DAMAGES, INJURY OR LOSS ARISING OUT OF DISCLOSURE OR DISSEMINATION OF PERSONALLY IDENTIFIABLE INFORMATION THAT WAS STORED IN VIOLATION OF PARAGRAPH 4.5 OF THIS ARTICLE,

4.7 To the extent permitted by law, Customer shall indemnify, defend and hold Siemens harmless from any claims, losses or damages arising out of disclosure or dissemination of Personally Identifiable Information that was stored in violation of paragraph 4.5 of this Article.

Article 5: Compensation

5.1 Siemens shall be compensated for the Work at its prevailing rates and reimbursed for costs and expenses (plus reasonable profit and overhead) incurred in its performance of the Work. All other work, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency work performed at Customer's request, if inspection does not reveal any deficiency covered by the Agreement; (b) work performed other than during Siemens' normal working hours; and, (c) work performed on equipment not covered by the Agreement.

5.2 Siemens may invoice Customer on a monthly or other progress billing basis. Invoices are due and payable upon receipt or as otherwise set forth in the Agreement. If any payment is not received when due, Siemens may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of the Work at any time and without notice and shall be entitled to compensation for the Work previously performed and for costs reasonably incurred in connection with the suspension or termination. In the event any payment due hereunder is not made when due, the Customer agrees to pay, on demand, as a late charge, one and one-half percent (1.5%) of the amount of the payment per month, limited by the maximum rate permitted by law, of each overdue amount (including accelerated balances) under the Agreement. Customer shall reimburse Siemens for Siemens' costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. In the event of a dispute by Customer regarding any portion or all of an invoiced amount, it shall notify Siemens in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice, the undisputed portion shall be paid when due, and interest on the disputed, unpaid portion shall accrue as aforesaid, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to Siemens.

5.3 Except to the extent expressly agreed in writing, Siemens' fees do not include any taxes, excises, fees, duties or other government charges related to the Work, and Customer shall pay such amounts or reimburse Siemens for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide Siemens with a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising out of same.

Article 6: Changes; Delays; Excused Performance

6.1 As the Work is performed, conditions may change or circumstances outside Siemens' reasonable control (such as

changes of law) may develop which require Siemens to expend additional costs, effort or time to complete the Work, in which case Siemens shall notify Customer and an equitable adjustment made to the compensation and time for performance. In the event conditions or circumstances require the Work to be suspended or terminated, Siemens shall be compensated for the Work performed and for costs reasonable incurred in connection with the suspension or termination.

6.2 Siemens shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not limited to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, terrorism, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, computer viruses, program or system hackers, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of any such circumstances, Siemens shall be excused from performance of the Work and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation equitably adjusted to compensate for additional costs Siemens incurs due to such circumstances

Article 7: Warranty; Disclaimers; Insurance; Allocation of Risk

7.1 (a) Until one year from either the date the Equipment is installed or the date of first beneficial use, whichever first occurs, all Equipment manufactured by Siemens or bearing its nameplate will be free from defects in material and workmanship arising from normal use and service.

(b) Labor for all Work under this Agreement is warranted to be free from defects for ninety (90) days after the earlier of the date the Work is substantially completed or the date of first beneficial use.

(c) To the extent that Software is a Deliverable as part of the Work for use in the Equipment or in a computer owned by the Customer, Customer agrees to take delivery of any such Software subject to (i) any applicable Siemens or third party end-user license agreement ("EULA") accompanying such Software, or (ii), if no EULA accompanies such Software, the EULA posted at www.usa.siemens.com/btcpseula (Siemens' EULA web site) for such Software used in or with the Equipment identified by product model or part number on the Siemens EULA web site. Such Software shall be warranted in accordance with its applicable EULA unless an exception is explicitly identified in the Document under this Agreement. For all other Equipment, Siemens hereby assigns to Customer, without recourse, any and all assignable warranties available from any manufacturer or supplier of such Equipment and such Software and will assist Customer in enforcement of such assigned warranties.

7.2 (a) The limited warranties set forth in Section 7.1 will be void as to, and shall not apply to, any Work, Equipment or Software (i) repaired, altered or improperly installed by any person other than Siemens or its authorized representative; (ii) Equipment subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per Siemens' or the manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident; (iii) damaged because of any use of the Work after Customer has, or should have, knowledge of any defect in the Work; or (iv) Equipment not manufactured, fabricated and assembled by Siemens or not bearing Siemens' nameplate. However, Siemens assigns to Customer, without recourse, any and all assignable warranties available from any manufacturer, supplier, or subcontractor of such Equipment and will assist Customer in enforcement of such assigned warranties.

(b) Any claim under the limited warranty granted above must be made in writing to Siemens within thirty (30) days after discovery of the claimed defect unless discovered directly by Siemens. Such limited warranty only extends to Customer and not to any subsequent owner of the Equipment. Customer's sole and exclusive remedy for any Work not conforming with this limited warranty is limited to, at Siemens' option, (i) repair or replacement of defective components of covered Equipment, or (ii) reperformance of the defective portion of the Work

GENERAL TERMS AND CONDITIONS

(Solutions v.11/14)

(c) Siemens shall not be required to repair or replace more than the component(s) of the Equipment actually found to be defective. Siemens' warranty liability shall not exceed the purchase price of such component(s). Repaired or replaced Equipment will be warranted hereunder only for the remaining portion of the original warranty period.

7.3 THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY OR WORKMANSHIP, ALL EXPRESS OR IMPLIED WARRANTIES AGAINST THIRD PARTY INTELLECTUAL PROPERTY ("IP") INFRINGEMENTS (INCLUDING PATENT, COPYRIGHT AND OTHER REGISTERED OR UNREGISTERED THIRD PARTY IP RIGHTS) OR DEFECTS, WHETHER HIDDEN OR APPARENT, AND EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO COMPLIANCE OF THE EQUIPMENT AND DELIVERABLES WITH THE REQUIREMENTS OF ANY LAW, REGULATION, SPECIFICATION OR CONTRACT RELATIVE THERETO, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. SIEMENS MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT ANY EQUIPMENT PROVIDED HEREUNDER WILL PREVENT ANY LOSS, OR WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. The limited express warranties and representation set forth in this Agreement may only be modified or supplemented in a writing signed by a duly authorized signatory of Siemens.

7.4 Siemens shall maintain the following insurance while performing the Work:

| | |
|------------------------------|--------------------------------------|
| Workers' Compensation | Statutory |
| Employers' Liability | \$1,000,000 each accident |
| Commercial General Liability | \$1,000,000 per occurrence and |
| | \$5,000,000 in the aggregate |
| Automobile Liability | \$1,000,000 per occurrence/aggregate |

7.5 Risk of loss of materials and Equipment furnished by Siemens shall pass to Customer upon delivery to Customer's premises, and Customer shall be responsible for protecting and insuring them against theft and damage.

7.6 WITH RESPECT TO ANY LIABILITY (WARRANTY OR OTHERWISE) THAT SIEMENS MAY HAVE UNDER THIS AGREEMENT, IN NO EVENT SHALL SIEMENS BE LIABLE (INCLUDING WITHOUT LIMITATION, UNDER ANY THEORY IN TORTS) FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS AND/OR LOST BUSINESS OPPORTUNITIES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK WHETHER ARISING IN WARRANTY, TORT, CONTRACT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, WHETHER, FOR WARRANTY, LATE OR NON-DELIVERY OF ANY WORK, AND WHETHER SIEMENS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Siemens reserves the right to control the defense and settlement of any claim for which Siemens has an obligation to indemnify hereunder.

7.7 It is understood and agreed by and between the parties that Siemens is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Pricing for the Work is based solely upon the value of the Work provided hereunder, and are unrelated to the value of Customer's property or the property of others on Customer's premises. Accordingly, Siemens' aggregate liability for any and all claims, losses or expenses (including attorneys fees) arising out of this Agreement, or out of any Work or goods furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited to the lesser of \$1,000,000 or the total compensation received by Siemens from Customer under this Agreement; EXCEPT FOR SUCH CLAIMS, LOSSES OR EXPENSES ARISING FROM, OR CAUSED BY, THE FAILURE OF A SIEMENS INSTALLED FLS SYSTEM TO OPERATE PROPERLY. IN SUCH EVENT, CUSTOMER'S SOLE REMEDY FOR A DEFECTIVE NON-CONFORMING FLS SYSTEM PROVIDED HEREUNDER SHALL BE IN

ACCORDANCE WITH THE WARRANTY TERMS CONTAINED HEREIN.

7.8 The parties acknowledge that the price which Siemens has agreed to perform its Work and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that Siemens has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

Article 8: Hazardous Materials Provisions

8.1 The Work does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of Oil or Hazardous Materials. Except as disclosed pursuant to Section 8.3, Customer represents that there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("Hazardous Materials"), present at Customer's locations where Work is performed. Siemens will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Work has been priced and agreed to by Siemens in reliance on Customer's representations as set forth in this Section 8.1. The presence of Hazardous Materials constitutes a change in the Proposed Solution equivalent to a change order whose terms must be agreed to by Siemens before its obligations hereunder will continue.

8.2 Customer shall be solely responsible for testing, abating, encapsulating, removing, remediating or neutralizing such Hazardous Materials, and for the costs thereof. Even if an appropriate change order has been entered into pursuant to Section 8.1 above, Siemens will continue to have the right to stop the Work until the job site is free from Hazardous Materials. In such event, Siemens will receive an equitable extension of time to complete its Work, and compensation for delays caused by Hazardous Materials remediation. In no event shall Siemens be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

8.3 Customer warrants that, prior to the execution of the Agreement, it has notified Siemens in writing of any and all Hazardous Materials present, potentially present or likely to become present at Customer's locations and has provided a copy of any jobsite safety policies, including but not limited to lock-out and tag procedures, laboratory procedures, chemical hygiene plan, material safety data sheets or other items covered or required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

8.4 For separate consideration of \$10 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Customer shall indemnify, defend and hold Siemens harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from Customer's breach of, or failure to perform its obligations under, Sections 8.1, 8.2 or 8.3.

Article 9: Import / Export Indemnity

9.1 Customer acknowledges that Siemens is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work or Equipment or services provided under the Contract, including any export license requirements. Customer agrees that such Work or Equipment or Software shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Siemens of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. CUSTOMER AGREES TO INDEMNIFY AND HOLD SIEMENS HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Article 10: Small Business Concern

GENERAL TERMS AND CONDITIONS
(Solutions v.11/14)

SIEMENS shall adhere to FAR 52.219-8 regarding the "Utilization of Small Business Concerns", as part of its Commercial Small Business Subcontracting Agreement with the federal government. SIEMENS' policy is to offer small business concerns, including small disadvantaged businesses, women owned small-businesses, HUBZone small businesses, veteran owned small businesses and service disabled veteran owned small businesses, the "maximum practical opportunity" to participate in performing contracts let by any commercial entity, local government or federal agency, including subcontracts for subsystems, assemblies, components, and related services for major systems.



500 West Big Beaver
Troy, MI 48084
troymi.gov

I-05

CITY COUNCIL AGENDA ITEM

Date: September 6, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager
Megan E. Schubert, Assistant City Manager
Peter E. Hullinger, Fire Chief
Paul H. Firth, Deputy Fire Chief

Subject: Fireworks Permit – 2023 Saint Joseph Chaldean Catholic Church

Background

The Fire Department has received a permit application from Saint Joseph Chaldean Catholic Church of Troy, Michigan to conduct a public firework display to support the annual Feast of the Cross, which is a Catholic Holy Day. The church is requesting the Troy City Council grant a permit for a public firework display to occur on Thursday September 14, 2023 from 9:00PM to 9:20PM. during this time, consumer grade fireworks are planned to be discharged from the south side of the church property which is located at 2442 East Big Beaver Road, Troy, Mi. 48083. The site is large enough to accommodate the necessary distances for the display.

Michigan law requires that before anyone can conduct a fireworks display, a permit must be obtained from the local unit of government. The law states that any person or group that would like to conduct a fireworks display must apply to the local unit of government for a permit. The law defines local unit of government as the council or commission of a city or village, or the township board of a township. Saint Joseph Chaldean Catholic church has submitted the necessary documentation (including proof of insurance), required for the permit.

Recommendation

The Fire Department had reviewed the permit application and associated documents and initially recommended that City Council approve this permit. On August 26, 2023, a fireworks display was conducted at the church, in the presence of a large crowd, during a church festival. There was no approved permit for this display. The display was conducted despite prior guidance from members of the Fire Department that this would violate City Ordinance. The Fire Department does not recommend that City Council approve the fireworks permit for Saint Joseph Catholic Church.

Saint Joseph Chaldean Catholic Church
Fireworks Description

200 Gram Repeater

500 Gram Repeater

Reloadable Mortars

Fountains



500 West Big Beaver
Troy, MI 48084
troymt.gov

FIREWORKS PERMIT APPLICATION

Fire Prevention Division
248.524.3419

This permit application is for the ignition, discharge, and use of consumer fireworks; agricultural or wildlife fireworks; articles pyrotechnic; display fireworks; or special effects fireworks, in the City of Troy, at the listed location as defined by Michigan Act 256, PA 2011, titled, "Michigan Fireworks Safety Act" and stipulated by Troy City Code, Chapter 93, titled "Fire Prevention." This application permit must be filed no less than 30 days prior to the intended date of such ignition, discharge, or use, and shall be accompanied by a site plan and product inventory. A **\$180.00** application fee is to be paid upon submittal of this application. Make check or money order payable to the City of Troy. The approved permit shall expire 10 days from the date of issue and shall be on site while fireworks are being used. **Fireworks shall not be discharged between the hours of 11PM and 8AM.**

Application Date: 08/17/23

Applicant Name: Alaa Noah Date of Birth: 10/18/87

Applicant Address: 44135 Kendyl Dr, Sterling Heights, MI 48314 Phone: (586) 339-5370

Date(s) of Use: 09/14/23 to: 09/14/23 Time(s) of Use: 9pm to: 9:20pm

Address of where fireworks are to be used: 2442 E Big Beaver Rd, Troy, MI 48083

ITEMS TO SUBMIT (Electronically, If Possible):

Fireworks Description: ☒ Insurance Documents: ☒ Site Plan: ☒ HMIS: ☐

I hereby acknowledge that I have read this permit application and that the information given is correct. I understand that if approved, the permit is non-transferable. I further understand that the permit application fee is non-refundable and will not be returned if this application is denied.

This permit application shall include an approved Hazardous Materials Inventory Statement (HMIS) upon submittal and may be subject to associated fees, payable to the City of Troy, upon issuance of this permit. The HMIS, and its directions, can be found on the internet at: http://troymt.gov/departments/fire_department/permit_applications.php

Applicant Signature: Alaa Noah Date Signed: 8/17/2023

(This section to be completed by Fire Department)

Inspection Date: _____ Requirements Met: Yes _____ No _____

Inspector: _____ Permit Approved: Yes _____ No _____ Date: _____

Permit Issue Date: _____ Permit #: _____ Premise #: _____

Terms & Conditions: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/08/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER SUE ABRO AGENCY 45876 SCHOENHERR RD. SHELBY TWP., MI 48315 | CONTACT NAME: SUE ABRO PHONE (A/C, No, Ext): (586) 323-3278 E-MAIL ADDRESS: SABRO@FBINSMI.COM FAX (A/C, No): (586) 799-7210 | | | | | | | | | | | | | | |
|--|---|-------------------------------|--------|---------------------------------------|--|------------|--|------------|--|------------|--|------------|--|------------|--|
| INSURED ST. JOSEPH CATHOLIC CHALDEAN PARISH 2442 E BIG BEAVER RD. TROY, MI 48083 | <table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: GUIDEONE INSURANCE COMPANY</td><td></td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: GUIDEONE INSURANCE COMPANY | | INSURER B: | | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: GUIDEONE INSURANCE COMPANY | | | | | | | | | | | | | | | |
| INSURER B: | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADD'L SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|-------------------------------------|--|--|--------------------|-------------------------|-------------------------|--|
| <input checked="" type="checkbox"/> | COMMERCIAL GENERAL LIABILITY | | | | | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| A | | X | POLICY # 010040033 | 07/17/2023 | 07/17/2024 | MED EXP (Any one person) \$ 10,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | OTHER: | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | AUTOMOBILE LIABILITY | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | <input type="checkbox"/> ANY AUTO | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> AUTOS ONLY | | | | | \$ |
| | UMBRELLA LIAB | | | | | EACH OCCURRENCE \$ |
| | EXCESS LIAB | | | | | AGGREGATE \$ |
| | DED RETENTION \$ | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | PER STATUTE OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A | | | | E.L. EACH ACCIDENT \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

CITY OF TROY
500 W BIG BEAVER RD.
TROY, MI 48084

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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

A. CALL TO ORDER:

A Regular Meeting of the Troy City Council was held on Monday, August 21, 2023, at City Hall, 500 W. Big Beaver Rd. Mayor Baker called the meeting to order at 7:31 PM.

B. ROLL CALL:

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

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

- C-1** Site 11 First Community Engagement Update (*Presented by: Kurt Bovensiep, Public Works Director, and Torri Mathes, Communications and Engagement Director*)

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:

| | |
|-------------------------|--|
| Nikki Jenkins | Commented in opposition to sports development on Site 11 |
| Erik Ohrnberger | Commented in opposition to sports development on Site 11 |
| Ramakrishnan Seenivasan | Commented in opposition to sports development on Site 11 |
| Robert Chapman | Commented in opposition to sports development on Site 11 |
| Sharon Chapman | Commented in opposition to sports development on Site 11 |
| David Jensen | Commented in opposition to sports development on Site 11 |
| Brad/Liz Edwards | Commented in opposition to sports development on Site 11 |
| Terri McCormick | Commented on Item I-6 in support of the Study Session regarding sustainability |

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

| | |
|-----------------------------------|---|
| Mayor Baker | Asked Ms. Mathes to discuss the notification process for the Site 11 meeting. Ms. Mathes answered that there were letters sent to the neighbors immediately abutting Site 11 for this first engagement meeting. |
| Council Member Hodorek | Thanked the residents for their participation in the engagement meeting regarding Site 11. She assured residents that the City of Troy is striving to be different than just government, and listen to our residents, and build trust within our community. |
| Mayor Pro Tem Chamberlain-Creanga | Thanked the residents for bringing their voices to the engagement meeting regarding Site 11, and for being involved in the decisions being made within our community. |
| Council Member Erickson Gault | Thanked the residents for participating in the engagement meeting regarding Site 11. Thanked Ms. McCormick for her comment about the sustainability Study Session. |

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 – Personnel Board

a) Mayoral Appointments: None

b) City Council Appointments:

Resolution #2023-08-116

Moved by Chamberlain-Creanga

Seconded by Brooks

Personnel Board

Appointed by Council

5 Regular Members

3 Year Term

Nominations to the Personnel Board:

Term Expires: 4/30/2026

David Haight

Term currently held by: David Haight

Term Expires: 4/30/2026

Anne Sackrison

Term currently held by: Anne Sackrison

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

No: None

Absent: Hamilton

MOTION CARRIED

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

a) Mayoral Nominations: None

b) City Council Nominations:

Resolution #2023-08-117
 Moved by Chamberlain-Creanga
 Seconded by Erickson Gault

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

Parks and Recreation Board

Appointed by Council

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

Nominations to the Parks and Recreation Board:

| | | |
|--------------------------------|---|--|
| Term Expires: 7/31/2024 | Timothy Fulcher | Troy School District Representative |
| | Term currently held by: Timothy Fulcher | |
| Term Expires: 7/31/2024 | Aanya Shah | Student |
| | Term currently held by: Aanya Shah (May be Reappointed) | |

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

No: None

Absent: Hamilton

MOTION CARRIED

I-3 No Closed Session Requested

I-4 Contract Ratification – Michigan Association of Police (MAP) (*Introduced by: Jeanette Menig, Human Resources Director*)

Resolution #2023-08-118
 Moved by Erickson Gault

Seconded by Chamberlain-Creanga

RESOLVED, That Troy City Council hereby **RATIFIES** the collective bargaining agreement between the City of Troy and the Michigan Association of Police (MAP) for the period July 1, 2023 through June 30, 2025, 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: Brooks, Chamberlain-Creanga, Erickson Gault, Hodorek, Baker, Abraham

No: None

Absent: Hamilton

MOTION CARRIED

I-5 City of Troy Master Plan – Release Draft Master Plan for Public Review (*Introduced by: Brent Savidant, Community Development Director*)

Moved by Hodorek

Seconded by Brooks

RESOLVED, That Troy City Council hereby **APPROVES** the distribution of the Draft Master Plan, as per the requirements of the Michigan Planning Enabling Act, PA 33 of 2008, as amended, and substituting the Future Land Use Plan Map for the Big Beaver District provided at the table.

Vote on Amendment to I-6 City of Troy Master Plan – Release Draft Master Plan for Public Review

Resolution #2023-08-119

Moved by Baker

Seconded by Hodorek

RESOLVED, That Troy City Council hereby **AMENDS** Item I-5 City of Troy Master Plan – Release Draft Master Plan for Public Review to include additional language in the Executive Summary that references the change to the Future Land Use Plan as it relates to the Big Beaver District.

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

No: None

Absent: Hamilton

MOTION CARRIED

Vote on Item I-5 City of Troy Master Plan – Release Draft Master Plan for Public Review As Amended

Resolution #2023-08-120

Moved by Hodorek

Seconded by Brooks

RESOLVED, That Troy City Council hereby **APPROVES** the distribution of the Draft Master Plan, as per the requirements of the Michigan Planning Enabling Act, PA 33 of 2008, as amended, and

substituting the Future Land Use Plan Map for the Big Beaver District provided at the table and including additional language in the Executive Summary that references the change to the Future Land Use Plan as it relates to the Big Beaver District.

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

MOTION CARRIED

I-6 2023 City Council Meeting Schedule *(Introduced by: Robert J. Bruner, Deputy City Manager)*

Resolution #2023-08-121
Moved by Erickson Gault
Seconded by Chamberlain-Creanga

RESOLVED, That Troy City Council **SHALL HOLD** a Special Meeting to discuss sustainability on Monday September 11, 2023 at 6:00 PM in the Council Board Room or as otherwise provided by the City Council Rules of Procedure.

BE IT FURTHER RESOLVED, That Troy City Council **MAY RESCHEDULE** Regular Meetings and/or **SCHEDULE** additional Special Meetings in accordance with the City Charter and Michigan Open Meetings Act.

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

MOTION CARRIED

J. CONSENT AGENDA:

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

Resolution #2023-08-122-J-1a
Moved by Abraham
Seconded by Hodorek

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

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

MOTION CARRIED

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

J-2 Approval of City Council Minutes

Resolution #2023-08-122-J-2

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

- a) City Council Minutes-Draft – August 7, 2023

J-3 Proposed City of Troy Proclamations: None Submitted

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 4: Rochester Hills MITN Cooperative Purchasing Agreement - Portable/Variable Message Boards**

Resolution #2023-08-122-J-4a

RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase two (2) Wanco Variable message boards from *Truck and Trailer Specialties of Howell, MI*, for an estimated total cost of \$39,890 at prices detailed and contained in the attached quote as per the City of Rochester Hills/MITN Purchasing Group RFP (RFP-RH-20-023), a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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

- b) **Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Troy City Hall Council Chambers Renovation Schematic Design**

Resolution #2023-08-122-J-4b

RESOLVED, That Troy City Council hereby **APPROVES** expending budgeted capital funds to *OHM Advisors, of Livonia, MI*, for the Schematic Design of City Hall Council Chambers for an estimated total cost of \$55,850, a copy of the quote 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 vendor's submission of properly executed contract documents, including insurance certificates and all other specified requirements.

- c) **Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – LED Street Light Replacement**

Resolution #2023-08-122-J-4c

RESOLVED, That Troy City Council hereby **APPROVES** expending budgeted funds to *Michigan Lighting Systems East of Troy, MI* (Resolution #2014-12-164-J-6) for the purchase of LED Street Lamp Fixtures for the cost of \$49,926.00 as detailed in the attached quote, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

d) **Standard Purchasing Resolution 9: Approval to Expend Funds for Membership Dues and Renewals Over \$10,000 – Southeast Michigan Council of Governments (SEMCOG)**

Resolution #2023-08-122-J-4d

RESOLVED, That Troy City Council hereby **APPROVES** the payment of membership dues to the Southeast Michigan Council of Governments (SEMCOG) in the amount of \$11,426.00, which covers the time period of July 1, 2023 to July 31, 2024.

J-5 Request to Temporarily Waive Parking Restrictions

Resolution #2023-08-122-J-5

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

Friday, September 15 from 7:00 p.m. to 11:00 p.m.
Saturday, September 16 from 9:00 a.m. to 5:00 p.m.
Monday, September 24 from 7:00 p.m. to 11:00 p.m.
Tuesday, September 25 from 9:00 a.m. to 9:00 p.m.

J-6 Fireworks Permit for Troy Family Daze 2023

Resolution #2023-08-122-J-6

RESOLVED, That Troy City Council hereby **ISSUES** a firework permit to *Great Lakes Fireworks LLC of Eastpointe, Michigan*, for the public display of fireworks during the annual Troy Family Daze Festival; fireworks to be discharged on Saturday September 16, 2023 and a rain date of Sunday September 17, 2023.

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

J-7 2023/2024 Capital Budget Re-Appropriations

Resolution #2023-08-122-J-7

RESOLVED, That Troy City Council hereby **APPROVES** the re-appropriation of fiscal year 2023 capital budget funds to fiscal year 2024, as outlined in the memorandum.

J-8 Request for Acceptance of Two Permanent Easements, Panageotes Karagatsoulis, Sidwell #88-20-23-351-006 and -007

Resolution #2023-08-122-J-8

RESOLVED, That Troy City Council **ACCEPTS** two permanent easements for storm sewers and surface drainage from Panageotes Karagatsoulis, owner of the properties having Sidwell #88-20-23-351-006 & -007.

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

J-9 Request for Acceptance of a Permanent Easement from GFA Development, Inc., Sidwell #88-20-11-276-013

Resolution #2023-08-122-J-9

RESOLVED, That Troy City Council **ACCEPTS** a permanent easement for storm sewers and surface drainage from GFA Development, Inc., owner of the property having Sidwell #88-20-11-276-013.

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

J-10 Request for Approval of a Conditional Purchase Agreement, Rochester Road Improvement Project, Barclay to Trinway, #02.206.5, Parcel #121, Sidwell #88-20-10-427-043

Resolution #2023-08-122-J-10

RESOLVED, That Troy City Council hereby **APPROVES** the Agreement to Purchase Realty for Public Purposes between Dorothy Elizabeth Clendening and Brooklyn Paige Clendening, owners of the property having Sidwell #88-20-10-427-043, and the City of Troy in the amount of \$343,750.00.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** a payment in the amount of \$5,062.75 for the loss of homeowner's principal residence exemption.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** City Staff to expend the necessary closing costs to complete this purchase in an amount not to exceed \$8,000.00.

BE IT FINALLY RESOLVED, That the City Clerk is hereby **DIRECTED** to record the Warranty Deed with the Oakland County Register of Deeds, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:**K-1 Announcement of Public Hearings: None Submitted****K-2 Memorandums (Items submitted to City Council that may require consideration at some future point in time): None Submitted****L. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:**

| | |
|---------------------|--|
| Divya Jain-Majumdar | Invited the City Council to a Hindu Swayam Sevak (HSS) event on August 27, 2023 from 10-10:30 AM at Boulan Park. |
| Edward Kempen | Commented on various topics |

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

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

N-1 No Council Referrals Submitted**O. REPORTS:****O-1 Minutes – Boards and Committees:**

- a) Planning Commission-Final – July 11, 2023
Noted and Filed

O-2 Department Reports:

- a) City Signage Update
b) City Manager Status Report
Noted and Filed

O-3 Letters of Appreciation:

- a) To Building Inspection from Restoration Recovery and Pro Sewer
b) To Building Inspection Staff from Albert Tang
Noted and Filed

O-4 Proposed Proclamations/Resolutions from Other Organizations: None Submitted**P. COUNCIL COMMENTS:****P-1 Council Comments**

Mayor Pro Tem Chamberlain-Creanga commented on concerns with pedestrian safety crossing Long Lake Road to access Jaycee Park. Assistant City Manager Meg Schubert said that the City has re-engaged with OHM and can provide a report with any additions from the 2022 Study with the consensus of City Council. There was consensus of City Council to provide a report on the September 11, 2023 City Council Agenda. Mayor Baker commented on the substantial issues and potential costs to improve the walkability to this park and supports further pursuing capital planning with future budgets.

Q. PUBLIC COMMENT FOR ITEMS ON OR NOT ON THE AGENDA FROM MEMBERS OF THE PUBLIC OUTSIDE OF TROY (NOT RESIDENTS OF TROY AND NOT FROM TROY BUSINESSES):

R. CLOSED SESSION

R-1 No Closed Session

S. ADJOURNMENT:

The Meeting **ADJOURNED** at 8:55 PM.

Mayor Ethan Baker

M. Aileen Dickson, MMC, MiPMC II
City Clerk



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-04a

CITY COUNCIL AGENDA ITEM

Date: September 5, 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: Oakland County Extended Purchasing Contract – City Hall Exterior Maintenance and Repairs Phase II

History

- City Hall located at 500 West Big Beaver was built in two separate phases. Phase 1 was completed in 1965 and Phase 2 in 1978.
- In the earlier years, Troy City Hall was home to the 52-4 District Court, Troy Police Department including the jail and holding cells.
- The exterior envelope of the facility needs repairs to manage water infiltration and energy loss.
- Repairs include but are not limited to:
 - Tuckpointing
 - Flashing details
 - Brick replacement and sealing
 - Resealing several windows
 - Replacement of aluminum trim where needed
 - Painting soffit and trim
- The repairs were identified in the Facilities Condition Assessment and Analysis.

Purchasing

- Pricing to provide the labor, materials, and equipment for the City Hall Exterior Maintenance and Repairs Phase II has been secured from *National Restoration, of Milford, MI* through the Oakland County Extended Purchasing Contract #006325 as detailed in the attached proposal dated August 22, 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 City Hall Capital Fund under Project Number 2023C0007 for the 2024 fiscal year. Expenditures will be charged to account number 401.265.265.975.165.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Recommendation

City Management recommends waiving the bid process and awarding a contract to *National Restoration, of Milford, MI* for City Hall Exterior Maintenance and Repairs Phase II for an estimated cost of \$100,000 as detailed in the attached proposal; not to exceed budgetary limitations.

NATIONAL RESTORATION INC

RECIPIENT OF THE GOVERNOR'S AWARD FOR HISTORIC PRESERVATION!

2165 Fyke Dr.

Its Not Luck, Its know How!

Milford, MI 48381

Licensed Builder

248-318-0609 Fax 248-714-6323

johnf@nationalrestoration.net

August 22, 2023

Mr. Dennis Trantham

Operations Manager, Facilities and Grounds

City of Troy, MI

500 West Big Beaver Road

Troy, MI 48084

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

Dennis.trantham@troymi.gov

RE: 2023 City Hall Exterior Masonry Maintenance Budget West Elevation in Secured Area & Equipment Screen Walls

Mr. Trantham,

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

Scope of Work:

- Provide any needed pedestrian barricades or protection.
- With the use of a man lift, scaffolding, and ladders access the work area.
- Wash the precast band at the top of the building and install 2-coats of Dow Allguard to the pre-cast.
- Cut out and replace the existing sealant and backer rod at the perimeter of the windows between the frames and masonry. The new sealant will be Dow Corning 791 building sealant.
- Trim any existing window gaskets back to flush with the window frame. Clean per manufacturer's specifications and install a cap bead of Dow Corning 791 building sealant to the joint.
- Remove and replace the existing backer rod and sealant in any control joints. The new sealant will be Dow Corning 791 building sealant.
- Cut out and tuck point any deteriorated, open, or cracked mortar joints on an as needed basis.
- Remove and replace any spalled or broken brick as needed.
- Jobsite cleanup.

Screen Walls

- On the equipment screen walls, remove the cap stones and set aside for reuse. Install a self-adhering flashing membrane on the top of the wall for a through wall flashing. Reset the saved capstones. Tuckpoint the head joints and rake them back 1/2". Install Dow 791 sealant into the head joints.
- Remove and replace brick as needed.

- Cut out and tuck point any cracked or open joints as needed.
- Wash both sides of the masonry walls.
- Repair any cracked block by routing out the cracks and installing Dow 791 sealant.
- Cut out and tuck point the mortar joints as needed.
- Replace any severely damaged block.
- Apply 2 coats of Dow Allguard to the block walls. Color by owner.
- Jobsite cleanup.
- We recommend budgeting up to \$100,000.00 for this project. It is to be completed on a time and material basis per our publicly bid annual contract with Oakland County.

Exclusions:

- Prevailing wages
- Premium time
- Lawn damage

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

Sincerely,
John Fletcher, President



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-04b

CITY COUNCIL AGENDA ITEM

Date: September 1, 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
Brian D Varney, Fleet Operations Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 4: Sourcewell Purchasing Cooperative – Vermeer Tree Stump Cutter Machine

History

- The tree stump cutter machine being purchased is a planned replacement equipment used by the Department of Public Works.
- This purchase replaces an existing tree stump cutter machine that has reached intended life expectancy.
- The current tree stump cutter machine being replaced is a 2003 model year that has outdated technology and no longer meets the operational needs of the department.
- The obsolete equipment will be removed from service and sold at auction with estimated proceeds of \$5,000.00.
- This purchase replaces existing equipment that has reached intended life expectancy and does not increase the size of the existing Department of Public Works motor pool fleet.

Purchasing

- Pricing to purchase one (1) Vermeer SC552 Tree Stump Cutter Machine has been secured by *Vermeer Midwest of Fowlerville, MI* as detailed in the attached quote #Q-20437-1.
- Vermeer is the awarded low bidder of the Sourcewell contract #031721-VRM. Pricing is valid thru May 7, 2025 on selected Tree Stump Cutter Machine and related equipment.
- *Vermeer Midwest of Fowlerville, MI* is an authorized Vermeer dealer in the State of Michigan and participates in the Sourcewell contract process.
- City Council authorized participation in the Cooperative Purchasing Programs on November 14, 2022 (Resolution #2022-11-157)
- On February 10, 2014 City Council authorized departments to utilize sites such as GovDeals.com to dispose of city owned surplus items (Resolution# 2014-02-017-J-4a). Therefore, note that the city will utilize and market the obsolete equipment on GovDeals.com site for optimal trade-in value.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Financial

- Funds are budgeted and available in the Public Works Fleet Division Capital Fund under project number 2024C0101 for the 2024 fiscal year. Expenditures of \$79,993.12 will be charged to account number 661.571.565.981.

Recommendation

City Management requests authorization to purchase a Vermeer SC552 Tree Stump Cutter Machine from the authorized Michigan dealer; *Vermeer Midwest of Fowlerville, MI* utilizing the Sourcewell Cooperative Contract #031721-VRM for an estimated total cost of \$79,993.12; not to exceed budgetary limitations.



Not actual vehicle – Example only



Vermeer®
Midwest

940 Garden Lane
Fowlerville, MI 48836
517-915-0555
www.vermeermidwest.com

8/24/2023

Quote #: Q-20437-1

PO #:

Bill To:
City of Troy
Brian Varney
4693 Rochester Rd.
500 W. Big Beaver
Troy, MI 48085
248-680-7288

Ship To:
City of Troy
Brian Varney
4693 Rochester Rd.
500 W. Big Beaver
Troy, MI 48085
248-680-7288

To Whom It May Concern:

I would like to submit this quote to you.

1 New 2023 Vermeer SC552

\$78,693.12

- ~ Kohler KDI 1903 Gross horsepower: 56 hp (41.8)
- ~ Length: 147" (373.4 cm)
- ~ Width (with duals): 56" (88.9 cm)
- ~ Width (without duals): 35" (88.9 cm)
- ~ Height: 76.5" (194.3 cm)
- ~ Weight: 4000 lbs (1814.4 kg)
- ~ Type: Rubber tire, self-propelled
- ~ Ground speed: 0 – 150 fpm (0 – 45.7 m/min)
- ~ Cutter wheel straight-line dimension: 72" (182.9 cm)
- ~ Cutter wheel cut above ground: 31" (78.7 cm)
- ~ Cutter wheel cut below ground: 25" (63.5 cm)
- ~ Cutter wheel diameter (without teeth): 23" (58.4 cm)
- ~ Cutter wheel thickness: 1.1" (2.9 cm)
- ~ Cutter wheel drive type: Hydraulic motor to gear shaft
- ~ 1 Year /1,000 –Hour Standard Vermeer Limited Warranty
- ~ 3 Year / 3,000 – Hour Limited Warranty On Gearboxes & Driveline
- ~ 2 Year / 2,000 Hour Standard Caterpillar Engine Warranty per Engine Manufacturer
- ~ Includes Remote Control
- ~ Sourcewell Contract #031721-VRM

| | |
|-------------------------|--------------------|
| Untaxed Machine | \$78,693.12 |
| Freight and Prep | \$1,300.00 |
| Grand Total | \$79,993.12 |
| <hr/> | |
| Total Due | \$79,993.12 |
| <hr/> | |

Initials: _____

Quote #:Q-20437

Finance Options with Approved Credit

| Payment Details | Monthly Payment |
|--|-----------------|
| Approximate payment on 60 months based on \$0 down | \$1,593.86 |

Additional Options

Proposal good for 30 days; we reserve the right at any time prior to acceptance to revoke this quotation.

Accepted by: _____

Date: _____

Thank you for your consideration.

Sincerely,

Brent Martin
brent.martin@vermeermidwest.com

Initials: _____

Quote #:Q-20437



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: September 1, 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
Alex Bellak, Information Technology Director
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 4: MiDEAL Cooperative Purchase - High Availability SQL Server Cluster Licensing

History

- City of Troy maintains a primary SQL database server to house the majority of databases.
- It's a concern that a single SQL database server doesn't provide the City with adequate resiliency and redundancy in the event of a system failure.
- The City currently houses approximately 100 databases in total on its primary SQL Server 2016 environment.
- The City performs database backups of its databases every 15 minutes.
- While data files are backed up to an immutable store device, the database server itself is not a part of the data backup and is vulnerable to failure.
- It is the concern of the Information Technology Department that in the event of a server failure, the downtime would require several days to restore all databases to a new SQL Server from backup.
- Implementing a SQL cluster will provide the City with live failover redundancy in the event of a server failure.
- A SQL cluster would also provide systems speed increases due to the ability to offload non-critical database traffic to the secondary server within the cluster while allowing freeing up memory from the primary SQL server.

Purchasing

- Pricing for the SQL Server cluster software licensing has been secured from *CDW-G of Vernon Hills, IL* as per the attached quote #NMWG528 dated 8/22/2023.
- *CDW-G of Vernon Hills, IL* is the awarded low bidder for the Michigan Master Computer-MiDeal purchasing program; Contract #071B6600110.
- On November 14, 2023, City Council approved the use of the State of Michigan MiDeal Purchasing Cooperative (Resolution #2022-11-157).

Financial

Funds are budgeted and available in the Information Technology Capital budget under Project Number 2024C0063 for the 2024 fiscal year. Expenditures will be charged to account number 636.228.980.030.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Recommendation

City Management requests that the bid process be waived and a contract be awarded to *CDW-G of Vernon Hills, IL* for the purchase of the SQL server cluster licensing as detailed in the attached quote utilizing the State of Michigan MiDeal Cooperative Purchasing Program for an estimated total cost of \$37,194.22.



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 |
|---------|------------|-----------------|------------|-------------|
| NMWG528 | 8/22/2023 | ADDING TO EA | 3194628 | \$37,194.22 |

IMPORTANT - PLEASE READ

Special Instructions: SA Coverage- 3/1/23-2/28/25

| QUOTE DETAILS | | | | |
|--|-----|---------|-------------|-------------|
| ITEM | QTY | CDW# | UNIT PRICE | EXT. PRICE |
| Microsoft SQL Server Enterprise Core Edition - license & software assurance Mfg. Part#: 7JQ-00341-2-SLG Electronic distribution - NO MEDIA Contract: Michigan Master Computing-MiDEAL (071B6600110) | 2 | 2727225 | \$14,749.77 | \$29,499.54 |
| Microsoft SQL Server Standard Core Edition - license & software assurance - Mfg. Part#: 7NQ-00302-2-SLG Electronic distribution - NO MEDIA Contract: Michigan Master Computing-MiDEAL (071B6600110) | 2 | 2848431 | \$3,847.34 | \$7,694.68 |

| | | | |
|-------------|--|--|-------------|
| SUBTOTAL | | | \$37,194.22 |
| SHIPPING | | | \$0.00 |
| SALES TAX | | | \$0.00 |
| GRAND TOTAL | | | \$37,194.22 |

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



Sales Contact Info

Jeff Jones | (866) 668-9487 | 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.cdw.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-04d

CITY COUNCIL AGENDA ITEM

Date: September 5, 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 Dumas, Library Director
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 5: Approval to Expend Budgeted Capital Funds - Troy Public Library Adult Study Area Screen Purchase and Budget Amendment

History

- The Troy Public Library is a destination point for public and university school students of all ages, as well as those working remotely. A quiet study work area is the most requested amenity from these Library users. Staff regularly receive comments on the need for more quiet areas.
- Recognizing this need, in December 2022, the City Council contracted for interior design services for \$29,000 for an Adult Study Area with *OHM Advisors, of Livonia, MI*. (Resolution #2022-12-192-J-4b). In June 2023, the City Council contracted for demolition, improved electrical power, and furniture for \$116,270.00 for an Adult Study Area with several vendors. (Resolution #2023-06-091-J-4d)
- To complete the project, the Library needs to purchase 12 acoustic screens that were not available and included in the June 2023 resolution.

Purchasing

- Pricing for 12 custom acoustic screens for the Library's Adult Study Area has been secured from *MDC Interior Solutions of Glendale Heights, IL* for a cost of \$9,511.12, as detailed in the attached proposal, dated August 28, 2023. MDC is the manufacturer of the desired acoustic screens and has agreed to sell directly to the City of Troy. By purchasing directly from the manufacturer, the City is receiving a greater discount than through distribution.
- Installation of the screens will be completed by the City of Troy's Facilities Department.

Financial

- The Library has previously budgeted and encumbered in the 2023 Fiscal Year \$145,270 from the Library Buildings and Improvements Capital Fund, account 401.790.975.900 under Project 2023C0056, for the design, area demolition, and furniture for this study area.
- In order to purchase these screens and complete this project, a budget amendment will be required in the amount of \$9,520 from the Library Fund balance to the Library's Buildings and Improvements under Project Number 2023C0056 for the 2024 Fiscal Year. Expenditures will be charged to account number 401.790.975.900



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Recommendation

City Management recommends granting the authority to expend budgeted capital funds to *MDC Interior Solutions of Glendale Heights, IL* for the purchase of custom acoustic screens for an estimated cost of \$9,511.12.

City Management further recommends that City Council approve a budget amendment from the Library Fund balance to the Library Capital Fund account 401.790.975.900 in the amount of \$9,520.



INTERIOR SOLUTIONS

400 High Grove Blvd. Glendale Heights, IL 60139
p.847.437.4000 f.847.437.4017 mdcwall.com

Quotation

Quote 40451148
Date 08/28/23
Expires 10/27/23

Bill To 333685
DENIS TRANTHAM
4693 ROCHESTER RD
TROY, MI 48085-4928

Ship To
DENIS TRANTHAM
4693 ROCHESTER RD
TROY, MI 48085-4928

Specifier
4537/308055 OHM ADVISORS

Project Name
TROY LIBRARY

Payment Terms
100% PAYMENT DUE

Customer P.O.
TROY LIBRARY

Ship Via
JARRETT LOGISTICS

MDC Contacts

Prepared By Carolyn Brock, 847-437-4000
cbrock@mdcwall.com

Sales Rep Rebecca Knorek, 419-450-7875
rknorek@mdcwall.com

***Payment In Full Must Be Received Prior To Processing**

| Product/Description | Quantity | Price | U/M | Extension |
|---|----------|--------|-----|-----------|
| ZTRPAT1027 ZINTRA VEDIC PATTERN 48" X 108" X 1/2" TOP COLOR->PEBBLE DIMS W X H->(12)48"W X 96"H TAG: D-1 | 12 | 463.94 | EA | 5,567.28 |
| ZTRHDW1029 ZINTRA FLOOR TO CEILING CABLE | 24 | 37.50 | EA | 900.00 |
| ZTRHDW1030 ZINTRA FIXING HARDWARE FOR FLOOR TO CEILING MOUNTING HARDWARE->CABLE STAND OFFS | 72 | 16.25 | EA | 1,170.00 |
| ZINTRAWSD ZINTRA WORKSHOP DRAWING DIMS W X H->(12)48"W X 96"H BASE COLOR->N/A TOP COLOR->PEBBLE DESIGN->VEDIC PATTERN PANEL ZINTRA THICKNESS->1/2" | 3 | 195.00 | EA | 585.00 |
| ZINTRAPALLET ZINTRA PALLET FREIGHT IS AN ESTIMATE TO ZIP COSE 48085, SUBJECT TO CHANGE | 1 | 210.00 | EA | 210.00 |

| | |
|-----------------------|-----------------|
| Merchandise | 8,432.28 |
| Est Shipping/Handling | 1,078.84 |
| Misc Charge | 0.00 |
| Tax | 0.00 |
| Total | 9,511.12 |

Thank you for your consideration on this project

This quote is for budgetary purposes only.

Pricing, freight and taxes subject to change based on final quantities, ship-to, and method of payment. Some products require design approval and/or field verified dimensions. Inquires should be directed to MDC contacts listed above.

A 1.50% surcharge to be applied to all credit card payments. To avoid this additional charge, consider alternative payment methods such as check, ACH, or wire transfer.



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-05

CITY COUNCIL AGENDA ITEM

Date: August 30, 2023

To: Mark F. Miller, City Manager

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

Subject: Local Critical Infrastructure Planning Grant – Amendment

History:

The Oakland County Board of Commissioners authorized the use of American Rescue Plan Act funding to pay for grants for Local Critical Infrastructure Planning. City Council previously approved the Interlocal Agreement for the Local Critical Infrastructure Planning Grant by Resolution # 2022-09-129-J-10 (September 12, 2022) and an Amended agreement by Resolution #2022-10-142-J-5 (October 3, 2022).

The reason for the amendment is because these programs are being funded with the County's SLFRF revenue loss allotment. Therefore, the amendment removes the language classifying the recipient as a subrecipient of federal funds. The most substantial impact of moving programs to the revenue loss category is that recipients are no longer "subrecipients" and will no longer be subject to subrecipient monitoring requirements. They will become a general grantee of the County and will not be subject to the compliance requirements set forth in Uniform Guidance (i.e. reporting funds on their SEFA, following procurement standards, property and equipment management, and more).

Project Information:

There has been no change to the projects that were submitted.

Financial:

There has been no change to the funding amounts associated with the agreement.

Recommendation:

Staff recommends that City Council approve the amendment to the Interlocal Agreement between the City of Troy and the Board of Commissioners of the County of Oakland for the Local Critical Infrastructure Planning Grant. Furthermore, staff recommends that the Mayor and City Clerk be authorized to execute the agreement.

Legal Review:

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

**AGREEMENT FOR LOCAL FISCAL RECOVERY FUND DISTRIBUTION BETWEEN
OAKLAND COUNTY AND
CITY OF TROY**

Amendment 1

The Parties agree to amend the **AGREEMENT FOR LOCAL FISCAL RECOVERY FUND DISTRIBUTION BETWEEN OAKLAND COUNTY AND the City OF TROY** ("Agreement") as follows:

1. The following sentence will be added to the end of the first paragraph on the first page of the Agreement: "Notwithstanding any language to the contrary in the Agreement, Public Body is a grantee of the funds it received under the Agreement. Public Body shall comply with all requirements in the Agreement regardless of its classification as a grantee."
2. Paragraph 5.f. under **PUBLIC BODY AFFIRMATIONS** will be deleted.
3. Paragraph 10. **COMPLIANCE WITH LAWS** will be modified to add subparagraph f. which states, "Public Body must comply with 2 C.F.R. Part D, Post Federal Award Requirements, being 200.300 et seq., where applicable."
4. This Amendment will be effective on _____.
5. All contractual provisions of the Agreement not otherwise affected by this Amendment shall remain in full force and effect.

FOR AND IN CONSIDERATION of the mutual assurances, promises, acknowledgments, set forth in this Amendment 1 and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment 1 on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Amendment 1.

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

EXECUTED: _____
Ethan Baker, Mayor, City of Troy

DATE: _____

WITNESSED: _____
M. Aileen Dickson, City Clerk

DATE: _____

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

EXECUTED: _____

David Woodward, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____

Oakland County Board of Commissioners
County of Oakland

DATE: _____



CITY OF TROY | CITY CLERK'S OFFICE | 500 WEST BIG BEAVER | TROY, MI 48084
PHONE: 248-524-3316 | FAX: 248-524-1770 | E-MAIL: CLERK@TROYMI.GOV

October 10, 2022

Oakland County Executive
Attn: Mr. Kenneth Dobson
2100 Pontiac Lake Road
Waterford, MI 48328

RE: Agreement for Local Fiscal Recovery Fund Distribution between Oakland County and City of Troy

On Monday, October 3, 2022, Troy City Council approved the revised Agreement for Local Fiscal Recovery Fund Distribution between Oakland County and the City of Troy.

Enclosed is the signed, revised Agreement containing the necessary signatures and have included a certified resolution.

Once Oakland County signs the agreements, please return one (1) fully-executed original to:

Cheryl A. Stewart, Deputy City Clerk
City of Troy
500 W. Big Beaver Rd.
Troy, MI 48084.

If you have any questions, please not hesitate to contact me at (248) 524-3317 or by email at cheryl.stewart@troymi.gov.

Sincerely,

A handwritten signature in cursive script that reads 'Cheryl A. Stewart'.

Cheryl A. Stewart
Deputy City Clerk
Troy Clerk's Office

enclosures



500 West Big Beaver
Troy, MI 48084
troymi.gov

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

At a Regular meeting of the Troy City Council held on Monday, October 3, 2022, the following Resolution was passed:

J-5 Local Critical Infrastructure Planning Grant – Extension of Time Frame to Use Grant Funds

Resolution #2022-10-142-J-5

Moved by Abraham

Seconded by Hamilton

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

Yes: All-7

No: None

MOTION CARRIED

I, M. Aileen Dickson, duly appointed City Clerk of the City of Troy; do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Troy City Council at a Regular Meeting duly called and held on Monday, the Third day of October, 2022.

M. Aileen Dickson, MMC, MiPMC II
City Clerk

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

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

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

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

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

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

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

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

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

- c. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
 - d. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - e. **Public Body** means the City of Troy including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
 - f. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who use or have access to the funds provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
2. **GRANT**. Subject to the terms and condition of this Agreement, and in reliance upon the Public Body's affirmations set forth below, the County agrees to make, and the Public Body agrees to accept, the grant funds.
- a. County will distribute \$100,000 in grant funds to Public Body for the project scope it included in its application to the County, which is attached and incorporated into this Agreement as **Exhibit A**.
 - b. PUBLIC BODY UNIQUE ENTITY IDENTIFIER (OR DUNS NUMBER): QYPCKM4J5K81
 - c. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): SLFRP2640
 - d. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER: 21.027
 - e. FEDERAL AWARD DATE: May 28, 2021
 - f. SUBAWARD PERIOD OF PERFORMANCE START AND END DATE: 10-01-2022 – 12-31-2026.
 - g. AWARD IS NOT FOR RESEARCH & DEVELOPMENT (R&D): Funds cannot be used for research and development related expenditures.
 - h. INDIRECT COST RATE FOR FEDERAL AWARD: Indirect costs are not eligible for this Agreement.
 - i. CONTACT PERSON FOR COUNTY/PASS THROUGH ENTITY: Kenneth Dobson.
 - j. DEFINED USE OF FUNDS: All grant funds must be expended in accordance with this Agreement and the guidelines for ARPA funds.

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

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

4. **COUNTY'S RESPONSIBILITIES.**

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

5. **PUBLIC BODY AFFIRMATIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

11. **DURATION OF INTERLOCAL AGREEMENT.**

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

12. **ASSURANCES.**

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

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

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

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


14. **SETOFF OR RETENTION OF FUNDS**

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


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

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

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


EXECUTED: 
Ethan Baker, Mayor, City of Troy

DATE: 10/03/2022

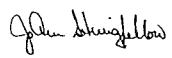
WITNESSED: 
[M. Aileen Dickson, City Clerk]

DATE: 10/03/2022

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

EXECUTED: 
David T. Woodward (Apr 21, 2023 17:41 EDT)
David Woodward, Chairperson
Oakland County Board of Commissioners

DATE: Apr 21, 2023

WITNESSED: 
Oakland County Board of Commissioners
County of Oakland

DATE: Apr 21, 2023

Exhibit A



MAILING: PO Box 824
Bloomfield Hills, MI 48303-0824
SHIPPING: 555 Hulet Drive
Bloomfield Hills, MI 48302-0360
PHONE: 248-454-6300
WEBSITE: hrcengr.com

Sanitary Sewer Master Plan Update Memorandum

To: Mr. William Huotari, P.E., City Engineer
From: Bradley Shepler, P.E., Senior Associate
Date: March 31, 2022
Subject: Project Summary for City of Troy Sanitary Sewer Master Plan Update
Oakland County Local Government Critical Infrastructure Grant
HRC Job No. 20220308

SANITARY SEWER MASTER PLAN UPDATE

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

Statement of Need:

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

Desired Outcomes:

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

1) Protect Public Health.

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

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

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

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

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

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

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

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

2) Preserve Natural Resources and a Healthy Environment.

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

3) Maintain Reliable, High-Quality Service.

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

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

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

4) Assure Value for Investment.

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

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

5) Contribute to Economic Prosperity.

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

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

Critical Infrastructure Planning Grant Priorities:

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

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

Methods and Strategies:

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

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

Budget & Project Estimates:

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

Schedule:

All proposed work shall be completed on or before September 30, 2023. The following is a basic preliminary schedule for the proposed work:

Information Gathering: May 2022 – August 2022

Review Current System Operation: August 2022 – September 2022

Identify Future Improvements and Portions Recommended for Further Analysis: September 2022 – January 2023

Summarize System Capacities and Update Mapping: January 2023 – April 2023

Preparation of Deliverables: April 2023 – June 2023

Finalizing Deliverables: July 2023 – September 2023

Master Storm Drainage Plan Update Memorandum

To: Mr. William Huotari, P.E., City Engineer
From: Bradley Shepler, P.E., Senior Associate
Date: March 31, 2022
Subject: Project Summary for City of Troy Master Storm Drainage Plan Update
Oakland County Local Government Critical Infrastructure Grant

HRC Job No. 20220308

MASTER STORM DRAINAGE PLAN UPDATE

The following is a summary of the proposed City of Troy planning efforts specifically related to updating the City's existing Master Storm Drainage Plan. The update will include the following changes/additions to the initial Master Storm Drainage Plan developed in 1966 and the comprehensive Master Storm Drainage Plan Update developed in 1997; revisions to the base map, updates to the drainage calculations and computerized storm system models where applicable, prioritized recommended improvements list and cost estimates for recommended improvements. This is provided as supplemental information for an application for funding through the Oakland County Local Government Critical Infrastructure Grant program.

Statement of Need:

The City completed an initial Master Storm Drainage Plan in 1966 and a comprehensive Master Storm Drainage Plan Update in 1997. The major drainage system serving the City was constructed in accordance with the 1966 master plan. The 1997 update re-evaluated the drainage districts and portions of the drainage system not installed as recommended in the 1966 master plan. The 1997 update also evaluated various drainage concerns within specific localized areas based on the Local, County and State Regulations at the time. Many of the recommended improvements from the 1997 master plan update have been implemented; however, some of the recommendations remain incomplete. A few localized drainage issues have arisen since the 1997 update and with the new Oakland County Stormwater Engineering Design Standards, the City has determined that it is prudent to complete a subsequent Master Storm Drainage Plan update and re-evaluate for potential implementation of green infrastructure and infiltration opportunities.

Desired Outcomes:

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

1) Protect Public Health.

Flooding and standing water can cause damage to private property, buildings, vehicles and infrastructure (sanitary sewer systems, water distribution systems, road base and stability, etc.). It can also result in blocked pedestrian paths, unsafe driving conditions, mosquito infestations and an increased potential for West Nile virus and inconveniences to residents when flooding or standing water encroaches onto private property from the City rights-of-way. These impacts are detrimental to the health and safety of the public.

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

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

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

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

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

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

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

The efforts proposed as part of this Master Storm Drainage Plan Update will include revisions to the City's base map (which shows existing drainage patterns, limits of drainage districts and runoff coefficients), updates to the drainage calculations and computerized storm system models where applicable and an analysis of study areas indicated as having a need for storm drainage improvements. The results of this analysis will be used to assemble a prioritized recommended improvements list. These improvements will help mitigate the negative impacts and hazardous conditions which can result from flooding, surcharging and standing water. Updating the master plan will help the City prioritize capital needs in its stormwater system and protect public safety and health.

The prioritized recommended improvements list will be prioritized based on potential safety concerns resulting from the improvements not being made to the areas associated with reported drainage concerns. This prioritization will allow the City to proactively plan for and implement recommended improvements with the intent of mitigating any major safety hazards. These projects will help protect public health and address any safety concerns.

2) Preserve Natural Resources and a Healthy Environment.

Proper conveyance of stormwater is essential for quality of life. Properly functioning stormwater systems provide a significant benefit to the environment by not only protecting against flooding and standing water, but also reducing pollutant loads into the rivers, lakes and streams and mitigating stream bank erosion by managing peak flows. The master plan update will identify proposed improvement projects for the City's existing stormwater system. These proposed projects will provide the City with improved stormwater management system functionality so they can continue benefiting the environment and providing their customers with the expected quality of life.

The City acknowledges the benefits of managing stormwater using low-impact development (bioswales, rain gardens, level spreaders, retention systems, detention systems, etc.), infiltration and natural drainage (ditches and culverts) systems and practices. In order to begin implementing these types of natural drainage systems, the City must invest time and revenue into developing operation and maintenance strategies for any proposed green stormwater infrastructure to ensure they would be able to meet the current storm water regulations and standards. The update will evaluate the drainage districts based on the current Local, County and State Storm Water Regulations as the City recently adopted new storm water regulations and provide the City with a comprehensive document that provides guidance and recommendations for accomplishing this goal of implementing green stormwater infrastructure systems.

3) Maintain Reliable, High-Quality Service.

The City relies on its customers' support of, trust in and investment in the community to ensure fiscal sustainability. Customers with knowledge of the City's master planning initiatives, goals and objectives that are used to make decisions on how their tax dollars and service fees are spent, are more likely to support the operation, maintenance and improvement of the City infrastructure systems. Updating and maintaining a Master Storm Drainage Plan will provide the City leadership with a comprehensive document and inclusive resource to reference when operating and maintaining the system and when drainage concerns arise. The update will also provide the City with a platform from which to be transparent with their residents and deliver information to interested customers. The recommended improvement projects, to be included in the master plan update, will help strengthen customer confidence in the forward-thinking, proactive and environmentally friendly nature of their leadership; thereby, improving long-term fiscal sustainability of the City.

As part of the master plan update, the City anticipates including recommended improvement projects for the areas with storm drainage concerns. These recommendations will allow the City to update their current standard operating procedures for stormwater system maintenance to ensure continuous improvement to the system's ability to provide proper and efficient stormwater conveyance.

4) **Assure Value for Investment.**

The Master Storm Drainage Plan Update will use a holistic approach to gather background and current conditions information, revise the base map, update the drainage calculations and computerized storm system models where applicable and analyze study areas identified as having storm drainage concerns while creating a prioritized recommended improvements list, assembling cost estimates for recommended improvements and updating the master storm drainage plan. This approach will allow the City to make strategic and optimal decisions which will ensure a greater value for investments.

The master plan update will recommend improvements which will help improve and manage the drainage capabilities of the City's stormwater system. Providing guidance for improvements in advance will reduce the overall implementation (planning, design and construction) time and costs of the proposed work by providing sufficient time for this work to be coordinated with other infrastructure projects and/or improvement projects with a similar scope of work. Coordination between construction projects (i.e., other infrastructure or similarly scoped projects) has been shown to reduce infrastructure costs and the overall impact of construction disruption on the residents and community.

5) **Contribute to Economic Prosperity.**

It is the City's responsibility to build and maintain infrastructure systems which meet the needs and expectations of their residents; this includes providing proper and efficient conveyance of stormwater to protect against flooding and maintain the integrity and quality of the bodies of water receiving the runoff within these highly urbanized areas.

Businesses seek the benefits of subsisting within highly urbanized environments, such as the City of Troy, as these environments typically provide close proximity to freeways and access to larger volumes of people (i.e. potential workforce and customers). However, highly urbanized areas have higher population densities which result in larger areas of impervious surfaces and increased levels of runoff. Business owners and residents residing in these highly urbanized environments expect the City to handle the increased runoff so that the environment remains habitable and useable. Stormwater management systems are an effective way to manage this increased runoff. This master plan update will be used as a management tool to help protect the City's stormwater management infrastructure system and provide businesses and residents with their expected level of service.

The City's intention of assessing the existing stormwater system and planning for improvement projects via a Master Storm Drainage Plan Update supports the fact that the City is seeking ways to fulfill their responsibilities and meet their customers' expectations. If business owners and residents feel that the City is doing what it can to address their needs and meet their expectations, they are more likely to provide support for these improvements. As such, resident support encourages investment into the community and a City's ability to properly manage stormwater in a highly urbanized environment enhances property values and economic prosperity.

Critical Infrastructure Planning Grant Priorities:

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

- 1) **Serious risk to public health** – The project has a substantial impact on public health as described in the Desired Outcomes section.
- 2) **Compliance with Federal and State regulations** – This updated master plan will evaluate the drainage districts based on the current Local, County and State Storm Water Regulations.
- 3) **Assistance for systems experiencing the greatest affordability needs**—Like all stormwater management systems, asset management-based planning is important for making sure that customers are getting the appropriate level of service at the lowest costs.

Methods and Strategies:

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

- 1) Professional services will be performed by the City and their contracted consulting engineers. Professional services include:
 - a) Gather Background & Current Conditions Information
 - i) Utilize all applicable information from the original 1966 plan and 1997 update
 - ii) Current conditions will most likely consist of details of existing drainage patterns, locations of recurring drainage concerns and existing drainage facilities in the vicinity of these areas of concern
 - b) Revise Base Map & Update Drainage Calculations and Computerized Storm System Models
 - i) Base map will show the existing drainage patterns, limits of drainage districts and runoff coefficients
 - ii) Drainage calculations and computerized storm system model (where applicable) will be based on current and future land use and will be used to determine predicted flow rates during a ten (10) year storm event
 - (1) For districts modeled during the 1997 update, the existing model will be revised to reflect the current conditions
 - c) Analyze Study Areas with Reported Storm Drainage Concerns
 - d) Create Prioritized Recommended Improvements List
 - i) The analysis of study areas with reported storm drainage concerns will be used to identify recommended improvements
 - ii) Recommended improvements will be displayed on the base map and prioritized based on potential safety concerns resulting from the associated drainage concerns
 - e) Assemble Cost Estimates for Recommended Improvements
 - f) Update Master Storm Drainage Plan
 - i) Summarize the conclusions, list the prioritized recommended improvements, display the base map and include the cost estimates
- 2) Any services which cannot be performed by either the City or their contracted consulting engineers will be performed by a contractor/consultant who has gone through a competitive bid process.

Budget & Project Estimates:

The City intends to perform the work outlined above and is projecting a cost of \$90,000 to complete the Work.

Schedule:

All proposed work shall be completed on or before September 30, 2023. The following is a basic preliminary schedule for the proposed work:

Gather Background & Current Conditions Information: May 2022 – July 2022

Revise Base Map & Computer Model: July 2022 – September 2022

Analyze Study Areas with Reported Storm Drainage Concerns: September 2022 – November 2022

Create Prioritized Recommended Improvements List: November 2022 – January 2023

Assemble Cost Estimates: January 2023 – March 2023

Preparation of Deliverables: March 2023 – July 2023

Finalizing Deliverables: July 2023 – September 2023

Detention Basin Inventory Update Memorandum

To: Mr. William Huotari, P.E., City Engineer
From: Bradley Shepler, P.E., Senior Associate
Date: March 31, 2022
Subject: Project Summary for City of Troy Detention Basin Inventory Update
Oakland County Local Government Critical Infrastructure Grant

HRC Job No. 20220308

DETENTION BASIN INVENTORY UPDATE

The following is a summary of the proposed City of Troy planning efforts specifically related to updating the City's existing Detention Basin Inventory. The update will include the following changes/additions to the original Inventory developed in 2007; an inventory of the new and existing City-owned detention basins, revised database used to document the detention basin conditions and features observed during field assessments, condition and functionality ratings for each basin and an itemized list of recommended maintenance repairs/rehabilitation and potential detention basin improvements to ensure the detention basins are meeting current Oakland County standards for detention basin design and capacity. This is provided as supplemental information for an application for funding through the Oakland County Local Government Critical Infrastructure Grant program.

Statement of Need:

With increasingly frequent and severe weather events, it is imperative that the City continue maintaining and improving their existing City-owned detention basin infrastructure while discovering innovative ways to properly size undersized basins. Improper collecting and detaining of stormwater as a result of undersized and/or under-maintained basins can cause damage and hazardous environments from flooding, high pollutant levels in rivers, lakes and streams and stream back erosion. The City would like to update their existing Detention Basin Inventory to continue documenting the City-owned detention basins and recommending maintenance strategies and retrofit opportunities to improve the condition of their basins and properly size undersized basins per the Oakland County detention basin requirements for design and capacity.

Desired Outcomes:

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

1) Protect Public Health:

Detention basins are designed to collect, detain and regulate the release of stormwater to protect against flooding within highly urbanized areas (sub-divisions, industrial areas, commercial developments, etc.). Flooding, as a result of undersized or under-maintained detention basins, can cause damage to private property, buildings, vehicles and infrastructure (sanitary sewer systems, water distribution systems, road base and stability, etc.). It can also result in blocked pedestrian paths, unsafe driving conditions, mosquito infestations and an increased potential for West Nile virus and inconveniences to residents when water encroaches onto private property from the City-owned detention basins. The Detention Basin Inventory Update will include specific recommended maintenance repairs/rehabilitation

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

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

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

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

Jackson
401 S. Mechanic St.
Suite 8
Jackson, MI 49201
517-292-1295

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

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

and potential retrofit opportunities for the new and existing City-owned detention basins. These projects will improve the condition, functionality and capacity of these basins to help mitigate any negative impacts and hazardous conditions resulting from flooding in order to protect public safety and health.

2) Preserve Natural Resources and a Healthy Environment:

Proper temporary storage and detention of stormwater is essential for quality of life. Properly functioning detention basins provide a significant benefit to the environment by not only protecting against flooding, but also by reducing pollutant loads into rivers, lakes and streams and mitigating stream bank erosion by managing peak flows. This inventory update will identify recommended maintenance repairs/rehabilitation and potential retrofit opportunities for the new and existing City-owned detention basins in order to ensure these basins are properly maintained and sized. These proposed maintenance projects and capacity improvements will provide the City with improved detention basin functionality so they can continue benefiting the environment and providing their customers with the expected quality of life.

The City acknowledges the benefits of using detention basins for stormwater management within the City and would like to continue doing so in the future. In order to continue using detention basins for stormwater management, the City must invest time and revenue into maintaining and retrofitting the detention basins to ensure they are meeting the current Oakland County Stormwater Engineering Design Standards. Part of the inventorying and assessment work, the City will evaluate the existing basins for potential green stormwater infrastructure improvements and how they can be incorporated into the existing basins.

The inventory update will also serve as a valuable document for meeting the requirements established by the City of Troy's Storm Water Pollution Prevention Initiative and Phase II Storm Water General Permit from the Michigan Department of Environment, Great Lakes and Energy (EGLE).

3) Maintain Reliable, High-Quality Service:

The City relies on its customers' support of, trust in and investment in the community to ensure fiscal sustainability. Customers with knowledge of the City's planning initiatives, goals and objectives that are used to make decisions on how their tax dollars and service fees are spent, are more likely to support the operation, maintenance and improvement of the City infrastructure systems. Updating and maintaining a Detention Basin Inventory will provide City leadership with a comprehensive document and inclusive resource to reference when maintaining and improving the City-owned detention basins and when capacity questions or flooding issues arise. The update will also provide the City with a platform from which to be transparent with their residents and deliver information to interested customers. The recommended maintenance repairs/rehabilitation and improvement opportunities, to be included in the inventory update, will help strengthen customer confidence in the proactive and environmentally friendly nature of their leadership; thereby, improving long-term fiscal sustainability of the City.

As part of the inventory update, the City anticipates identifying recurring maintenance activities and processes for the City-owned detention basins. This will allow the City to review and update their current standard operating procedures for basin maintenance to ensure continuous improvement to the condition and capacity of the detention basins.

4) Assure Value for Investment:

The inventory update will use a holistic approach to inventory the new and existing City-owned detention basins, revise the database used to document the detention basin conditions and features observed during field assessments and assign condition and functionality ratings for each basin while simultaneously itemizing a list of recommended maintenance repairs/rehabilitations and potential detention basin improvements to ensure the detention basins are meeting functionality and performance expectations. This approach will allow the City to make strategic and optimal decisions which will ensure a greater value for investments.

The inventory update will recommend proposed maintenance repairs/rehabilitation work and potential detention basin improvements which will help improve and manage the conditions and capacities of the City-owned detention basins. Providing guidance for maintenance and improvements in advance will reduce the overall implementation (planning, design and construction) costs of the proposed work by providing sufficient time for this work to be coordinated with other improvement projects with a similar scope of work. Coordination between similarly scoped construction projects has been shown to reduce infrastructure costs and the overall impact of construction disruption on the residents and community.

Exploring the potential for and implementing retrofit opportunities is a way to optimize existing infrastructure by increasing the capacity of any undersized detention basins so that they are properly sized per the current Oakland County standards for detention basin design and capacity. The City will receive the most value from limited resources by retrofitting existing basins instead of abandoning undersized basins and constructing new properly sized basins.

5) **Contribute to Economic Prosperity:**

It is the City's responsibility to build and maintain infrastructure systems which meet the needs and expectations of their residents, this includes providing properly sized detention basins to collect and detain stormwater to protect against flooding and maintain the integrity and quality of the bodies of water receiving the runoff within these highly urbanized areas.

Businesses seek the benefits of subsisting within highly urbanized environments, such as the City of Troy, as these environments typically provide close proximity to freeways and access to larger volumes of people (i.e. potential workforce and customers). However, highly urbanized areas have higher population densities which result in larger areas of impervious surfaces and increased levels of runoff. Business owners and residents residing in these highly urbanized environments expect the City to handle the increased runoff so that the environment remains habitable and useable. Detention basins are an effective way to manage this increased runoff. This inventory update will be used as a management tool to help protect this portion of the City's stormwater management infrastructure system and provide businesses and residents with their expected level of service.

The City's intention of assessing the existing detention basins and planning for improvement projects via a Detention Basin Inventory Update supports the fact that the City is seeking ways to fulfill their responsibilities and meet their customers' expectations. If business owners and residents feel that the City is doing what it can to address their needs and meet their expectations, they are more likely to provide support for these maintenance and improvement projects. As such, resident support encourages investment into the community and a City's ability to properly manage stormwater in a highly urbanized environment enhances property values and economic prosperity.

Critical Infrastructure Planning Grant Priorities:

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

- 1) **Serious risk to public health** – The project has a substantial impact on public health as described in the Desired Outcomes section.
- 2) **Compliance with Federal and State regulations** – This updated inventory will meet the requirements of the City of Troy's Storm Water Pollution Prevention Initiative and the Phase II Storm Water General Permit from EGLE.
- 3) **Assistance for systems experiencing the greatest affordability needs**—Like all stormwater management systems, asset management-based planning is important for making sure that customers are getting the appropriate level of service at the lowest costs.

Methods and Strategies:

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

- 1) Professional services will be performed by the City and their contracted consulting engineers. Professional services include:
 - a) **Inventory Update** - inventorying the new and existing City-owned detention basins
 - b) **GIS/GPS Database** - revising the GIS/GPS Database to include fields for all the information to be collected during the Field Identification and Assessment work
 - c) **Field Identification and Assessment** – assessing and documenting the condition of the detention basins
 - i) Information to be collected during the field identification and assessment includes storage volume & depth, surface area, shape, class of vegetation & vegetative indicators, inlet & outlet structures, restrictors, fencing, side slope and erosion potential.
 - d) **Analysis/Summary of Collected Data** – using the collected data to rate the condition, functionality and approximate capacity of each basin, creating an itemized list of recommended maintenance repairs/rehabilitation and examining opportunities for potential detention basin improvements (based on the City's current Storm Water Standards)
 - e) **Preparation of Recommendations** – preparing recommendations which discuss basin maintenance and potential improvement opportunities
 - f) **Preparation of Final Report** – summarizing the collected data, recommended maintenance items, associated costs for maintenance items and potential basin improvement opportunities for the new and existing City-owned detention basins in the Detention Basin Inventory Update
- 2) Any services which cannot be performed by either the City or their contracted consulting engineers will be performed by a contractor/consultant who has gone through a competitive bid process.

Budget & Project Estimates:

The City intends to perform the work outlined above and is projecting a cost of \$65,000 to complete the Work.

Schedule:

All proposed work shall be completed on or before September 30, 2023. The following is a basic preliminary schedule for the proposed work:

Inventory Update: May 2022 – July 2022
GIS/GPS Database Update: May 2022 – June 2022
Field Identification and Assessment: July 2022 – November 2023
Analyze/Summarize Collected Data: November 2023 – April 2023
Prepare Recommendations: April 2023 – June 2023
Preparation of Deliverables: June 2023 – August 2023
Finalizing Deliverables: August 2023 – September 2023



HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

MAILING: PO Box 824
Bloomfield Hills, MI 48303-0824
SHIPPING: 555 Hulet Drive
Bloomfield Hills, MI 48302-0360
PHONE: 248-454-6300
WEBSITE: hrcengr.com

Applicable Contacts

City of Troy

William Huotari, P.E. (City Engineer)
huotariwj@troymi.gov

G. Scott Finlay, P.E. (Deputy City Engineer)
finlaysg@troymi.gov

Hubbell, Roth & Clark, Inc.

Bradley Shepler, P.E. (Senior Associate)
bshepler@hrcengr.com

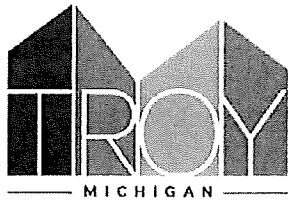
Emily Ause, P.E. (Staff Engineer)
eause@hrcengr.com

| | | | | | | |
|---|---|---|--|--|---|---|
| Delhi Township 2101 Aurelius Rd. Suite 2A Holt, MI 48842 517-694-7760 | Detroit 535 Griswold St. Buhl Building, Ste 1650 Detroit, MI 48226 313-965-3330 | Grand Rapids 81925 Breton Road SE Suite 100 Grand Rapids, MI 49506 616-454-4286 | Howell 105 W. Grand River Howell, MI 48843 517-552-9199 | Jackson 401 S. Mechanic St. Suite B Jackson, MI 49201 517-292-1295 | Kalamazoo 834 King Highway Suite 107 Kalamazoo, MI 49001 269-665-2005 | Lansing 215 S. Washington SQ Suite D Lansing, MI 48933 517-292-1488 |
|---|---|---|--|--|---|---|

Exhibit B

| Grant Award | Local Match |
|--------------|--------------|
| \$100,000.00 | \$100,000.00 |

Grant Award will equal the local match up the amount listed above, any amounts above the sum of the amounts listed above will be through local funds.



500 West Big Beaver
Troy, MI 48084
troymi.gov

8

CITY COUNCIL AGENDA ITEM

Date: September 15, 2022

To: Mark F. Miller, City Manager

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

Subject: Local Critical Infrastructure Planning Grant – Extension of Time Frame to use Grant Funds

History:

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

City Council previously approved the Interlocal Agreement for the Local Critical Infrastructure Planning Grant by Resolution # 2022-09-129-J-10 (September 12, 2022). Oakland County has extended the time frame to use the grant funds from December 31, 2023 to December 31, 2026.

Project Information:

There has been no change to the projects that were submitted. The full scope is included as Exhibit "A" of the Interlocal Agreement.

Financial:

There has been no change to the funding amounts associated with the agreement, the time frame to use the grant funds has been revised from December 31, 2023 to December 31, 2026.

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

Recommendation:

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

Legal Review:

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



OAKLAND COUNTY EXECUTIVE DAVID COULTER

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

Dear Mr. Finlay,

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

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

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

Project Requirements include:

- A local government one-to-one match for this grant.
- Grantees must submit quarterly reporting on the grant fund.
- Grantees shall submit a final report by the end of the agreement or within 30 days after the project is completed, or whichever date is sooner.
- Funds received from this grant must be used by Dec. 31, 2026.

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

Regards,

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



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: September 5, 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
5920 Livernois Office Building - Project No. 23.906.3

History

Eureka Building Company proposes to develop 5920 Livernois Office Building located on the east side of Livernois Road, South of Cutting Blvd, Section 10.

Troy Planning Commission granted preliminary site plan approval on December 13th, 2022.

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 Eureka Building Company on behalf of the City of Troy including: Storm Sewer, Underground Detention System, Asphalt Parking Lot, Concrete Approach and Sidewalk. 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 Eureka Building 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.: **23.906.3**

Project Location: **NW 1/4 Section 10**

Resolution No:

Date of Council Approval:

This Contract, made and entered into this **12** day of **September, 2023** by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and **Eureka Building Co** whose address is **5960 Livernois Road, Troy, MI 48085** and whose telephone number is **586-405-4080** hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of **Water Main, Storm Sewer, Concrete Pavement, Sidewalk and Underground Detention System** in accordance with plans prepared by **PEA Group** whose address is **1849 Pond Run, Auburn Hills, MI 48326** and whose telephone number is **844-813-2949** and approved prior to construction by the City in accordance with City of Troy specifications.

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

Refundable escrow deposit equal to the estimated construction cost of \$ **172,749.00**. This amount will be deposited with the City in the form of (check one):

| | | |
|--|-------------------------------------|-------------------------------|
| Cash/Check | <input type="checkbox"/> | } 10% Cash <u>\$17,274.90</u> |
| Certificate of Deposit & 10% Cash | <input type="checkbox"/> | |
| Irrevocable Bank Letter of Credit & 10% Cash | <input checked="" type="checkbox"/> | |
| Performance Bond & 10% Cash | <input type="checkbox"/> | |

Refundable cash deposit in the amount of \$ **93,939.00**. This amount will be deposited with the City in the form of (check one):

| | | | |
|------|--------------------------|-------|-------------------------------------|
| Cash | <input type="checkbox"/> | Check | <input checked="" type="checkbox"/> |
|------|--------------------------|-------|-------------------------------------|

Non-refundable cash fees in the amount of \$ **650.00**. This amount will be paid to the City in the form of (check one):

| | | | |
|------|--------------------------|-------|-------------------------------------|
| Cash | <input type="checkbox"/> | Check | <input checked="" type="checkbox"/> |
|------|--------------------------|-------|-------------------------------------|

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 28 day of August, 2023.

OWNERS

By: [Signature]

Erion Nikolla / Eureka Building Co

*
Its: President

Please Print or Type

*
Its: _____

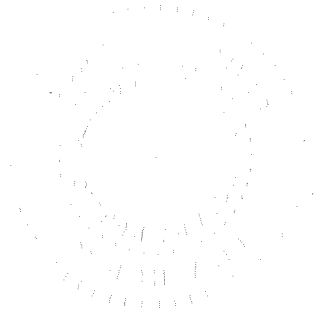
Please Print or Type

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 28 day of August, A.D. 2023, before me personally appeared Erion Nikolla / Eureka Building Co 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.

[Signature]
Edlira Hodaj
NOTARY PUBLIC, Oakland, Michigan

My commission expires: 06/17/2029
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: PPC23.906.3

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
5920 LIVERNOIS
88-20-10-101-018 Lot: 1&2-
Subdivision: TROY
Project No:

Permittee/Owner
EUREKA BUILDING COMPANY
5960 LIVERNOIS
TROY MI 48084
(586) 405 4080

Issued: 09/01/2023 Expires:

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

Applicant
5960 LIVERNOIS
TROY MI 48084
(586) 405 4080

Work Description: PROPOSED NEW OFFICE BUILDING

Stipulations: **ONSITE UNDERGROUND DETENTION SYSTEM**

Work will meet all codes and inspections.

| Category | Permit Item | Acreage/Qty |
|----------------------------|-------------------------------------|-------------|
| Escrow Deposits | Sanitary Sewers | 8,056.00 |
| Escrow Deposits | Water Mains | 41,270.00 |
| Escrow Deposits | Storm Sewers | 36,575.00 |
| Escrow Deposits | Pavement | 8,505.00 |
| Escrow Deposits | Grading | 3,020.00 |
| Escrow Deposits | Detention Basin | 74,048.00 |
| Escrow Deposits | Temporary Access Road | 1,275.00 |
| Cash Fees (Non-Refundable) | Water Main Testing/Chlorination PA2 | 10.00 |
| Cash Deposits (Refundable) | Construction Engineering (CE) | 172,749.00 |
| Cash Deposits (Refundable) | Sidewalks | 1,825.00 |
| Cash Deposits (Refundable) | ROW Restoration | 650.00 |
| Cash Deposits (Refundable) | Repair & Maintenance-Public Streets | 5,000.00 |
| Cash Deposits (Refundable) | Punchlist & Restoration | 172,149.00 |

Amount Due: **0.00**
PAID IN FULL



Project Construction

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

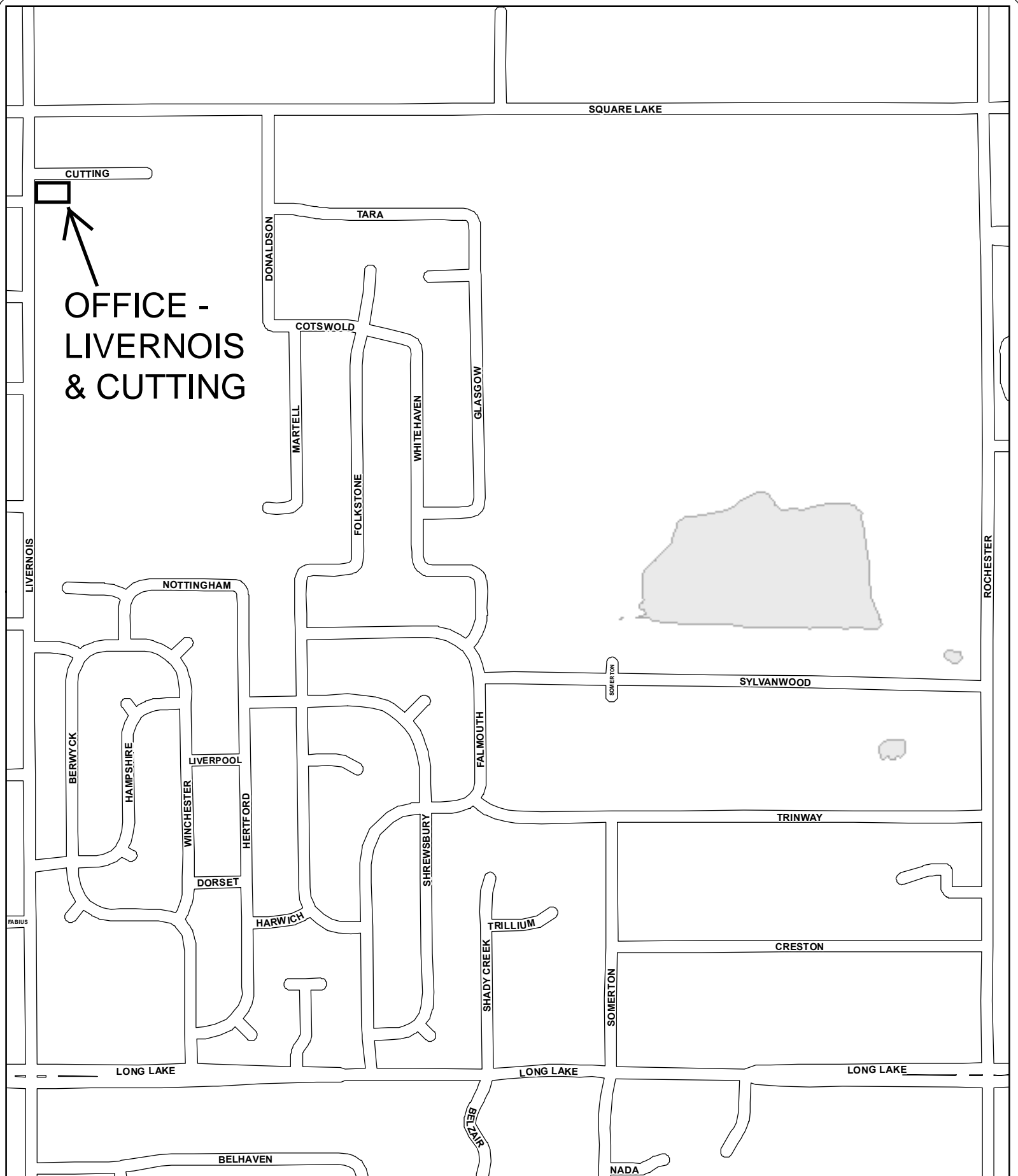
- 1) **INTENT:** Since a permit will have to be secured from the City prior to the start of any construction or maintenance operations proposed by this application, it is the intent of these supplemental specifications to be incorporated as part of the plans or specifications required for this proposed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

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

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

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

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





500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: September 8, 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
Ashton Parc Condominiums - Project No. 21.909.3

History

Glen Arbor Building LLC proposes to develop Ashton Parc Condominiums located on the SE Corner of Square Lake & Willow Grove Roads, Section 11.

The Planning Commission granted preliminary site plan approval on July 9, 2019 and the Troy City Council granted preliminary site plan approval on September 23rd, 2019.

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 Glen Arbor Building LLC on behalf of the City of Troy including: Water Main, Sanitary Sewer, Storm Sewer, Detention Basin, Asphalt Pavement and Concrete Sidewalk. The required fees and refundable escrow deposits in the form of a Check, that will assure completion of the municipal improvements, have been provided by Glen Arbor Building LLC (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.: **21.909.3**

Project Location: **N 1/2 Section 11**

Resolution No: _____

Date of Council Approval: _____

This Contract, made and entered into this **25th** day of **August, 2023** by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and **Glen Arbor Building LLC** whose address is **5232 22 Mile Road, Shelby Twp., MI 48317** and whose telephone number is **586-412-0010** hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of **Water Main, Sanitary Sewer, Storm Sewer, Detention Basin, Asphalt Road, and Concrete Sidewalk** in accordance with plans prepared by **PEA GROUP** whose address is **1849 Pond Run, Auburn Hills, MI 48326** and whose telephone number is **844-813-2949** and approved prior to construction by the City in accordance with City of Troy specifications.

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

Refundable escrow deposit equal to the estimated construction cost of \$ **525,499.00**. This amount will be deposited with the City in the form of (check one):

| | | |
|--|-------------------------------------|------------------|
| Cash/Check | <input checked="" type="checkbox"/> | } 10% Cash _____ |
| Certificate of Deposit & 10% Cash | <input type="checkbox"/> | |
| Irrevocable Bank Letter of Credit & 10% Cash | <input type="checkbox"/> | |
| Performance Bond & 10% Cash | <input type="checkbox"/> | |

Refundable cash deposit in the amount of \$ **187,391.00**. This amount will be deposited with the City in the form of (check one):

| | | | |
|------|--------------------------|-------|-------------------------------------|
| Cash | <input type="checkbox"/> | Check | <input checked="" type="checkbox"/> |
|------|--------------------------|-------|-------------------------------------|

Non-refundable cash fees in the amount of \$ **2,688.00**. This amount will be paid to the City in the form of (check one):

| | | | |
|------|--------------------------|-------|-------------------------------------|
| Cash | <input type="checkbox"/> | Check | <input checked="" type="checkbox"/> |
|------|--------------------------|-------|-------------------------------------|

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 24 day of August, 2023.

OWNERS

By:


*

Its: Owner

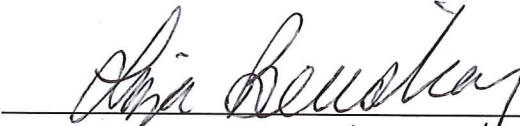
Please Print or Type

Its: _____

Please Print or Type

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 24 day of August, A.D. 2023, before me personally appeared Zef Berishaj known by me to be the same person(s) who executed this instrument and who acknowledged this to be his/her/their free act and deed.



NOTARY PUBLIC, Macomb, Michigan

My commission expires: April 10, 2027
Acting in Macomb 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: PPC21.909.3

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

88-20-11-201-001 Lot:
Subdivision: ACREAGE
Project No: 21.909.3

Permittee/Owner

GLEN ARBOR BUILDING LLC

5232 22 MILE RD

SHELBY TOWNSHIP

MI 48317

Issued: 08/18/2023 Expires:

Applicant

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

5232 22 MILE RD
SHELBY TOWNSHIP

MI 48317

Work Description: 29 unit single family condominiums

ASHTON PARC

Stipulations: **ON-SITE PRIVATE DETENTION POND**

Work will meet all codes and inspections.

| Category | Permit Item | Acreage/Qty |
|----------------------------|-------------------------------------|-------------|
| Escrow Deposits | Sanitary Sewers | 94,537.00 |
| Escrow Deposits | Water Mains | 117,385.00 |
| Escrow Deposits | Storm Sewers | 55,547.00 |
| Escrow Deposits | Rear Yard Drains | 79,148.00 |
| Escrow Deposits | Pavement | 71,996.00 |
| Escrow Deposits | Grading | 52,700.00 |
| Escrow Deposits | Detention Basin | 50,786.00 |
| Escrow Deposits | Temporary Access Road | 3,400.00 |
| Cash Fees (Non-Refundable) | Water Main Testing/Chlorination PA2 | 1,036.00 |
| Cash Fees (Non-Refundable) | Signs | 11.00 |
| Cash Fees (Non-Refundable) | arkers - Full Range | 13.00 |
| Cash Deposits (Refundable) | Construction Engineering (CE) | 525,502.00 |
| Cash Deposits (Refundable) | Sidewalks | 8,229.00 |
| Cash Deposits (Refundable) | ROW Restoration | 4,049.00 |
| Cash Deposits (Refundable) | Repair & Maintenance-Public Streets | 2,500.00 |
| Cash Deposits (Refundable) | Punchlist & Restoration | 525,502.00 |
| Escrow Deposits | Sanitary Sewers | 85,083.30 |
| Escrow Deposits | Water Mains | 105,646.50 |
| Escrow Deposits | Storm Sewers | 49,992.30 |

| | | |
|-----------------|-----------------------|-----------|
| Escrow Deposits | Rear Yard Drains | 71,233.20 |
| Escrow Deposits | Pavement | 64,796.40 |
| Escrow Deposits | Grading | 47,430.00 |
| Escrow Deposits | Detention Basin | 45,707.40 |
| Escrow Deposits | Temporary Access Road | 3,060.00 |

| | |
|---------------------|-------------|
| Amount Due: | 0.00 |
| PAID IN FULL | |



Project Construction

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

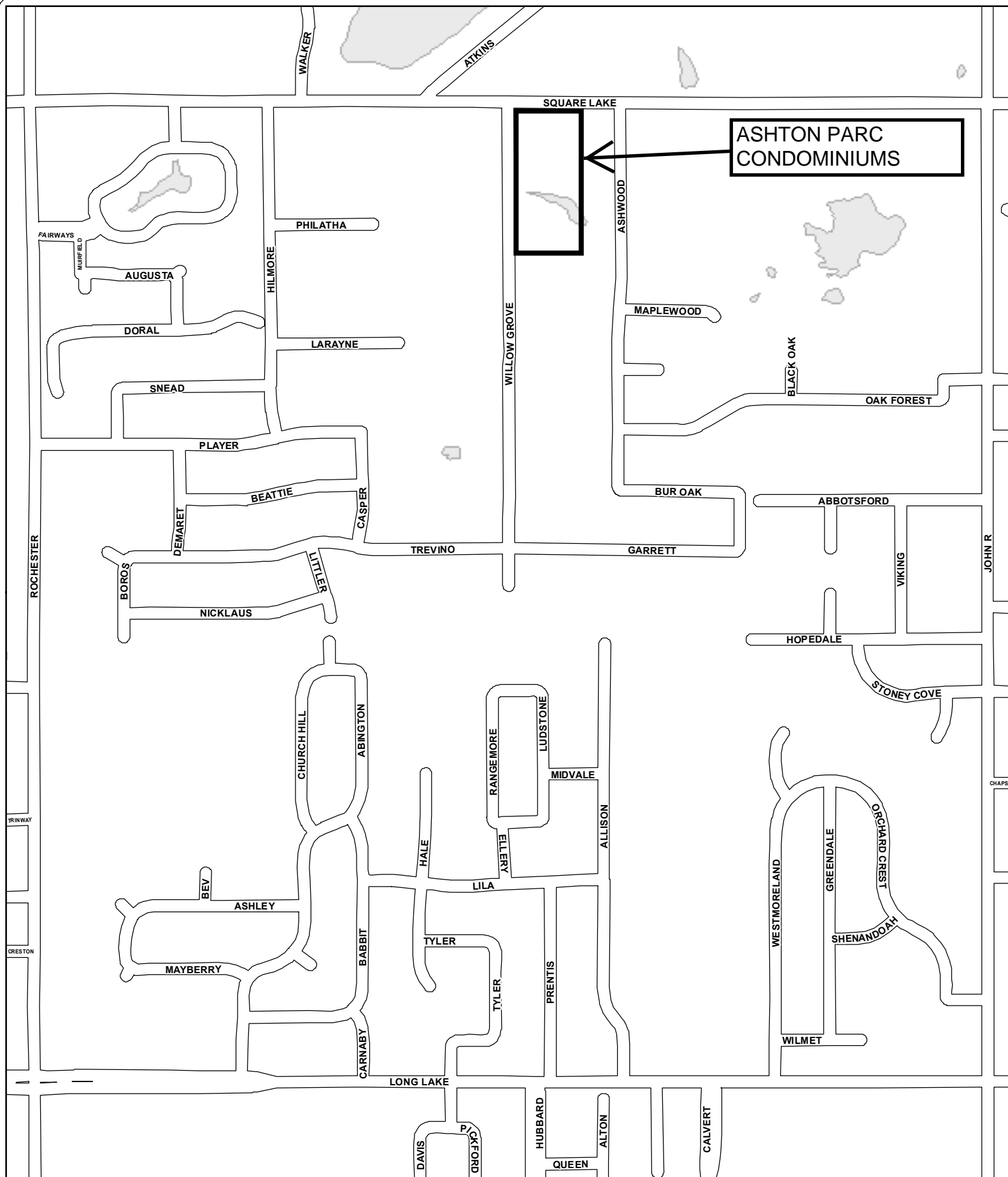
- 1) **INTENT:** Since a permit will have to be secured from the City prior to the start of any construction or maintenance operations proposed by this application, it is the intent of these supplemental specifications to be incorporated as part of the plans or specifications required for this proposed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

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

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

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

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





500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: August 31, 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 Permanent Easement from GFA Development, Inc.,
Sidwell #88-20-22-176-007

History

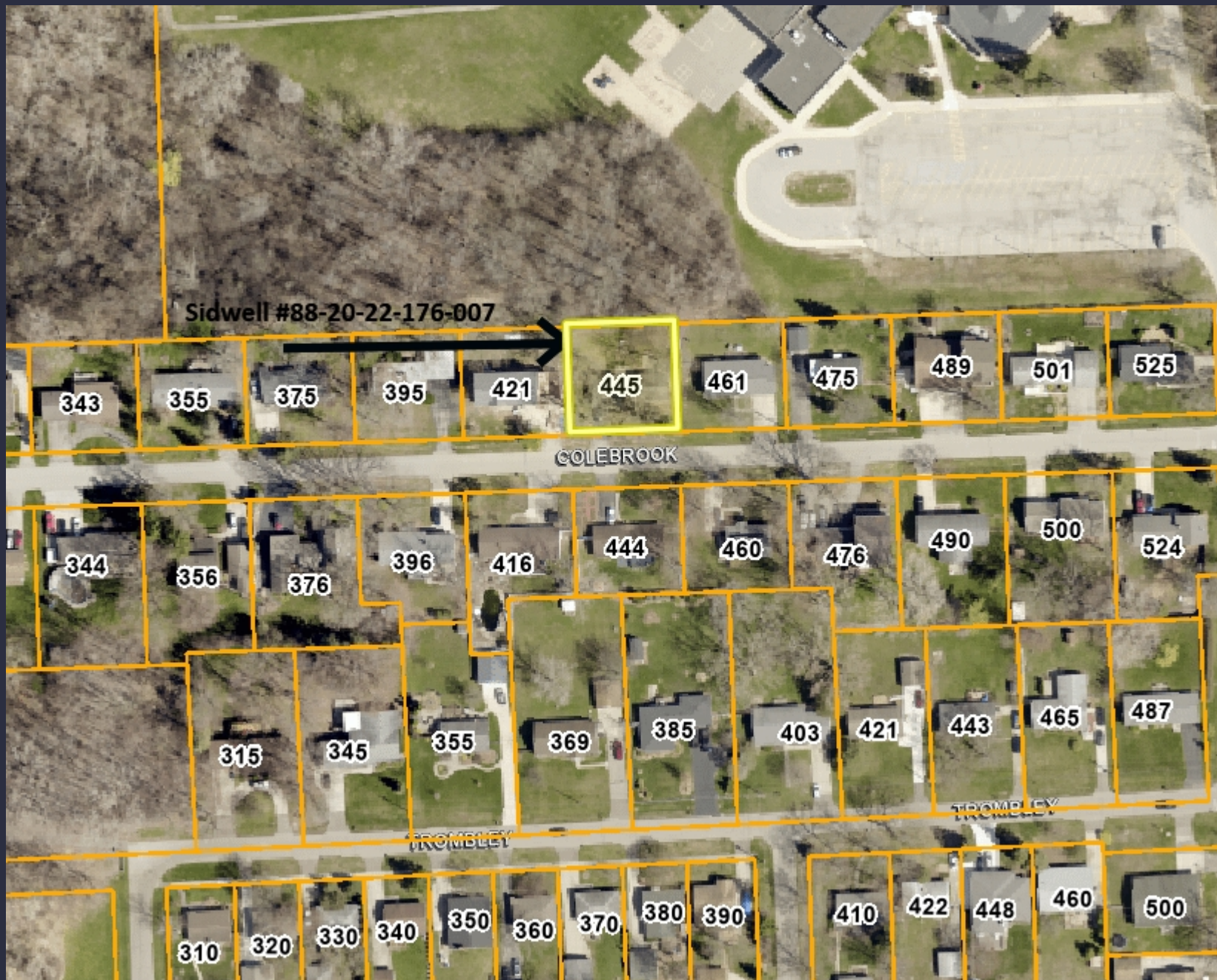
As part of the redevelopment of a residential property zoned R-1C, One Family Residential, the City of Troy received a permanent easement for storm sewers and surface drainage from GFA Development, Inc., owner of the property having Sidwell #88-20-22-176-007. The property is located in the northwest quarter of Section 22, on Colebrook, west of Ellenboro.

Financial

The consideration amount on this document is \$1.00.

Recommendation

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



Notes:

GFA Development, Inc.
#88-20-22-176-007
Storm Sewers & Surface
Drainage Easement



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

Sidwell #88-20-22-176-007

GFA DEVELOPMENT, INC., a Michigan corporation, Grantor, whose address 3301 Mirage Drive, Troy, MI 48083, 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:

The West 6.00 feet and the North 6.00 feet of the following described parcel:

Lot 52, Cloverdale Farms Subdivision, part of the Northeast ¼ of Section 22, Town 2 North, Range 11 East, City of Troy, as recorded in Liber 33 of Plats, Page 13, Oakland County, Michigan records.

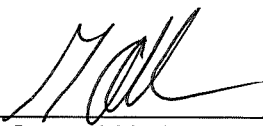
and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

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

IN WITNESS WHEREOF, the undersigned hereunto affixed 1 signature(s)
this 31 day of August A.D. 2023.

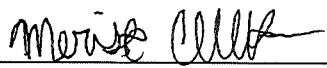
GFA Development, Inc.,
a Michigan corporation

By  (L.S.)
Gary Abitheira
Its: President

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 31 day of August, 2023, by Gary Abitheira, President of GFA Development, Inc., a Michigan 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, SR/WA
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

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

ELECTION COMMISSION MINUTES – Final**September 30, 2022**

A meeting of the Troy Election Commission was held September 30, 2022, at City Hall, 500 W. Big Beaver Road. City Clerk Dickson called the Meeting to order at 9:01 AM.

Roll Call:

PRESENT: Steve Sadlier, Ray Watts, M. Aileen Dickson

Approval of Minutes

Resolution # EC-2022-09-10

Motion by Watts

Seconded by Sadlier

RESOLVED, That the Election Commission Meeting Minutes of June 24, 2022, are **APPROVED** as submitted.

Yes: All-3

No: None

MOTION CARRIED

Authorization to Conduct Testing for the November 8, 2022 General Election

Resolution # EC-2022-09-11

Motion by Sadlier

Seconded by Watts

RESOLVED, That the Election Commission hereby **AUTHORIZES** the City Clerk to conduct preliminary and public tests of the programming, equipment and ballots on behalf of the Election Commission for the August 2, 2022 Primary Election.

Yes: All-3

No: None

MOTION CARRIED

Approval of Election Inspector Assignments – November 8, 2022 General Election

Resolution # EC-2022-09-12

Motion by Sadlier

Seconded by Watts

RESOLVED, That Election Inspectors be **APPOINTED** for the August 2, 2022 Primary Election, as presented by the City Clerk.

BE IT FURTHER RESOLVED, That the City Clerk is hereby **AUTHORIZED** to make emergency appointments as necessary.

Yes: All-3
No: None

MOTION CARRIED

Public Comment: None

Adjournment:

The meeting was **ADJOURNED** at 9:12 AM.

A handwritten signature in black ink, reading "M. Aileen Dickson". The signature is written in a cursive, flowing style.

M. Aileen Dickson, MMC, MiPMC II
City Clerk

Chair Lambert called the Regular meeting of the Troy City Planning Commission to order at 7:00 p.m. on August 8, 2023, in the Council Chamber of the Troy City Hall. Chair Lambert and Vice Chair Perakis presented opening remarks relative to the role of the Planning Commission and procedure of tonight's meeting.

1. ROLL CALL

Present:

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

Also Present:

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

2. APPROVAL OF AGENDA

Resolution # PC-2023-08-045

Moved by: Faison
Support by: Perakis

RESOLVED, To approve the Agenda as prepared.

Yes: All present (9)

MOTION CARRIED

3. APPROVAL OF MINUTES – July 11, 2023

Resolution # PC-2023-08-046

Moved by: Buechner
Support by: Fox

RESOLVED, To approve the minutes of the July 11, 2023 Regular meeting as submitted.

Yes: All present (9)

MOTION CARRIED

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

There was no one present who wished to speak.

PRELIMINARY SITE PLAN APPROVALS

5. **PRELIMINARY SITE PLAN REVIEW (File Number SP JPLN2023-0014)** – Proposed Estates of Brook Hollow No. 2 Site Condominium, 3 units/lots, South of Lamb Road, East of Rochester (Parcels 88-20-14-351-104 and 88-20-14-376-047), Section 14, Currently Zoned R-1C (One Family Residential) District

Mr. Savidant reviewed the Preliminary Site Plan application for the Estates of Brook Hollow No. 2 Site Condominium. He addressed the extension of Bloomingdale Drive to the west of Brook Hollow No. 1 to add three (3) residential units and one (1) lot for detention. Mr. Savidant said the application meets all R-1C requirements of the Zoning Ordinance. He addressed the square footage of homes, elevations, access and circulation and landscape mitigation. He asked the applicant to clarify if the development would be a part of an existing homeowners' association or have its own association.

Mr. Savidant asked the Planning Commission to consider if the Site Plan Standards and Site Condominium Standards have been met. He recommended conditioning any approval of the Site Plan application on obtaining a stamped Landscape Plan and Tree Survey.

Joe Maniaci of Mondrian Properties stated six elevations were provided in the application. He explained the reason behind using one lot for detention and informed the Board that the detention pond has the capacity to accommodate the proposed three units and any future development to the west. Mr. Maniaci said there would be only one homeowners' association for the proposed units and any future units.

There was discussion, some comments related to:

- Removal of tree #768, a 21-inch red maple.
- Language in condominium documents acknowledging developer's intent to extend development to the west.
- Notification to surrounding neighbors; not required by Zoning Ordinance.
- Development designed to extend through existing easement and connect street for future residential development.
- EV charging stations; purchaser option to install in garage.

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

Resolution # PC-2023-08-047

Moved by: Fox

Seconded by: Faison

RESOLVED, That Preliminary Site Condominium Approval, pursuant to Article 8 and Section 10.02 of the Zoning Ordinance, as requested for the proposed Estates of Brook Hollow No. 2 Site Condominium, 3 units/lots, South of Lamb, East of Rochester (Parcels 88-20-14-351-104 and 88-20-14-376-047, Section 14, approximately 1.305 acres in size, Currently Zoned R-1C (One Family Residential) District, be granted.

1. Stamp Landscape Plan by Licensed Landscape Architect.
2. Stamp Tree Survey by Licensed Landscape Architect or Certified Arborist.

Yes: All present (9)

MOTION CARRIED

Chair Lambert commended the applicant's inclusion of all homes in one homeowners' association and accommodation of detention pond for future development.

6. **PRELIMINARY SITE PLAN REVIEW (File Number SP JPLN2023-0001)** – Proposed New Tower Troy Office Building Elevations, East side of Troy Center Drive, South of Big Beaver, 755 Big Beaver Road (PIN 88-20-28-101-067), Section 28, Currently Zoned BB (Big Beaver) District

Mr. Savidant cited the condition to the Resolution granted for Preliminary Site Plan approval for New Tower Troy on May 23, 2023: He stated the Project Architect is present this evening to address the architectural design of the office elevations and building materials.

Present were Chris Kojaian of Kojaian Companies and Project Architect Robert Szantner of Yamasaki.

Mr. Szantner reviewed the building design strategy of precast concrete panels and color scheme in response to the market for a corporate tenant. He detailed the different levels of texture, dimension, and depth of the quality design for a contemporary look. Mr. Szantner addressed the annex building, courtyard, additional greenery, walkway, entry, glazing and tempered gray glass windows.

Mr. Kojaian addressed potential tenants and their intent to satisfy the building design specifications of a future tenant.

There was discussion, some comments related to:

- Applicant marketing for single corporate headquarters but could be multi-tenants.
- Overall building design will be dictated by future tenant(s).
- Core building design complementary to buildings along Big Beaver.

- Environmental design features as relates to glass, heat absorption, energy efficiency, light reflectivity, transparency.
- Application would come back to Planning Commission for review should there be a significant change in building style/design.

Mr. Hutson expressed disappointment in the design of the buildings, citing lack of decorative detail and imaginative thinking.

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

Mr. Savidant said the application would come back to the Planning Commission for consideration if the building designs were not consistent with the approved plans.

Resolution # PC-2023-08-048

Moved by: Buechner

Seconded by: Perakis

RESOLVED, That Preliminary Site Plan Approval, pursuant to Article 8 of the Zoning Ordinance, as requested for the proposed New Tower Troy Office Building Elevations, located on the East side of Troy Center Drive, South of Big Beaver, Section 28, Zoned BB (Big Beaver) District, be granted.

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

MOTION CARRIED

OTHER ITEMS

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

There was no one present who wished to speak.

8. **PLANNING COMMISSION COMMENT**

Mr. Savidant announced the following:

- The edited draft Master Plan to address City Council comments will be placed on the August 21, 2023 City Council agenda for consideration to release the document for the 63-day review period.
- Street Vacation Request (SV JPLN2023-001) to vacate an unconstructed alley, west of John R and South of Larchwood – City Council granted approval at their August 7, 2023 meeting.

Mr. Krent announced there is a MAP (Michigan Association of Planners) gathering on August 24, 2023 from 5:30 p.m. to 10:00 p.m. at the Northern Lights Lounge on Baltimore Street in Detroit. He said there is no charge to attend.

Mr. Fox said it is his understanding that State funds have recently been granted specifically for the purpose and use of Planning Commissions.

Mr. Savidant said he would look into the grant money. Mr. Savidant said he is optimistic the Master Plan update will be complete by the end of the year.

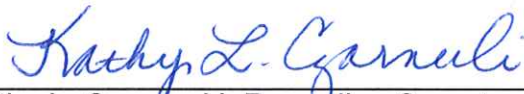
9. ADJOURN

The Regular meeting of the Planning Commission adjourned at 7:48 p.m.

Respectfully submitted,



David Lambert, Chair



Kathy L. Czarnecki, Recording Secretary

G:\PLANNING COMMISSION MINUTES\2023 PC MINUTES\FINAL\2023 08 08 FINAL.docx



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL REPORT

Date: September 5, 2023

To: Mark F. Miller, City Manager

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

Subject: Capital Project Update – Fiscal Year 2024

Through the budget process, City Council approves capital projects and then is presented with the contracts to fulfill the budgeted projects using a competitive bid process. Some capital projects are subdivided using the Facilities and Grounds Staff to manage the project in phases. The individual phases often do not meet the purchasing financial threshold to have City Council resolve on the expenditure. Therefore, this report is intended to inform City Council of the progress on these capital projects.

Capital Project 2024C0036 – Parks Garage VCT Replacement

Total Budget = \$30,000

The Parks Garage VCT Tile Replacement Project will renovate the common break area and restrooms in the Grounds Division building. These deficiencies were identified in the Facilities Condition Assessment. The Facilities and Grounds Division will act as the General Contractor on this project. Work will include:

- Interior Painting
- Interior Door Replacement
- Cabinet and Counter Replacement
- Flooring Replacement
- Creation of Workspaces

This Project is projected to be completed by June 30, 2024.

Capital Project 2023C0043 – Donald J. Flynn Park Restroom Renovation

Total Remaining Budget = \$85,000

The Flynn Renovation Project will renovate and update the park restroom facility. These deficiencies were identified in the Facilities Condition Assessment. The Facilities and Grounds Division will act as the General Contractor on this project.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL REPORT

- Painting
- Plumbing Fixture Upgrades
- CMU Block Repairs
- Wood siding repairs
- Water Heater
- Door Replacement
- Site Work
- Interior Storage
- Lighting
- Drinking Fountain Upgrade

This Project is projected to be completed by June 30, 2024.

Capital Project 2022C0065 – Brinston Park Restroom Renovation

Total Remaining Budget = \$22,075

The Brinston Renovation Project will renovate and update the park restroom facility. These deficiencies were identified in the Facilities Condition Assessment. The Facilities and Grounds Division will act as the General Contractor on this project. To date the following work has taken place:

- Painting
- Plumbing Fixture Upgrades
- CMU Block Repairs
- Lighting
- Furnace
- Natural Gas Installation

Forthcoming work to be completed:

- Building Insulation
- Door Replacement
- Site Work
- Interior Storage
- Drinking Fountain Upgrade

This Project is projected to be completed by June 30, 2024.

Capital Project 2022C0066 – Raintree Park Restroom Renovation

Total Remaining Budget = \$20,504



500 West Big Beaver
Troy, MI 48084
troymt.gov

CITY COUNCIL REPORT

The Raintree Renovation Project will renovate and update the park restroom facility. These deficiencies were identified in the Facilities Condition Assessment. The Facilities and Grounds Division will act as the General Contractor on this project. To date the following work has taken place:

- Electrical Upgrades
- Drinking Fountain Upgrade
- Plumbing Fixture Upgrades
- Roll-Up Door Replacement.
- Natural Gas Installation
- Furnace

Forthcoming work to be completed:

- Building Insulation
- Door Replacement
- Site Work
- CMU Block Repairs
- Painting
- Interior Storage
- Lighting

This Project is projected to be completed by June 30, 2024.

Capital Project 2022C0143 – Boulan Park Restroom Renovation

Total Remaining Budget = \$31,804

The Boulan Park Restroom Renovation Project is a carryover due to COVID-19. The project continued to experience delays related to the installation of the natural gas service by Consumers Energy. The project will renovate and update the park restroom facility. These deficiencies were identified in the Facilities Condition Assessment. The Facilities and Grounds Division will act as the General Contractor on this project. To date the following work has taken place:

- Exterior Door Replacement
- Interior Painting
- Drinking Fountain Upgrade
- Plumbing Fixture Upgrades
- Natural Gas Installation
- Furnace

Forthcoming work to be completed:

- Building Insulation
- Roll-Up Door Replacement
- Site Work



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL REPORT

- CMU Block Repairs
- Interior Storage
- Lighting

This Project is projected to be completed by June 30, 2024.

Capital Project 2022C0144 – Jaycee Park Restroom Renovation

Total Remaining Budget = \$11,515

The Jaycee Park Restroom Renovation Project is a carryover due to COVID-19. The project will renovate and update the park restroom facility. The project continued to experience delays related to the installation of the natural gas service by Consumers Energy. These deficiencies were identified in the Facilities Condition Assessment. The Facilities and Grounds Division will act as the General Contractor on this project. To date the following work has taken place:

- Exterior Door Replacement
- Interior Painting
- Drinking Fountain Upgrade
- Plumbing Fixture Upgrades
- Electrical Upgrades
- Painting
- Roll-Up Door Replacement
- Natural Gas Installation
- Furnace

Forthcoming work to be completed:

- Building Insulation
- Site Work
- CMU Block Repairs
- Interior Storage
- Lighting

This Project is projected to be completed by June 30, 2024.

Capital Project 2022C0145 – Firefighters Park Restroom Renovation

Total Remaining Budget = \$34,450

The Firefighters Restroom Renovation Project is a carryover due to COVID-19. The project continued to experience delays related to the installation of the natural gas service by Consumers Energy. The project will renovate and update the park restroom facility. These deficiencies were identified in the Facilities Condition Assessment. The Facilities and Grounds Division will act as the General Contractor on this project. To date the following work has taken place:



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL REPORT

- Roll-Up Door Replacement
- Interior Painting
- Plumbing Fixture Upgrade
- Drinking Fountain Upgrade
- Electrical Upgrades
- Natural Gas Installation
- Furnace

Forthcoming work to be completed:

- Door Replacement
- Site Work
- CMU Block Repairs
- Interior Storage
- Lighting

This Project is projected to be completed by June 30, 2024.



500 West Big Beaver
Troy, MI 48084
troymi.gov

O-02b

CITY COUNCIL REPORT

Date: August 28, 2023

To: Mark F. Miller, City Manager

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

Subject: Cricket Field Update

The surveys completed through the 2020-2024 Parks and Recreation plan indicates that there is a desire for a full-size Cricket field. However, the desire represents a smaller percentage when compared to other recreational opportunities such as paved and rustic walking paths, splash pad, and updated playground equipment. The City of Troy has made significant progress meeting these higher priority desires and is preparing to meet some desired amenities that was represented by a smaller respondent group.

Raintree Park was originally selected as the Community Park to host the full-size Cricket field based on current restroom facilities, parking capacity, and limited disruption to other recreational opportunities. The current programs using the existing baseball field would have been moved to another field. The large outfield was once used as soccer fields but has not been programmed in many years. City Staff met with local Cricket Organizations and agreed that Raintree Park was a suitable location for a full-size Cricket field.

In partnership with Rep. Sharon MacDonell, the City of Troy applied for a state grant to construct a full-size Cricket field. The application was successful and \$900,000 was included in the State of Michigan's 2024 budget. In preparation for when funds become available the City's Parks Division and Recreation Department met with our local Cricket advocates to include ideas and best practices in creating a full-size Cricket field. Through these discussions it was recognized that although Raintree Park could support a full-size field it would require mitigation efforts to limit the amount of errant balls from going into the parking lot, abutting residential yards, and John R. Mitigation efforts would likely include tall netting to protect these areas. Recognizing this would be a drastic change for Raintree Park and what City Staff learned from recent public engagement sessions we began looking at other locations.

The north-west area of Boulton Park was considered in the early 2000's to host a full-size Cricket field. Some of the major concerns with this area was a large historic Oak tree would require removal for the field. Within the last couple years, the Oak tree had declined and has been removed. Now that the Oak tree is not a concern City Staff and the Cricket Community believe this is the best location to host a full-size Cricket field.

Once funding becomes available City Staff will engage an Engineering Consultant to begin designing the Cricket field. When funds are released we will also learn if there are any additional environmental assessment requirements or prevailing wages associated with the funds. City Staff's goal would be to design and engineer the necessary improvements to the park during winter 2023/24 and construct in



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL REPORT

spring/summer 2024. We are hopeful to construct a field that could be certified by the International Cricket Council, which would be the first certified field in the State of Michigan and allow us to host international tournaments.

**CITY OF TROY**August 11, 2023

Dear Mark.

On behalf the Troy Historic Village, our Board of Directors, and Staff thank you for the **GOLD SPONSORSHIP** to the Troy Traffic Jam. Your donation from **the CITY OF TROY** will fuel education at the Troy Historic Village where 12,000 school children, teachers and chaperones experienced hands-on field trips in 2022/2023.

As we reflect on our 15th Annual Troy Traffic Jam on Sunday, August 6th we are excited with our growth and increased sponsorships. Although we experienced difficult off and on rain, our spirit was not dampened. We were able to enjoy our sponsors, attendees, and new additions to Traffic Jam. The day included classic, hot rods and specialty vehicles along with a silent auction, raffle, giveaways, food tents, merchandise and the Troy Historic Village activities tent.

New additions included **Tech Talks** and **Kids Pedal Power 200**, both met with great interest and enthusiasm. **Tech Talks** brought together automotive leadership from Stellantis, Ford/Mustang and Chevrolet/Corvette. They presented today's innovations from their product lines showcasing these vehicles to view on site. It was an amazing forum that added another dimension to the show.

The **Kids Pedal Power 200** took to the road with three race classes designed for ages 3-8 years old who were poised to win. Crowds cheered on the kids in person and the event was even broadcast live on **Troy's CMNTV**. It was both fun and heartwarming to watch these young racers speed to the finish line.

The Troy Historic Village values our strong friends built throughout the years. We look forward to what the future holds for the Village and having you by our side. Throughout the year we welcome 30,000 to the programs we provide to our community through interactive programs. We could not achieve this without you.

Thank you!

Jen Peters

Executive Director

Sharon Snyder

Community Development Director

**DOWNTOWN DEVELOPMENT AUTHORITY**

August 11, 2023

Dear Mark.

On behalf the Troy Historic Village, our Board of Directors, and Staff thank you for the **GOLD SPONSORSHIP** to the Troy Traffic Jam. Your donation from **the DOWNTOWN DEVELOPMENT AUTHORITY** will fuel education at the Troy Historic Village where 12,000 school children, teachers and chaperones experienced hands-on field trips in 2022/2023.

As we reflect on our 15th Annual Troy Traffic Jam on Sunday, August 6th we are excited with our growth and increased sponsorships. Although we experienced difficult off and on rain, our spirit was not dampened. We were able to enjoy our sponsors, attendees, and new additions to Traffic Jam. The day included classic, hot rods and specialty vehicles along with a silent auction, raffle, giveaways, food tents, merchandise and the Troy Historic Village activities tent.

New additions included **Tech Talks and Kids Pedal Power 200**, both met with great interest and enthusiasm. **Tech Talks** brought together automotive leadership from Stellantis, Ford/Mustang and Chevrolet/Corvette. They presented today's innovations from their product lines showcasing these vehicles to view on site. It was an amazing forum that added another dimension to the show.

The **Kids Pedal Power 200** took to the road with three race classes designed for ages 3-8 years old who were poised to win. Crowds cheered on the kids in person and the event was even broadcast live on **Troy's CMNTV**. It was both fun and heartwarming to watch these young racers speed to the finish line.

The Troy Historic Village values our strong friends built throughout the years. We look forward to what the future holds for the Village and having you by our side. Throughout the year we welcome 30,000 to the programs we provide to our community through interactive programs. We could not achieve this without you.

Thank you!

Jen Peters

Executive Director

Sharon Snyder

Community Development Director

ONE ENERGY PLAZA
JACKSON MI 49202

37
TR 1

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

NOTICE OF HEARING

FOR THE ELECTRIC AND GAS CUSTOMERS OF CONSUMERS
ENERGY COMPANY

CASE NO. U-21321

- Consumers Energy Company requests Michigan Public Service Commission's approval of its Energy Waste Reduction Plan for the period 2024 through 2025.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, 517-788-0550 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company or on the Commission's website at: michigan.gov/mpscedockets.
- A pre-hearing will be held:

DATE/TIME: Tuesday, September 12, 2023 at 9:00 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) 284-8090, or by email at mpscedockets@michigan.gov in advance of the hearing.

*****AUTO**ALL FOR AADC 480

Clerk, City of TROY
500 W Big Beaver Rd
Troy MI 48084-5254



The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) August 1, 2023 application requesting the Commission to: 1) determine that Consumers Energy's proposed 2024-2025 Energy Waste Reduction (EWR) plan is reasonable and that it meets all applicable requirements of Act 295, as amended; 2) approve Consumers Energy's requested 2024-2025 EWR plan natural gas and electric surcharges; 3) approve the requested accounting authority as proposed by Consumers Energy; 4) approve Consumers Energy the authority to roll forward any unspent funds into future approved EWR plans and to increase annual investment above amounts approved in the final case order by up to 6% of electric and 10% of gas investment, if needed and cost effective; 5) approve the issuance of the tariff sheets as proposed by Consumers Energy; 6) approve Consumers Energy the relief requested as proposed on an expeditious basis to limit risk and reduce customer impact; and 7) grant Consumers Energy other and further relief as the Commission deems necessary.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: 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. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: 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 September 5, 2023. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

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-21321. Statements may be emailed to: 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.

THE MICHIGAN PUBLIC SERVICE COMMISSION MAY APPROVE,
REJECT, OR AMEND PROPOSALS MADE BY CONSUMERS ENERGY.

2310-C

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE GAS CUSTOMERS OF CONSUMERS ENERGY
COMPANY

CASE NO. U-21063

- Consumers Energy Company requests Michigan Public Service Commission's approval for reconciliation of its gas cost recovery plan (Case No. U-21062) for the 12-month period April 220-March 2023.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, 517-788-0550 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company or on the Commission's website at: michigan.gov/mpscedockets.
- A pre-hearing will be held:

DATE/TIME: Wednesday, September 13, 2023 at 9:30 AM

BEFORE: Administrative Law Judge Lesley Fairrow

LOCATION: Video/Teleconferencing

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8090, or by email at mpscedockets@michigan.gov in advance of the hearing

*****AUTO**ALL FOR AADC 480
Clerk, City of TROY
500 W Big Beaver Rd
Troy MI 48084-5254



The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) June 30, 2023 application requesting the Commission to: 1) approve the April 2022 through March 2023 reconciliation of its Gas Cost Recovery (GCR) plan as proposed by Consumers Energy; 2) approve Consumers Energy's proposed methodology for rolling in the net under-recovery for the GCR period of \$15,090,600; and 3) grant Consumers Energy other and further relief as the Commission deems necessary.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: 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. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: 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 September 6, 2023. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

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-21063**. Statements may be emailed to: 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 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.

THE MICHIGAN PUBLIC SERVICE COMMISSION MAY GRANT OR DENY CONSUMERS ENERGY'S GAS COST RECOVERY RECONCILIATION AND OTHER PROPOSALS IN WHOLE OR IN PART, AND MAY APPROVE LESSER OR GREATER AMOUNTS THAN THOSE REQUESTED.

2309-G