



TROY CITY COUNCIL

REGULAR MEETING AGENDA

MARCH 4, 2024

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,

A handwritten signature in black ink, appearing to read "Mark F. Miller". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Mark F. Miller,
City Manager



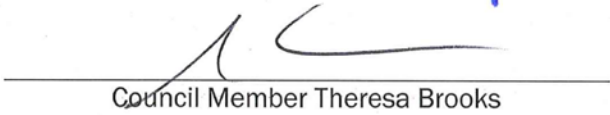
Chapter 14A – Elected and Appointed Persons’ Ethics Ordinance
Section 14.3 Annual Training and Acknowledgement

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 4th day of December, 2023.



Mayor Ethan Baker



Council Member Theresa Brooks




Council Member Rebecca Chamberlain-Creanga



Council Member Hiram Chanda



Council Member Mark Gunn



Council Member David Hamilton



Mayor Pro Tem Ellen Hodorek



CITY COUNCIL AGENDA

March 4, 2024 – 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: **1**

PLEDGE OF ALLEGIANCE: **1**

A. CALL TO ORDER: **1**

B. ROLL CALL: **1**

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS: **1**

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C-2 Proclamation to Celebrate Troy Residents Halo Caezo, Kyle Winnie, Viktoria Chernolutskiy, and Sophia Derocha on Their Exceptional Accomplishments in the Sport of Taekwondo *(Presented by: Mayor Ethan Baker)* 1

C-3 Troy Youth Assistance Annual Report *(Presented by: Shari Pawlus and Karl Schmidt, Troy Youth Assistance)* 1

C-4 Global Troy Advisory Committee Report – Statement Regarding Global Conflicts *(Presented by: Nasiha Mohideen and Edward Chezick)* 1

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INVOCATION:

PLEDGE OF ALLEGIANCE:

A. CALL TO ORDER:

B. ROLL CALL:

- a) Mayor Ethan Baker
- Theresa Brooks
- Rebecca A. Chamberlain-Creanga
- Hirak Chanda
- Mark Gunn
- David Hamilton
- Ellen Hodorek

Excuse Absent Council Members:

Suggested Resolution

Resolution #2024-03-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____ at the Regular City Council Meeting of March 4, 2024, due to _____.

Yes:

No:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 Proclamation to Celebrate the Larson Middle School All-Girls Robotics Team Girl Botz 22918 *(Presented by: Mayor Ethan Baker)*

C-2 Proclamation to Celebrate Troy Residents Halo Caezo, Kyle Winnie, Viktoria Chernolutskiy, and Sophia Derocha on Their Exceptional Accomplishments in the Sport of Taekwondo *(Presented by: Mayor Ethan Baker)*

C-3 Troy Youth Assistance Annual Report *(Presented by: Shari Pawlus and Karl Schmidt, Troy Youth Assistance)*

C-4 Global Troy Advisory Committee Report – Statement Regarding Global Conflicts *(Presented by: Nasiha Mohideen and Edward Chezick)*

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:**E-1 No Public Hearings Requested****F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:****In accordance with the Rules of Procedure for the City Council:**

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

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

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

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

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

H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:

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

a) Mayoral Appointments: None

b) City Council Appointments: None

I-2 Board and Committee Nominations: a) Mayoral Nominations – Downtown Development Authority, Global Troy Advisory Committee, Local Development Finance Authority; b) City Council Nominations – Liquor Advisory Committee, Traffic Committee

a) Mayoral Nominations:

Suggested Resolution

Resolution #2024-03-

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:

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		Mayor per State Statute	At Large	
Blair	Timothy	6/17/2017	9/30/2027	In District	
Keisling	Laurence	9/11/2022	9/30/2024	At Large	
Kiriluk	Alan	9/29/2022	9/30/2024	In District	
Knollenberg	Martin	6/28/2021	9/30/2027	In District	
Koza	Kenny	9/18/2019	9/30/2025	In District	
Kuppa	Padma		9/30/2026	At Large	

MacLeish	Daniel	6/28/2023	9/30/2025	In District	
Reschke	Ernest	7/5/2024	9/30/2026	At Large	
Richards Jr.	John	2/13/2025	9/30/2026	Resident Member	
Stone	David	3/11/2023	9/30/2027	In District	
Tomcsik-Husak	Tara	9/22/2022	9/30/2024	In District	
Vacancy			9/30/2024	In District	Cheryl Bush resigned 9/22/21

Nominations to the Downtown Development Authority:

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

In District

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

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1	Notes 2
Aceves Jr.	Alfonso	12/11/2025	At Large	
Battle	Timothy	10/28/2024	At Large	
Beyer	Joseph	12/13/2024	In District	
Comiskey	Ann	1/20/2026	At Large	
Dicker	Susanne F.	1/3/2025	At Large	
Faiz	Iqbal	6/7/2025	At Large	
Kenkre	Mahendra	1/19/2025	At Large	
Kornacki	Rosemary	2/24/2025	At Large	Brownfield Redev Auth exp 4/30/26
Pettinato	Jillian	11/27/2025	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
<i>Baker</i>	<i>Ethan</i>		<i>City Council Term Expiration</i>	
Bica-Grodsky	Lisa	9/23/2022	10/30/2026	

Burrus	MiVida	7/15/2018	10/30/2025	
Cheriguene	Sadia	10/20/2024	10/30/2026	
Chezick	Edward	12/20/2024	10/30/2025	
Cicchini	Philippe	4/13/2023	10/30/2026	
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	
Swaminathan	Sharanya		7/31/2023	Student - Graduated 2023
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 (graduated)

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Comiskey	Ann M.	12/22/2024	
Dicker	Susanne Forbes	1/3/2025	
Emerson	Rosalyn	7/20/2024	
Gunasekar	Vinaya	1/8/2026	
Haight	Michelle	10/8/2025	
Kadoura	Lailas M	9/24/2024	
Lee	Seojin Sarah	4/21/2025	Student - Graduates 2026
McGee	Timothy	12/19/2024	HDC exp 5/15/2024
Mehta	Susheilla	1/20/2025	
Wit	Callie	4/22/2024	

Local Development Finance Authority (LDFA)

Appointed by Mayor
 5 Regular Members
 Staggered 4 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 2
Bachert	Sandra	11/18/2023	6/30/2027	Resident Member	

Baker	Ethan		City Council Term	Alternate; City Council	City Council exp. 11/2027; DDA; GTAC, LDFA
Hodorek	Ellen		City Council Term	Alternate; City Council	City Council exp 11/2025
Rosenblum	Anthony	11/10/2024	6/30/2026	Resident Member	
Schmitz	Jim	9/14/2024	6/30/2024	Resident Member	
Smieliauskas	Fabrice	9/7/2025	6/30/2024	Resident Member	
Starks	Louis			Oakland County Designee	
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: 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 #2024-03-

Moved by

Seconded by

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

Liquor Advisory Committee

Appointed by Council
 7 Regular Members
 3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 3
Bluhm	Annalisa Esposito	10/2/2025	1/31/2024	
Comiskey	Ann	1/20/2026	1/31/2024	
Ehlert	Max	1/8/2023	1/31/2024	
Giorgi	Lynn		12/31/2099	
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	Requests Reappointment

Nominations to the Liquor Advisory Committee:

Term Expires: 1/31/2027

Term currently held by: Analisa Bluhm

Term Expires: 1/31/2027

Term currently held by: Ann Comiskey

Term Expires: 1/31/2027

Term currently held by: Max Ehlert

Interested Applicants:

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

Traffic Committee

Appointed by Council
 7 Regular Members
 3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 3
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	ACAB exp 9/30/2024
Swaminathan	Abi	9/2/2025	1/31/2027	
Wilsher	Cynthia	2/4/2023	1/31/2024	No Reappointment
Zhou	Angela	9/18/2025	7/31/2024	Student - Graduates 2025
Ziegenfelder	Peter	12/14/2024	1/31/2026	

Nominations to the Traffic Committee:

Term Expires: 1/31/2027

Term currently held by: Cynthia Wilsher – No Reappointment

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Chambers	Barbara	1/18/2025	
Christiansen	Dale	11/22/2024	
Eisenbacher	David	4/6/2024	ZBA exp 4/30/2025
Gill	Jasper	1/10/2024	
Jeeda	Swathi	7/2/2025	GRADUATES 2026
Swaminathan	Abi	9/2/2025	
Tadepalli	Hemanth	11/7/2025	

Yes:

No:

I-3 No Closed Session Requested

J. CONSENT AGENDA:

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

Suggested Resolution
Resolution #2024-03-

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 #2024-03-

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

- a) Special City Council Minutes-Draft – February 19, 2024
- b) City Council Minutes-Draft – February 19, 2024

J-3 Proposed City of Troy Proclamations: None Submitted

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 1: Award to Low Bidder – Contract 23-07 – Elliott Water Main Replacement**

Suggested Resolution
Resolution #2024-03-

RESOLVED, That Troy City Council hereby **AWARDS** Contract No. 23-07, Elliott Water Main Replacement, to *F.D.M. Contracting, Inc., 49156 Van Dyke, Shelby Twp., MI 48317*, for their low base bid of \$1,879,258.00.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements, and if additional work is required such additional work is **AUTHORIZED** in an amount not to exceed 15% of the total project cost.

- b) **Standard Purchasing Resolution 2: Award to Low Bidders Meeting Specifications – Transit Mixed Concrete**

Suggested Resolution
Resolution #2024-03-

RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract to provide Transit Mixed Concrete with an option to renew for one (1) additional year to the low bidder meeting specifications; *Daytona Redi-Mix of Shelby Township, MI*, as the primary supplier and *Superior Materials, LLC of Farmington Hills, MI*, as the secondary supplier as per the unit prices contained in the bid tabulation opened February 15, 2024, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, to be ordered on an as-needed basis; contracts expiring April 30, 2026.

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

c) Standard Purchasing Resolution 3: Exercise Renewal Option – Community Planning Services

Suggested Resolution
Resolution #2024-03-

WHEREAS, On February 22, 2021, Troy City Council awarded a three (3) year contract to provide Community Planning and Related Services for the City of Troy to the best value bidder, *Carlisle/Wortman Associates, Inc.*, with the option to renew for two (2) additional years; contract expiring on March 31, 2024. (Resolution #2021-02-027); and,

WHEREAS The City of Troy determined that *Carlisle/Wortman Associates, Inc.* successfully provided Community Planning and Related Services to the City as per all terms and conditions of the existing contract; and,

WHEREAS, *Carlisle/Wortman Associates, Inc.* offered to renew their contract for two (2) years under the same terms and conditions as the 2021 contract; and,

WHEREAS The City of Troy has determined that *Carlisle/Wortman Associates, Inc.* continues to successfully provide Community Planning and Related Services to the City as per all terms and conditions of the existing contract and has offered to exercise the two-year renewal option;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **DETERMINES** it to be in City's best interest to **APPROVE** the option to exercise the two-year renewal with the contract expiring March 31, 2026 upon mutual consent of both parties and successful performance of the contract with *Carlisle/Wortman Associates, Inc.* for Community Planning and Related Services under the same terms and conditions of SOQ-COT 21-16, the contract dated April 1, 2021, the Agreement Extension provided by *Carlisle/Wortman Associates, Inc.* dated January 30, 2024 and revised Attachment 1; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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

d) Standard Purchasing Resolution 4: Oakland County Extended Purchasing Contract – Pump Replacement at Troy Community Center Pool

Suggested Resolution

Resolution #2024-03-

RESOLVED, That Troy City Council hereby **AWARDS** a contract to *Limbach, Inc. of Pontiac, MI* for replacement of the three pumps at the Troy Community Center Pool for an estimated cost of \$94,991, as detailed in the proposal and as per the Oakland County Extended Purchasing Contract #009746, 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.

e) Standard Purchasing Resolution 4: HGACBuy Purchasing Cooperative – 2024 Sewer Root Treatment

Suggested Resolution
Resolution #2024-03-

RESOLVED, That in the best interest of the City, Troy City Council hereby **AWARDS** a contract to *Duke’s, 1020 Hiawatha Blvd., West, Syracuse, NY 13204*, to furnish all labor, materials and equipment to provide sewer root treatment for an estimated cost of \$145,939.08 at the prices detailed in the proposal and per the HGACBuy Purchasing Cooperative Contract #SC01-21, 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 company’s submission of properly executed contract documents, including insurance certificates and all other specified requirements.

J-5 Private Agreement – Contract for Installation of Municipal Improvements – Tuscan Villas Lot Split – Project No. 22.914.3

Suggested Resolution
Resolution #2024-03-

RESOLVED, That Troy City Council hereby **APPROVES** the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and Mr. Frank Mancini for the installation of: Water Main, Sanitary Sewer, Storm Sewer, Concrete Pavement & Sidewalk, and Rain Garden, 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-6 Act 51 Mileage Certification for 2023

Suggested Resolution
Resolution #2024-03-

WHEREAS, It is necessary to furnish certain road information to the state of Michigan for the purpose of obtaining funds under Act 51, P.A. 1951, as amended; and,

WHEREAS, The centerline of said street is described as:

(*Kohli Drive*) Part of the Southeast $\frac{1}{4}$ of Section 27, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. The centerline of road being more particularly described as follows: Commencing at the South $\frac{1}{4}$ Corner of said Section 27; thence South 89 degrees 36 minutes 29 seconds East, along the East and West $\frac{1}{4}$ Line of said Section 27, 1265.28 feet and North 12 degrees 17 minutes 04 seconds East 1132.75 feet and South 77 degrees 42 minutes 56 seconds East 50.00 feet to the centerline of Rochester Road and the point of beginning of the centerline of Kohli; thence North 77 degrees 42 minutes 56 seconds West 99.62 feet; thence on a curve to the right having a radius of 50.50 feet, a length of 68.73 feet, and a chord bearing and distance of North 38 degrees 43 minutes 23 seconds West 63.55 feet; thence North 00 degrees 16 minutes 00 seconds East 670.10 feet; thence on a curve to the right having a radius of 39.00 feet, a length of 61.26 feet, and a chord bearing and distance of North 45 degrees 15 minutes 20 seconds East 55.15 feet; thence South 89 degrees 45 minutes 21 seconds East 147.24 feet; thence on a curve to the right having a radius of 230.00 feet, a length of 50.93 feet, and a chord bearing and distance of South 83 degrees 24 minutes 41 seconds East 50.83 feet; thence South 77 degrees 04 minutes 00 seconds East 63.95 feet to the centerline of Rochester Road and the point of ending of said road. Said centerline of road is 1,161.83 feet in length more or less.

WHEREAS, The above said street is located within the City of Troy; right of way is under the control of the City of Troy; said street is public street and is for public street purposes and was open to the public prior to December 31, 2023;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **ACCEPTS** the following non-platted street: Kohli Drive into the City of Troy local street system.

J-7 Traffic Committee Recommendations and Minutes – February 21, 2024

Suggested Resolution
Resolution #2024-03-

4. Request for Traffic Control – Hearthside Drive & Country Ridge Drive

RESOLVED, That the Country Ridge Drive Approach at Hearthside Drive be **MODIFIED** from UNCONTROLLED, to STOP CONTROLLED.

J-8 Request to Grant an Underground Utility Easement Over a City Owned Property to DTE Electric Company, Sidwell #88-20-22-301-011

Suggested Resolution
Resolution #2024-03-

RESOLVED, That Troy City Council hereby **GRANTS** an underground easement to DTE Electric Company over the City of Troy owned property identified by Sidwell #88-20-22-301-011.

BE IT FURTHER RESOLVED, That Troy City Council **DIRECTS** the Mayor and City Clerk to execute the easement document on behalf of the City.

J-9 Request for Acceptance of a Permanent Easement from Shekhor Deb, Sidwell #88-20-12-426-024Suggested Resolution

Resolution #2024-03-

RESOLVED, That Troy City Council **ACCEPTS** a permanent easement for storm sewers and surface drainage from Shekhor Deb, owner of the property having Sidwell #88-20-12-426-024.

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) Parks and Recreation Advisory Board-Final – December 7, 2023
- b) Traffic Committee-Final – January 17, 2024

O-2 Department Reports:

- a) Troy Historical Society Annual Report for Fiscal Year Ending 2023 and Financial Statements for Fiscal Year Ending 2023

O-3 Letters of Appreciation:

- a) To Recreation Staff from Janet Gole
-

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

P. COUNCIL COMMENTS:

- P-1 No Council Comments Submitted**
-

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

2024 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

March 4, 2024 City Council Orientation
March 13, 2024 City Manager Recruitment
April 1, 2024 City Attorney Evaluation
April 6, 2024 City Manager Recruitment Interviews
April 8, 2024 City Council Orientation
April 15, 2024 Special Budget Study Meeting
April 17, 2024 Special Budget Study Meeting (as needed)

2024 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

March 4, 2024 Regular Meeting
March 18, 2024 Regular Meeting
April 8, 2024 Regular Meeting
April 29, 2024 Regular Meeting
May 13, 2024 Regular Meeting
May 20, 2024 Regular Meeting
June 10, 2024 Regular Meeting
June 24, 2024 Regular Meeting
July 8, 2024 Regular Meeting
July 22, 2024 Regular Meeting
August 12, 2024 Regular Meeting
August 26, 2024 Regular Meeting
September 16, 2024 Regular Meeting
September 30, 2024 Regular Meeting
October 14, 2024 Regular Meeting
October 28, 2024 Regular Meeting
November 11, 2024 Regular Meeting
November 25, 2024 Regular Meeting
December 9, 2024 Regular Meeting
December 16, 2024 Regular Meeting

**PROCLAMATION TO CELEBRATE
THE LARSON MIDDLE SCHOOL
ALL-GIRLS ROBOTICS TEAM GIRL BOTZ 22918**

WHEREAS, The Girl Botz, Team 22918, an all-girls robotics team from Larson Middle School finished their first year with a trip to the state championships. They advanced to the Michigan FIRST Tech Challenge Robotics State Championship at Macomb Community College, December 8-10, 2023. FIRST stands for “For Inspiration and Recognition of Science and Technology;” and

WHEREAS, The **Girl Botz Team 22918** members are eighth graders Ella Bunao, Emmelyn Lauder, and Christel Mathew; and sixth graders Keerthana Chandra, Jianna Cruz, Eliza Debusschere, Varna Jayaraman, Hanuel Kim, Ishita Pedapati, and Ashleysha Thakare; and

WHEREAS, One of nine FTC Robotics teams from Larson Middle School, the **Girl Botz Team** distinguished themselves by winning several high-profile awards this season. One was the Inspire Award, earned at the Oakland County Competitive Robotics Association regional championship at Pontiac International Technology Academy on December 2, 2023. The Inspire Award is the highest robotics award, given to a team that best embodies the ideals of FIRST; and

WHEREAS, The **Girl Botz Team** also won one of the highest honors at the State Championship called the Motivate Award, for the team that best made FIRST known in the community. It involves bringing FIRST and STEM awareness to the young, schools, communities, and local businesses and informing them about the ideals and mission of FIRST, the Team really makes an effort to collaborate and work with the parents on the team. Nine awards overall are given out during tournaments, so winning these awards proves that they are not only one of the top contending teams but the most well-rounded team; and

WHEREAS, Mentor Judy Bunao also won the Compass Award for her tireless leadership and volunteerism. As a mentor she has consistently been a compass through creativity and mentorship. With insight and dedication, Judy has steered the team through the challenges of technology with brilliance and grace. The Compass Award sets its course for a mentor who’s not just about bots but about building futures;

NOW, THEREFORE, BE IT RESOLVED, That the Mayor and City Council of the City of Troy hereby congratulate **Girl Botz Team** Members Ella Bunao, Emmelyn Lauder, Christel Mathew, Keerthana Chandra, Jianna Cruz, Eliza Debusschere, Varna Jayaraman, Hanuel Kim, Ishita Pedapati, Ashleysha Thakare, and Mentor/Coach Judy Bunao for working tirelessly to excel in the field of Robotics, bringing pride and positive recognition to the City of Troy; and

BE IT FURTHER RESOLVED, that the Mayor and City Council of the City of Troy invite all residents to celebrate **The Girl Botz, Team 22918’s** achievements, wish them much success in all future endeavors, and thank them for being great role models for our community and exceptional advocates for the field of Robotics.

Presented this 4th day of March 2024

**PROCLAMATION TO CELEBRATE TROY RESIDENTS
HALO CAEZO, KYLE WINNIE, VIKTORIA CHERNOLUTSKIY, AND SOPHIA DEROCHA
ON THEIR EXCEPTIONAL ACCOMPLISHMENTS IN THE SPORT OF TAEKWONDO**

WHEREAS, The Taekwondo community in the United States is abuzz with excitement as four outstanding athletes emerge as frontrunners in their groups, positioning themselves as top contenders on the national stage; and

WHEREAS, **Halo Caezo**, National Athlete of the Year and a freshman at Troy High School, is a force to be reckoned with. Ranked number one in North and South America, she clinched victory at the prestigious Pan American Series Competition in Costa Rica, securing a gold medal. Not only is she a back-to-back member of the USA National Team, but she will also represent our nation at the upcoming event in Mexico, showcasing her exceptional skills once again on an international stage; and

WHEREAS, Joining Halo in Mexico is fellow national team member **Kyle Winnie**, ranked number one in the nation, whose remarkable talent and dedication have earned him a spot among the country's elite Taekwondo athletes. Together, they aim to demonstrate the strength and prowess of Everest Taekwondo on the global stage. **Kyle** is a sixth grader at Parkway Christian School; and

WHEREAS, **Viktoria Chernolutskiy's** meteoric rise to prominence within the Taekwondo community is nothing short of remarkable. Securing her place on the 2024 USA National Team with a stunning victory at the Team Trials, she is poised to represent the USA at the Junior World Taekwondo Championship in Korea later this year. As a testament to her exceptional skills and unwavering determination, the junior at Troy's International Academy, **Viktoria** not only qualified for the World Taekwondo Championships, but also made history as the first junior (15-17-year-old age bracket) in the State of Michigan to achieve this prestigious milestone; and

WHEREAS, To showcase her dominance in the sport, **Sophia Derocha**, an eighth grader at Larson Middle School, hailed as the 2023 USA National Champion in the Cadet +58kg division. Her triumph at the national level underscores her talent and potential as she continues to excel on her Taekwondo journey; and

WHEREAS, Adding to the prestige of the team is **Anmol Gorkhali**, 2023 National Coach of the Year, current AAU National Team Coach, and the youngest in the history of Taekwondo in the USA. His guidance and leadership will undoubtedly play a crucial role as the team heads to Mexico to compete against the best in the world; and

WHEREAS, As these four exceptional athletes gear up to represent the United States on the international stage, they embody the spirit of excellence and determination that defines American Taekwondo. Their achievements serve as inspiration to aspiring athletes nationwide, highlighting the boundless possibilities that await those who dare to dream and strive for greatness;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of Troy hereby congratulate **Halo Caezo, Kyle Winnie, Viktoria Chernolutskiy, and Sophia Derocha** for working tirelessly to excel in the sport of Taekwondo, bringing pride and positive recognition to the City of Troy; and

BE IT FURTHER RESOLVED, that the Mayor and City Council of the City of Troy invite all residents to celebrate **Halo Caezo, Kyle Winnie, Viktoria Chernolutskiy, and Sophia Derocha's** achievements; wish them much success in all future endeavors; and thank them for being a great role model for our community and exceptional advocate for the sport of Taekwondo.

Presented this 4th day of March 2024



TROY YOUTH ASSISTANCE

ANNUAL REPORT 2022-2023

C-03

A MESSAGE FROM OUR CO-CHAIRS

In the vibrant heart of our city, Troy Youth Assistance serves as a dynamic force, tirelessly dedicated to the protection and advancement of at-risk youth. Our mission, deeply rooted in the prevention of juvenile delinquency, child neglect, and abuse, thrives on active community involvement and comprehensive family education programs.

As we navigate the post-pandemic landscape, Troy Youth Assistance remains agile, continually adapting to meet the evolving needs of our community. In response to shifting family dynamics and an increased prevalence of youth mental health issues, we stand resolute, offering support through family education, grants, and essential services.

Our Boost Grants initiative, emblematic of our steadfast commitment, has empowered two deserving students to surmount obstacles on their journey toward academic and professional success. These grants embody our unwavering dedication to ensuring that every student, regardless of obstacles, can access the opportunities that pave the way for a brighter future.

Troy Youth Assistance continues to actively explore how our resources can impact Troy students and their families, as evidenced by our strategic realignment efforts this year. As an organization, we are resolutely committed to providing opportunities for students who may not traditionally have access to them. This commitment extends to our dedication to family education, where we strive to break down barriers by creating podcasts that enable families to access our educational events without the need for sitters.

As we proudly present the 2022-2023 Annual Report, we invite you to delve into a snapshot of the pivotal functions Troy Youth Assistance provides across our community. This report reflects our commitment to transparency and accountability, showcasing the tangible impact of our collective efforts.

On behalf of the entire Troy Youth Assistance family, we extend heartfelt gratitude for the unwavering support from our Troy community. Your commitment empowers us to persist in our mission of creating a brighter future for our at-risk youth. Together, we build resilience, foster growth, and pave the way for a stronger and more inclusive community. Thank you for being an integral part of our inspiring journey.

Shari Pawlus and Stephan Henning, Co-Chairpersons



93 TROY YOUTH AND FAMILIES REFERRED TO US THIS YEAR BY...

- 72 The Troy School District
- 11 Oakland County Prosecutor
- 5 parents/guardians
- 3 police
- 2 Child Protective Services

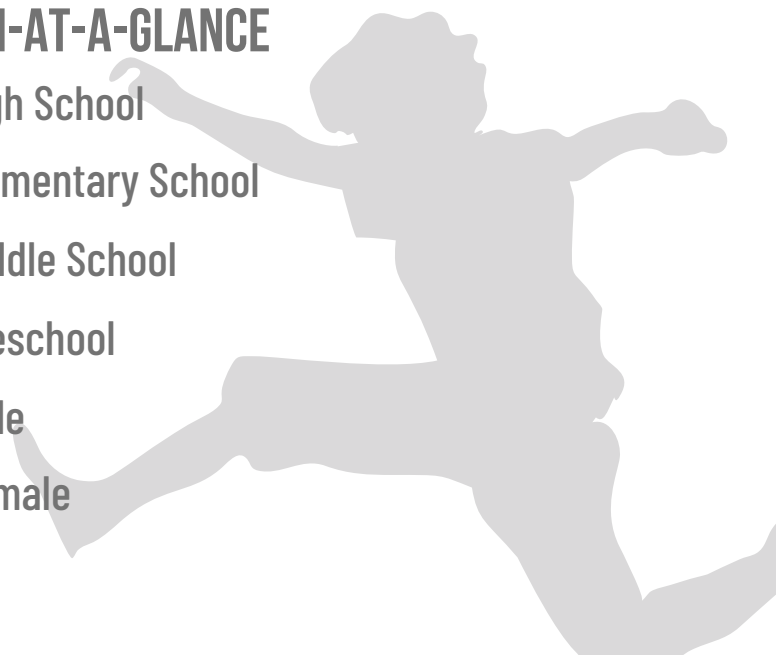
TOP 3 REASONS FOR REFERRALS

- 50 prevention services
- 18 school incorrigibility
- 8 truancy

Other reasons for referrals included destruction of property substance use, theft, assault, educational neglect, home incorrigibility and indecent exposure

TYA YOUTH-AT-A-GLANCE

- 46% High School
- 28% Elementary School
- 23% Middle School
- 3% Preschool
- 61% Male
- 32% Female



OUR FLIGHT PATH

Because incoming revenue for TYA continues to be outpaced by outgoing needs, the Executive Committee and Board of Directors dedicated significant time throughout the 2022-23 fiscal year to rejuvenate our mission and reassess all of our existing services as an agency.

There has not been a systematic review of our functions in the past 20 years. Our goal in the review was to recognize that our limited resources need to be applied only to activities with a direct, measurable impact on our target youth population. Initial discussions identified functions the entire organization agrees are of high impact value. Our 2023-24 fiscal year budget then only allocated funds for those functions; the remaining functions have been put on hold while we continue to work through a systematic review of their appropriateness and efficacy over the next few months. We anticipate that some functions may undergo significant alterations, while others may be discontinued indefinitely.

Our goal is to have reviewed and adjusted all functions by the close of this fiscal year, then reflect those adjustments in our 2024-25 fiscal budget. We think this is one way we can better align and prioritize our services to function efficiently within our available income. We will share service adjustments with stakeholders in the coming months once all changes have been implemented.



“Through our process of developing goals and objectives for families, children and parents can learn different ways to deal with problematic behaviors at home, school, and in the community.”

-Mike Caminidi, TYA Caseworker

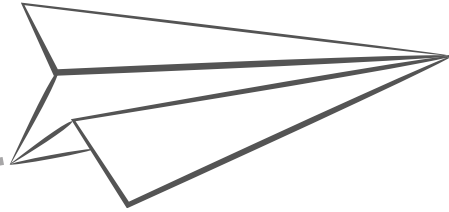
OUR YEAR BY THE NUMBERS

\$5631 SUPPORTING COMMUNITY AND INDIVIDUAL ACTIONS, IN ADDITION TO PRIMARY SPONSORSHIP

\$3850 SUPPORTING CAMP AND SKILL BUILDING ACTIVITIES

\$1000 IN EMERGENCY FUNDS FOR FAMILIES IN NEED

\$900 SUPPORTING IN-SCHOOL YOUTH DEVELOPMENT ACTIVITIES



18 CHILDREN ATTENDED CAMP OR SKILL-BUILDING ACTIVITIES, INCLUDING...

- Tutoring
- Soccer
- Troy Community Coalition Summer Program
- Art classes
- TSD summer math classes
- TSD summer preschool
- Summer camp

11 COURT ACTIONS DIVERTED

8 FAMILY EDUCATION OPPORTUNITIES, ATTENDED BY...

- 75 Students
- 63 Parents

TOPICS INCLUDED...

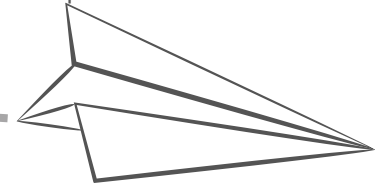
- Girls Stand Strong
- Overcoming Frustration and Anger
- Parenting Beyond Behavior
- Youth Yoga
- Understanding Vaping and Marijuana to Protect Youth Health





A WORD FROM TYA CASEWORKER MIKE CAMINIDI

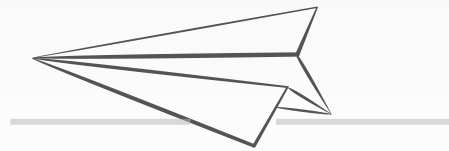
"As my first year of being the TYA Caseworker comes to a close, I've been reflecting on how grateful I am to be part of the Troy Community. I love working in a community that values education, diversity, and integrity. I have met so many amazing parents, teachers, students, support staff, therapists, volunteers and other professionals who have helped me grow into my role. The last several years have brought so many challenges to our families. I am hopeful that my role as Caseworker helps alleviate some pressures that our families are facing. It is such a gift to work with students and parents who are smart, dynamic, and fun. Through our process of developing goals and objectives for families, children and parents can learn different ways to deal with problematic behaviors at home, school, and in the community."



YOU CAN MAKE A DIFFERENCE

0 CHILDREN MENTORED THROUGH TYA THIS YEAR

One of the most powerful ways TYA can make a difference for children and families in our community is through our mentorship program. People from all walks of life can form relationships with Troy children of all ages who might benefit from an additional guiding presence. TYA mentors help children build positive connections with others, learn how to express themselves in a healthy and productive way, develop new interests, improve their performance in school and more! At the moment TYA is in dire need of volunteer mentors. During this program year TYA did not mentor any children because of this shortage. You do not need to have experience parenting, any specific level of education, or a connection to the Troy School District to make a difference in the life of a child through TYA. Contact us today for more information, pressure free. You can help a child take flight!



EXECUTIVE COMMITTEE



SHARI PAWLUS
CO-CHAIR



STEPHAN HENNING
CO-CHAIR



JOHN JULIAN
VICE CHAIR



EMINA ALIC
TREASURER



MIKE CAMINIDI
CASEWORKER



KARL SCHMIDT
ADVISOR



500 West Big Beaver
Troy, MI 48084
troymi.gov

Global Troy Advisory Committee

Statement Regarding Global Conflicts

February 23, 2024

Dear Honorable Mayor and City Council Members,

The Global Troy Advisory seeks to increase the City of Troy's cultural competence through cultural knowledge, awareness and sensitivity, to assist with the promotion of cultural diversity and inclusion, and to enhance community connections.

Members of the Global Troy Advisory Committee hope that the Troy City Council can affirm the following statement regarding global conflicts and actions that promote peace and harmony through the citizenry of the City of Troy.

In recognition that the City of Troy, Michigan, is one of the most diverse cities in the United States of America, Troy is committed to the well-being of its residents, maintaining a vibrant, safe, and diverse community, and firmly condemns violence against civilians of any background, faith, or ethnicity.

Many of our Troy residents are being affected by the numerous armed conflicts in the world today, whether it is their families overseas who are in the middle of it or through social media coverage- be it biased or unbiased from the ground- which is accessible almost instantaneously that can lead to a response that might not be based in facts. Yet, there is the undisputed fact that in all conflicts there is always the loss of innocent civilian lives on both sides. The tragic, unnecessary deaths of children, or the physical or emotional injuries that the children endure as a result of living in a conflict area on both sides is unacceptable to us.

In promoting peace and harmony within our community, we encourage the Citizens of Troy to engage in at least one, if not all, of the following actions:

- 1) To hold in their thoughts the safety of the innocent people that find themselves in the middle of violence and hate;
- 2) To hold in their thoughts all injured by hate and violence;
- 3) To perform acts of kindness in all the places where life brings them promoting peace; and
- 4) To donate either their time or resources – or both- to charities that strive to spread peace or work to ensure the protection of innocent people that find themselves in the middle of violence and hate.

As there has been a rise of both Islamophobia and anti-Semitic actions throughout the country, We ask all citizens to talk with and engage in conversations that will restore the bridges of friendship



500 West Big Beaver
Troy, MI 48084
troymi.gov

Global Troy Advisory Committee

that have been damaged by preconceived notions fed by news cycles and self-imposed echo chambers where only one-sided dialogue promotes an us-vs-them mindset.

We hope that this statement will remind all the people in the City of Troy, Michigan, that they can make a difference for good when their actions promote good will and harmony. The City of Troy can set an example for the State of Michigan by calling for peace and becoming a hope that spreads from one person to another, until all are affected for good.

The Global Troy Advisory Committee will work diligently with the city government, community organizations, faith groups and ethnic communities to continue its efforts in making Troy a more welcoming, inclusive, and culturally competent community.

Sincerely,

Members of the Global Troy Advisory Committee

A. CALL TO ORDER:

A Special Meeting of the Troy City Council was held on Monday, February 19, 2024, at City Hall, 500 W. Big Beaver Rd. Mayor Baker called the meeting to order at 6:00 PM.

B. ROLL CALL:

- a) Mayor Ethan Baker
- Theresa Brooks
- Rebecca A. Chamberlain-Creanga
- Hirak Chanda
- Mark Gunn
- David Hamilton
- Ellen Hodorek

C. PUBLIC COMMENT:**D. BUSINESS STATED IN THE SPECIAL MEETING NOTICE:****D-1 Special Assessment Procedure**

City Manager Miller introduced the topic of the Special Assessment Procedures.

Assistant City Manager Schubert discussed the background and current policy for the City of Troy's Special Assessment Procedures.

There was a consensus of City Council to direct City Administration to prepare an ordinance amendment which includes 75% support from the residents on the unpaved road based on frontage, the resident portion being approximately 50% based on linear feet of frontage, and an interest rate of 1% above the actual bond interest rate with a 20-year term. It was the consensus of City Council to have City Administration also look into programs that limit special assessments for residents with poverty level income.

E. OTHER BUSINESS:**F. ADJOURNMENT:**

The Meeting **ADJOURNED** at 6:55 PM.

Mayor Ethan Baker

M. Aileen Dickson, MMC, MiPMC II
City Clerk

J-02b

Rev. Dr. Tara Gay from Big Beaver United Methodist Church performed the Invocation. The Pledge of Allegiance to the Flag was given.

A. CALL TO ORDER:

A Special Meeting of the Troy City Council was held on Monday, February 19, 2024, 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
- Theresa Brooks
- Rebecca A. Chamberlain-Creanga
- Hirak Chanda
- Mark Gunn
- David Hamilton
- Ellen Hodorek

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 Service Commendation – Deputy Fire Chief Paul Firth *(Presented by: Mayor Ethan Baker)*

C-2 Service Commendation – Water & Sewer Operations Manager Paul Trospen *(Presented by: Mayor Ethan Baker)*

C-3 Avondale Youth Assistance Annual Update *(Presented by: Michael Kazyak, Chairman)*

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

E-1 No Public Hearings Requested

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

Deborah Louzecky	Commented on item I-5 Master Plan Adoption or Rejection
Sheila Ienz-Shomo	Commented on item I-5 Master Plan Adoption or Rejection

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

H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:

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

a) Mayoral Appointments: None

b) City Council Appointments:

Resolution #2024-02-032
Moved by Hodorek
Seconded by Hamilton

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

Zoning Board of Appeals

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

Nominations to the Zoning Board of Appeals:

Term Expires: 1/31/2027

Barbara Chambers

Alternate

Term currently held by: Barbara Chambers

Term Expires: 1/31/2027

Jeffrey Forster

Alternate

Term currently held by: Jeffrey Forster

Yes All-7
No: None

MOTION CARRIED

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

a) Mayoral Nominations: None

b) City Council Nominations: None

I-3 No Closed Session Requested

I-4 Amendment to Chapter 98 - Criminal Code (Introduced by: Lori Grigg Bluhm, City Attorney)

Resolution #2024-02-033
Moved by Brooks
Seconded by Chamberlain-Creanga

BE IT RESOLVED, That Troy City Council hereby **APPROVES** and **ENACTS** the Ordinance amending the provisions of Chapter 98 of the City Code as recommended by the City Attorney’s Office, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes All-7
No: None

MOTION CARRIED

I-5 Master Plan Adoption or Rejection (Introduced by: Brent Savidant, Community Development Director)

Resolution B:

Resolution #2024-02-034
Moved by Baker
Seconded by Hodorek

WHEREAS, Troy City Council has asserted the right to approve or reject the proposed master plan;

THEREFORE, BE IT RESOLVED, Troy City Council hereby **REJECTS** the proposed Master Plan pursuant to Section 43(4) of the Municipal Planning Enabling Act, PA 33 of 2008.

BE IT FINALLY RESOLVED, That Troy City Council **ADOPTS** the following statement of its objections to the proposed Master Plan:

Some developments in the Neighborhood Nodes have been controversial. Specifically, residents have opposed developments in Neighborhood Nodes F and L because they believe the developments incompatible with the abutting neighborhoods. Therefore, City Council **OBJECTS** to Neighborhood Node F (Crooks Road and Wattles Road) and Neighborhood Node L (Livernois Road and Square Lake Road) and **REQUESTS** the Planning Commission review them to determine whether they should remain in the Master Plan, be modified in some manner, or eliminated from the Master Plan.

Yes All-7
No: None

MOTION CARRIED

The Meeting **RECESSED** at 9:04 PM.
The Meeting **RECONVENED** at 9:10 PM.

J. CONSENT AGENDA:

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

Resolution #2024-02-035-J-1a
Moved by Hamilton
Seconded by Chanda

RESOLVED, That Troy City Council hereby **APPROVES** all items on the Consent Agenda as presented with the exception of Item(s) J-04b, which shall be **CONSIDERED** after Consent Agenda (J) items, as printed.

Yes All-7
No: None

MOTION CARRIED

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

J-2 Approval of City Council Minutes

Resolution #2024-02-035-J-2

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

- a) City Council Minutes-Draft – February 5, 2024
-

J-3 Proposed City of Troy Proclamations:

Resolution #2024-02-035-J-3

- a) Proclamation to Celebrate the Larson Middle School All-Girls Robotics Team Girl Botz 22918
 - b) Proclamation to Celebrate Troy Residents Halo Caezo, Kyle Winnie, Viktoria Chernolutskiy and Sophia Derocha on their Exceptional Accomplishments in the Sport of Taekwondo
-

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 4: State of Michigan MiDEAL Cooperative Purchasing Agreement – Police and DPW Fleet Vehicles**

Resolution #2024-02-035-J-4a

RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase three (3) 2024 Chevrolet Silverado Pickup Trucks and two (2) 2024 Chevrolet Blazer SUV's from *Berger Chevrolet of Grand Rapids, MI*, as per the State of Michigan MiDEAL Cooperative Purchasing contract #071B7700177 for an estimated total cost of \$207,321.00; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase (1) 2024 Ford Edge SUV, one (1) 2024 Ford Transit Passenger Van, two (2) 2024 Ford Transit Cargo Vans, one (1) 2024 Ford Maverick Pickup Truck and one (1) 2024 Ford F250 Pickup Truck with Plow from *Gorno Ford of Woodhaven, MI*, as per the State of Michigan MiDEAL Cooperative Purchasing contract #071B7700181 for an estimated total cost of \$293,306.00; not to exceed budgetary limitations.

c) Standard Purchasing Resolution 4: Oakland County Extended Purchasing Contract – City Hall East and West Storefront Door Replacements

Resolution #2024-02-035-J-4c

RESOLVED, That Troy City Council **AWARDS** a contract to *National Restoration, of Milford, MI*, for the City Hall East and West Storefront and Door Replacements for an estimated amount of \$70,900 and a contingency of \$3,100 as detailed in the attached proposal and per the Oakland County Extended Purchasing Contract #006325; not to exceed budgetary limitations.

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

J-5 5310 SMART and City of Troy Vehicle Lease Agreement

Resolution #2024-02-035-J-5

RESOLVED, That Troy City Council hereby **APPROVES** the agreement between the Suburban Mobility Authority for Regional Transportation (SMART) and the City of Troy for the 5310 Vehicle Lease Agreement, which will be used for the Troy RYDE transportation service, and the Mayor and City Clerk are **AUTHORIZED TO EXECUTE** the necessary documents; a copy of this agreement shall be **ATTACHED** to the original Minutes of this meeting.

J-6 Request for Acceptance of Two Permanent Easements from Gary Abitheira – Sidwell #88-20-27-432-022

Resolution #2024-02-035-J-6

RESOLVED, That Troy City Council **ACCEPTS** two permanent easements for storm sewers and surface drainage, and sidewalks from Gary Abitheira, owner of the property having Sidwell #88-20-27-432-022.

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-7 Renewal of Membership in the Traffic Improvement Association (TIA)

Resolution #2024-02-035-J-7

RESOLVED, That Troy City Council hereby **AUTHORIZES** payment to renew the City of Troy's membership in the Traffic Improvement Association for the year 2024, in the amount of \$29,800; Funds are available in the 2024-2025 Police Department Operating Funds, Membership and Dues.

J-4 Standard Purchasing Resolutions:

b) Standard Purchasing Resolution 4: Sourcewell Cooperative Purchasing Contract – Raintree and Firefighters Park Play Structure Replacements

Resolution #2024-02-036

Moved by Hodorek

Seconded by Hamilton

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** contracts to *We Build Fun of Allen, TX*, for the Raintree and Firefighters Park Play Structure Replacements for an estimated cost of \$444,858.49 as detailed in the attached quotes and per the Sourcewell Cooperative Purchasing Contract #010521-LTS-3, copies 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, insurance certificates, and all other specified requirements.

Yes: All-7

No: None

MOTION CARRIED

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:

Howard Treado	Commented on the need for continuous funding for parks improvements
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Saba Maroof	Commented on a previous proclamation passed by City Council regarding Ukraine
Iffat Shaheen	Commented that City Council needs to pass a resolution calling for a ceasefire in Gaza
Taalia Azharuddin	Commented that City Council needs to pass a resolution calling for a ceasefire in Gaza
Sikandar Khatri	Commented that City Council needs to pass a resolution calling for a ceasefire in Gaza
Iba Najam	Commented that City Council needs to pass a resolution calling for a ceasefire in Gaza
Sana Chaker	Commented that City Council needs to pass a resolution calling for a ceasefire in Gaza
Hajra Ahmad	Commented that City Council needs to pass a resolution calling for a ceasefire in Gaza
Eshaal Qureshi	Commented that City Council needs to pass a resolution calling for a ceasefire in Gaza
Sahana Ahmed	Commented that City Council needs to pass a resolution calling for a ceasefire in Gaza
Fasahat Hamzavi	Commented that City Council needs to pass a resolution calling for a ceasefire in Gaza
Suraiya Essack Varachia	Commented that City Council needs to pass a resolution calling for a ceasefire in Gaza
Momena Rathur	Commented that City Council needs to pass a resolution calling for a ceasefire in Gaza
Mustafa Rasheed	Commented that City Council needs to pass a resolution calling for a ceasefire in Gaza
Qudsia Lone	Commented that City Council needs to pass a resolution calling for a ceasefire in Gaza
Zarif Ghazi	Commented that City Council needs to pass a resolution calling for a ceasefire in Gaza
Kira Taylorelms	Commented that City Council needs to pass a resolution calling for a ceasefire in Gaza
Abdualrahman Hamad	Commented that City Council needs to pass a resolution calling for a ceasefire in Gaza
Amina Ahmad	Commented that City Council needs to pass a resolution calling for a ceasefire in Gaza
Belal Ahmed	Commented that City Council needs to pass a resolution calling for a ceasefire in Gaza

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

Mayor Baker responded to Mr. Treado that City Council has never cut any pickleball item from the City Budget.

Mayor Baker responded with an explanation of the intention of City Council proclamations, and commented on the comments made regarding a ceasefire resolution.

N. COUNCIL REFERRALS:

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

N-1 Council Referral From Council Member Chanda

We have received a lot of input from residents about senior programs and senior services. I am asking my Council colleagues if we can get consensus for the City Administration to look into our senior programs and compare them with similar cities to understand where we are doing better and where we can improve.

There was consensus of City Council to request that City Management to look into the topic presented in Council Member Chanda's Referral.

O. REPORTS:**O-1 Minutes – Boards and Committees: None Submitted****O-2 Department Reports:**

- a) Second Quarter Financial Report for the Six Months Ended December 31, 2023
- b) Troy Fire Department 2023 Summary

Noted and Filed

O-3 Letters of Appreciation: None Submitted**O-4 Proposed Proclamations/Resolutions from Other Organizations: None Submitted****O-5 Oakland County Treasurer's Office Foreclosure Prevention**

Noted and Filed

P. COUNCIL COMMENTS:**P-1 Mayor's State of the City 2024 Announcement**

My fellow Troy City Council Members, City Manager Miller, and City Attorney Bluhm:

I am excited to announce this year's State of the City Address ("SOTC") for the residents and businesses of Troy. The 2024 SOTC will be in the evening on Wednesday, May 8, 2024, with an official start time and location to be determined.

As it was the past three years, this will be a partnership between the City of Troy and the Troy Chamber of Commerce. I have been working with Tara Tomcsik-Husak, President and CEO of the Troy Chamber and Cindy Stewart, Community Affairs Director for the City of Troy for the planning and execution of this community event. It is my hope that you all will be able to attend in person again this year, and we will be including in-person invitations for the broader community.

The SOTC will address this last year in the City of Troy, including our execution of the FY 2023/24 budget, and will discuss the City’s plans for FY 2024/25. It is my expectation that we will be on the precipice of approving our FY 2024/25 budget, which will give a good opportunity to discuss our upcoming priorities.

Cindy, Tara, and I have already been working on the plans for this SOTC and we will ensure it is a great representation of our wonderful city. I look forward to working with each of you to enhance the SOTC address and the presentation of our priorities.

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):

Rola Bazoun	Commented that City Council needs to pass a resolution calling for a ceasefire in Gaza
Ian McClure	Commented that City Council needs to pass a resolution calling for a ceasefire in Gaza
Monika Sipe	Commented requesting City Council to save the trees in a wooded area
Masud Hossain	Commented that City Council needs to pass a resolution calling for a ceasefire in Gaza
Laila Balboul	Commented that City Council needs to pass a resolution calling for a ceasefire in Gaza

R. CLOSED SESSION

R-1 No Closed Session

S. ADJOURNMENT:

The Meeting **ADJOURNED** at 10:42 PM.

Mayor Ethan Baker

M. Aileen Dickson, MMC, MiPMC II
City Clerk



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: March 4, 2024

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 Bovensiep, Public Works Director
Jason Schmidt, Water & Sewer Operations Manager
Emily Frontera, Purchasing Manager
G. Scott Finlay, City Engineer

Subject: Standard Purchasing Resolution #1: Award to Low Bidder
Contract 23-07 – Elliott Water Main Replacement

History

The 8-inch diameter ductile and cast-iron water main located on the north side of Elliott Ave, from Minnesota Road to Dequindre Road in Section 36 is almost 40 years old and has exceeded its service life. This project will replace and upsize this water main to meet current size and fire flow standards while eliminating costly water main brakes which are common with older water mains. Work will include abandoning the 8-inch diameter water main on the above noted drive and installing a new 12-inch diameter water main. In addition, this project will include the pavement rehabilitation of Elliott from Minnesota to Dequindre which includes milling (grinding off) the surface of the existing pavement and then placing a new asphalt pavement surface. Also included is complete removal and replacement of failed pavement areas and miscellaneous manhole repairs. This work is anticipated to start in April of 2024 and be completed by November 2024.

Purchasing

Bids were received and publicly read on February 21, 2024. The low base bid of \$1,879,258.00 was submitted by F.D.M. Contracting, Inc., 49156 Van Dyke, Shelby Twp., MI 48317 as shown on the attached bid tab. Work was competitively bid and publicly opened with five (5) bidders responding. The award is contingent upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements.

Financial

Funding for this work is budgeted and available in the 2023-2024 Water Capital Fund; Project #2024C0075. Expenditures will be charged to Account # 537.555.972.235015. The budgeted amount includes funds for construction, inspection, testing and contingencies.



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

Recommendation

It is recommended that City Council award the Elliott Water Main Replacement contract to F.D.M. Contracting, Inc. 49156 Van Dyke, Shelby Twp., MI 48317, for their low bid of \$1,879,258.00.

In addition, we are requesting authorization to approve additional work, if needed, not to exceed 15% of the original project cost due to unknown conflicts with existing underground utilities and underground conditions that may arise during construction.

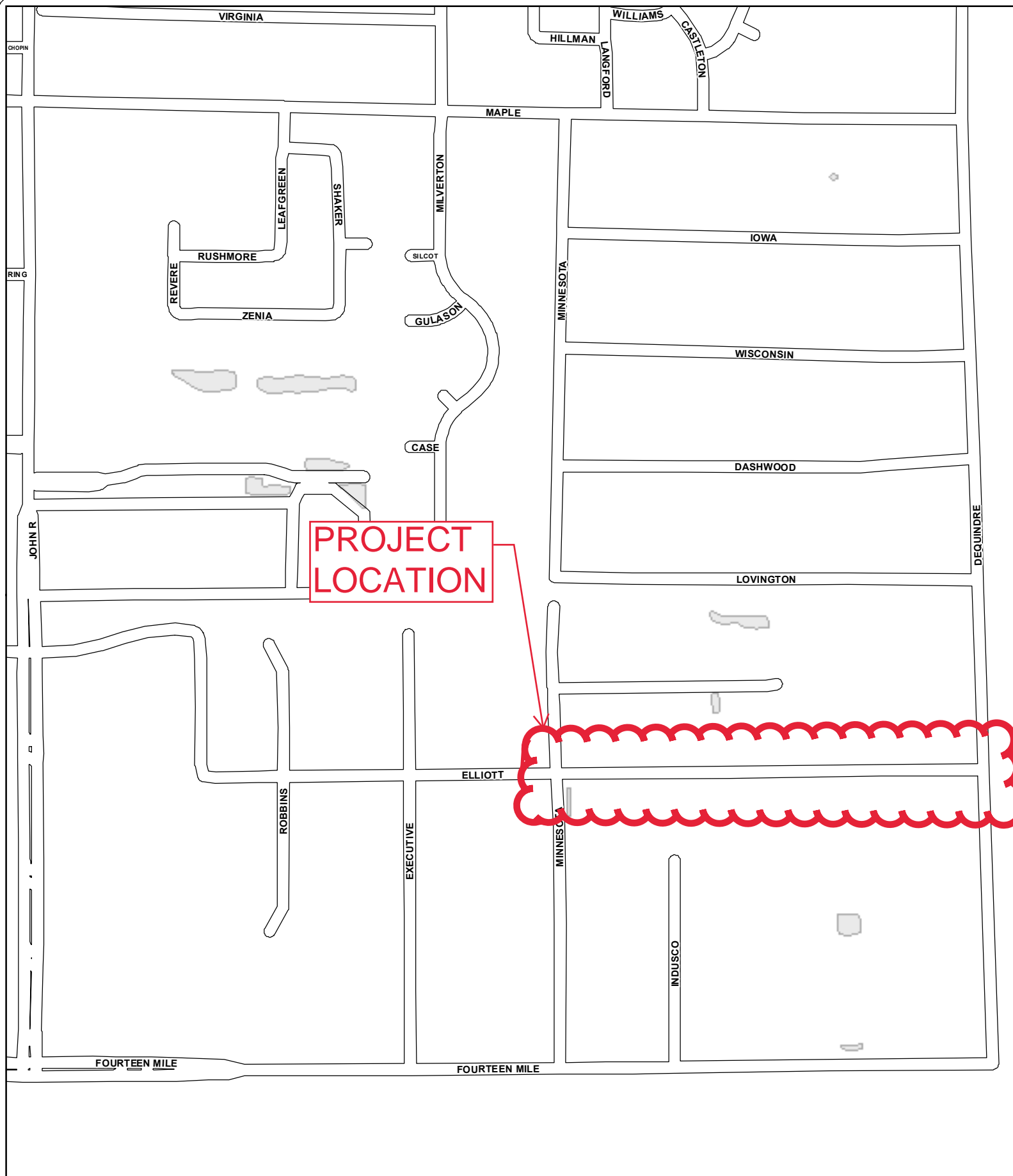
A copy of the bid tab and recommendation shall be attached to the original Minutes of this meeting.

BID TABULATION
CONTRACT 23-07
ELLIOTT WATER MAIN REPLACEMENT
City of Troy
Oakland County, Michigan

Bids Due: February 21, 2024
Project No. 23.501.5

Total Base Bid Amount

1	F.D.M. Contracting, Inc.	\$	1,879,258.00
2	Major Contracting Group, Inc.	\$	1,981,245.80
3	Pamar Enterprises, Inc.	\$	2,096,450.22
4	Bidigare Contractors, Inc.	\$	2,157,912.00
5	C & P Construction Co. Inc.	\$	2,349,261.00



**PROJECT
LOCATION**





500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: February 23, 2024

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager
Megan E Schubert, Assistant City Manager
Dee Ann Irby, Controller
Kurt Bovensiep, Public Works Director
Mike Verstraete, Streets Operations Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidders meeting Specifications – Transit Mixed Concrete

History

- Transit mix concrete is concrete mixed at a plant and brought to a job site by a concrete truck. The Department of Public Works uses transit mixed concrete throughout the year for repairs to the City’s infrastructure, which includes sidewalks, curbs, and roads.
- The City of Troy uses the most current mix design to ensure Alkali Silica Reactivity (ASR) is avoided in all new concrete placed.
- Transit mixed concrete is purchased on an as needed basis throughout the year.
- The current contract expires April 30, 2024.

Purchasing

On February 15, 2024, a bid opening was conducted as required by City Charter and Code for Transit Mixed Concrete. The bid was posted on the MITN Purchasing Group website; www.bidnetdirect.com/mitn/city-of-troy-mi. Two Hundred and Sixteen (216) vendors were notified of the bid opportunity via the MITN website. Two (2) bid proposals were received. Below is a detailed summary of potential vendors for both bid opportunities.

Companies notified via MITN	216	<p><i>MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.</i></p> <p>Active MITN members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.</p> <p>Active MITN non-paying members are responsible to monitor and check the MITN website for opportunities to do business with the City.</p> <p>Inactive MITN member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.</p>
Troy Companies notified via MITN	5	
Troy Companies notified Active email Notification	5	
Troy Companies Active Free	0	
Companies that viewed the bid	9	
Troy Companies that viewed the bid	0	

- The award will include a primary and secondary supplier. In the event the primary supplier is unable to provide materials as specified, the secondary supplier will be contacted.
- The award is contingent upon contractors’ submission of properly executed bid documents, insurance certificates, and all other specified documents.



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CITY COUNCIL AGENDA ITEM

Financial

Funds are budgeted and available in the General Fund under the Public Works Department operating budgets for the Streets, Water, and Parks Divisions.

Recommendation

City Management recommends awarding a one (1) year contract to provide Transit Mixed Concrete with an option to renew for one (1) additional year to the low bidder *Daytona Redi-Mix of Shelby Township, MI* as the primary supplier and *Superior Materials LLC of Farmington Hills, MI* as the secondary supplier as per the unit prices listed in the attached bid tabulation opened February 15, 2024; to be ordered on as needed basis; contracts expiring April 30, 2026

CITY OF TROY
 BID TABULATION
 TRANSIT MIXED CONCRETE

VENDOR NAME:	Daytona Redi-Mix	Superior Materials LLC
CITY:	Shelby Twp., MI	Farmington Hills, MI

PROPOSAL: One (1) Year Requirements of Transit Mixed Concrete with an Option to Renew for One (1) Additional Year

ITEM	EST QTY		DESCRIPTION	UNIT PRICE	UNIT	TOTAL PRICE	UNIT PRICE	UNIT	TOTAL PRICE
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PROPOSAL A - WEEKDAY DELIVERY

1	600	Yds	6 Sack Mix	\$143.00	Cu Yd	\$85,800.00	\$153.00	Cu Yd	\$91,800.00
2	200	Yds	7 Sack Mix	\$149.00	Cu Yd	\$29,800.00	\$159.00	Cu Yd	\$31,800.00
3	50	Yds	12 Hour 300 PSI Mix- Flexural Strength/7 Sack	\$156.00	Cu Yd	\$7,800.00	\$166.00	Cu Yd	\$8,300.00

SPLIT LOAD CHARGES

4a	20	Times	2 Locations	\$0.00	Ea	\$0.00	\$0.00	Ea	\$0.00
4b	5	Times	3 Locations	\$0.00	Ea	\$0.00	\$0.00	Ea	\$0.00
5	20	Times	Below Minimum Load Charge	\$90.00	Ea	\$1,800.00	\$110.00	Ea	\$2,200.00
6	20		Cold Weather Protection	\$8.00	Cu Yd	\$160.00	\$10.00	Cu Yd	\$200.00

ESTIMATED TOTAL PROPOSAL A:

\$125,360.00

\$134,300.00

PROPOSAL B - SATURDAY DELIVERY

1	25	Yds	6 Sack Mix	\$150.00	Cu Yd	\$3,750.00	\$160.00	Cu Yd	\$4,000.00
2	25	Yds	7 Sack Mix	\$156.00	Cu Yd	\$3,900.00	\$166.00	Cu Yd	\$4,150.00
3	25	Yds	12 Hour 300 PSI Mix- Flexural Strength/7 Sack	\$163.00	Cu Yd	\$4,075.00	\$173.00	Cu Yd	\$4,325.00

SPLIT LOAD CHARGES

4a	5	Times	2 Locations	\$0.00	Ea	\$0.00	\$0.00	Ea	\$0.00
4b	5	Times	3 Locations	\$0.00	Ea	\$0.00	\$0.00	Ea	\$0.00
5	5	Times	Below Minimum Load Charge	\$90.00	Ea	\$450.00	\$110.00	Ea	\$550.00
6	5		Cold Weather Protection	\$8.00	Cu Yd	\$40.00	\$10.00	Cu Yd	\$50.00

ESTIMATED TOTAL PROPOSAL B:

\$12,215.00

\$13,075.00

ESTIMATED GRAND TOTAL:

\$137,575.00

\$147,375.00

Unloading Time Per Cubic Yard:		6 Minutes	6 Minutes
Minimum Load:		2 Yards	2 Yards
Hours of Operation:		6AM-5PM M-F; 6AM-12PM Sat	7AM-5PM
24 Hour Emergency Phone No:		(586) 522-0382 Ed Rodriguez; (586) 307-2590 Dan Peters	Dave Moralee (248) 640-4939
References:	Y or N	Y	Y
Insurance Met:	Y or N	Y	Y
Warranty:		1 Year	Not Specified
Payment Terms:		Net 30	Net 30
Delivery Time:		6AM-5PM M-F; 6AM-12PM Sat	7-5
Exceptions:		None	None
Acknowledgement:	Y or N	Y	Y
Forms:	Y or N	Y	Y

ATTEST:

(*Bid Opening conducted via a Zoom Meeting)

Mike Verstraete
 Andrew Chambliss
 Nellie Bert
 Heather Chomiak

Emily Frontera
 Purchasing Manager



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: February 26, 2024

To: Mark F. Miller, City Manager

From: Robert J Bruner, Deputy City Manager
Megan E Schubert, Assistant City Manager
Dee Ann Irby, Controller
Emily Frontera, Purchasing Manager
R. Brent Savidant, Planning Director

Subject: Award Standard Purchasing Resolution 3 – Exercise Renewal Option - Community Planning Services

History

- Carlisle/Wortman Associates, Inc. (CWA) has been the Planning Consultant for the City of Troy since 2001 and has successfully provided a high level of Community Planning Services over that period of time.
- Planning services provided by CWA include maintaining regular office hours one day per week, assisting the Planning Department in application review and report writing, and attending Planning Commission meetings.
- On February 22, 2021 Troy City Council approved a three (3) year contract to provide Community Planning and Related Services for the City of Troy with the option to renew for two (2) additional years to *Carlisle/Wortman Associates, Inc. of Ann Arbor, MI* as a result of a best value process in accordance with SOQ-COT 21-16 {Resolution #2021-02-027}.
- The term of the contract expires on March 31, 2024, and also provided for a two (2) year contract extension.
- CWA requested a two year contract extension and also submitted a *revised* Attachment 1 to extend the hourly rate schedule through March 2026. Note that as per the existing terms of the Agreement, the City may cancel the contract at any time due to poor performance or any reason deemed to be in its best interest.

Purchasing

- On February 22, 2021 Troy City Council approved a three (3) year contract to provide Community Planning and Related Services for the City of Troy with the option to renew for two (2) additional years to *Carlisle/Wortman Associates, Inc. of Ann Arbor, MI* as a result of a best value process in accordance with SOQ-COT 21-16 {Resolution #2021-02-027}.
- CWA was selected following a competitive bid process, including consideration of a Statement of Qualifications, and a Detailed Pricing Proposal.
- The terms of the Agreement Extension include an additional two-year renewal period upon the mutual consent of both parties within 90 days of the Agreement expiration (March 31, 2024).
- The remaining terms and conditions of the original Agreement between City and Consultant will continue in full force and effect.
- CWA has continued to consistently provide quality Community Planning Services and is in mutual agreement to renew the agreement for the additional two-year time period.



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

- It is in the best interest of the City to exercise the two year renewal option.

Financial

Funds are available in the Planning Department Contractual Services Account # 101.701.701.802.070.

Recommendation

City Management recommends exercising the two-year renewal option per mutual consent of both parties and successful performance of the contract with *Carlisle/Wortman Associates, Inc. of Ann Arbor MI* for Community Planning and Related Services under the same terms and conditions of SOQ-COT 21-16, the contract dated April 1, 2021, the Agreement Extension provided by Carlisle/Wortman Associates, Inc. dated January 30, 2024 and revised Fee Schedule Attachment 1; as attached and listed below; contract expiring March 31, 2026.

City Attorney's Review as to Form and Legality

Lori Grigg Bluhm, City Attorney

Date

Attachment:

1. Letter from Carlisle/Wortman Associates, Inc. including Attachment 1
2. Agreement for Planning and Consulting Services



Carlisle | Wortman
ASSOCIATES, INC.

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

January 30, 2024

Emily Frontera
Purchasing Manager
500 W. Big Beaver
Road, Troy, MI 48084

Re: Planning and Consulting Services – Contract Renewal

Dear Ms. Frontera,

Carlisle|Wortman Associates, Inc. (CWA) has a long history with the City of Troy having provided planning services for over the past 25 years. In that time, I have personally served 15 years directly with the city. In the 25-year relationship, as partners with the City and staff, we have provided weekly office hours, completed development reviews, assisted in drafting a comprehensive zoning ordinance rewrite, assisted in numerous zoning ordinance updates, assisted in drafting a comprehensive Master Plan rewrite, and assisted in drafting multiple Plan update. Lastly, we are currently assisting the city with an update to the Master Plan, and a future zoning ordinance revision.

As set forth in our contract, we would appreciate if the City would execute a two-year renewal. Please see our attached 2024-2025 fee schedule. All contractual matters and project management will be handled by myself.

If you have any questions, please contact us at (734) 662-2200.

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

Benjamin R. Carlisle, *President* John L. Enos, *Vice President* Douglas J. Lewan, *Principal*
David Scurto, *Principal* Sally M. Elmiger, *Principal* R. Donald Wortman, *Principal* Craig Strong, *Principal*
Paul Montagno, *Principal*, Megan Masson-Minock, *Principal*, Laura Kreps, *Principal*
Richard K. Carlisle, *Past President/Senior Principal*

2024-2025 Fee Schedule

January 30, 2024

Attachment 1: Fee Schedule

Personnel	2024	2025
Past President / Senior Advisor (D. Carlisle)	\$150	\$160
Principal / President (B. Carlisle)	\$140.00	\$150.00
Senior Associate	\$125.00	\$135.00
Associate	\$115.00	\$125.00
Community Planner/Landscape Architect	\$110.00	\$120.00
Graphics (GIS) technician	\$100	\$110
Support Staff	\$85	\$95

**CITY OF TROY
AGREEMENT FOR PLANNING AND CONSULTING
SERVICES**

THIS AGREEMENT entered into on April 1, 2021, between the CITY OF TROY, 500 W. Big Beaver, Troy, Michigan, hereinafter referred to as the City, and Carlisle/Wortman Associates, Inc 117 N First Street, Suite 70, Ann Arbor, MI 48104, hereinafter referred to as a the "Consultant" or "Consultant".

WHEREAS, The City desires to engage the "Consultant" to provide planning services as set forth herein.

NOW, THEREFORE, In consideration of the foregoing, and of the mutual agreement hereinafter set forth, the parties hereto legally intending to be bound hereby do agree for themselves and their respective successors and assigns as follows:

SECTION 1.0

PLANNING SERVICES

The "Consultant" for his part agrees to provide planning assistance at the request of the City. Such assistance may include zoning and planning investigations and reports, review of development projects and /or consultation with City staff regarding planning and development programs and policies.

SECTION 2.0

COLLECTION OF DATA

It is understood that the "Consultant" will have the cooperation of the "City" in the collection of basic data and other information for the above work.

SECTION 3.0

PAYMENT FOR SERVICES

3.1 Planning Consultant – At the request of the "City", the "Consultant" shall perform periodic investigations relative to community planning, zoning, economic development, community development, and other matters.

Such periodic investigations shall be performed at the rates provided in the Request for Proposal and outlined in Exhibit A.

3.2 Meeting Attendance – The "Consultant" shall attend regularly scheduled meetings of the Planning Commission and City Council, as requested by the "City".

Such meeting attendance shall be performed at the hourly rates set forth in Exhibit A.

3.3 Development Review – The "Consultant" shall coordinate and review land development proposals such as site plans, site condominiums, and special land use as requested by the "City" in accordance with the hourly rates as set forth in Exhibit A.

3.4 Special Projects – Periodically the "Consultant" may be requested by the "City" to perform a project which is beyond the scope of a minor investigation anticipated in Exhibit A. The "City" may request the "Consultant" to provide the "City" with an estimate cost of services which may be provided on a cost not-to-exceed or lump sum basis.

3.5 Terms of Payment – The "Consultant" shall present the "City" an invoice at the end of each month based on work performed. Invoices shall be paid within thirty (30) days after receipt by the "City".

3.6 Negligence – The "Consultant" will be held responsible for additional costs resulting from negligence, mismanagement, delays or improper guidance. When it can be established that the "Consultant" is clearly at fault, these additional costs will be borne by the "Consultant".

CITY OF TROY
AGREEMENT FOR PLANNING AND CONSULTING
SERVICES

SECTION 4.0

OWNERSHIP OF MATERIALS

All documents or other materials prepared by the "Consultant" under this Agreement shall be considered the property of the "City".

SECTION 5.0

INSURANCE

The "Consultant" shall not commence work under this agreement until it has obtained the following required insurance. All coverage shall be with insurance carriers acceptable to the City. All insurance carriers shall be licensed and admitted to do business in the State of Michigan. The "Consultant" shall require each of its subconsultants, if any, to maintain the following required insurance. If any insurance is written with a deductible or self-insured retention, the "Consultant" shall be solely responsible for said deductible or self-insured retention. The purchase of insurance and the furnishing of a certificate of insurance shall not constitute satisfaction of the "Planning Consultant's" indemnification of the City.

The "Consultant" and its subcontractors, if any, shall procure and maintain during the life of the agreement the following coverage and produce valid certificates of insurance upon request by the City:

1. Workers compensation insurance in accordance with all applicable statutes of the State of Michigan. Coverage shall include a minimum \$500,000 employers liability coverage.
2. Commercial general liability insurance on an "occurrence" basis with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the following extensions:
 - a. Per Contract Aggregate (Annual Aggregate Contract Limit)
 - b. Contractual liability
 - c. Products and completed operations
 - d. Independent contractors coverage
 - e. Broad form general liability extensions or equivalent
3. Motor vehicle liability coverage, including Michigan no-fault coverage for all vehicles used in the performance of the contract. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Limits of liability shall not be less than \$1,000,000 per occurrence combined single limit bodily injury and property damage.
4. Professional liability coverage, issued on an "occurrence basis" or "claims made basis", with limits of liability of not less than \$1,000,000 per occurrence/aggregate, or per claim/aggregate if on a "claims made basis". If written on a "claims made basis", the policy must continue for a period of two (2) years following the termination or end date of the contract with the City. Whether on an "occurrence basis" or a "claims made basis", the policy shall include:
 - a. per contract aggregate and
 - b. deletion of all contractual liability exclusions and/or provisions.
5. Additional insured endorsements on both the commercial general liability insurance and motor vehicle liability coverage, as described above, shall include an endorsement stating the following shall be additional insured's:

"The City of Troy, including architects and engineers, all elected and appointed officials, all employees and volunteers, boards, commissions and/or authorities and their board members, employees and volunteers are additional insured." (On an ISO form B or broader.).

CITY OF TROY
AGREEMENT FOR PLANNING AND CONSULTING
SERVICES

6. Cancellation notice. Worker' compensation insurance, commercial general liability insurance, motor vehicle liability insurance and professional liability insurance, as described above, shall include an endorsement stating that thirty (30) days' advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to:

Purchasing Department
City of Troy
500 W. Big Beaver
Troy, MI 48084

SECTION 6.0

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, the Consultant shall indemnify the City, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of Consultant or Consultant's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. The indemnification shall inure to the City, and does not relieve any insurer of its coverage obligations.

1. Professional liability. The Consultant agrees to procure and maintain professional liability insurance in an amount of at least \$1,000,000 during the entire term of the contract.
2. The Consultant agrees that it will not settle or resolve any claim or action against the Consultant based upon its acts which includes, or may include, a claim or count against the City or its employees without obtaining a full and complete release in favor of the City with respect to any and all claims or counts against the City except those based upon the gross negligence or willful or wanton misconduct of the City or its employees.
3. The Consultant and the City may agree to arbitrate any disputes with respect to the application of this indemnification clause.

SECTION 7.0

CONFLICT OF INTEREST

The "Consultant" will not perform any services for the City in which there is a conflict of interest, or the appearance of a conflict of interest, with any builder, developer, contractor or private client who is or might be expected to be active in the City.

SECTION 8.0

TERMINATION

The City reserves the right to terminate the contract at any time with the assurance that the "Consultant" shall be entitled to reimbursement for any services rendered prior to the date of termination.

**CITY OF TROY
AGREEMENT FOR PLANNING AND CONSULTING
SERVICES**

THIS AGREEMENT is executed and made effective as provided above.

CONTRACTOR:

By: Benny R. Cor

Print Name: Benjamin R. Corlisa

Title/Position: Principal

CITY OF TROY

Mark F. Miller
Mark F. Miller, City Manager

BY: Ethan Baker
Ethan Baker

RESOLUTION NUMBER: #2021-02-027

APPROVED AS TO FORM AND LEGALITY:

BY: Lori Grigg Bluhm
Lori Grigg Bluhm, City Attorney

ATTEST: M. Aileen Dickson
Aileen Dickson, City Clerk

FEES & BILLING RATES

SECTION

7

FEES

Bill at an performed hourly based on the fees provided below:

Project Team	2021 Rate	2022 Rate	2023 Rate
Principal (R. Carlisle) Special Projects	\$130.00	\$135.00	\$140.00
Principal (B. Carlisle)	\$110.00	\$115.00	\$120.00
Landscape Architect (C. Nordstrom)	\$90.00	\$95.00	\$100.00
Graphics (GIS) Technician	\$80.00	\$85.00	\$90.00
Support Staff	\$65.00	\$70.00	\$75.00

Major Studies and Amendments

From time to time, the City may request more in-depth studies, amendments, etc. In this case, we will bill our time based on current hourly rates or provide City Staff with a written not-to-exceed cost proposal, if requested.

Billing

Detailed invoices are mailed monthly.



DETAILED PROPOSAL

FEE COMPUTATIONS: COMMUNITY PLANNING AND RELATED SERVICES

PROPOSAL A: Hourly Rates for various job classifications

Hourly rates (to include pay rate, overhead, profit and all other costs) for each of the following classified services:

SERVICES	HOURLY RATES		
	2021	2022	2023
Community Planning Services:			
Principal Planner (R. Carlisle)	\$130	\$135	\$140
Principal Planner (B. Carlisle)	\$110	\$115	\$120
Senior Planner	\$90	\$95	\$100
Landscape Architect	\$90	\$95	\$100

PROPOSAL B: Project Team and Reimbursables

Provide a list identifying the key personnel proposed to be assigned to the City's account including name, certification(s), years of experience and resumes where applicable for the following services:

CLASSIFICATION	INDIVIDUALS NAME	YEARS OF EXPERIENCE	CERTIFICATION			
			ACIP (Y/N)	PCP (Y/N)	RLA (Y/N)	LEED ND (Y/N)
Community Planning Services						
Principal Planner	R. Carlisle	40	Yes (Fellow)			
Principal Planner	B. Carlisle	20	Yes			Yes
Landscape Architect	C. Nordstrom	15			Yes	

PURCHASE/SERVICE CONTRACT

Ship To
City of Troy
Planning
500 W BIG BEAVER RD
TROY, MI 48084

Bill To
City of Troy
Planning
500 W BIG BEAVER RD
TROY, MI 48084

No: 2021-90000022
Date: 04/01/2021

FOB DESTINATION

Entered By: Emily Frontera

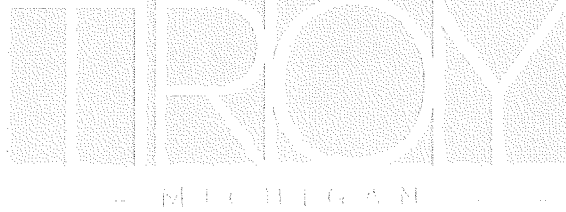
Vendor
VENDOR NO. 121017
CARLISLE/WORTMAN ASSOCIATES
117 N FIRST STREET STE 70
ANN ARBOR, MI 48104

CONTRACT DESCRIPTION

Commence Date	Expiration Date	Renewal	Resolution #	Contract #	Amount
04/01/2021	03/31/2024	2 Times Annually	2021-02-027	2021-90000022	0.00

Community Planning and Related Services

Troy City Council hereby AWARDS a contract to provide three-year requirements of Community Planning and Related Services for the City of Troy with the option to renew for two (2) additional years to Carlisle / Wortman Associates, Inc of Ann Arbor, MI, as a result of a best value process, which the Troy City Council determines to be in the public interest, in accordance with the Agreement and fees as listed in Exhibit A, contained herein for SOQ-COT 21-16 opened January 14, 2021 contingent upon contractor submission of properly executed proposal and contract documents, including insurance certificates and all other specified requirements, expiring March 31, 2024 CC Resolution #2021-02-027



TERMS & CONDITIONS

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
 2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
 3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
 4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.
- NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.


Emily Frontera
Purchasing Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/12/2020

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 Moore Insurance Services, Inc. 67 N. Howell P.O. Box 207 Hillsdale MI 49242	CONTACT NAME: Cyndi Armstrong PHONE (A/C, No, Ext): (517) 439-9345 E-MAIL ADDRESS: carmstrong@mooreinsuranceservices.com	FAX (A/C, No): (517) 439-5536
	INSURER(S) AFFORDING COVERAGE	
INSURED Carlisle/Wortman Associates, Inc. 117 N. First Street Suite 70 Ann Arbor MI 48104	INSURER A: RLI Insurance Company	NAIC # 13056
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2061202914 **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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	PSB0001584	06/14/2020	06/14/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Y	PSA0002555	06/14/2020	06/14/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSE0001375	06/14/2020	06/14/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	PSW0001473	06/14/2020	06/14/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability w/ Pollution Incident			RDP0040139	06/14/2020	06/14/2021	Per Claim \$2,000,000 Aggregate \$4,000,000

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

City of Troy is added as an additional insured with respects to general liability and hired and non-owned auto liability.

CERTIFICATE HOLDER

City of Troy
500 West Big Beaver

Troy MI 48084

CANCELLATION

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
Eric A Moore

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Policy Number: PSB0001584
Named Insured: Carlisle/Wortman Associates

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack[®] NOTICE OF CANCELLATION OR NONRENEWAL –
DESIGNATED PERSON OR ORGANIZATION**

Schedule

Designated Person or Organization:

City of Troy

Email Address:

US Mail Address:

500 West Big Beaver Troy, MI 48084

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. Broad Form Named Insured**
- B. Employees As Insureds**
- C. Blanket Additional Insured**
- D. Blanket Waiver Of Subrogation**
- E. Employee Hired Autos**
- F. Fellow Employee Coverage**
- G. Auto Loan Lease Gap Coverage**
- H. Glass Repair – Waiver Of Deductible**
- I. Personal Effects Coverage**
- J. Hired Auto Physical Damage Coverage**
- K. Hired Auto Physical Damage – Loss Of Use**
- L. Hired Car – Worldwide Coverage**
- M. Temporary Transportation Expenses**
- N. Amended Bodily Injury Definition – Mental Anguish**
- O. Airbag Coverage**
- P. Amended Insured Contract Definition – Railroad Easement**
- Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound**
- R. Notice Of And Knowledge Of Occurrence**
- S. Unintentional Errors Or Omissions**
- T. Towing Coverage**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out

of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the "loss";

- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

H. Glass Repair – Waiver Of Deductible

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible for a covered “auto” will apply to glass damage if the glass is repaired rather than replaced.

I. Personal Effects Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

c. Personal Effects Coverage

In the event of a total theft loss of your covered “auto” we will pay up to \$400 for “loss” to wearing apparel and other personal effects which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto”;

No deductible applies to Personal Effects Coverage.

J. Hired Auto Physical Damage Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

d. Hired Auto Physical Damage Coverage

If hired “autos” are covered “autos” for Liability Coverage and this policy also provides Physical Damage Coverage for an owned “auto”, then the Physical Damage Coverage is extended to “autos” that you hire, rent or borrow subject to the following:

- (1) The most we will pay for “loss” in any one “accident” to a hired, rented or borrowed “auto” is the lesser of:
 - (a) \$60,000
 - (b) The actual cash value of the damaged or stolen property as of the time of the “loss”; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in the event of a total “loss”.
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.
- (5) This Coverage Extension will not apply to:
 - (a) Any “auto” that is hired, rented or borrowed with a driver; or
 - (b) Any “auto” that is hired, rented or borrowed from your “employee”.

K. Hired Auto Physical Damage – Loss Of Use

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

- e. We will pay sums which you legally must pay to the lessor of a covered “auto” which you have leased without a driver for thirty (30) days or less for the lessor’s loss of use of the covered “auto”, provided:
 - (1) This insurance provides comprehensive, specified causes of loss or collision covered on the covered “auto”;
 - (2) The loss of use results from the covered “auto” being damaged in an “accident” while you are leasing it.

We will pay up to a maximum limit of \$1,500 for this covered extension.

L. Hired Car – Worldwide Coverage

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:**

f. Hired Car – Worldwide Coverage

- (1) We will pay all sums an “insured” legally must pay as damages because of “bodily injury” or “property damage” to which this insurance applies, caused by an “accident” which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered “auto” of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.
- (2) With respect to any claim made or “suit” instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

- (a) You shall undertake the investigation, settlement and defense of such claims and "suits" and keep us advised of all proceedings and actions.
- (b) You will not make any settlement without our consent.
- (c) We will reimburse you:
 - (i) For the amount of damages because of liability imposed upon you by law on account of "bodily injury" or "property damage" to which this insurance applies, and
 - (ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or "suits". Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.
- (3) The limit of Insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph 2.c. above, and all expenses incurred by you arising out of any single "accident" or "loss".
- (4) You must maintain the greater of the following primary auto liability insurance limits:
 - (a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or
 - (b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the "accident" occurs; or
 - (c) Auto liability insurance limits of at least \$300,000 combined single limit or \$100,000 per person/\$300,000 per accident Bodily Injury, \$100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a "loss", we will pay only to the extent that we would have been liable had you so complied.
- (5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

M. Temporary Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, subparagraph a. **Transportation Expenses** is deleted and replaced by the following:

a. Transportation Expenses

- (1) We will pay up to a maximum of \$1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered "auto".
- (2) We will pay only for those covered "autos" for which you carry Comprehensive, Collision or Specified Case of Loss Coverage.
- (3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered "loss" and ends at the time when the covered "auto" can be reasonably repaired or replaced.
- (4) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

N. Amended Bodily Injury Definition – Mental Anguish

The following is added to **SECTION V – DEFINITIONS, Definition C.:**

"Bodily injury" also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

O. Airbag Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.:**

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

P. Amended Insured Contract Definition – Railroad Easement

SECTION V – DEFINITIONS paragraph H. "Insured contact" is modified as follows:

- 1. Paragraph H.3. is replaced by the following:
 - 3. Any easement or license agreement.
- 2. Paragraph H.6.a. is deleted.

Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound

SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions, exception paragraph a. to exclusion 4.c. and 4.d. is deleted and replaced with the following:

- a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "autos" electrical system, in or upon the covered "autos"; or

R. Notice Of And Knowledge Of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim Suit Or Loss, subparagraph a. is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured person and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;

- (2) A partner if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

S. Unintentional Errors Or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment Misrepresentation Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

T. Towing Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is deleted and replaced by the following:

- 2. We will pay up to \$750 for towing and labor costs incurred each time a covered "auto" is disabled due to a covered cause of loss. However:
 - a. All labor must be performed at the place of disablement; and
 - b. If the covered auto is a private passenger type no deductible applies; and
 - c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a \$250 deductible per disablement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/12/2020

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 Moore Insurance Services, Inc. 67 N. Howell P.O. Box 207 Hillsdale MI 49242		CONTACT NAME: Cyndi Armstrong PHONE (A/C, No, Ext): (517) 439-9345 FAX (A/C, No): (517) 439-5536 E-MAIL ADDRESS: carmstrong@mooreinsuranceservices.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : RLI Insurance Company	NAIC # 13056
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2061202914 **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 EXCLUSION 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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		PSB0001584	06/14/2020	06/14/2021	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		PSA0002555	06/14/2020	06/14/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSE0001375	06/14/2020	06/14/2021	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	PSW0001473	06/14/2020	06/14/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Professional Liability w/ Pollution Incident			RDP0040139	06/14/2020	06/14/2021	Per Claim	\$2,000,000
							Aggregate	\$4,000,000

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

City of Troy is added as an additional insured with respects to general liability and hired and non-owned auto liability.

CERTIFICATE HOLDER

CANCELLATION

City of Troy 500 West Big Beaver 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 
--	--

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: PSA0002555
Named Insured: Carlisle/Wortman Associates, Inc.

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. Broad Form Named Insured**
- B. Employees As Insureds**
- C. Blanket Additional Insured**
- D. Blanket Waiver Of Subrogation**
- E. Employee Hired Autos**
- F. Fellow Employee Coverage**
- G. Auto Loan Lease Gap Coverage**
- H. Glass Repair – Waiver Of Deductible**
- I. Personal Effects Coverage**
- J. Hired Auto Physical Damage Coverage**
- K. Hired Auto Physical Damage – Loss Of Use**
- L. Hired Car – Worldwide Coverage**
- M. Temporary Transportation Expenses**
- N. Amended Bodily Injury Definition – Mental Anguish**
- O. Airbag Coverage**
- P. Amended Insured Contract Definition – Railroad Easement**
- Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound**
- R. Notice Of And Knowledge Of Occurrence**
- S. Unintentional Errors Or Omissions**
- T. Towing Coverage**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out

of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph 5.b. of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the "loss";

- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

H. Glass Repair – Waiver Of Deductible

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible for a covered “auto” will apply to glass damage if the glass is repaired rather than replaced.

I. Personal Effects Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

c. Personal Effects Coverage

In the event of a total theft loss of your covered “auto” we will pay up to \$400 for “loss” to wearing apparel and other personal effects which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto”;

No deductible applies to Personal Effects Coverage.

J. Hired Auto Physical Damage Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

d. Hired Auto Physical Damage Coverage

If hired “autos” are covered “autos” for Liability Coverage and this policy also provides Physical Damage Coverage for an owned “auto”, then the Physical Damage Coverage is extended to “autos” that you hire, rent or borrow subject to the following:

- (1) The most we will pay for “loss” in any one “accident” to a hired, rented or borrowed “auto” is the lesser of:
 - (a) \$60,000
 - (b) The actual cash value of the damaged or stolen property as of the time of the “loss”; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in the event of a total “loss”.
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.
- (5) This Coverage Extension will not apply to:
 - (a) Any “auto” that is hired, rented or borrowed with a driver; or
 - (b) Any “auto” that is hired, rented or borrowed from your “employee”.

K. Hired Auto Physical Damage – Loss Of Use

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

- e. We will pay sums which you legally must pay to the lessor of a covered “auto” which you have leased without a driver for thirty (30) days or less for the lessor’s loss of use of the covered “auto”, provided:
 - (1) This insurance provides comprehensive, specified causes of loss or collision covered on the covered “auto”;
 - (2) The loss of use results from the covered “auto” being damaged in an “accident” while you are leasing it.

We will pay up to a maximum limit of \$1,500 for this covered extension.

L. Hired Car – Worldwide Coverage

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:**

f. Hired Car – Worldwide Coverage

- (1) We will pay all sums an “insured” legally must pay as damages because of “bodily injury” or “property damage” to which this insurance applies, caused by an “accident” which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered “auto” of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.
- (2) With respect to any claim made or “suit” instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

- (a) You shall undertake the investigation, settlement and defense of such claims and "suits" and keep us advised of all proceedings and actions.
- (b) You will not make any settlement without our consent.
- (c) We will reimburse you:
 - (i) For the amount of damages because of liability imposed upon you by law on account of "bodily injury" or "property damage" to which this insurance applies, and
 - (ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or "suits". Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.
- (3) The limit of Insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph 2.c. above, and all expenses incurred by you arising out of any single "accident" or "loss".
- (4) You must maintain the greater of the following primary auto liability insurance limits:
 - (a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or
 - (b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the "accident" occurs; or
 - (c) Auto liability insurance limits of at least \$300,000 combined single limit or \$100,000 per person/\$300,000 per accident Bodily Injury, \$100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a "loss", we will pay only to the extent that we would have been liable had you so complied.
- (5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

M. Temporary Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, subparagraph **a. Transportation Expenses** is deleted and replaced by the following:

a. Transportation Expenses

- (1) We will pay up to a maximum of \$1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered "auto".
- (2) We will pay only for those covered "autos" for which you carry Comprehensive, Collision or Specified Case of Loss Coverage.
- (3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered "loss" and ends at the time when the covered "auto" can be reasonably repaired or replaced.
- (4) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

N. Amended Bodily Injury Definition – Mental Anguish

The following is added to **SECTION V – DEFINITIONS, Definition C.:**

"Bodily injury" also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

O. Airbag Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.:**

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

P. Amended Insured Contract Definition – Railroad Easement

SECTION V – DEFINITIONS paragraph H. "Insured contact" is modified as follows:

- 1. Paragraph H.3. is replaced by the following:
 - 3. Any easement or license agreement.
- 2. Paragraph H.6.a. is deleted.

Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound

SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions, exception paragraph a. to exclusion 4.c. and 4.d. is deleted and replaced with the following:

- a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "autos" electrical system, in or upon the covered "autos"; or

R. Notice Of And Knowledge Of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim Suit Or Loss, subparagraph a. is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured person and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;

- (2) A partner if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

S. Unintentional Errors Or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment Misrepresentation Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

T. Towing Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is deleted and replaced by the following:

- 2. We will pay up to \$750 for towing and labor costs incurred each time a covered "auto" is disabled due to a covered cause of loss. However:
 - a. All labor must be performed at the place of disablement; and
 - b. If the covered auto is a private passenger type no deductible applies; and
 - c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a \$250 deductible per disablement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: PSB0001584
Named Insured: Carlisle/Wortman Associates

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack[®] NOTICE OF CANCELLATION OR NONRENEWAL –
DESIGNATED PERSON OR ORGANIZATION**

Schedule

Designated Person or Organization:

City of Troy

Email Address:

US Mail Address:

500 West Big Beaver Troy, MI 48084

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: March 4, 2024

To: Mark F. Miller, City Manager

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

Subject: Standard Purchasing Resolution 4: Oakland County Extended Purchasing Contract – Pump Replacement at Troy Community Center Pool

History

- The Community Center is 22 years old.
- The pumps for the leisure, toys, and slide pumps are original and need to be replaced.
- There are four pool pumps at the Community Center (Leisure, Therapy, Toys, and Slide)
- The therapy pool pump was replaced approximately five years ago.
- The pumps being replaced are well past their useful life and need to be replaced to ensure continuous operation.

Purchasing

- Pricing for the Community Center Pool Pump Replacements has been secured from *Limbach, Inc. of Pontiac, MI* as detailed in the attached proposal #JK021624B through the Oakland County Extended Purchasing Contract #009746.
- City Council authorized participation in the Cooperative Purchasing Programs on February 5, 2024 (Resolution #2024-02-031-J-5)

Financial

Funds are budgeted and available in the Troy Community Center General Equipment Capital Fund under Project Numbers 2023C0050, 2024C0058, and 2024C0059 for the 2024 fiscal year. Expenditures will be charged to account number 756.755.978.045.

Recommendation

City Management recommends a contract be awarded to *Limbach, Inc. of Pontiac, MI* for replacement of the three pumps at the Troy Community Center Pool for an estimated cost of \$94,991 as per the Oakland County Extended Purchasing Contract #009746, not to exceed budgetary limitations.

City Of Troy-Community Center
510 W Big Beaver Rd.
Troy, MI. 48084

February 19, 2024

Project: Replace 600, 1000, 1200 GPM Pool Pumps

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

Scope of Work:

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

1. All work is to be performed during normal working hours
2. Lock Out Tag Out to ensure a safe work environment at all times
3. Remove Temporary Pump
4. Install New 600, 1000, 1200 GPM Replacement Pumps
5. Pump Equipment Pad Extension (concrete)
6. Piping Alterations to accommodate new pump and bypass
7. Electrical Connections and reconnections
8. Necessary hoisting and rigging to accomplish work
9. Deliveries
10. Test, Check & Start for proper operations

Qualifications

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

926 FEATHERSTONE ROAD
PONTIAC, MI 48342

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

LIMBACH IS AN EQUAL OPPORTUNITY EMPLOYER



MECHANICAL



ELECTRICAL



PLUMBING



CONTROLS

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

1. Temporary Pump rental , Install, or Remove
2. Re-buid of Pool Pump/s
3. Water balancing
4. Engineering or drawings for permit
5. Extensive removal or relocation of conflicting services, utilities, lights, or sprinklers.
6. Other repairs needed that are found on the existing system during the installation.
7. **Life safety certification**

Total Budget for the above scope of work -**\$94,991.00**

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

Respectfully submitted,***Jason Kopczyk***

Jason Kopczyk
Special Projects Manager
(248) 410-6682
Jason.Kopczyk@limbachinc.com

Approved by:

Signature_____
Date_____
Print Name

926 FEATHERSTONE ROAD
PONTIAC, MI 48342

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

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**MECHANICAL****ELECTRICAL****PLUMBING****CONTROLS**

PROJECT AGREEMENT TERMS AND CONDITIONS

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

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours. Customer will provide to Contractor reasonable means of access to the equipment, including removal, replacement, or refinishing of the building structure required.
2. Contractor shall repair or replace any of the Work performed by Contractor or its subcontractors which is proven to be defective in quality of material or workmanship within one (1) year from the date of beneficial use by the Customer, or from the date of acceptance, whichever is the earlier, provided Contractor has been given prompt, written notice of any such defects. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. TERMS OF PAYMENT: 1/3 upon approval of the proposal, progress billings, and balance due 30 days from the final invoice. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall pay a late charge on the balance outstanding at the lesser of (a) 1 ½% per month or (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.
4. If at the time the order is placed, the cost of raw materials should exceed 5% over the original estimate, the additional cost will be added to the total investment price.
5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder. The amount of any taxes for which Contractor may become liable for or in connection with its performance under this Agreement shall be in addition to the amount of the Agreement.
6. In the event Customer requests that Contractor perform work beyond the Scope of this Agreement, the cost of materials and labor will become an extra charge (fixed price amount to be negotiated or performed by Contractor on a time-and-material basis at Contractor's rates then in effect.)
7. In the event that Contractor must commence any action against Customer to recover amounts due hereunder, Customer shall reimburse Contractor for its attorney's fees and court costs associated with such action.
8. In the event of a breach by Contractor of the terms of this Agreement, or in the event Customer incurs any liability in connection with the performance of the Work by Contractor, Customer's sole and exclusive remedy against Contractor shall be for Contractor to repair or replace the Work in accordance with the warranty or, if such Work cannot be repaired or replaced, to refund to Customer the amount paid to Contractor under this Agreement, not to exceed Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with the Work, whether by reason of breach of contract, tort (including negligence), statute or otherwise exceed the amount paid by Customer to Contractor for the Work. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE OR LIABLE FOR DAMAGES ARISING FROM LOSS OF USE, LOSS OF BUSINESS AND/OR PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSE, CLAIMS OF CUSTOMER'S CLIENTS OR TENANTS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING OUT OF ITS PERFORMANCE UNDER THIS AGREEMENT, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Any action against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.
9. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of labor, machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.

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PLUMBING



CONTROLS

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

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

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

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

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

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

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

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

- - - END OF TERMS AND CONDITIONS - - -

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PONTIAC, MI 48342

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500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: March 4, 2024

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
Jason Schmidt, Water & Sewer Operations Manager
Emily Frontera, Purchasing Manager
G. Scott Finlay, City Engineer

Subject: Standard Purchasing Resolution #4 – HGACBuy Purchasing Cooperative – 2024 Sewer Root Treatment

History

- City DPW staff proactively cleans and televises the sanitary sewers in the City. Sewer lines with extensive root intrusions have been identified for treatment.
- Sewer root treatment was planned and budgeted in FY23/24.

Purchasing

- HGAC is the Houston-Galveston Area Council Cooperative Purchasing Program that has been in existence for over 30 years; specializing in high ticket, capital intensive products and services that require technical, detailed specifications and extensive professional skills to evaluate bid responses. Products available thru the HGACBuy Program are products utilized by Public Safety, Public Works, Emergency Services and Communications.
- On July 7, 2020, bid responses were received from twenty-four (24) vendors. The bid was hosted by HGAC Purchasing Cooperative. Contracts were awarded to the lowest responsible bidder providing best value for each product item as detailed in the bid specifications. *Duke's Root Control, Inc.* is the awarded low bidder for sewer root treatment services.
- Pricing for the 2024 Sewer Root Treatment per contract SC01-21 including all labor, materials and equipment has been secured from *Duke's Root Control, Inc of Syracuse, NY* through the HGACBuy Purchasing Cooperative.
- City Council authorized participation in the Cooperative Purchasing Programs on February 5, 2024 (Resolution #2024-02-031-J-4a).

Financial

Funding for this work is budgeted and available in the 2023-2024 Sewer Capital Fund; Project #2024C0069. Expenditures will be charged to Account # 527.535.973.214025.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Recommendation

It is recommended that City Council award the 2024 Sewer Root Treatment contract to *Duke's Root Control, Inc. of Syracuse, NY* for an estimated amount of \$145,939.08, as detailed in the attached proposal and as per the HGACBuy Purchasing Cooperative Contract #SC01-21; not to exceed budgetary limitations.

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



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.: SC01-21

Date Prepared: 14-Feb

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Troy, MI	Contractor:	DUKE'S ROOT CONTROL, INC.
Contact Person:	Emily Ause	Prepared By:	Bob Hunn
Phone:	248-524-3438	Phone:	614-354-3927
Fax:		Fax:	
Email:	emily.ause@troy.mi.gov	Email:	bob@dukes.com / lisa@dukes.com

Catalog / Price Sheet Name:	SEWER CLEANING, HYDRO EXCAVATING, INSPECTION EQUIPMENT, AND MISCELLIOUS SERVICES
General Description of Product:	RAZOR ROOTER II CHEMICAL ROOT CONTROL

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
56543	SC211003 RAZOROOTER II CHEMICAL ROOT CONTROL 4" THRU 9"	1.96	110824.28
11137	SC211004 RAZOROOTER II CHEMICAL ROOT CONTROL 10" THRU 12"	2.36	26283.32
2622	SC211005 RAZOROOTER II CHEMICAL ROOT CONTROL 13" THRU 16"	3.29	8626.38
35	SC211006 RAZOROOTER II CHEMICAL ROOT CONTROL 18" THRU 22"	5.86	205.1
			0
			0
			0
			0
			0
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal A:			145939.08

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			0

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0%
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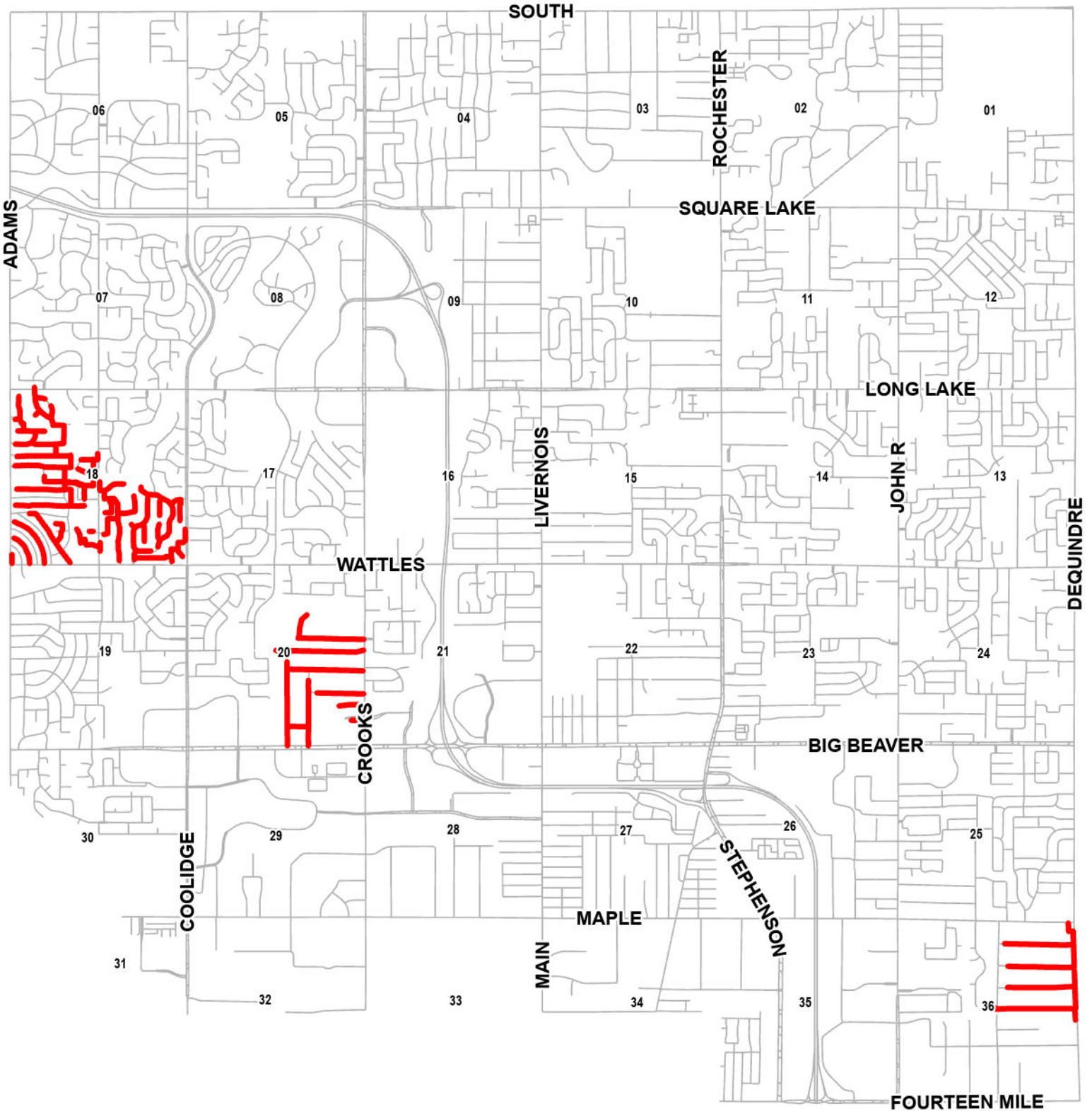
C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Subtotal C:		0

Delivery Date: 6/30/2024

D. Total Purchase Price (A+B+C): 145939.08

Sewer Root Cleaning - Contract 23-05



Legend

— Root Cleaning

**TOTAL LENGTH OF
PIPE FOR PROJECT
70,335 FT**

TOTAL LENGTH BY SECTION

Section	Length (ft)
18	43,852
20	15,040
36	11,443





500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: February 20, 2024

To: Mark F. Miller, City Manager

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

Subject: Private Agreement – Contract for Installation of Municipal Improvements
Tuscan Villas Lot Split - Project No. 22.914.3

History

Mr. Frank Mancini proposes to develop Tuscan Villas Lot Split located on the north side of E. Square Lake Road, between John R & Dequindre Roads, Section 1.

The preliminary site plan was administratively approved on July 27th, 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 Mr. Frank Mancini on behalf of the City of Troy including: Water Main, Sanitary Sewer, Storm Sewer, Concrete Pavement & Sidewalk, and Rain Garden. 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 Mr. Frank Mancini (see attached Private Agreement).

Financial

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

Recommendation

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

City Of Troy

Contract for Installation of Municipal Improvements (Private Agreement)

Project No.: **22.914.3**

Project Location: **SW 1/4 Section 1**

Resolution No:

Date of Council Approval:

This Contract, made and entered into this **20th** day of **February, 2024** by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and **Mr. Frank Mancini** whose address is **53200 Van Dyke Avenue, Shelby Twp., MI 48316** and whose telephone number is **586-291-1011** hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of **Water Main, Sanitary Sewer, Concrete Pavement, and Rain Garden** 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 \$ **188,429.00**. This amount will be deposited with the City in the form of (check one):

Cash/Check	<input type="checkbox"/>	} 10% Cash <u>18,844.00</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 \$ **55,006.00**. 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 \$ **1,395.00**. 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 16th day of January, 2024.

OWNERS

By: [Signature]

Its: Owner
Franco C. Mancini
Please Print or Type

[Signature]

Its: Owner
Giovanna L. Mancini
Please Print or Type

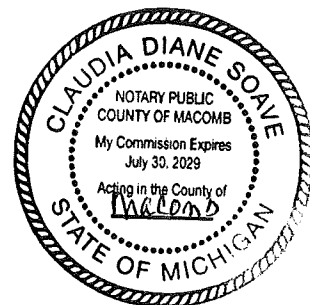
STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 16th day of January, A.D. 2024, before me personally appeared Franco C. Mancini & Giovanna L. Mancini 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]

Claudia Diane Soave
NOTARY PUBLIC, Macomb, Michigan

My commission expires: 7.30.2029
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: PPC22.914.3

Engineering Department

500 W. Big Beaver Road

TO SCHEDULE INSPECTION CALL

Troy, Michigan 48084

Fax: (248) 524-1838

INSPECTION LINE: (248) 680-7221

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

www.troymi.gov

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

2403 E SQUARE LAKE

Location

88-20-01-300-008

Lot: 0

Subdivision: Acreage

Project No:

MANCINI, FRANCO C & GIOVAN

Permittee/Owner

2914 DINA

TROY

MI 48085-393

Issued: 02/15/2024

Expires:

Applicant

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

2914 DINA

TROY

MI 48085-3935

Work Description: Tuscan Villas Lot Split

Stipulations:

[On-Site Private Rain Garden](#)

Work will meet all codes and inspections.

Category	Permit Item	Acreage/Qty
Escrow Deposits	Sanitary Sewers	36,639.00
Escrow Deposits	Water Mains	55,267.00
Escrow Deposits	Storm Sewers	4,018.00
Escrow Deposits	Pavement	67,810.00
Escrow Deposits	Grading	7,995.00
Escrow Deposits	Temporary Access Road	1,700.00
Escrow Deposits	Street Lights	15,000.00
Cash Fees (Non-Refundable)	Water Main Testing/Chlorination PA2	478.00
Cash Fees (Non-Refundable)	Signs	4.00
Cash Fees (Non-Refundable)	arkers - Full Range	5.00
Cash Deposits (Refundable)	Construction Engineering (CE)	171,912.00
Cash Deposits (Refundable)	Sidewalks	1,363.00
Cash Deposits (Refundable)	ROW Restoration	1,500.00
Cash Deposits (Refundable)	Repair & Maintenance-Public Streets	1.00
Cash Deposits (Refundable)	Punchlist & Restoration	171,912.00

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.

SOUTH

SOUTH

HARNED

JARMAN

BURDIC

CHANCERY

STIRLING

GULLIVER

ALFRED

JOHN R

LYSTER

ATKINS

SOUTHPOINTE

LAKESIDE

SAXONY

NORMANDY

DRYDEN

SMITHFIELD

BRITANNY TREE

TUSCANY

SILVERSTONE

MAYAPPLE

COCKNEY

SLATE

SQUARE LAKE

CLIFFSIDE

MEADOWLARK MEADOWLARK

SONGBIRD

EVANSWOOD

ROBART

RONALD

BROOKE VIEW

SPRING VIEW

MARILYN

RANIERI

FLORA

DINA

SEMINOLE

MOHICAN

MANORWOOD

CHIPPEWA

BRIARWOOD

DEQUINDRE

Proposed Tuscan Villas Lot Split





500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: February 28, 2024
To: Mark F. Miller, City Manager
From: Robert J. Bruner, Deputy City Manager
Megan Schubert, Assistant City Manager
Kurt Bovensiepe, Public Works Director
G. Scott Finlay, City Engineer
Subject: Act 51 Mileage Certification for 2023

History

In accordance with the guidelines for adding or deleting streets to the annual road mileage certification for cities and villages, the following non-platted street requires a resolution from Council to accept jurisdiction of this street.

Addition:

Street Name	Added Length	Plat
Kohli	1,161.83 ft.	Eden Gardens

The addition of this local street will bring the local road mileage total to 270.66 miles, the major total will remain at 57.34 miles.

Financial

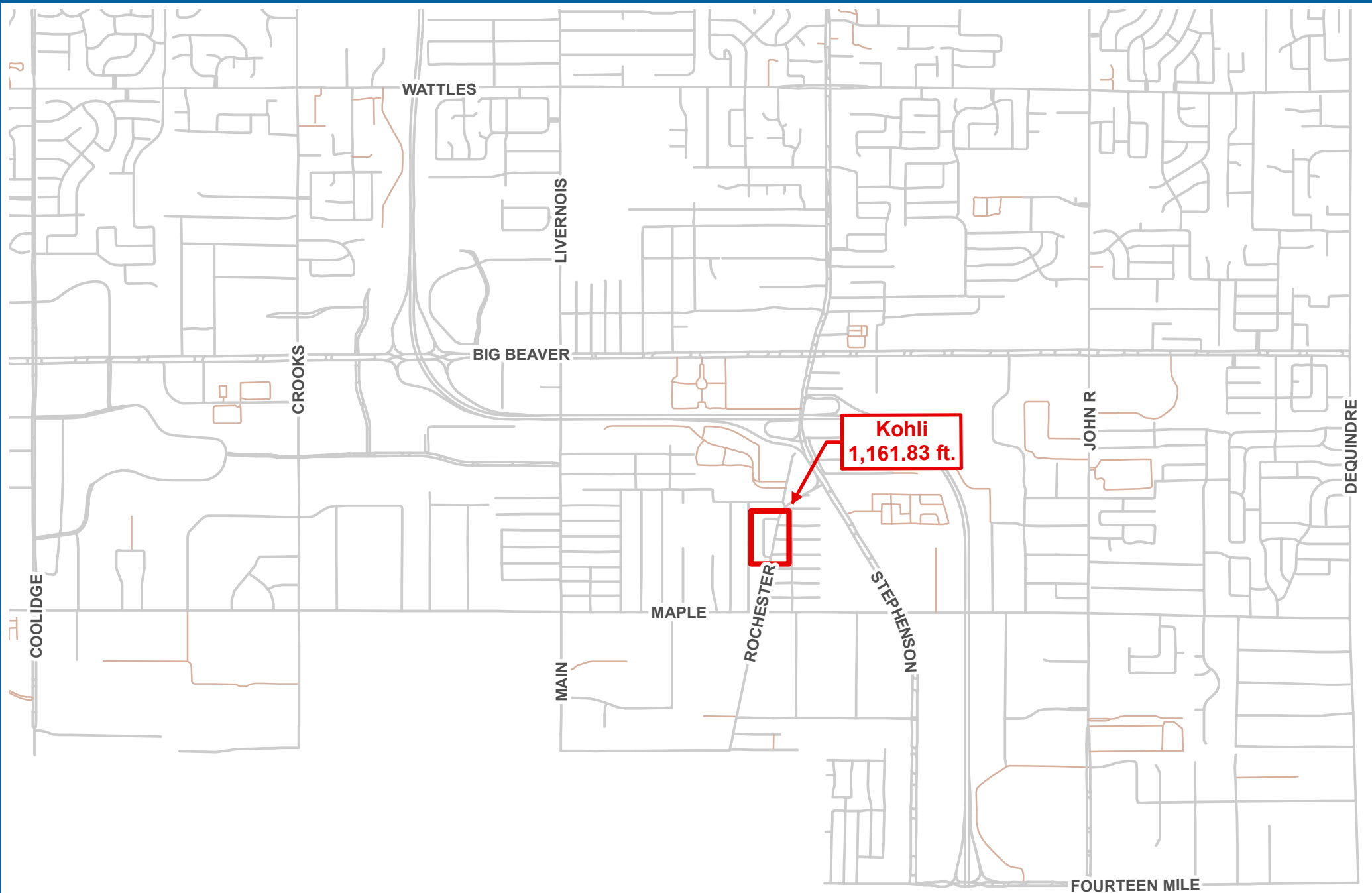
The City of Troy's allocation of Michigan Transportation Funds is based on the number of miles of road under City jurisdiction. The road listed under addition is under control of the City, open for public purposes, and is being maintained by the City. It is necessary that the foregoing road be added to the Act 51 mileage report so that transportation funds can be properly allocated to the City of Troy.

Recommendation

It is recommended that the road listed above, under addition, be accepted and certified for the Act 51 mileage report.



City of Troy, Michigan



Kohli
1,161.83 ft.



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-07

CITY COUNCIL AGENDA ITEM

Date: February 27, 2024

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager
Megan E. Schubert, Assistant City Manager
G. Scott Finlay, City Engineer/Traffic Engineer

Subject: Traffic Committee Recommendations and Minutes – February 21, 2024

At the Traffic Committee meeting of February 21, 2024, the following recommendations were made for City Council approval:

4. Request for Traffic Control – Hearthside Drive & Country Ridge Drive

RESOLVED, that the Country Ridge Drive Approach at Hearthside Drive be **MODIFIED** from UNCONTROLLED, to STOP CONTROLLED.

Minutes of the meeting are attached.

A regular meeting of the Troy Traffic Committee was held Wednesday, February 21, 2024 in the Lower Level Conference Room at Troy City Hall. Pete Ziegenfelder called the meeting to order at 7:30 p.m.

1. Roll Call

Present: Cindy Nurak
Abi Swaminathan
Cynthia Wilsher
Pete Ziegenfelder
Angela Zhou, Student Representative

Absent: Shama Kenkre
Richard Kilmer
Al Petrulis
Deputy Fire Chief, Michael Koehler

Also present: G. Scott Finlay, City Engineer
Sgt. Brian Warzecha, Police Department
Merissa Clark, Administrative Assistant

2. Minutes – January 17, 2023 Traffic Committee

Resolution # 2024-02-03
Moved by Nurak
Seconded by Wilsher

To approve the January 17, 2023 minutes as printed.

Yes: Nurak, Swaminathan, Wilsher, Ziegenfelder
No: None
Absent: Kenkre, Kilmer, Petrulis

MOTION CARRIED

PUBLIC HEARINGS

3. No Public Hearings

REGULAR BUSINESS

4. Request for Traffic Control – Hearthside & Country Ridge Drive

Cheryl Gonda of 6113 Hearthside Drive requested that the intersection of Hearthside Drive and Country Ridge Drive be reviewed for purposes of traffic control at the uncontrolled intersection. She states: I live in cul-de-sac on Hearthside Drive and the existing uncontrolled intersection is dangerous, cars turning off Country Ridge Drive turn without looking. This creates a hazardous situation for drivers, there have been several near misses recently.

The Traffic Committee received 1 email in support, and 1 phone call opposed.

We live at 6071 Hearthside Drive, Troy, MI 48098.

We fully support the controlled intersection proposal. We have four children and cars come flying thru all the time. It's dangerous.

Troy C. Otto
Owner/Broker
Otto Family Properties, LLC
Licensed Attorney (P67448)
(248) 515-2753
troy@ottofamilyproperties.com

Traffic Engineering received a call from Pat DeFilippis at 6069 Country Ridge in opposition to any traffic control at this location, big waste of money.

Mike & Cheryl Gouda – stated they have lived at 6113 Hearthside for 30 years, and the speeding in the subdivision has gotten worse. They have a lot of little kids living near by and they've had a close call recently and are scared an accident will happen with all the kids in the area. People cut thru the subdivision to avoid the light at Square Lake and Coolidge, especially during rush hour. He mentioned a neighbor also sees people driving like crazy, sometimes going 30-40 MPH. He really thinks that a stop or yield sign would deter people from cutting thru all the time, and make the subdivision safer.

Cynthia Wilsher mentioned that OHM's report doesn't think it would be affective for a yield sign to be installed, and explained that it may do the opposite, causing more speeding at the corner.

Sgt. Warzecha explained it will fix one problem, but may cause more problems in the long run and mentioned maybe a stop sign being more beneficial. He also added that the corner did have a good clearance and good visibility, Wilsher agreed.

Mr. Gouda explained that when he leaves the street he has been almost hit by cars taking the turn from Country Ridge onto Hearthside and not looking before turning.

MOTION CARRIED

Resolution # 2024-02-04
Moved by Ziegenfelder
Seconded by Nurak

Yes: Nurak, Swaminathan, Ziegenfelder
No: Wilsher
Absent: Kenkre, Kilmer, Petrusis

RESOLVED, that the Country Ridge Approach at Hearthsides be modified from UNCONTROLLED, to STOP CONTROLLED.

7. Public Comment

8. Other Business

9. Adjourn

The meeting adjourned at 7:53 PM.

Pete Ziegenfelder -Chairperson

G. Scott Finlay, City Engineer/Traffic Engineer

G:\Traffic\aaa Traffic Committee\2024\21_February_2024\0221_Minutes_Traffic Committee DRAFT



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: February 22, 2024

To: Mark F. Miller, City Manager

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

Subject: Request to Grant an Underground Utility Easement Over a City Owned Property to DTE Electric Company, Sidwell #88-20-22-301-011

History

The City of Troy received a request to grant an underground utility easement over a portion of the public park property fronting Talbot Avenue. The 10-foot wide easement would extend approximately 71 feet from an existing electrical pedestal to the abutting property at 3459 Talbot.

The owners of 3459 Talbot, a residential parcel zoned R-1E, One Family Residential, are expanding their building footprint which necessitates the relocation of their existing underground service. The closest feed point is an existing pedestal on the City park property.

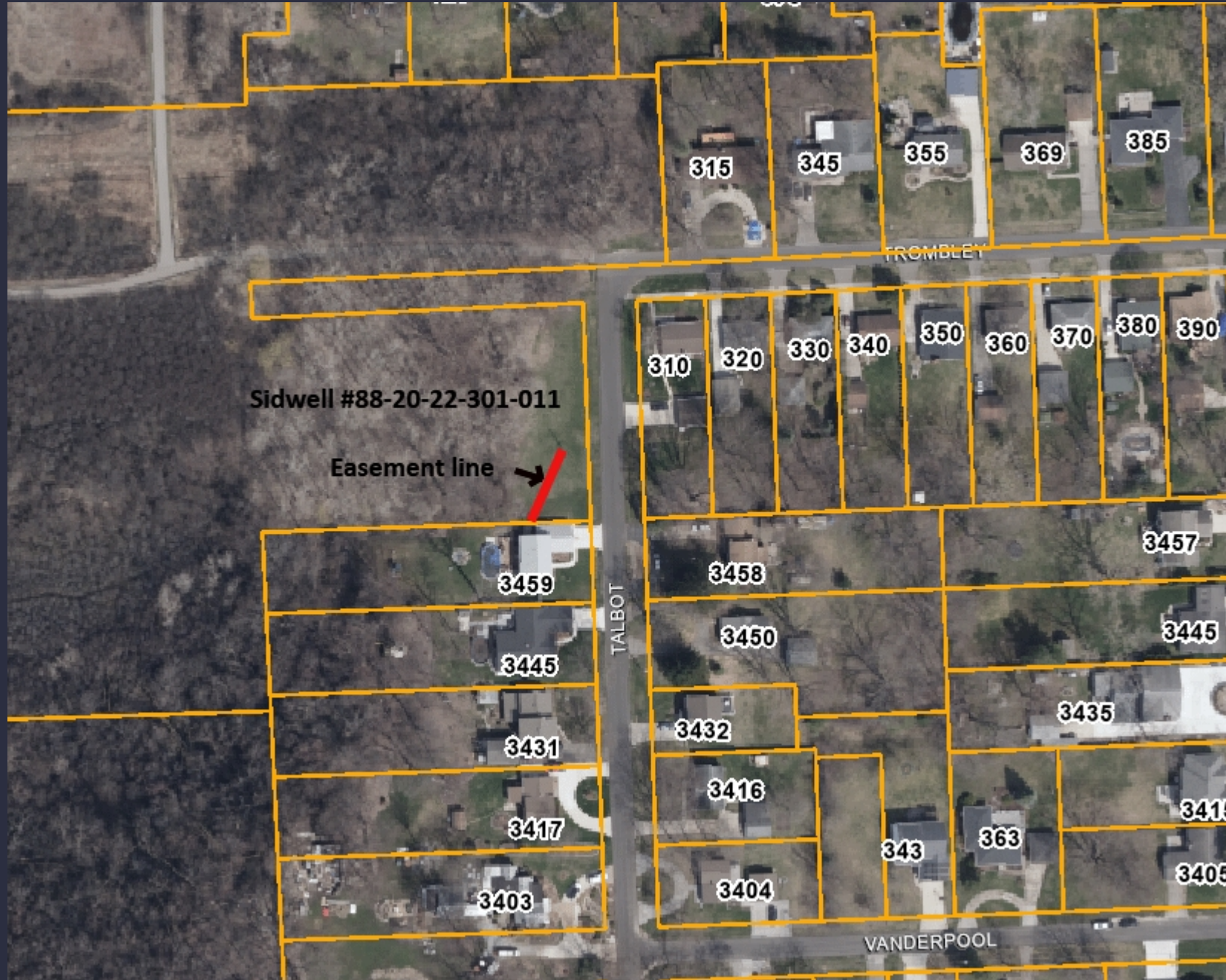
Engineering and Public Works staff have reviewed the request and design plans and recommend granting the easement to DTE Electric Company.

Financial

There is no financial consideration on this document.

Recommendation

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



Sidwell #88-20-22-301-011

Easement line →

Notes:
DTE Electric Company
Underground Easement
88-20-22-301-011



DTE Electric Company Underground Easement (Right of Way) No. 70554413-70554421

On _____, 2023, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor grants to Grantee a permanent, non-exclusive underground easement ("Right of Way") in, on, and across a part of Grantor's Land called the "Right of Way Area".

"Grantor" is: THE CITY OF TROY, A MICHIGAN MUNICIPAL CORPORATION
500 W. BIG BEAVER RD., TROY, MI 48084

"Grantee" is: DTE Electric Company, a Michigan corporation, One Energy Plaza Drive, Detroit, Michigan 48226

"Grantor's Land" is in sec 22, T2N, R11E, CITY OF TROY, County of OAKLAND, and State of Michigan, and is described as follows:

AS SHOWN ON ATTACHED LEGAL DESCRIPTION, EXHIBIT 'A',
WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

Tax Identification Number(s): 20-22-301-011
More commonly known as: 3459 TALBOT

The "Right of Way Area" is a ten (10') ft wide easement on part of Grantor's Land. The centerline of the Right of Way Area shall be established in the as-built location of the centerline of Grantee's facilities, and shall be installed on Grantor's Land in the approximate location described as follows:

AS SHOWN ON ATTACHED DTE ELECTRIC COMPANY DRAWING, EXHIBIT 'B',
WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

1. **Purpose:** The purpose of this Right of Way is to allow the Grantee, at Grantee's sole expense, to construct, reconstruct, modify, add to, repair, replace, inspect, operate and maintain the underground utility line facilities, which may consist of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories. Grantee acknowledges the Right of Way granted herein and the Right of Way Area are subject to all existing easements, restrictions, encumbrances, covenants, conditions, rights-of-way and reservations of record.

2. **Access:** Grantee has the right of pedestrian and vehicular ingress and egress to and from the Right of Way Area over and across Grantor's Land.

3. **Buildings or other Permanent Structures:** No buildings or other permanent structures or improvements may be constructed or placed in the Right of Way Area without Grantee's prior, written consent. Grantor agrees, at its own expense, to remove any improvement that interferes with the safe and reliable operation, maintenance and repair of Grantee's facilities upon the written demand of Grantee. If Grantor fails to comply with such demand, Grantor agrees that Grantee may remove any such improvement and bill Grantor for the cost thereof, which cost Grantor shall pay within thirty (30) days after demand therefor.

4. **Excavation:** Pursuant to 2013 Public Act 174, MISS DIG (1-800-482-7171 or 811 in some areas) must be called before any excavation in the Right of Way Area may proceed.

5. **Trees, Bushes, Branches, Roots, Structures and Fences:** Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches and roots that grow or fall in the Right of Way Area and remove any structures, improvements, fences, buildings or landscaping in the Right of Way Area that interfere with the safe and reliable construction, operation, maintenance and repair of Grantee's facilities. No landscaping, trees, plant life, structures, improvements or fences may be planted, grown or installed within 8 feet of the front door, or within 2 feet of the other sides, of transformers or switching cabinet enclosures, and Grantee shall not be responsible for any damage to, or removal of, landscaping, trees, plant life, structures, improvements and/or fences located in such areas.

6. **Restoration:** If Grantee's agents, employees, contractors, subcontractors, vehicles or equipment damage Grantor's Land while entering Grantor's Land for the purposes stated in this Right of Way, then Grantee will restore Grantor's Land as nearly as is

reasonably practicable to the condition in which it existed prior to such damage. Restoration with respect to paved surfaces shall consist of asphalt cold patching of the damaged portion of any asphalted surfaces when the weather conditions suggest such use and the cement patching of the damaged portion of any cemented surfaces. Grantee shall have no liability, however, for the restoration or cost of any improvements located within the Right of Way Area, including, but not limited to, parking islands, gutters, fences or landscaping such as trees, bushes, or flowers (but not a simple lawn which, if damaged, will be patched and re-seeded by Grantee) that are damaged by Grantee in the course of constructing, reconstructing, modifying, adding to, repairing, replacing, operating or maintaining its facilities as described in paragraph 1 above.

7. **Successors:** This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

8. **Exemptions:** This Right of Way is exempt from transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).

9. **Governing Law:** This Right of Way shall be governed by the laws of the State of Michigan.

Grantor(s): City of Troy

By: _____
Name: Ethan D. Baker
Title: Mayor

Acknowledged before me in _____ County, Michigan, on _____, 2022, by: Ethan D. Baker, Its: Mayor for City of Troy, a Michigan municipal corporation.

Notary's Stamp _____ Acting in _____ County, Michigan
Notary's Signature _____

Grantor(s): City of Troy

By: _____
Name: M. Aileen Dickson
Title: City Clerk

Acknowledged before me in _____ County, Michigan, on _____, 2022, by: M. Aileen Dickson, Its: City Clerk for City of Troy, a Michigan municipal corporation.

Notary's Stamp _____ Acting in _____ County, Michigan
Notary's Signature _____

EXHIBIT "A"

Property Description

T2N, R11E, SEC 22 REPLAT OF OUTLOT A OF BIG BEAVER LOT 95

Property Description

T2N, R11E, SEC 22 SUPERVISOR'S PLAT NO 26 LOTS 25, 26 & 27 EXC W 22 FT TAKEN FOR RD, ALSO LOTS 1 & 2 EXC N 50 FT OF BOTH OF 'SUPERVISOR'S PLAT NO. 6', ALSO LOTS 96 TO 100 INCL OF 'REPLAT OF OUTLOT A OF BIG BEAVER', ALSO PART OF W 1/2 OF SEC BEG AT PT DIST N 00-03-00 W 2597.50 FT FROM SW SEC COR, TH N 00-03-00 W 165 FT, TH N 89-59-20 E 1325.69 FT, TH S 00-20-50 W 165 FT, TH S 89-59-20 W 1324.53 FT TO BEG EXC W 75 FT TAKEN FOR RD 11-17-10 FR 010,326-001,002 012 & 013

Parent Parcel: #88-20-22-301-011



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: February 27, 2024

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 Shekhor Deb, Sidwell #88-20-12-426-024

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 Shekhor Deb, owner of the property having Sidwell #88-20-12-426-024. The property is located in the southeast ¼ of Section 12 on Dequindre Road., between English and Quartz streets.

Financial

The consideration amount on this document is \$1.00.


Recommendation

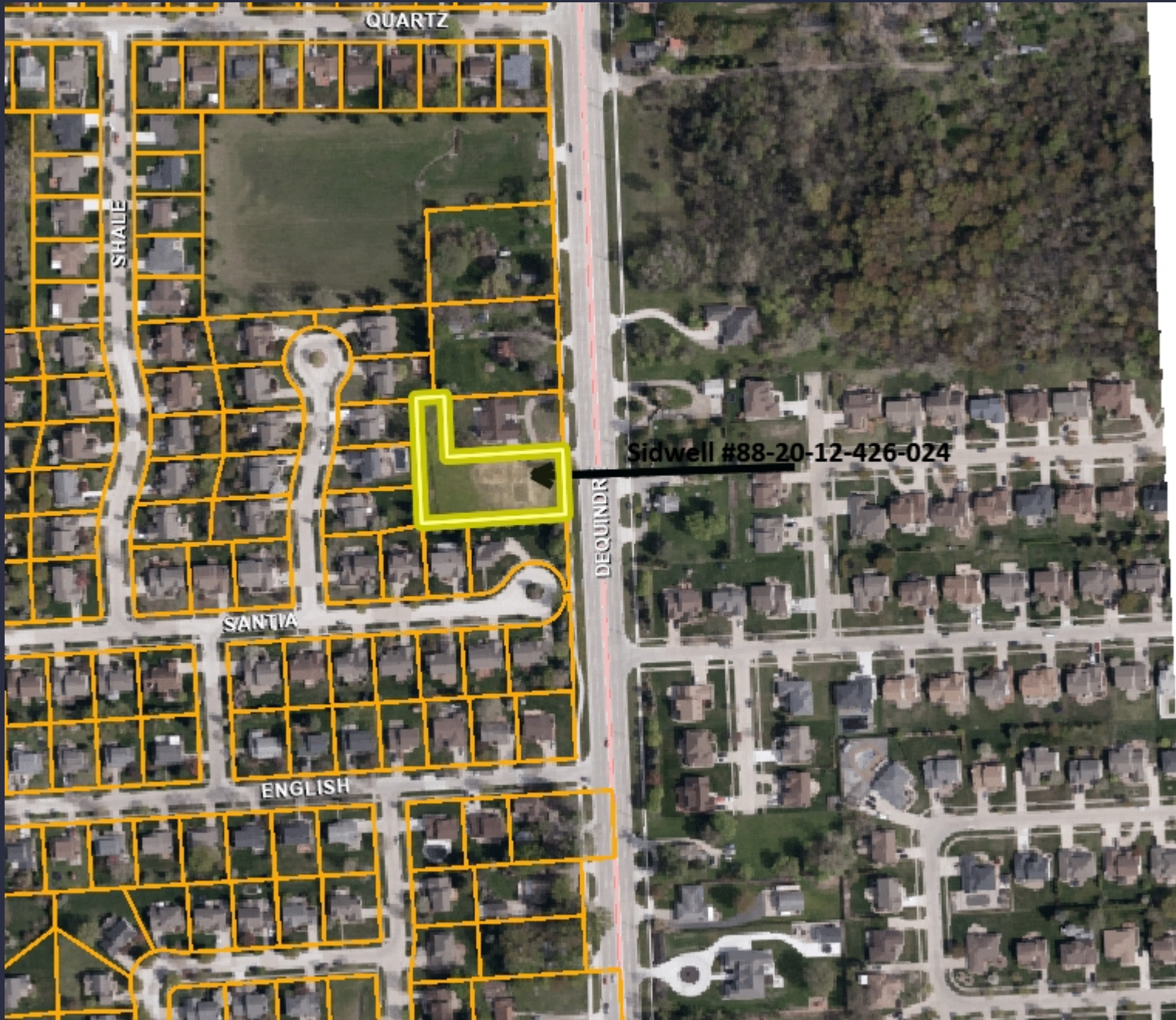
City Management recommends that City Council accept the attached permanent easement consistent with our policy of accepting easements for improvement and development purposes.



GIS Online

Legend:

 Tax Parcel



Notes:

Shekhor Deb
Storm Sewers & Surface
Drainage Easement
#88-20-12-426-024

Map Scale: 1=356

Created: February 27, 2024



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

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

Sidwell #88-20-12-426-024 (pt)

Shekhor Deb, a married man, Grantor, whose address is ~~42249~~⁴¹⁸⁴⁵⁰⁰ Dequindre, Troy, MI 48085, for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **storm sewers and surface drainage**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

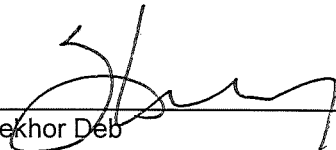
Part of the SE ¼ of Section 12, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, being more particularly described as follows:
Commencing at the East ¼ Corner of Section 12; thence South 03 degrees 22 minutes 51 seconds East 166.00 feet, along the East line of said Section 12, being also the approximate center line of Dequindre Road (120' Wide); thence South 85 degrees 35 minutes 41 seconds West 60.01 feet; thence South 03 degrees 22 minutes 51 seconds East 107.02 feet to the Point of Beginning; thence South 03 degrees 22 minutes 51 seconds East 10.00 feet; thence South 85 degrees 35 minutes 41 seconds West 234.49 feet; thence North 08 degrees 17 minutes 12 seconds West 10.02 feet; thence North 85 degrees 35 minutes 41 seconds East 235.34 feet to the Point of Beginning. Containing 2,349 Square Feet or 0.054 acres, more or less.

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.

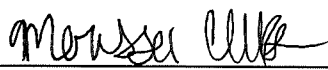
IN WITNESS WHEREOF, the undersigned hereunto affixed 1 signature(s) this 27th day of February A.D. 2024.

By  (L.S.)
Shekhor Deb

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 27th day of February, 2024, by Shekhor Deb, a married man.

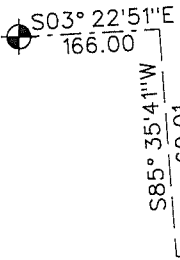
Merissa Clark
Notary Public - State of Michigan
County of Macomb
My Commission Expires April 25, 2029
Acting in the County of Oakland


*
Notary Public, _____ County, Michigan
My Commission Expires _____
Acting in _____ County, Michigan

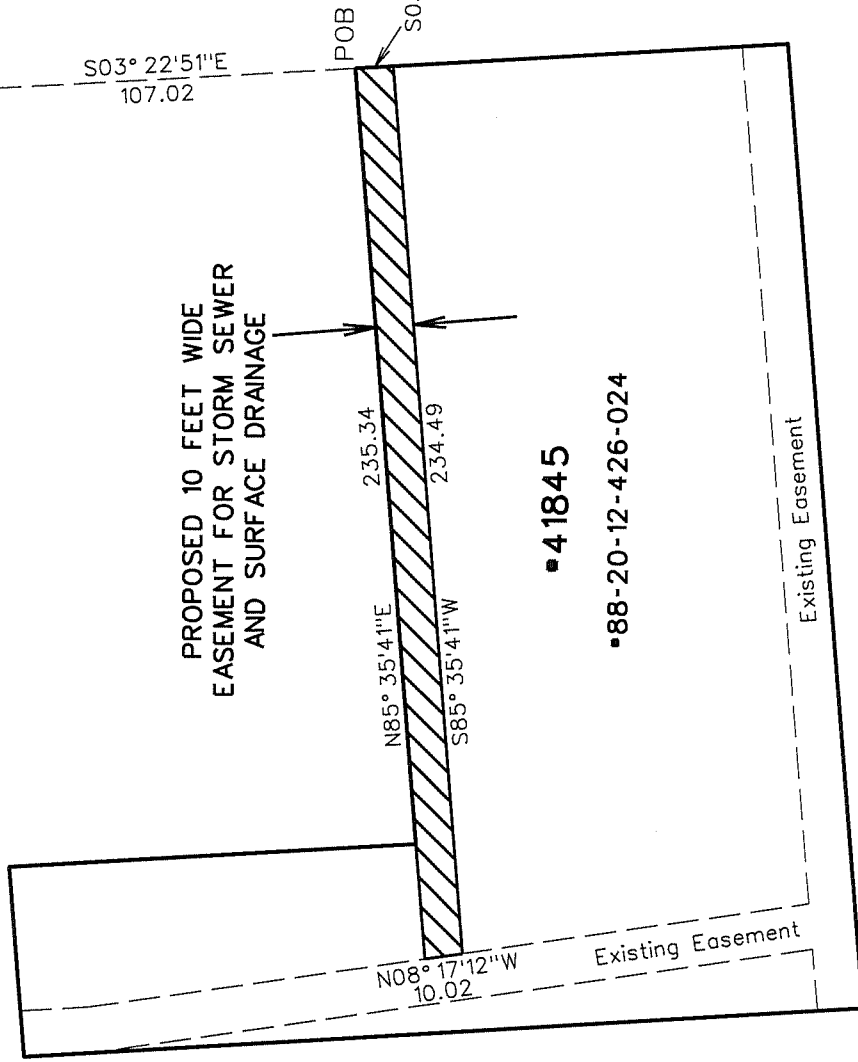
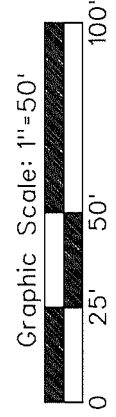
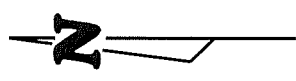
Prepared by: Larysa Figol, SR/WA
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

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

E 1/4 Cor.
Section 12
12N-R1E



DEQUINDRE RD.



CITY OF TROY
OAKLAND COUNTY, MICHIGAN

**PROPOSED 10 FEET WIDE
STORM SEWER & SURFACE
DRAINAGE EASEMENT DIAGRAM**

FILE: 88-20-12-426-024.DGN
SCALE: DRAWN BY NAME G.JBIII DATE 02-26-24
HOR: 1"=50' CHECKED BY NAME DATE XX-XX-XX
VER: 1"=X' SHEET NO. JOB NO.
G. SCOTT FINLAY, P.E. 10F2 N/A
CITY ENGINEER

DATE	REV.
CONTRACT NO.	N/A
Document Prepared By George J. Ballard III, P.S. Land Surveyor	

A meeting of the Troy Parks and Recreation Advisory Board was held on Thursday, December 7, 2023 in room 303 of the Troy Community Center.

Mike Brady called the meeting to order at 6:33 p.m.

Present: Mike Brady, Pam Brady, Casey Colussi, Timothy Fulcher, Kelly Martin, Jasper Gill, Vinodh Mudaliar, Jasper Gill, Brian Goul, Nikki McEachern, Dennis Trantham

Absent: Aanya Shah

Visitors: Kurt Bovensiep, Lyndsey Ramsay, Morgan Thrasher, Meghan Veiga

Public Comments:None

Approval of Minutes:

Resolution # PR - 2023 - 12 – 003

Moved by Mike Brady

Seconded by Pam Brady

RESOLVED, that the minutes of April 27, 2023 are approved.

Yes: 8

No: 0

MOTION CARRIED

Old Business: None

New Business:

Troy Community Foundation Donation - \$100,000 Donation for Performing Arts Stage

Kurt Bovensiep:

- Introduced himself. Kurt is the City of Troy Department of Public Works Director and City Liaison for Troy Family Days.
- Stated the Troy Community Foundation organizes Troy Family Days which is their biggest fundraising event held annually. Troy Family Days has been very successful and the Foundation has decided to donate a \$100,000 for a Performing Arts Stage in Jeanne M Stine Community Park to accompany the pavilion and skating rink.
- Stated that once the design was completed the total cost of the performing arts stage will be \$350,000.
- Stated that when donations are being offered to already existing parks to add new amenities, the parks and recreation board has the right to recommend naming of these new amenities to city council.
- State the Troy Community Foundation is asking in recognition of the donation that the performing arts stage be named the Troy Community Fund Performing Arts Stage.

- Stated he is here tonight looking for the Parks and Recreation Advisory Board to pass a resolution to be presented to city council in regards to the naming of the new performing arts shell.
- Tim Fulcher inquired about the timeline for this project.
- Kurt Bovenseiop stated he hopes to transition from the completion of the ice rink right into the performing arts stage. Plan is to start building in the summer of 2024 and have the project completed by fall of 2024.

Resolution # PR - 2023 - 12 – 004

Moved by Mike Brady

Seconded by Tim Fulcher

RESOLVED, that the Troy Parks and Recreation Advisory Board has reviewed the proposed donation of \$100,000 from the Troy Community Foundation for the addition of a performing arts stage in the Jeanne M. Stine Community Park and in recognition of its donation recommends the Troy City Council approve naming the new amenity the “Troy Community Foundation Performing Arts Stage”.

Yes: 8

No: 0

MOTION CARRIED

Election of Officers

Mike Brady nominated himself to retain the position of President.

Tim Fulcher seconded.

Casey Colussi nominated Kelly Martin for Vice Chair.

Resolution # PR - 2023 - 12 – 005

Moved by Casey Colussi

Seconded by John Shepard

RESOLVED, that Mike Brady has been elected President of the Parks and Recreation Board, and Kelly Martin has been elected Vice Chair of the Parks and Recreation Board.

Yes: 8

No: 0

MOTION CARRIED

2024 Meeting Dates – February 15, April 25, September 19, December 5

Casey Colussi and Tim Fulcher both have conflicts on February 15. Brian Goul proposed February 8 as an alternative date.

Resolution # PR - 2023 - 12 – 006

Moved by Kelly Martin

Seconded by John Shepard

RESOLVED, that the 2024 Parks and Recreation Board meetings will be held on:

February 8, 2024

April 25, 2024

September 19, 2024

December 5, 2024

Yes: 8

No: 0

MOTION CARRIED

Member Comments:

- Jasper Gill inquired about the Landscaping project happening on Big Beaver Rd.
- Kurt Bovensiep stated bids went out in early spring and came in way more than they had budgeted. Resulting in them reengaging with a consultant and the project going back out to bid. We'll bid it in the fall with a spring of 2024 start, we did receive five bids and we're going to be interviewing three of those contractors out of the five and then we'll make a decision after that. Interviews will actually be in two weeks and then that will go to the DEA for possibly approval in January.
- Vinodh Mudalair inquired about the status of TYSL asking for the fields at Firefighters Park to be resurfaced.
- Kurt Bovensiep stated there was a request and an opportunity to potentially crowdfund if you will, for synthetic fields at Firefighters Park and that the cost wasn't attainable. Kurt Bovensiep referred to Dennis Tranthum to comment on what maintenance he's done to improve those fields.
- Dennis Tranthum stated his team has continued to top dress the fractured areas to improve the drainage on them.
- Vinodh Mudalair stated that Troy Athens Highschool won the soccer state title and thinks we should prioritize the infrastructure of the fields.
- Dennis Tranthum stated the hard thing is unfortunately all those requests have to compete against everything else in the capital budget. We don't have a separate fund for improving the parks or the fields. Funding's not there right now maybe one day, but it's not there right now. It'd be well over a million dollars.
- Jasper Gill inquired about the farmer's market only being open on Fridays and not on the weekends.
- Kurt Bovensiep stated that the original intent with the farmer's market was not to compete with any other farmer's market in the area.
- Jasper Gill inquired about the Troy Farmhouse and the plans for that facility.
- Kurt Bovensiep stated they recently took to council to do some remediation in the old farmhouse and the old garage and we've had a lot of discussions on what to do with those structures. Those structures are to a point where it would take a lot of money to bring up to code. Therefore, they will be tearing it down.

- Dennis Trantham added that the large barn and the horse barn will be staying on the farm property. Also added that the large barn got a new roof on it 5 to 6 years ago and also has some money in the budget to do some painting on the property.
- Kelly Martin inquired about getting a millage for parks and recreation to use to upgrade our fields and facilities.
- Dennis Trantham stated that would be a question for your elected officials.
- Kelly Martin Inquired about the status of the Troy Family Aquatic Center and its future.
- Brian Goul stated anything can happen. As of right we plan on running it this year as normal. Also added that Dennis Trantham, Morgan Thrasher and Himself went to a National Aquatics Conference to study and learn about possibilities for its future.
- Dennis Trantham stated that a lot of maintenance have been done on it. Recently, new Pumps have been put in and slides have been painted. Will be replacing pool filters next year.
- Casey Colussi inquired about dangerous field conditions at the baseball diamonds in Flynn Park.
- Dennis Trantham and Kurt Bovensiep stated they have 100 tons of material each year to improve conditions. Stated that Flynn park has it challenges with being built on an old landfill.
- Pam Brady inquired about early voting and the election at the community center and how that has effect both the parks and recreation departments.
- Brian Goul stated it effects the room availability for us to hold programs at and availability to rent the rooms to generate money for the department.
- Kurt Bovensiep and Dennis Trantham stated it effects the availability of their staff to work on other projects because they are busy helping set up the election.
- Nikki McEachern gave an example of how we use to have our fitness classes in a variety of rooms throughout the building. Now with the election taking place in the rooms we are focusing all of our fitness upstairs in the studios. This has been giving off the impression we are cutting programs to our patrons, which is not the case.

Staff Reports:

Brian Goul

- Introduced the following staff members to the board: Morgan Thrasher – Recreation Supervisor of Aquatics, Lyndsey Ramsay – Recreation Supervisor of Seniors, and Meghan Veiga – Recreation Supervisor of Sports & Adaptive.
- Stated the rec departments biggest complaints have been about not having enough pickleball courts.
- Stated that some other complaints are the public wanting instant result when asking for things. Wants them to understand it can take six to eight months for us to really start projects/programs because we plan so far ahead. Added that we have been communicating that with the public and they seem to be happier.

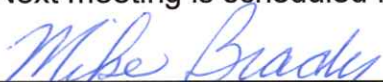
- Hopeful that the ice rink will be completed by our next park board meeting in February.
- Updated the board on the status of the senior grant to update the dining hall in the community center. Received the money in September and Dennis and Brian have started working on the plans for that room. Biggest Challenge will be working through the room improvements with the election being held at the community center.
- Stated that there is a plan to have a cricket field put in at Boulan Park. With the addition of the cricket field we will be losing one of our rentable shelter at Boulan Park.
- Stated the rec department is currently planning for spring and summer at the moment.

Dennis Trantham

- Stated the inclusive park is now officially dead. Has been working with the federal government on funding & sounds studies for the park and realized with all the requirements the park is not feasible. Decided to redirect the funds for an ADA project for the city council chambers.
- Gave an update on play structure projects within the parks. Stated Flynn and Beach Parks play structures have been completed this year. Currently working on completing Firefighters & Raintree Parks play structures.
- Stated they have replaced the scoreboards at Flynn Park this year. Still waiting to finish the last one due to ground conditions, will be completed by the time baseball and softball season starts.
- Stated we now have a total of 5 park bathrooms that will be opened and heated throughout the winter. The park bathrooms will be open from 7:00am-8:00pm and controlled by electric timed locks. These parks include the following: Brinston, Raintree, Firefighters, Jaycee, and the Dog Park.
- Stated the Newly developed Sylvan Glenn Lake Park will also have heated bathrooms and timed locks when completed.
- Stated two new pavilions will be going up this year. One will be going in the small dog area at the Dog Park and the other one at Jaycee Park next to the play structure.
- Stated they were awarded a grant for a new cricket field. Cricket field will be constructed in the NW corner of Boulan Park. Construction is scheduled for summer of 2024 and hoping to be completed in early 2025. Once completed it will be one of five certified cricket fields in the country and will be able to host international games. Also added board member Vinodh Mudaliar has been instrumental in helping with the project.

The meeting adjourned at 7:30 p.m.

Next meeting is scheduled for Thursday, February 8, 2024 at 6:30 pm.



Mike Brady, Chairperson



Corey Clark, Recording Secretary

A regular meeting of the Troy Traffic Committee was held Wednesday, January 17, 2024 in the Lower Level Conference Room at Troy City Hall. Pete Ziegenfelder called the meeting to order at 7:30 p.m.

1. Roll Call

Present: Richard Kilmer
Cindy Nurak
Al Petrusis
Abi Swaminathan
Cynthia Wilsher
Pete Ziegenfelder
Angela Zhou, Student Representative

Absent: Shama Kenkre
Deputy Fire Chief, Michael Koehler

Also present: G. Scott Finlay, City Engineer
Sgt. Brian Warzecha, Police Department
Merissa Clark, Administrative Assistant

2. Minutes – November 15, 2023 Traffic Committee

Resolution # 2024-01-01
Moved by Kilmer
Seconded by Nurak

To approve the November 15, 2023 minutes as printed.

Yes: Kilmer, Nurak, Petrusis, Swaminathan, Wilsher, Ziegenfelder
No: None
Absent: Kenkre

MOTION CARRIED

PUBLIC HEARINGS

3. No Public Hearings

REGULAR BUSINESS

4. Request for Traffic Control – Hearthside & Country Ridge Drive

Cheryl Gonda of 6113 Hearthside Drive requested that the intersection of Hearthside Drive and Country Ridge Drive be reviewed for purposes of traffic control at the uncontrolled intersection. She states: I live in cul-de-sac on Hearthside Drive and the existing uncontrolled intersection is dangerous, cars turning off Country Ridge Drive turn without looking. This creates a hazardous situation for drivers, there have been several near misses recently.

No public comment, and the applicant is not here. The committee made a motion to table the item.

Yes: Kilmer, Nurak, Petrulis, Swaminathan, Wilsher, Ziegenfelder

No: None

Absent: Kenkre

5. Request for Traffic Control – Hopedale Road & Viking Drive

Mary Gnyp of 1930 Hopedale Road requested that the intersection of Hopedale Road and Viking Drive be reviewed for purposes of traffic control at the uncontrolled intersection. She states: I live on Hopedale Road and the existing uncontrolled intersection is dangerous, cars turning off Viking Drive turn without looking and there is a bus stop at the intersection. This creates a hazardous situation for drivers, there have been several near misses recently.

Mary Gnyp spoke, explaining that Hopedale traffic has increased a lot since the new homes were built and they have multiple cars per household. She states the Hopedale is now used as a cut-thru to get Viking/Abbotsford now from Long Lake. People are speeding down the street and she believes a Stop sign being installed would help alleviate some of the dangers.

John Lalik lives at 1906 Hopedale and stated that he or wife have almost been hit just backing out of the driveway when cars take the turn from Viking to Hopedale fast and recklessly. He can recall 2 incidents where he's been cut off by someone coming down Viking to turn onto Hopedale.

Paul Krebs lives at 1896 Hopedale and believes a stop sign would help and he believes that Viking and Abbotsford intersection also needs to have a stop sign put in.

Pete Ziegenfelder is in favor of a stop sign being installed.

Richard Kilmer purposed installing a 3 way stop sign at the intersection.

The applicant did not believe that would have any benefit and is concerned that may cause more accidents.

Sgt. Brian Warzecha stated that the Police Department does monitor the street when they can, and he believes a yield sign would be enough but understands why a stop sign would be preferred. Explained that some people won't stop if they see no traffic and that could be dangerous.

Paul Krebs added that he thinks a speed limit sign might help.

G. Scott Finlay explained that per the state law, 25MPH is the speed limit in all subdivisions posted or not.

Resolution # 2024-01-02

Moved by Wilsher

Seconded by Nurak

Yes: Kilmer, Nurak, Petrulis, Swaminathan, Wilsher, Ziegenfelder

No: None

Absent: Kenkre

RESOLVED, that the Viking Drive Approach at Hopedale Road be modified from UNCONTROLLED, to STOP CONTROLLED.

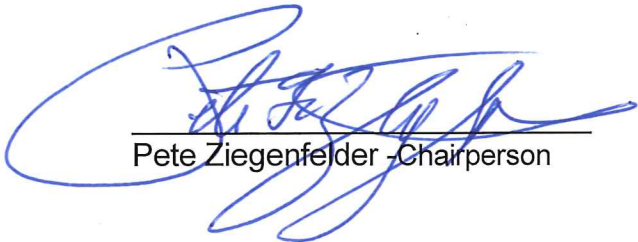
7. Public Comment

Sgt. Brian Warzecha discussed the placement of the speed radars with the residents of Hopedale.

8. Other Business

9. Adjourn

The meeting adjourned at 7:52 PM.



Pete Ziegenfelder -Chairperson



G. Scott Finlay, City Engineer/Traffic Engineer



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: March 4, 2024

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager
Megan E. Schubert, Assistant City Manager
Brian Goul, Recreation Director

Subject: Troy Historical Society Annual Report for Fiscal Year Ending 2023 and Financial Statements for Fiscal Year Ending 2023

The Troy Historical Society, established as a 501.c.3 nonprofit corporation in 1966, administers the Troy Historic Village for the City of Troy through a renewable management agreement. Troy Historical Society provides engaging education and enrichment programs at the city-owned Troy Historic Village as well as outreach programs for schools and adult groups. Nearly 30,000 guests visit the Village each year, including 15,000 students, chaperones, and teachers from public, private and charter schools in southeast Michigan. The Troy Historical Society is committed to expanding awareness of the Village as an outstanding center for history education, arts and culture, and inclusive community engagement.

The Troy Historical Society provides a welcoming environment that:

- Engages visitors in positive learning experiences and social interactions
- Respects the significance of history as we seek knowledge, understanding and relevance in our lives
- Recognizes artifacts as social objects and catalysts for sharing information and ideas
- Embraces innovative and creative interpretive programs
- Encourages civil discussion and objective analysis and evaluation of controversial issues
- Promotes a stewardship and adherence to the highest standards of historic preservation; manages resources with integrity and transparency; and treats all peoples with dignity and respect

Attached is the Troy Historical Society's Annual Report for FYE 2023 and Financial Statements for FYE 2023.



TROY HISTORIC VILLAGE
where history lives



Annual Report
Fiscal Year Ending June 30, 2023

AROUND THE VILLAGE

The Board of Trustees of the Troy Historical Society (THS) and staff of the Troy Historic Village (Village) present this Annual Report for the Fiscal Year ending June 30th, 2023 (FYE2023). We are pleased to report that **27,484 people visited the Troy Historic Village or attended Troy Historic Village programs this past fiscal year!** That number resembles our pre-Covid FYE2019 total attendance of 28,005 and represents a return to regular programming at the Village. Our biggest challenge moving forward is capacity: how much can we offer with the resources we have?

STAFF AND BOARD SUPPORT

Owned by the City of Troy and operated by the Troy Historical Society, the Troy Historic Village employs 3 full-time and 14 part-time staff members representing 8.5 full-time equivalents. In the past year, we hired a new business manager and increased our cleaning services to match our pre-Covid capacity. We added another flexible teaching staff position to scale up during our busy field trip season and for large community events; this staff person was also able to fill in for others on parental leave. The Troy Historic Village contracts regularly with a Graphic Designer, Webmaster, Blacksmith, and Watercolor Artist for operational and programmatic support.

During FYE2023, the Troy Historical Society worked to realign its committee structure to match the recently adopted Strategic Plan. Committees vary in composition, sometimes including staff or community members where appropriate:

- Village Growth and Direction Committee focuses on board and staff support and improvement.
- Finance Committee oversees the finances of THS and the Village.
- Fund Development Committee manages memberships, fundraisers, donors, and grants.
- Community Engagement Committee works to understand and partner with community organizations.
- Preservation, Innovation, and Education Committee works to utilize the Village buildings, grounds, and collections in the best possible way.



Troy Historical Society Board as of November 1, 2023

Padma Kuppa,
President
Kevin Enright,
Vice President
Ken Meskin, Treasurer
John Lavender,
Assistant Treasurer
Kris Rose, Secretary

Howard Adams
Garrick Allison

Barbara Chambers
Aditya Ezhuthachan
Ken Heck
Kristi Hudson
Jagdish Karira
Sue Lavander
Kevin Lindsey
Michael Nowosatko
JoAnn Preston
Beena Nagappala
Cindy Stewart

AROUND THE VILLAGE

PROGRAM HIGHLIGHTS

Field Trips were back in full force! The Troy Historic Village was busy in the fall and booked solid from March to June hosting **9,660 students, 1,870 chaperones, and 476 teachers during the 2022-2023 school year.** In December 2022 with grant funding, we were able to pilot an Indigenous Voices program for Troy 5th grade students. With the help of Wayne Hardwick, a member of the Sault Ste Marie Tribe of Chippewa Indians and respected elder, we brought on other Indigenous partners to share their culture and heritage with three elementary schools. Using feedback from teachers, students, and presenters we hosted all Troy 5th graders in 2023.

PUBLIC PROGRAM HIGHLIGHTS

Public programs for our youngest visitors included Summer Half-Day History programs with hands-on activities like cooking, punching tin, and exploring a soldier's life. Digger the Village Groundhog encouraged kids to explore the past using their senses and experience the Village after dark with a nighttime scavenger hunt. We spent time rebuilding our preschool audience this year

by marketing the depth of the Preschool Story

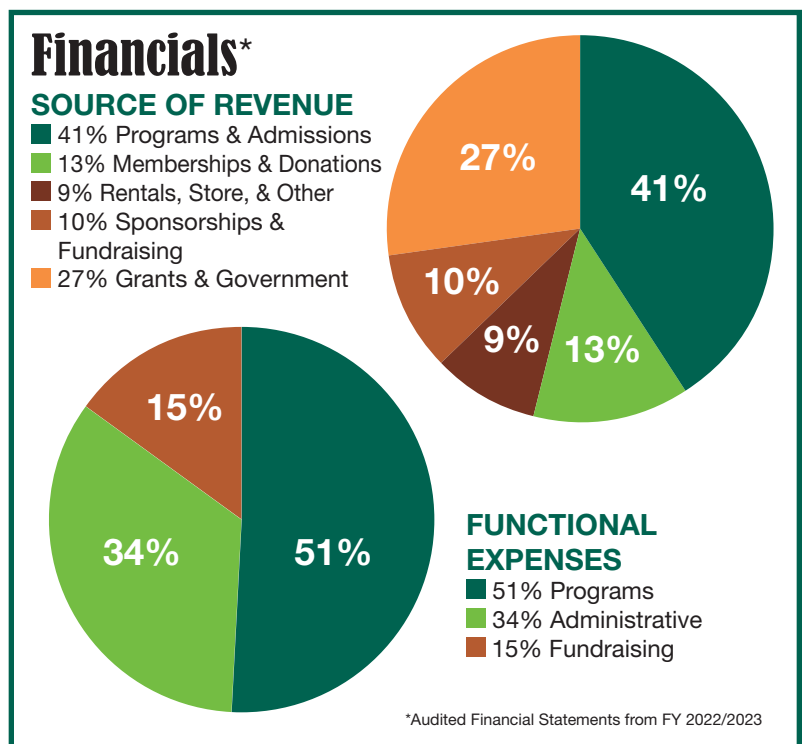
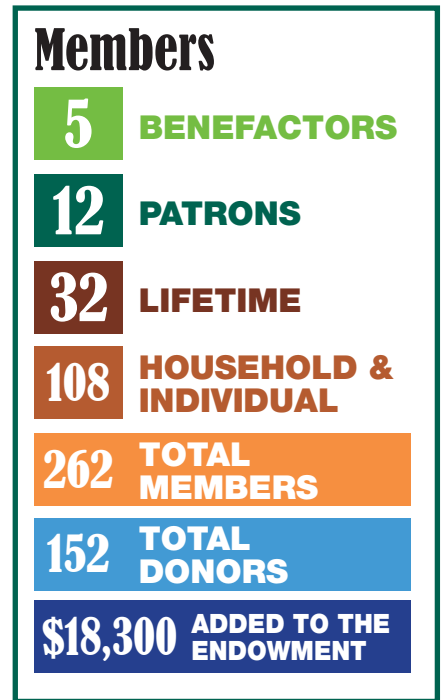
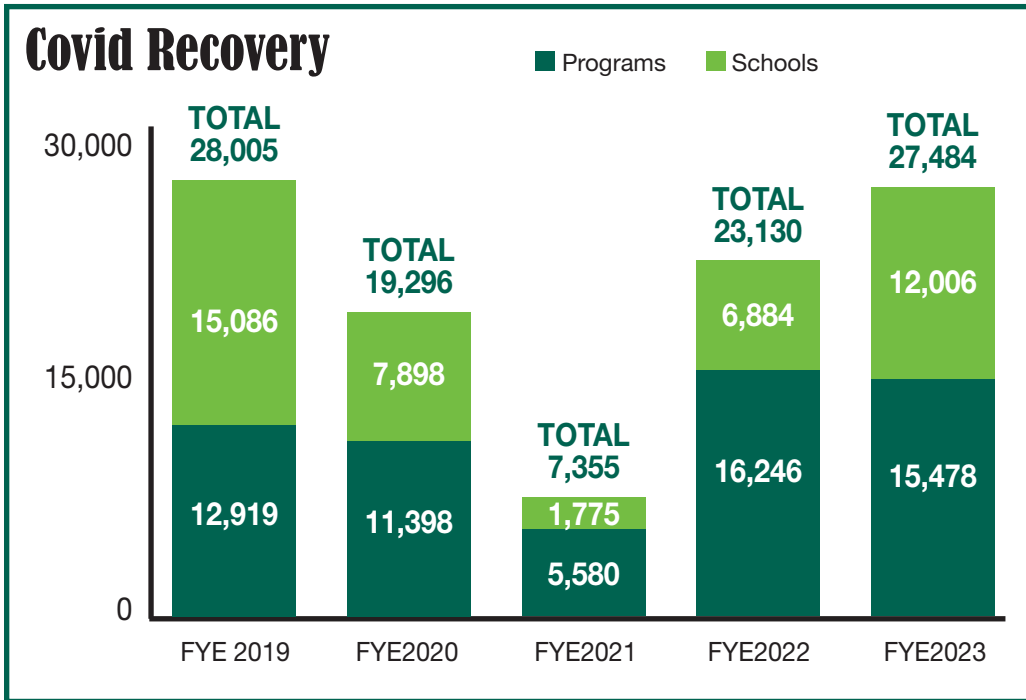
Time program, highlighting the fact that each session includes more than just a story. Our young participants color, count, practice fine motor skills, and explore the Village each time they visit Cheddar the Village Mouse.

Adults explored everything from a History of Museums to the Underground Railroad at the monthly Thursday Tea program; they even listened their way through a History of Jazz with a local duet! Constitution Café participants continued to explore and debate the merits and difficulties of the Constitutional Amendments while Preservation Conversations covered Independence Hall to Troy architect Minoru Yamasaki and his Twin Towers in New York City. Villagers read *Isaac's Storm: A Man, A Time, and the Deadliest Hurricane in History*, and then went "beyond the book" with programs on climate change and disaster tourism.

Immersive experiences included a retelling of the Edmund Fitzgerald's final journey, a trip through Victorian Christmas at the Village, and Supper with a Soldier (and several other 1860s reenactors). Village staff enjoyed creating themed tours as new ways to explore the Village and Troy history. This past year we walked through history at the Union Corners and White Chapel cemeteries and dug deep into our collections for our Curious and Macabre Lantern Tour and Objects of Our Affection Tour. In total, **15,478 people of all ages** joined us for this wide range of programs, activities, and events in the FYE 2023.



“As our school numbers return, we are simply faced with the question of how big can we grow? And that is a great place to be!” ~Jen Peters, Executive Director



FINANCIALS

FINANCE

THS successfully completed its twelfth year operating the Village through a renewable management agreement with the City of Troy. The current agreement will end in 2026. In 2022-2023 we felt comfortable returning to a full budget after two full years of budgeting in 6-month increments. While expenses exceeded income, that was expected and covered by remaining Covid support funds. THS ended the year in a strong financial position with total gross receipts of \$526,619. We now have a self-managed Village Programs and Operations Endowment that will improve the long-term sustainability of Village operations, and for the first time we can work towards creating a reserve to alleviate cash flow fluctuations. Challenges will include keeping up with inflation and providing staff fair and competitive wages while working to expand programming capacity.

ENDOWMENTS

THS finalized an endowment structure and has partnered with The Cook Group to self-manage a Village Programs and Operations Endowment. The goal is to supplement the cost of general operations of the Village with a fixed annual disbursement as determined by THS. As of June 30, 2023, the endowment fund value was \$418,311; \$22,000 was disbursed to Village operations during the fiscal year.

The Troy Historic Village endowment fund managed by the Troy Community Foundation was valued at \$32,767.48 as of June 30, 2023.

GRANTS

The following grants were received in FYE2023:

- ✓ The **Michigan Arts and Culture Council** awarded a \$22,500 Operations Grant; THS scored high enough to secure this grant for 3 fiscal years though funding may change from year to year.
- ✓ **The Filmer Foundation** awarded \$4,000 to support the launch of the 5th grade Indigenous Voices program for Troy Schools.
- ✓ **Michigan Humanities Council** awarded a \$2,500 Bridging Michigan Grant to support the Indigenous Voices program. Combined with Filmer we were finally able to provide a pilot program in December 2022.
- ✓ **Kresge Foundation** allocated \$5,000 from a three-year grant of \$15,000 to support programs at the Village that contribute to the Troy community's quality of life.
- ✓ **The Troy Community Foundation** awarded \$1,000 towards rebuilding our Village website. As we redesign the site, we will be working to improve accessibility and make it easy for staff to maintain.
- ✓ The **City of Troy** appropriated \$100,000 to support general operations in the Village and \$6,000 to support a dendroarchaeological study of our oldest buildings. This is in addition to work completed through the Facilities & Grounds department to maintain and upgrade Village buildings and grounds.

Financial Snapshot

Revenue

Field Trips, Programs, & Admissions	\$207,340
Memberships & Private Donations	\$65,656
Donations to the Endowment	\$18,300
Rentals, Village Store, & Other	\$44,053
Sponsorships & Fundraising	\$51,639
Grants	\$29,481
Assets Released from Restrictions	\$4,150
City of Troy Operations Support	\$106,000

Expenses

Salaries and Related Fees	\$399,523
Artists and Professional Fees	\$61,684
Program Expenses	\$27,397
Fundraising Expenses	\$38,991
Administrative & Overhead Expenses	\$36,718



NATIONAL
ENDOWMENT
FOR THE
HUMANITIES



MICHIGAN
ARTS &
CULTURE
COUNCIL



THE
KRESGE
FOUNDATION



Phillip & Elizabeth Filmer Memorial
Charitable Trust

COLLECTIONS

Staff Curator, Elizabeth Thornburg, and volunteers worked on the following projects during FYE2023:

- ✓ Identifying and pulling artifacts for the *Curious and Macabre Lantern Tour*, the *Victorian Christmas Mini-Exhibit*, *Objects of Our Affection Tour*, and *Pets: A History of Companionship* summer exhibit; researching various cemetery tours.
- ✓ Digitizing and adding materials from 1995, 1996, 1997, and 2005 backlog to the Past Perfect database.
- ✓ Digitizing small collections related to Troy Schools including photographs from the Poppleton School collection and adding those items to Past Perfect.
- ✓ Digitizing the Caswell Family photo album, Register of Women Voters 1919-1924, Teacher's Daily Register from Stone School, Rochester Era Troy news columns 1945-1949, the Renshaw collection as well as several other small collections of Troy Historical Society materials.
- ✓ Digitizing photos on loan from the Stevens Family.
- ✓ Digitizing a Barnard Family 8mm film with the assistance of Troy Video.
- ✓ Removing the remainder of collection items from the Lange Street House storage.
- ✓ Organizing the Gloria Anderlie collection (a unique collection of mid-20th century Troy photographs, news clippings and scrapbooks as well as cassettes and VHS tapes of Big Beaver High School Reunions)
- ✓ Providing photographs for a new Longhorn Steakhouse in Troy. They will be displayed with credit to the Troy Historical Society.
- ✓ Highlighting several newly acquired artifacts as part of Troy's Citizens Academy.
- ✓ Researching the Methodist Parsonage to update the interpretation to 1923-1926. Collaborating with the current Troy United Methodist Church, retired Methodist Clergy and ephemera expert LaVere Webster, and the Michigan United Methodist Archivist to identify a family and artifacts to focus on.
- ✓ Surveying the Caswell House contents and archive to update Past Perfect records; refining the collection to prepare to remove items found outside the scope of the collections.

The following items were accessioned into the Collection:

- ✓ Big Beaver High School scrapbook – Kinda Hupman
- ✓ Early 20th century birdcage, early 20th century ice cream maker, 1920s Floor lamp, 19th Century Desktop – Jen Peters
- ✓ Small silver locket with photographs of pets – Debbie Hancock
- ✓ 1864 Bound volume of *The American Agriculturist for the Farm, Garden, and Household*, (Volume 23) – Thomas Hayes
- ✓ 1916 Edison Mimeograph machine – THS Purchase (from NSCDA funds)
- ✓ Two different bronze concept pieces for the “Reflective Head”, one appx 24” tall and one appx 8” – City of Troy
- ✓ Two boxes of slides and a bag of Troy Specific Fire Department VHS Tapes – Troy Fire Department
- ✓ Several mid-20th century toys and games including a bowling game, ez-bake type oven, paper dolls, toy pots and pans, a toy doll chair, and 2 mismatched handmade crutches – Rhonda Morris

- ✓ 19th Century Step-back Hutch, two early 19th Century Framed Samplers, large Johnston's hot chocolate dispenser/ advertising piece – Charles Stenback
- ✓ Framed watercolor of Poppleton School by Jo Chiapelli given to Donor's late husband on his retirement from Troy School District – Donna Morse
- ✓ Jane Hadden's 1900s reference book from Stiles Elementary School (in poor condition, but the only artifact from this Troy family in the collection) – Adrienne Crawford
- ✓ Troy Farmer's Club program from 1913 – David Doss
- ✓ Newspaper clippings pertaining to Troy and one Troy Farmer's Club program from 1913 – David Doss
- ✓ Steeple clock, two pairs of mesh gloves, an electric vaporizer, two mouth harps, and an electric toaster – Heather Marsoupien
- ✓ Fourteen 19th-century books pertaining to the Methodist Church including several books of hymns – LaVere Webster



The following items were accepted into the THS Education collection:

- ✓ A chair and multiple lamps to be used in historic spaces – Wayne Plets
- ✓ Coffee Mill or pepper grinder for Education collection – Claudette Rusing
- ✓ Peter Wright Anvil 1-0-19 for programming use – Mark Mazorowicz
- ✓ Butter paddle, ice cream scoop, a stereoscope holder and 30 stereoscope slides, two pairs of wire-rimmed glasses, and assorted sewing tools – Heather Marsoupien
- ✓ Newspaper clippings to add to our clipping files from the collection of Tamara Renshaw – Bob Renshaw

Deaccessions:

- ✓ No items were deaccessioned during FYE2023.

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Volunteer hours were utilized by Collections in FYE2023

BUILDINGS AND GROUNDS

The City of Troy worked with THS to update the Troy Historic Village Master Plan in FYE2023. The Master Plan Steering Committee sought input from Village staff, visitors, community partners, and neighbors as they worked to better utilize the Village and fully incorporate the Niles-Barnard House and adjacent land. Rather than a detailed list of projects, the plan outlines and prioritizes several project areas with rough funding estimates. The final plan was approved by the THS Board in July, by the Historic District Commission in September, and is available on the Village website. THS looks forward to working with the City to identify possible funding and complete projects that will improve the usability and visibility of the Village for years to come.

The City completed a number of projects around the Village this year. HVAC systems in the General Store, Parsonage, and Church were updated, as was the overall Village security system. The Lange Street House, purchased by THS in 2007 to expand the Village property, was demolished and the land was regraded. As work moves forward on the Master Plan, this northwest corner of the Village has been identified as an ideal location for seasonal green parking. The City also replaced the Church entrance ramp which had become uneven and difficult to maneuver due to settling over time.

The Village completed phone and internet upgrades, improving the Wi-Fi reception within the Main Building and across some of the grounds. A new point of sale system was implemented, enabling better remote transactions for our community events. Village volunteers converted the tin display wagon into a functional puppet wagon that has been used for our preschool story time. Unused store furnishings from the Stage Nature Center were refitted to update the Village store, improving visibility, accessibility, and flow. Volunteers also continue to touch up small paint jobs around the Village.



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Rentals including Weddings, Graduations, Family Celebrations, and Business Meetings

COLLABORATIONS & COMMUNITY PARTNERS



THS continued to develop relationships and collaborate with community partners through FYE2023. To facilitate this work and better understand the needs of our community, THS has created and continues to develop a Community Engagement Committee comprised of board members, staff members, and community partners.

Village staff and volunteers handed out treats at Troy Recreation and Troy Public Library events, shared old-time toys at Troy Family Daze, and brought a bit of history to the Troy Farmers Market and Troy Fire Department Open Houses. We've collaborated on programs as well, working with the Troy Chamber to put on Fire and Flannel and hosting the Troy Kiwanis annual fundraiser. We again provided a pop-up Maple Syrup shop for Stage Nature Center's Maple Syrup Days. One of our biggest partnerships continues to be with the Troy Garden Club. They develop and maintain beautiful gardens and decorate the Village buildings for the winter holidays and we host the "home base" of their Garden Walk each July.



Metalsmith Rose Weiss and Watercolor Artist Megan Swoyer provided hundreds of hours of combined instruction during FYE2023. Through blacksmithing and watercolor classes, students of all ages find a new way to experience the Village as they learn new skills and explore their creativity. Again this year we welcomed the reenacting troupe, Bonnets and Crooked Hats, with other knowledgeable and skilled reenactors to present a Victorian Christmas and Supper with a Soldier events at the Village. These programs squarely hit the mission of enabling life-long exploration of history through creative, meaningful experiences.



In the spring of 2023, we began working with Zach Merrill, a dendroarchaeologist from Michigan Tech, to better understand our three oldest buildings. Zach took core samples from the timbers in Caswell, the Church, and Niles-Barnard to identify and date the trees. Initial results show that the Troy area was much more of a microclimate than we anticipated; the frequently flooded spaces affected both the type of trees found in the 1820s and 30s, and tree ring growth. With more analysis, we hope to better understand when the Niles-Barnard house was built and expanded and confirm the build dates on the Church and Caswell House. We will invite Zach back to present his findings and offer this presentation to Oakland University and Eastern Michigan University students for free.

BUSINESS AND COMMUNITY SPONSORS

BUSINESS AND COMMUNITY

EDUCATION SPONSORS

Kirco
Columbia Center

PROGRAM SPONSOR

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Troy Women's Association
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Corewell Health
Troy Community Foundation

TROY TRAFFIC JAM

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City of Troy
Troy Downtown Development Authority

Silver Sponsor

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Meadowbrook Insurance Agency
The Hagerty Group

Copper Sponsors

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Creative Jeweler
The Reserve at Red Run
OHM Advisors
The Somerset Collection
Community Choice Credit Union
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Lincoln of Troy
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Lambrecht Realty & Lambrecht Marina
The Cook Group at Merrill Lynch

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Troy ESCAPE
CBTS
Campanelli & Pear
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Lake Michigan Credit Union

SCARECROW ROW

A.J. Desmond & Sons
Funeral Home
Alexander J Bongiorno
Creative Jeweler
Alliance Mobile Health
Alpha Delta Kappa, Alpha
Upsilon Chapter
Anthology of Troy Senior Living
BB's of Troy
Benito's Pizza of Troy
Berkshire Hathaway Home
Service – Susheilla Mehta
C & G Newspapers – Troy Times
Celebrity Catering
Community Choice Credit Union
Crispelli's Bakery & Pizzeria
Disability Law Group
Fogo de Chao
Genisys Credit Union
Gotta Dance Studios

Green Lantern Pizza Troy
Health Markets - Troy
HOF Law
Home Depot – Troy
International Diamond Importers
Irma's Family Farm Fresh
Vegetables
Inman Audiology
Jonny Cakes Café
J-RO School of Music
Kurtis Kitchen and Bath
K-Value
La Botana
Lake Michigan Credit Union
Lardner the Gardener
Lincoln of Troy
LKOrthopedics
Madany Dental
Manpower
Mondrian Properties

Mr Kabob Xpress
MSU - Management Education
Center
New Century Realtors
Oakland Press
Oakmont Sterling Enhanced
Senior Living
Oaxaca
OUR Credit Union
Papa Romanos
PARTNR HAUS
Peppy's Pizza
Coldwell Banker Weir Manuel –
Karen Greenwood
Rexpointe Kennels
Ridley's Bakery
Rotary Club of Troy
Royal Oak Heating, Cooling &
Electrical
Signs & More

Somerset Collection
Sparkle Network
Stage Nature Center (sponsored)
State Farm Insurance – Ann Percy
T&I Credit Union
Telly's Greenhouse & Garden
Center
The Choice Group
Trevarrow Ace Hardware
Tri County Equipment
Troy Chamber of Commerce
Troy Dental
Troy Fire Department (sponsored)
Troy Garden Club
Troy Law Center
Troy-Metro Agency
Troy Police Department (sponsored)
Troy Public Library
Troy Racquet Club
Troy Sports Center
Troy Youth Soccer

BUSINESS AND OPERATIONS

AAA Ice Cream
ALCO Printing
Culver's – Rochester Hills

Honey Baked Ham
Mr. Kabob Xpress
Mod Pizza

Nothing Bundt Cakes
Red Robin – Troy
Ridley's Bakery Café

Sedona Taphouse
Signs & More
Tim Horton's – Troy

The Great Greek
Trevarrow Hardware
Troy Garden Club

FOUNDATIONS AND GRANTS



NATIONAL
ENDOWMENT
FOR THE
HUMANITIES



THE
KRESGE
FOUNDATION



Phillip & Elizabeth Filmer Memorial
Charitable Trust

INDIVIDUAL DONATIONS

Edna Abraham
Howard Adams
Mary Lou & Tom Alfes
Andrea Arends
Holly Arida
Paul & Brenda Balas
Dawn Beltowski
Molly Beste
Roopashree Bindiganavile
Dona Bonino
Rita Borraccio
Mike & Pam Brady
Doug Brooks
Jo Bruce-Shekeruk
Jessica Burke
Lorraine Campbell
Terri Carter
Trudy & Reinhart Chisholm
Tonya Chisholm
Pamela Claps
Sandra Clark
Craig Cole
Thomas Cook & Marie
Masters
Richard Coon
Kendra Corman
Jim & Lois Cyruleski
Dennis & Carolyn Darch
Bill & Wendy Davy
Barbara Dawson
Andrea DeFrains
Smita Desai
Megan Dimmer
Michele Dungjen
Ivana & Kevin Enright
Aditya Ezhuthachan
Tracey Fenolio
Faith Fitzpatrick
Sue & David Ford
Traci Garnett
Janet Garrett
Patricia Gates
Frank Gerstenecker
Richard Golding
Danielle & Mathew Golling
Cheryl Gonda
Earl Gravlin & Julia
Sullivan

David Grocki
Sandy Gunderson
Rick Hall
Russell Harrington
Kristen Hartig
Patricia Hartner
Mary Hatala
Stephen Hatfield
Ken & Cindy Heck
Chris Herrick
Shirley Hull
Judy & Bruce Iceman
Leila Janssens
Jim & Joan Jarrait
Paul Jeden
Aly Johnson-Hill
Elizabeth & Roger Kaniaraz
Jagdish Karira & Varsha
Karamchandani
Ruth Kell
Joe & Donna Killewald
Marlene Klebba & Louis
LaFave
Rosemary Kornacki
Jennette Kotila
Karen & John Kraft
Karavias
Dennis & Dianne Kramer
Kerry Krivoshein
Ponon Kumar
Padma Kuppa & Sudhakar
Tadepalli
Florita Kurtenbach
Gerald Laber
Jeff Lambrecht
Margaret Langni
Wayne LaPrise
Alyson Lauer
John & Sue Lavender
Barb Layman
Molly Leighton
Christal Lewandowski
Lynn LiCavoli
Kevin & Susan Lindsey
Anna & Phil Lloyd
Phil MacGowan
Susan Manauis
Jillian Mast

Kay McFarland
Tim & Julie McGee
Harry McLean
Verna & James
Meinershagen
Shari & Bob Mertz
Ken & Aleta Meskin
Catherine Mishark
Rocco Mistretta
John & Robin Mitchell
Geri Musial
Paul & Tamara Myles
Katie Neal
Maryann Neimeister
Cathy & Andrew OGawa
Mary O'Neill
Shirley Page
Anne Partlan
Karen & Donald Patterson
John Paul
Jen & Jeremy Peters
Amanda Petz
Dina Poli
Diane Preslow
JoAnn & Bob Preston
Chloe Price
Candice Purgatori
John Ragan
Ward Randol
Eric Reno
Helen & David Rieland
Gail & Elmer Rinke
Kristine Rose
Ida Rubino

David Ruby
Allen Salyer
Mary Schoenherr
Mark Shaw
Robin & Robert Siegel
Chris & Michelle Slaviero
Therese Stacy
Frances Stage
Janet & Rick Stanfield
Jeanne Stine
Donna & Ron Stork
Kathy Tenney
Nancy Thompson
Rosemary Tinetti
Madeleine Tohme
Blythe Tyler
Nancie VanderBeke
Jane VanDyke
Barbara Virzi
Fred Wasserman
Zola & LaVere Webster
John Weisgerber
Joy & Frank Wong
Pat Yakubison
Sarah Yates
Mike Yocum
Gerry Young & Linda
Luedeman
Deborah Zupancic
Todd & Diane
Zygmontowicz



VOLUNTEERS



Our volunteers have been back in full force during FYE2023. Covid restrictions kept us from many of our regular volunteering activities and fully interacting with volunteers. We also went through a period without a dedicated Volunteer Coordinator which, while necessary for maintaining a budget during difficult times, had noticeable effects on our connection with volunteers. With our new coordinator in place for more than a year now, we have reintroduced regular volunteer meetings, improved communications with volunteers, and gotten to know the various skills and interests of those spending their valuable time with us.



Volunteers supported the Village and staff by engaging the public, supporting operations, and preserving our resources. In FYE2023 volunteers ran various activities at our Trick-or-Treat, Cocoa & Crafts, and Egg Hunt events, warmly welcomed and checked in guests, and even completed training to become tour guides. Volunteers prepped school supplies and craft projects, put together Village mailings, and helped sort through a backlog of Village files. Some volunteers offered their skills and expertise around the Village as they fixed small issues, built specialty items for programs, or maintained stunning gardens.



Volunteers are also active in our fundraising activities. It takes around 100 volunteers each year to pull off the Troy Traffic Jam. From setup and car registration to parking cars, guiding visitors, counting ballots, and welcoming guests, we couldn't pull off the show without our volunteers. Volunteers request prizes for the Summer Raffle from more than 30 businesses, then assemble them into themed baskets. And without volunteers, we couldn't make Scarecrow Row happen! They solicit business sponsors, build more than half of the scarecrows on the row, and assist in setting up and tearing down. Profits from these fundraisers were an important part of the successful FYE2023 budget.



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Volunteers contributed a total of 4,652 hours of time to Village programs and operations support.

LOOKING FORWARD

Updating the Master Plan in FYE2023 was a crucial step in improving usage of the Village. We are grateful to the City for their financial support and insight during the process! To quote directly from the plan: “The Troy Historic Village Master Plan project places a strong emphasis on improving accessibility and enhancing the overall visitor experience. By strategically addressing signage, parking, circulation, and the placement of key facilities, the plan aims to create a more inviting and engaging environment for all visitors.” Key points include:

- Prominent Entrance Signage and Increased Visibility
- Enhanced Visitor Circulation and Connectivity
- Expanded Flexible Use of Outdoor Spaces
- Multi-Use Covered Outdoor Space at the Visitor Center
- Improved Parking and Visual Continuity
- Relocation of the Log Cabin and New Visitor Center
- Permanent Outdoor Space at Existing Buildings
- Enhancements to Wayfinding, Signage, and Exhibits

We are particularly excited about the possibility of our two biggest identified projects: a new Visitor Center and a redesigned and expanded parking lot. A new Visitor Center would enable us to have a central and clearly visible entry point for all visitors. School children could start their orientation in the Visitor Center and leave their lunches, exiting to their programs in various buildings, and returning to eat together in one space. Staff would have more control over Village access and a Visitor Center would offer additional flexible space for programs and events.

Moving most of the offices from our current Main Building would enable us to use the Old City Hall to tell the story of Troy from 1927 to today. This exciting time in Troy’s history includes the important story of immigration and modernization—it will help us explain how Troy looks the way it does today! The projected parking lot expansion will be limited by space but will improve visitor flow and safety while improving the visual impact of the Village. Both projects are projected to be more than one million dollars. THS looks forward to working with the City on creative funding ideas that would make them, and other Master Plan projects, attainable.



Troy Historical Society

Financial Report

June 30, 2023

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Independent Auditor's Report

To the Board of Directors of
Troy Historical Society

Opinion

We have audited the accompanying financial statements of Troy Historical Society (a not-for-profit organization), which comprise the statement of financial position as of June 30, 2023 and 2022, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Troy Historical Society as of June 30, 2023 and 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Troy Historical Society and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Troy Historical Society's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Troy Historical Society's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Troy Historical Society's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Zerbo Consulting Group, P.C.

November 9, 2023

Statement of Financial Position

June 30, 2023 and 2022

	2023	2022
Assets		
Current Assets		
Cash and cash equivalents	\$ 179,477	\$ 200,439
Restricted cash	7,703	11,853
Receivables:		
Accounts	605	1,750
Grants	19,383	7,275
Inventory	4,842	7,982
Prepaid expenses	3,844	3,273
Total Current Assets	<u>215,854</u>	<u>232,572</u>
Property and Equipment		
Office equipment	40,215	41,160
Total Cost	<u>40,215</u>	<u>41,160</u>
Less accumulated depreciation	(39,464)	(39,909)
Property and Equipment - Net	<u>751</u>	<u>1,251</u>
Investments (Note 2)	418,311	396,800
Other Assets		
Beneficial Interest in Assets Held at Community Foundation (Note 6)	<u>5,000</u>	<u>5,000</u>
Total Assets	<u><u>\$ 639,916</u></u>	<u><u>\$ 635,623</u></u>
Liabilities and Net Assets		
Current Liabilities		
Accounts payable	\$ 227	\$ 3,669
Accrued expenses	24,242	13,741
Rental deposits payable	-	7,000
Deferred revenue	54,928	33,308
Total Current Liabilities	<u>79,397</u>	<u>57,718</u>
Net Assets		
Without donor restrictions		
Undesignated	134,505	566,052
Board Designated (Note 4)	418,311	-
With donor restrictions	<u>7,703</u>	<u>11,853</u>
Total Net Assets	<u>560,519</u>	<u>577,905</u>
Total Liabilities and Net Assets	<u><u>\$ 639,916</u></u>	<u><u>\$ 635,623</u></u>

Statement of Activities and Changes In Net Assets

Years Ended June 30, 2023 and 2022

	2023			2022		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Revenue and Other Support						
Program and operational activities	\$ 239,561	\$ -	\$ 239,561	\$ 155,782	\$ 67	\$ 155,849
Local government support (Note 5)	106,000	-	106,000	106,000	-	106,000
Donations and grants	78,169	-	78,169	108,545	-	108,545
Donations - bequests	-	-	-	438,712	-	438,712
Donations - endowment (Note 4)	18,300	-	18,300	-	-	-
Fundraising events	51,639	-	51,639	44,426	-	44,426
Membership	12,950	-	12,950	13,805	-	13,805
Merchandise sales	9,404	-	9,404	12,028	-	12,028
In-kind (Note 7)	6,446	-	6,446	2,933	-	2,933
Net assets released from restrictions	4,150	(4,150)	-	7,686	(7,686)	-
Total Revenue and Other Support	526,619	(4,150)	522,469	889,917	(7,619)	882,298
Operating Expenses						
Program activities	287,665	-	287,665	264,471	-	264,471
Management and general	189,657	-	189,657	171,191	-	171,191
Fundraising	86,991	-	86,991	59,886	-	59,886
Total Expenses	564,313	-	564,313	495,548	-	495,548
Excess of Operational Revenue over Operating Expenses	(37,694)	(4,150)	(41,844)	394,369	(7,619)	386,750
Other Changes in Net Assets						
Investment income (loss) - Net (Note 3)	24,911	-	24,911	(41,912)	-	(41,912)
Other income (loss)	(453)	-	(453)	285	-	285
Total Other Changes in Net Assets	24,458	-	24,458	(41,627)	-	(41,627)
Change in Net Assets	(13,236)	(4,150)	(17,386)	352,742	(7,619)	345,123
Net Assets - Beginning of year	566,052	11,853	577,905	213,310	19,472	232,782
Net Assets - End of year	<u>\$ 552,816</u>	<u>\$ 7,703</u>	<u>\$ 560,519</u>	<u>\$ 566,052</u>	<u>\$ 11,853</u>	<u>\$ 577,905</u>

Statement of Functional Expenses

Year Ended June 30, 2023

	Program Activities	Management and General	Fundraising	Total
Salaries and wages	\$ 214,603	\$ 136,920	\$ 48,000	\$ 399,523
Professional Fees	45,665	16,019	1,317	63,001
Advertising and promotion	4,526	2,732	26,619	33,877
Supplies	12,886	6,999	9,508	29,393
Telephone and internet	6,884	10,417	-	17,301
Bank service charges	440	4,318	-	4,758
Insurance	-	4,297	-	4,297
Equipment rental	600	1,484	-	2,084
Transportation	800	13	300	1,113
Depreciation	-	499	-	499
Miscellaneous	1,261	5,959	1,247	8,467
Total Expenses	\$ 287,665	\$ 189,657	\$ 86,991	\$ 564,313

Statement of Functional Expenses

Year Ended June 30, 2022

	Program Activities	Management and General	Fundraising	Total
Salaries and wages	\$ 191,168	\$ 121,886	\$ 45,272	\$ 358,326
Professional Fees	36,056	25,735	144	61,935
Advertising and promotion	4,878	1,685	12,817	19,380
Supplies	19,782	2,195	1,553	23,530
Telephone and internet	3,088	10,819	-	13,907
Bank service charges	1,393	2,744	-	4,137
Insurance	-	4,258	-	4,258
Equipment rental	1,465	1,075	100	2,640
Transportation	493	-	-	493
Depreciation	149	444	-	593
Miscellaneous	5,999	350	-	6,349
Total Expenses	\$ 264,471	\$ 171,191	\$ 59,886	\$ 495,548

Statement of Cash Flows

Years Ended June 30, 2023 and 2022

	2023	2022
Cash flows from Operating Activities:		
Change in net assets	\$ (17,386)	\$ 345,123
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	500	593
Disposal of equipment	-	5,926
Net realized and unrealized (gains) losses on investments	(24,911)	45,480
Changes in operating assets and liabilities that provided (used) cash:		
Accounts and grants receivable	(10,963)	3,025
Donated investments	-	(438,712)
Donated investments - endowment	(18,300)	-
Inventory	3,140	1,181
Prepaid expenses	(571)	(581)
Accounts payable	(3,442)	3,313
Accrued expenses	10,501	(274)
Rental deposits payable	(7,000)	3,250
Deferred revenue	21,620	8,020
Net cash used in operating activities	<u>(46,812)</u>	<u>(23,656)</u>
Cash flows from Investing Activities:		
Investment in beneficial interest in assets held at Community Foundation	-	(5,000)
Proceeds from sale of investments	21,700	36,684
Net cash provided by investing activities	<u>21,700</u>	<u>31,684</u>
Net (decrease) increase in cash and cash equivalents	(25,112)	8,028
Cash and cash equivalents - Beginning of year	<u>212,292</u>	<u>204,264</u>
Cash and cash equivalents - End of year	<u><u>\$ 187,180</u></u>	<u><u>\$ 212,292</u></u>
Statement of Financial Position Classification of Cash and Cash Equivalents		
Cash and cash equivalents	\$ 179,477	\$ 200,439
Cash for restricted purposes	7,703	11,853
Total cash and cash equivalents	<u><u>\$ 187,180</u></u>	<u><u>\$ 212,292</u></u>

June 30, 2023 and 2022

Note 1 – Nature of Activities and Significant Accounting Policies

Organization

Troy Historical Society (the Organization) is tax exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code as an organization that is not a private foundation. The Organization's mission is to engage the community and enable life-long exploration of history by sharing and preserving its stories, artifacts, and buildings through creative, meaningful experiences. The Organization's vision is to enhance knowledge and historic context through the resources and activities centered at the Troy Historic Village. The Organization provides opportunities for community development, social interaction, and open dialogue on issues of importance. The Organization enriches lives by connecting its experiences of the past to one another. The Organization was formed in order to foster and encourage the collection and preservation of historical artifacts and to study and conduct historical research. It has grown from this foundation of preservation to preservation and education. The Organization is located in Troy, Michigan.

The City of Troy has a contract with the Organization that allows the Organization to operate, manage, and use the Troy Historic Village and its buildings for the purpose of the Organization's mission. See Note 5.

Nature of Activities

The Organization develops and offers history-related public educational programs to children and families, school fieldtrips, and senior citizens. The Organization operates the Historic Village and works with the City of Troy to maintain the accompanying buildings and artifacts. Fees are charged for most educational and group-taught programs. Other sources of income include local government support, donations, fundraising events, and special-event rentals.

Basis of Presentation

The Organization reports information regarding its financial position and activities according to two classes of net assets that are based upon the existence or absence of restrictions on use that are placed there by its donors: net assets without donor restrictions and net assets with donor restrictions.

Net assets without donor restrictions are resources available to support operations and not subject to donor restrictions. The only limits on the use of net assets without donor restrictions are the broad limits resulting from the nature of the Organization, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations.

Net assets with donor restrictions are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, such as those that the donor stipulates that resources be maintained in perpetuity.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results could differ from those estimates

Cash and Cash Equivalents

For purposes of the statement of cash flows, highly liquid investments with maturities of three months or less when purchased are considered cash equivalents and recorded at cost, which approximates fair value.

June 30, 2023 and 2022

Note 1 – Nature of Activities and Significant Accounting Policies (Continued)

Accounts and Grants Receivable

The Organization considers accounts receivable to be fully collectible as of June 30, 2023 and 2022, respectively; accordingly, no allowance for doubtful accounts is required. If amounts become uncollectible, they will be charged to operations when that determination is made.

Grants and contributions are recognized at fair value as revenues in the period in which there is sufficient evidence that an unconditional promise was received. Conditional promises are recognized when the conditions on which they depend are substantially met. Unconditional promises to give that are expected to be collected within one year are recorded at their net realizable value. The allowance for uncollectible amounts is estimated based upon historical collection rates and specific identification of uncollectible amounts. As of June 30, 2023 and 2022, respectively, there were no allowances required for grants receivable.

Inventory

The Organization maintains an inventory of books, posters, and other mission related products, purchased for resale, that are sold in The Village Store. Inventory is valued at the lower of cost or market.

Property and Equipment

Property and equipment is carried at cost or, if donated, at fair market value at the time of donation. Depreciation is provided on a straight-line basis over the estimated useful lives of 3 to 27.5 years. The Organization's policy is to capitalize acquisitions of \$2,500 or more. For the years ended June 30, 2023 and 2022, depreciation expense was \$500 and \$593, respectively.

Investments

Investments for which market quotations are readily available are valued at the quoted market price.

Deferred Revenue

Deferred revenue consists of advances for future programs, events, rentals, and grants. The Organization recognizes revenue once the program, event, or rental has concluded. Grants are recognized in conjunction with agreement terms when any imposed conditions have been met.

Revenue and Other Support

Contributions of cash and other assets, including unconditional promises to give in the future, are reported as revenue when received and are measured at fair value. The Organization receives support in the form of local government, corporate, and individual grants and contributions. Management has determined that these grants and contributions are from arrangements for which there is no commensurate benefit provided to the resource providers. Therefore, all of this support is considered to be contribution revenue. Contributions that are restricted by the donor are reported as an increase in net assets without donor restriction if the restriction expires in the reporting period in which the contributions are recognized. Contributions with donor-imposed time or purpose restrictions are reported as support with donor restrictions. All other contributions are reported as support without donor restrictions.

Unconditional promises to give with payments due in future periods are assumed to have an implicit time restriction. Those restrictions are released as contributions when collected or when allocations or grants are made to recipient organizations based on those future collections. Conditional promises to give are recognized only when the conditions on which they depend are substantially met and the promises become unconditional. There were no conditional promises to give recognized as of June 30, 2023 and 2022, respectively.

June 30, 2023 and 2022

Note 1 – Nature of Activities and Significant Accounting Policies (Continued)***Revenue and Other Support (Continued)***

The Organization offers program related experiences where the performance obligation is delivery of the program. Fees for these programs are based on the type of program and the number of participants in each program. These revenues are treated as exchange transactions and are recognized as revenue after delivery of the program has occurred.

The Organization conducts special fundraising events in which the gross proceeds paid by the sponsor represent contribution revenue to the Organization as there is no admission fee for participants or spectators for these types of events. The Organization also conducts special fundraising events in which the gross proceeds paid by the participant represents payment for the direct benefits received by the participant at the event. The performance obligation is delivery of the event, and revenue is recognized after the event has taken place. Funds received in excess of proceeds paid by participants for these events would represent contribution revenue to the Organization. There were no proceeds deemed to be contributions at any of these types of events for the years ended June 30, 2023 and 2022, respectively.

Contributed Services

The Organization pays for most services requiring specific expertise. However, many individuals donate their time in performing a variety of tasks to assist the Organization's operations. The donated hours and value of these contributed services have not been included in these financial statements, as they do not meet the criteria for recognition and were estimated for the years ended June 30, 2023 and 2022 to be 4,652 hours and 4,280 hours valued at approximately \$147,934 and \$124,116, respectively.

Concentrations of Credit Risk

The Organization derives most of its revenues from local government support, donations, and various fundraising events. For the years ended June 30, 2023 and 2022, local government support was approximately 20% and 12% of total revenues, respectively.

Functional Allocation of Expenses

Costs of providing the program, management and general, and fundraising services have been reported on a functional basis in the statement of functional expenses. The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses required allocation on a reasonable basis that is consistently applied. Depreciation is allocated on the basis of the program or support service that uses the fixed asset. Costs have been allocated between the various programs and support services based on estimates determined by management. Although the methods of allocation used are considered appropriate, other methods could be used that would produce different amounts.

Adoption of New Accounting Pronouncement

In September 2020, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*, which was issued in order to improve transparency in the reporting of contributed nonfinancial assets, also known as gifts-in-kind, for not-for-profit organizations. The new guidance is effective for the Organization's year-ended June 30, 2022. See Note 7.

Subsequent Events

The financial statements and related disclosures include evaluation of events up through and including November 9, 2023, which is the date the financial statements were available to be issued.

June 30, 2023 and 2022

Note 2 – Fair Value Measurement***Fair Value Measurement***

Accounting standards require certain assets and liabilities be reported at fair value in the financial statements and provide a framework for establishing that fair value. The framework for determining fair value is based on a hierarchy that prioritizes the inputs and valuation techniques used to measure fair value.

Fair values determined by Level 1 inputs use quoted prices in active markets for identical assets that the Organization has the ability to access. Fair values determined by Level 2 inputs use other inputs that are observable, either directly or indirectly. These Level 2 inputs include quoted prices for similar assets in active markets and other inputs, such as interest rates and yield curves that are observable at commonly quoted intervals. Level 3 inputs are unobservable inputs, including inputs that are available in situations where there is little, if any, market activity for the related asset. These Level 3 fair value measurements are based primarily on management's own estimates using pricing models, discounted cash flow methodologies, or similar techniques taking into account the characteristics of the asset.

In instances whereby inputs used to measure fair value fall into different levels in the above fair value hierarchy, fair value measurements in their entirety are categorized based on the lowest level input that is significant to the valuation. The Organization's assessment of the significance of particular inputs to these fair value measurements requires judgment and considers factors specific to each asset.

The following tables present information about the Organization's assets measured at fair value on a recurring basis at June 30, 2023 and 2022, respectively, and the valuation techniques used by the Organization to determine those fair values:

	Assets Measured at Fair Value on a Recurring Basis at June 30, 2023	
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Balance at June 30, 2023
Investments:		
Money market funds	\$ 21,760	\$ 21,760
Fixed income securities	271,589	271,589
Equity securities	124,962	124,962
Total investments at fair value	<u>\$ 418,311</u>	<u>\$ 418,311</u>

	Assets Measured at Fair Value on a Recurring Basis at June 30, 2022	
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Balance at June 30, 2022
Investments:		
Money market funds	\$ 15,766	\$ 15,766
Fixed income securities	160,550	160,550
Equity securities	220,484	220,484
Total investments at fair value	<u>\$ 396,800</u>	<u>\$ 396,800</u>

June 30, 2023 and 2022

Note 2 – Fair Value Measurement (Continued)***Fair Value Measurement (Continued)***

During the year ended June 30, 2022, investment funds were donated to the Organization, and this donation is included within Donations – Bequests on the Statement of Activities and Changes in Net Assets. As of June 30, 2022, the investments had a fair value of \$396,800. During the year ended June 30, 2023, the donated funds were reorganized into a Troy Historical Society Board Designated Endowment. The fair value of the board designated endowment was \$418,311 as of June 30, 2023. See Note 4 for the board designated endowment.

Note 3 – Investment Income

Investment income (loss) is composed of the following for the years ended June 30, 2023 and 2022:

	2023	2022
Interest and dividends	\$ 9,900	\$ 3,568
Net realized and unrealized gains (losses)	15,011	(45,480)
Total	<u>\$ 24,911</u>	<u>\$ (41,912)</u>

Note 4 – Board Designated Endowment

During the year ended June 30, 2022, investment funds were donated to the Organization in the form of a bequest with no donor restrictions. During the year ended June 30, 2023, the investment funds were reorganized into a Troy Historical Society Board Designated Endowment. The Organization's goal of this endowment is to support operations of the Troy Historic Village as the Board of Directors and management deems most beneficial. The changes in endowment net assets for the year ended June 30, 2023 are as follows:

	Changes in Endowment Net Assets for the Year Ended June 30, 2023
	Without Donor Restrictions
Board designated endowment funds - Beginning of Year	\$ -
Board designation of 2022 bequests	396,800
Investment return:	
Investment income	9,900
Net appreciation (realized and unrealized)	15,011
Total Investment return	<u>24,911</u>
Contributions	18,300
Appropriation of endowment assets for expenditure	<u>(21,700)</u>
Board designated endowment funds - End of Year	<u>\$ 418,311</u>

June 30, 2023 and 2022

Note 5 – City of Troy

Effective in March 2011, the City of Troy approved an operational agreement with the Organization to operate the Troy Historic Village located in Troy, Michigan, which allows the Organization non-exclusive use of the property. The agreement was renewed on July 1, 2016, and it expires on June 30, 2026.

In conjunction with this agreement, the City of Troy includes the Organization in its annual budget within the City's Recreation and Culture Department for building and ground routine maintenance as well as annual appropriations out of its General Fund for Organization operations, insurance, and operations-related maintenance and utilities. For the years ended June 30, 2023 and 2022, the City of Troy provided the Organization with appropriations for organizational operations in the amounts of \$106,000, respectively. The appropriations are recorded as Local Government Support on the Statement of Activities and Changes in Net Assets for the years ended June 30, 2023 and 2022.

Note 6 – Community Foundation Endowment

Effective December 1, 2017, The Organization established an endowment agreement with North Woodward Community Foundation (the Community Foundation) by an irrevocable transfer of funds in the amount of \$5,000 to the Community Foundation. The purpose of the endowment is to provide support to the Organization in its operating and management of the Troy Historic Village, owned by the City of Troy, as directed by the Community Foundation. The Community Foundation has the power to retain, invest, and reinvest the assets of the endowment to further the charitable or other exempt purposes of the Organization. The Community Foundation also has variance power over the endowment in that the Community Foundation's principles and procedures for advised funds provide that the commitments, grants, or expenditures from the funds shall be made to the Organization at such time or times and in such amount or amounts as determined by the Community Foundation. If the Organization ceases to operate and manage the Troy Historic Village, the endowment fund would continue to provide support to the Troy Historic Village by distributions to the next operator of the Troy Historic Village.

Annually, the Organization can request five percent of the average endowment fund balance of the preceding four quarters in the form of a distribution. As of June 30, 2023 and 2022, the North Woodward Community Foundation reported an approximate fair value of \$32,767 and \$30,323, respectively, for the endowment fund. As of June 30, 2023 and 2022, a request for distribution has not been made by the Organization.

Note 7 – In-kind Donations

The Organization received various in-kind donations for its programs and in support of the Organization in general. The in-kind donations were used during the years ended June 30, 2023 and 2022, and there were no donor-imposed restrictions associated with the contributed non-financial assets. Fair value of the contributed non-financial assets was determined based on the market value cost of a given item or service. In-kind donations for the years ended June 30, 2023 and 2022 are as follows:

Description	2023	2022
Advertising, promotional services, and sponsorship	\$ 1,550	\$ 758
Village and program supplies (items include but are not limited to round tables, presentation folders, baking supplies, prize baskets for fundraisers)	4,896	2,175
Total	<u>\$ 6,446</u>	<u>\$ 2,933</u>

June 30, 2023 and 2022

Note 8 – Liquidity and Availability of Financial Resources

The Organization has \$207,168 of financial assets available within one year of the statement of financial position date to meet cash needs for general expenditure consisting of cash and cash equivalents and receivables. None of the financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the statement of financial position date with the exception of \$7,703 to be used for donor restricted purposes. The Organization has a goal to maintain financial assets, which consist of cash and cash equivalents and receivables, on hand to meet 60 days of normal operating expenses, which are, on average approximately \$83,000. The Organization has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due.

Beth L Tashnick

Subject: FW: Feedback on Troy Rec Staff

From: Janet Gole
Sent: Saturday, February 24, 2024 8:01 PM
To: Brian Goul
Subject: Feedback on Troy Rec Staff

Brian

I am a resident of Troy, and have attended many classes from Troy Recreation. I was interested in the Grand Experience travel trip, but could not register or pay in person. Both my sister (a non-resident) and I discussed and worked with Lyndsey Ramsay and Corey Clark. Lyndsey provided my sister and I online reservation forms, answered many questions at the Community Center (from my sister), and me via phone and email. She notified the desk staff that my sister would arrive, to accept our paperwork and pay the deposit. On non-resident registration day, Cory helped us register, confirming we were successfully registered. He not only sent us email confirmations, but also phoned my sister directly.

Too many times, management only receives complaints, not much positive feedback. Sending our positive feedback on two great Troy Rec employees. Thanks again. Contact me if you have any questions.

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Cheers,
Janet L. Gole