



TROY CITY COUNCIL

REGULAR MEETING AGENDA

JUNE 10, 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:

This meeting agenda was prepared according to the City Council's Rules of Procedure. It provides detailed information to help facilitate informed deliberations. Many agenda items also include City staff recommendations for your consideration.

Many City staff members contributed to preparing this agenda, and I thank them for their efforts. We have attempted to provide accurate and detailed information. However, City staff can answer questions or provide additional information whenever necessary.

Please contact the City Manager's Office at CityManager@troymi.gov or (248) 524-3330 to ask questions or request additional information.

Respectfully,

A handwritten signature in blue ink, reading "Robert Bruner". The signature is written in a cursive style with a prominent "B" and "r".

Robert J. Bruner
Acting City Manager



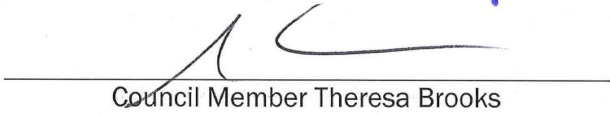
Chapter 14A – Elected and Appointed Persons’ Ethics Ordinance
Section 14.3 Annual Training and Acknowledgement

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

June 10, 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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(Introduced by: Cindy Stewart, Community Affairs Director) 1

C-2 Proclamation to Recognize Troy High School Senior Aanya Shah US Presidential
Scholar *(Presented by: Mayor Ethan Baker)* 1

C-3 Library Strategic Plan *(Presented by: Meg Schubert, Assistant City Manager)* 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 #2024-06-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____ at the Regular City Council Meeting of June 10, 2024, due to _____.

Yes:

No:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 Children from St. Nicholas Greek Orthodox Church OPA Fest Presentation
(Introduced by: Cindy Stewart, Community Affairs Director)

C-2 Proclamation to Recognize Troy High School Senior Aanya Shah US Presidential Scholar
(Presented by: Mayor Ethan Baker)

C-3 Library Strategic Plan *(Presented by: Meg Schubert, Assistant City Manager)*

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

E-1 No Public Hearings

F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:**In accordance with the Rules of Procedure for the City Council:**

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

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

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

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

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

H-1 No Postponed Items

I. REGULAR BUSINESS:

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

a) **Mayoral Appointments: None**

b) **City Council Appointments: None**

I-2 Board and Committee Nominations: a) Mayoral Nominations – Brownfield Redevelopment Authority, Downtown Development Authority, Local Development Finance Authority; b) City Council Nominations – None

a) **Mayoral Nominations:**

Suggested Resolution

Resolution #2024-06-

Moved by

Seconded by

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

Brownfield Redevelopment Authority

Appointed by Mayor

6 Regular Members

3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 2	Notes 3
Beyer	Joseph	10/26/2022	4/30/2024		
Gottlieb	Steven	11/24/2016	4/30/2025		
Kornacki	Rosemary	2/24/2025	4/30/2026		
Noguez-Ortiz	Carolina	4/3/2025	4/30/2026	GTAC exp 10/30/25	
Tadepalli	Hemanth	11/7/2025	4/30/2026		
Vassallo	Joseph	12/20/2024	4/30/2024		

Nominations to the Brownfield Redevelopment Authority:

Term Expires: 4/30/2027

Term currently held by: Joseph Beyer

Term Expires: 4/30/2027

Term currently held by: Joseph Vassallo

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Aceves	Alfonso Jr	12/11/2025	
Bartnik	Mark	4/9/2026	
Battle	Timothy	10/28/2024	
Comiskey	Ann	1/20/2026	
Garmo	Kathleen	6/17/2024	
von Oeyen	Schuyler	7/20/2024	

Downtown Development Authority

Appointed by Mayor
 13 Regular Members
 4 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 2
Baker	Ethan		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	
Smieliauskas	Fabrice	4/9/2026	At Large	
Thattai	Govindrajan	5/20/2024	At Large	
von Oeyen	Schuyler	7/20/2024	At Large	

Local Development Finance Authority (LDFA)

Appointed by Mayor
 5 Regular Members
 Staggered 4 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 2
Bachert	Sandra	11/18/2023	6/30/2027	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	Requests Reappointment
Smieliauskas	Fabrice	9/7/2025	6/30/2024	Resident Member	Requests Reappointment
Starks	Louis			Oakland County Designee	

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

Term Expires: 6/30/2028 **Resident Member**
 Term currently held by: Jim Schmitz

Term Expires: 6/30/2028 **Resident Member**
 Term currently held by: Fabrice Smieliauskas

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	
Vassallo	Joseph	12/20/2024	Brownfield Redev Auth exp 4/30/24

Yes:

No:

b) **City Council Nominations: None**

I-3 No Closed Session Requested

I-4 Amendment to Traffic Code – Temporary Deviation From Parking Regulations
(Introduced by: Lori Grigg Bluhm, City Attorney)

Suggested Resolution

Resolution #2024-06-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **ADOPTS** the amendment to Chapter 107 of the City of Troy Code of Ordinances, adding a new Section 107.15; a copy of this amendment shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

J. CONSENT AGENDA:

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

Suggested Resolution

Resolution #2024-06-

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 #2024-06-

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

- a) City Council Minutes-Draft – May 20, 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 24-05 – Charnwood Chip Seal**

Suggested Resolution

Resolution #2024-06-

RESOLVED, That Troy City Council hereby **AWARDS** Contract No. 24-05, Charnwood Chip Seal, to *Highway Maintenance and Construction Co., P.O. Box 74411, Romulus, MI 48174*, for their low bid of \$516,564.00.

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 10% of the total project cost.

b) Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications - Water System Materials

Suggested Resolution

Resolution #2024-06-

RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract to provide requirements of Water System Materials to the overall low bidder meeting specifications, *Core & Main of Shelby Twp., MI*, for an estimated total cost of \$242,065.00, at the unit prices contained in the bid tabulation opened May 20, 2024, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; with the contract expiring June 30, 2025.

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

c) Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications - Sidewalk Replacement and Installation Program, and Manhole Rehabilitation

Suggested Resolution

Resolution #2024-06-

RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract with the option to renew for two (2) additional one-year terms to the low bidder meeting specifications; *Italia Construction Inc., of Washington Twp., MI*, to provide Sidewalk Replacement Services not to exceed budgetary limitations at the unit prices as detailed in the bid tabulation opened May 23, 2024, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, and as detailed below by year; with the contract expiring June 30, 2027.

<u>One (1) Year Contract</u>	<u>Amount</u>
Contract Year 1	\$ 985,000
Year 1 Renewal	\$ 985,000
Year 2 Renewal	\$ 985,000
Total for 3-Year Contract	\$2,955,000

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

d) Standard Purchasing Resolution 4: OMNIA Partners Cooperative Purchase – Senior Dining Room Furniture

Suggested Resolution

Resolution #2024-06-

RESOLVED, That Troy City Council hereby **AWARDS** a contract to *Smart Business Source of Troy, MI*, for the purchase and installation of the Senior Dining Room Furniture for an estimated total cost of \$45,258.27, as per the OMNIA Partners Cooperative Contract #R191804, 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 contractor's submission of properly executed insurance documents and all other specified requirements.

J-5 Appointment of the 2024-2025 Representative and Alternate to the SOCRRA Board of Trustees

Suggested Resolution
Resolution #2024-06-

RESOLVED, That Troy City Council hereby **DESIGNATES** Kurt Bovensiep, Public Works Director as the SOCRRA Representative and Ashely Tebedo, Administrative Services Manager as the Alternate SOCRRA Representative with terms expiring on June 30, 2025.

J-6 Interlocal Agreement for the Oakland County Tactical Consortium (OAK TAC)

Suggested Resolution
Resolution #2024-06-

RESOLVED, That Troy City Council hereby **APPROVES** the Oakland County Tactical Consortium (Oak-TAC) Interlocal Agreement between Oakland County and City of Troy.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Mayor and City Clerk to sign the Oakland County Tactical Consortium (Oak-TAC) Interlocal Agreement between Oakland County and City of Troy, a copy of which shall be **ATTACHED** to the original Minutes of this meeting and also retained by the Troy City Clerk.

J-7 City Manager Employment Agreement

Suggested Resolution
Resolution #2024-06-

RESOLVED, That Troy City Council hereby **POSTPONES** the presentation of the City Manager Employment Agreement to the June 24, 2024 meeting of Troy City Council.

J-8 Private Agreement – Contract for Installation of Municipal Improvements – Clean Express Car Wash – Project No. 24.905.3

Suggested Resolution
Resolution #2024-06-

RESOLVED, That Troy City Council hereby **APPROVES** the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and Express Wash Concepts for the installation of Water Main, Sanitary Sewer, Storm Sewer, Concrete Road and Sidewalk, and the Mayor and City Clerk are **AUTHORIZED TO EXECUTE** the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-9 Request to Vacate a Reserved Public Utility Easement, John R Garden SubdivisionSuggested Resolution

Resolution #2024-06-

RESOLVED, That Troy City council hereby **VACATES** a retained easement for public utilities over a portion of alley vacated by Resolution #83-553 and recorded in L8421, P680.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** a Quit Claim Deed returning the retained easement rights to Bostick Real Estate, LLC, owner of the properties having Sidwell #88-20-26-433-020 and -021.

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

J-10 Request for Approval of Satellite Clerk's Office and Other Election Services – August 6, 2024 Primary ElectionSuggested Resolution

Resolution #2024-06-

RESOLVED, That Troy City Council hereby **APPROVES** City Management's request to authorize additional times for the City Clerk's Office to issue and receive absent voter ballots, and/or register voters, as detailed below, pursuant to requirements of Michigan Election Law:

Troy City Clerk's Satellite Office – Troy Community Center (3179 Livernois Rd.), Room 302

Saturday, July 27, 2024 – 8:30am-4:30pm

Sunday, July 28, 2024 – 8:30am-4:30pm

Saturday, August 3, 2024 – 8:30am-4:30pm

Sunday, August 4, 2024 – 8:30am-4:30pm

J-11 Scott Stoglin, John Milliron, Peter Dungjen and Joel Barthlow v City of TroySuggested Resolution

Resolution #2024-06-

RESOLVED, That Troy City Council hereby **AUTHORIZES** and **DIRECTS** the City Attorney's Office to represent Troy's interests in the matter of *Scott Stoglin, John Milliron, Peter Dungjen and Joel Barthlow v City of Troy et al.* Oakland County Circuit Court, Case Number 2024-207391-CZ, and **AUTHORIZES** the payment of necessary costs and expenses, including the retention of any witnesses (including experts) that are required for adequate representation.

J-12 Proposed Eighth Amendment to Consent Judgment – Meritor Automotive et al v City of Troy, Case Number 94-487484-CZ – a/k/a Cambridge CrossingSuggested Resolution

Resolution #2024-06-

WHEREAS, The City first resolved the matter of *Meritor Automotive, et al v City of Troy* in May of 1999 by Consent Judgment, and there have been seven previous amendments to this Consent Judgment; and,

WHEREAS, The attached proposed eighth amendment to the Consent Judgment would permit the expansion of Walmart’s retail space by an additional 2680 square feet, and allow additional minor modifications to the parking lot;

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the proposed Stipulation and Eighth Order Amending Consent Judgment.

BE IT FURTHER RESOLVED, That the Mayor and City Clerk are hereby **AUTHORIZED** to execute the Stipulation and Eighth Order Amending Consent Judgment; a copy shall be **ATTACHED** to the original Minutes of this meeting.

J-13 First Amendment Sylvan Glen Cell Tower

Suggested Resolution
Resolution #2024-06-

BE IT RESOLVED, That Troy City Council hereby **APPROVES** the First Amendment to the Lease Agreement for the Sylvan Glen communications/cell tower with AT&T and its affiliates and successors, and also the Memorandum of Understanding; and **AUTHORIZES** the Mayor and City Clerk to execute the First Amendment on behalf of the City and also **AUTHORIZES** the Acting City Manager to execute the Memorandum of Understanding for recording with the Oakland County Register of Deeds, copies 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) Civil Service Commission (Act 78)-Final – May 9, 2024

O-2 Department Reports: None Submitted

O-3 Letters of Appreciation: None Submitted

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

P. COUNCIL COMMENTS:

P-1 No Council Comments 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,



Robert J. Bruner
Acting City Manager

2024 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

June 24, 2024 Troy Public Library Strategic Plan

2024 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

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 RECOGNIZE
TROY HIGH SCHOOL SENIOR AANYA SHAH
US PRESIDENTIAL SCHOLAR**

WHEREAS, Troy High Senior **Aanya Shah** has been named a U.S. Presidential Scholar—one of two in the state of Michigan and one of 100 in the country; and

WHEREAS, Inclusion in the US Presidential Scholars Program is one of the highest honors bestowed upon graduating high school seniors; and

WHEREAS, **Aanya** was among 13 semifinalists in the state earlier named by the Commission on U.S. Presidential Scholars. Scholars are selected based on their accomplishments in academic and artistic success, career and technical fields, leadership, strong character and involvement in the school community; and

WHEREAS, Of the 3.7 million students expected to graduate from high school this year, more than 5,700 candidates qualified for the 2024 awards determined by outstanding performance on the College Board SAT or ACT exams or through nominations made by chief state school officers, and other partner recognition organizations; and

WHEREAS, Troy High’s Principal, Remo Roncone, shared pride in **Aanya’s** achievement stating that this amazing award is a testament to her hard work, dedication, and academic excellence. **Aanya** credits her success because of the support of her wonderful mom, dad, grandparents, the Troy School District, and teacher, Mrs. Katie Vitale; and

WHEREAS, **Aanya** will attend Johns Hopkins University in the fall, majoring in public health and computational biology, which is on the pre-medicine track. She is inspired to continue her academic, research, social justice, and legislative work;

NOW THEREFORE, BE IT RESOLVED, That the Mayor and City Council congratulate **Aanya Shah** and extend best wishes as she continues to pursue her goals and positively impact our community and beyond; and

BE IT FURTHER RESOLVED, That the Troy City Council and all of Troy’s residents congratulate **Aanya Shah** for being a shining example of how hard work, dedication, and the support of families and teachers will contribute to a student accomplishing great things and finding success in success in all future endeavors.

Presented this 10th day of June 2024.



500 West Big Beaver
Troy, MI 48084
troymi.gov

Date: May 28, 2024

To: Mayor and Members of City Council

From: Robert J. Bruner, Acting City Manager
Lori Grigg Bluhm, City Attorney
Meg Schubert, Assistant City Manager
Kurt Bovensiepe, Public Works Director
Scott Finlay, City Engineer
Frank Nastasi, Police Chief
Allan T. Motzny, Assistant City Attorney

Subject: Amendment to Traffic Code - Temporary Deviation from Parking Regulations

Attached for City Council review and consideration is a proposed amendment to Chapter 107 of the Troy City Code. Chapter 107 adopts the provisions of the Michigan Vehicle Code by reference, including Section 674, MCL 257.674, which sets forth parking regulations applicable in the City of Troy. Based on those regulations, the parking of vehicles is allowed on some public streets in the City but prohibited on other public streets or specific areas of such streets. Based on the current provisions of Chapter 107, there is no authority that would allow any deviation from these parking requirements.

The purpose of the proposed amendment is to allow for a temporary deviation from the parking regulations based on specific circumstances. By way of example, the annual Troy Historic Village Troy Traffic Jam Car Show generally results in an increase in the number of vehicles in the City in need of a parking space to attend the event. The proposed ordinance would authorize the City Manager to issue a waiver of the parking restrictions that currently prohibit parking on some of the streets near the event. The waiver would benefit the public since it would minimize traffic congestion by providing convenient parking of vehicles for drivers who would otherwise be required to continue to drive around the City in an effort to locate a parking space. Likewise, the proposed ordinance would also authorize the City manager to declare, for public safety purposes, a snow emergency based on weather conditions and designate specific streets or portions thereof as temporary no parking zones to allow for snow and ice removal by City employees.

This proposed ordinance amendment was previously provided to City Council at the May 20, 2024 City Council meeting. It is now being brought back as a proposed action item for the June 10, 2024 Regular City Council agenda.

We are happy to answer any questions or concerns you have about this item.

CITY OF TROY

AN ORDINANCE TO AMEND

CHAPTER 107- TRAFFIC AND MOTOR VEHICLES

The City of Troy ordains:

Section 1. Short Title

This Ordinance shall be known and may be cited as an amendment to Chapter 107- Traffic and Motor Vehicles.

Section 2. Amendment to Ordinance

Section 15 is added to Chapter 107- Traffic and Motor Vehicles, as follows:

107.15 TEMPORARY DEVIATION FROM PARKING REGULATIONS

A. Parking Waiver

The City Manager or authorized designee is empowered to grant a temporary waiver of specific parking regulations imposed by this Chapter to accommodate a scheduled event in the City that is likely to generate excessive traffic and congestion. Any such requested waiver shall initially be submitted in writing to the Troy Police Chief or City Engineer, detailing the requested relief from the City's parking regulations. The Troy Police Chief, City Engineer, or authorized designee should review the requested temporary waiver, and based on available information, make a recommendation to the City Manager or designee. If warranted, the City Manager can approve a temporary waiver of parking regulations, and shall set forth in writing the specific boundaries, conditions, and standards that will apply, if any, to preserve public safety and the attractive appearance of the City. Notice of temporary parking waiver allowances shall be posted in the area, identifying the restriction and that the restriction is temporary. Failure to comply with the terms and conditions for any such approved waiver of specific parking regulations shall be a civil infraction.

B. Snow Emergency

The City Manager or authorized designee is empowered to declare a snow emergency in the City when snow accumulation or weather conditions are such that it is necessary in the interest of public safety to temporarily prohibit parking of vehicles in designated areas to facilitate snow removal. Only the Troy Police Chief or the Director of Public Works or authorized designee can request the declaration of any such snow emergency. If such a request is deemed appropriate, the City Manager or authorized designee shall declare the specific parking prohibitions, including but not limited to the specific public streets or portions thereof and/or other areas where parking is temporarily prohibited. At a minimum, the City Manager's written snow emergency declaration shall be prominently posted on the City's webpage at the earliest opportunity, and shall also issue a press release that is intended to be used by local broadcasts and/or telecasts stations with a normal operating range covering the City to share the announcement. The snow emergency shall remain in effect for the period of time set by the City Manager or until the particular street or area has become substantially clear of snow and ice from curb to curb, whichever comes first. While the

declaration is in effect, no person shall park or allow to remain parked any vehicle in any area designated in the snow emergency declaration. Failure to comply with the parking prohibitions set forth in the snow emergency declaration shall be a civil infraction.

Section 3. Repeal

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

Section 4. Savings

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

Section 5. Severability Clause

Should any word, phrase, sentence, paragraph or section of this Ordinance be held invalid or unconstitutional, the remaining provisions of this ordinance shall remain in full force and effect, and any such ruling shall not affect any other provisions of this Ordinance not specifically included in such ruling.

Section 6. Effective Date

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

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

Ethan D. Baker, Mayor

M. Aileen Dickson, CMC, City Clerk

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

PLEDGE OF ALLEGIANCE:

A. CALL TO ORDER:

A Regular Meeting of the Troy City Council was held on Monday, May 20, 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

Motion to Suspend Rule #4a of the City Council Rules of Procedure

Resolution #2024-05-067
Moved by Baker
Seconded by Hodorek

RESOLVED, That Troy City Council hereby **SUSPENDS** Rules of Procedure for the City Council, Rule #4a Regular Meeting Agendas to consider an item not on the Agenda.

Yes: All-7
No: None

MOTION CARRIED

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

-
- C-1** Service Commendation – City Manager Mark F. Miller
-
- C-2** Proclamation to Proclaim the City of Troy a Purple Heart City
-
- C-3** Proclamation to Recognize Veterans of Foreign Wars Post 4037 and Commander Todd Wodzinski

D. CARRYOVER ITEMS:

-
- D-1** No Carryover Items

E. PUBLIC HEARINGS:**E-1 City of Troy Master Plan 2040 (Introduced by: R. Brent Savidant, Community Development Director)**

The meeting **RECESSED** at 7:55 PM.

The meeting **RECONVENED** at 8:03 PM.

The Mayor opened the Public Hearing for public comment.

The Mayor closed the Public Hearing after receiving no public comment.

Resolution #2024-05-068

Moved by Baker

Seconded by Hamilton

WHEREAS, The Municipal Planning Enabling Act, PA 33 of 2008, provides that a municipal planning commission shall develop and amend a Master Plan for the physical development of the community; and,

WHEREAS, A Master Plan is a long-range, broad policy document used to guide decision-making related to land use and community development; and,

WHEREAS, The Planning Commission has determined that it would be in the public interest to make amendments to the City of Troy Master Plan; and,

WHEREAS, The Planning Commission notified each municipality contiguous to the City, the County Planning Commission, each public utility company and railroad company owning or operating a public utility or railroad within the City, for purposes of notification, of its intent to adopt a new Master Plan; and,

WHEREAS, Relying upon public input, the City's Planning Commission, Planning Department staff, and the City's Planning Consultant developed the proposed amended City of Troy Master Plan; and,

WHEREAS, The Planning Commission encouraged public participation during the planning process including a survey, Neighborhood Node Walk and Talks and numerous public meetings; and,

WHEREAS, The Planning Commission established a Neighborhood Node Sub Committee comprised of four members which met numerous times throughout the Master Plan update process; and,

WHEREAS, The proposed amended City of Troy Master Plan was submitted to City Council, which authorized distribution of the proposed plan; and,

WHEREAS, The proposed amended City of Troy Master Plan was distributed to each municipality contiguous to the City, the County Planning Commission, each public utility company and railroad company owning or operating a public utility or railroad within the City, for purposes of notification, for review and comment; and,

WHEREAS, The Planning Commission received comment in reference to the proposed Master Plan from the Oakland County Coordinating Zoning Committee which endorsed the proposed amended Master Plan, finding that the proposed Plan is not inconsistent with the Plan of any surrounding communities; and,

WHEREAS, The Planning Commission has determined that the draft amended City of Troy Master Plan 2040 represents the long-range vision of the City of Troy;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the amended City of Troy Master Plan 2040, as per the requirements of the Municipal Planning Enabling Act, PA 33 of 2008.

BE IT FINALLY RESOLVED, That within the next five years, the Planning Commission **SHALL REVIEW** the City of Troy Master Plan 2040 and **DETERMINE** whether or not to commence the procedure to amend the Plan or adopt a new Plan.

Yes: All-7

No: None

MOTION CARRIED

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

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

H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:

I-1 Board and Committee Appointments: a) Mayoral Appointments – Civil Service Commission (Act 78); b) City Council Appointments – Historic District Commission, Liquor Advisory Committee, Personnel Board, Zoning Board of Appeals

a) Mayoral Appointments:

Resolution #2024-05-069

Moved by Baker

Seconded by Brooks

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

Civil Service Commission (Act 78)

Appointed by Mayor

3 Regular Members: 1-Council; 1-Police/Fire Rep; 1-Civil Service
6 Year Term

Nominations to the Civil Service Commission (Act 78):

Term Expires: 4/30/2030

David Cannon

Term currently held by: David Cannon

Yes: All-7
No: None

MOTION CARRIED

b) City Council Appointments:

Resolution #2024-05-070
Moved by Hodorek
Seconded by Chamberlain-Creanga

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

Historic District Commission

Appointed by Council
7 Regular Members
3 Year Term

Nominations to the Historic District Commission:

Term Expires: 5/15/2027

John Howard Adams

Term currently held by: John Howard Adams

Term Expires: 5/15/2027

Timothy McGee

Term currently held by: Timothy McGee

Term Expires: 5/15/2027

Abi Swaminathan

Term currently held by: Vacancy

Liquor Advisory Committee

Appointed by Council
7 Regular Members
3 Year Term

Nominations to the Liquor Advisory Committee:

Term Expires: 1/31/2027

Andrew Kaltsounis

Term currently held by: Max Ehler

Personnel Board

Appointed by Council
5 Regular Members
3 Year Term

Nominations to the Personnel Board:

Term Expires: 4/30/2027

Pamela Gordon

Term currently held by: Pamela Gordon

RESOLVED, That Troy City Council hereby **CONFIRMS** the appointment of the following person 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: 12/31/2024

Tyler Fox

PC Rep. on ZBA

Term currently held by: Jayalakshmi Malalahalli

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 Request for Closed Session

Resolution #2024-05-071
Moved by Baker
Seconded by Hamilton

BE IT RESOLVED, That City Council shall **ADJOURN** into closed session on May 20, 2024, in the Council Boardroom as permitted by MCL 15.268 (a).

Yes: All-7
No: None

MOTION CARRIED

I-4 Appointment of Acting City Manager (*Introduced by: Mark F. Miller, City Manager*)

Resolution #2024-05-072
Moved by Baker
Seconded by Hamilton

RESOLVED, That consistent with the April 8, 2024 appointment of Robert J. Bruner as City Manager, Troy City Council **DESIGNATES** Robert J. Bruner as Acting City Manager, effective June 1, 2024, as allowed under the City Charter, Section 3.12 while contract negotiations are ongoing.

Yes: All-7
No: None

MOTION CARRIED

I-5 2024 City Council Meeting Schedule (*Introduced by: Robert J. Bruner, Deputy City Manager*)

This item has been removed by City Management and will be brought back at a future meeting.

I-6 Bid Waiver – Will-Burt Light Tower Repairs; Engine 6 – Fire Department (*Introduced by: Peter Hullinger, Fire Chief*)

Resolution #2024-05-073
Moved by Chamberlain-Creanga
Seconded by Hodorek

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the formal bid process and **AWARDS** a contract to *The Will-Burt Company of Orville, OH*, the manufacturer and factory repair center, to perform repairs to the Nightscan Light Tower from Engine 6, for an estimated cost of \$14,365.97, plus a 20% contingency, to cover any additional labor or components identified as required during repairs, for a total not to exceed cost of \$17,239.16.

Yes: All-7
No: None

MOTION CARRIED

J. CONSENT AGENDA:

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

Resolution #2024-05-074-J-1a

Moved by Hamilton

Seconded by Chanda

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

Yes: All-7

No: None

MOTION CARRIED

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

J-2 Approval of City Council Minutes

Resolution #2024-05-074-J-2

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

- a) City Council Minutes-Draft – May 13, 2024

J-3 Proposed City of Troy Proclamations:

Resolution #2024-05-074-J-3

- a) Proclamation to Recognize Troy High School Senior Aanya Shah US Presidential Scholar

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 2: Low Bidder Meeting Specification - Topsoil**

Resolution #2024-05-074-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a contract for two (2) year requirements of topsoil with an option to renew for one (1) additional year to the low bidder meeting specifications; *J & H Transportation, Inc. of Sterling Heights, MI*, for an estimated total cost of \$30,500 at the unit prices contained in the bid tabulation opened May 7, 2024, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with the contract expiring June 30, 2027.

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

b) **Standard Purchasing Resolution 4: Sourcewell Purchasing Cooperative and Capital Re-Appropriation – Troy Community Foundation Performing Arts Stage Construction**

Resolution #2024-05-074-J-4b

RESOLVED, That Troy City Council hereby **APPROVES** the re-appropriation of \$127,773.16 and **AWARDS** a contract to purchase and install the performing arts stage structure from *Penchura, LLC., of Brighton, MI*, as detailed in proposal #24-814-1 and as per the Sourcewell Cooperative Purchasing Contract #012621-PPC through Poligon, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

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

c) **Standard Purchasing Resolution 4: MITN and MiDEAL Cooperative Purchasing Agreements – Water Service Crane Truck**

Resolution #2024-05-074-J-4c

RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase one (1) Freightliner M2 Chassis from *Wolverine Freightliner-Eastside Inc. of Mount Clemens, Michigan*, as per the MITN Cooperative Contract RFP-RH-20-023 and as detailed in the quote, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; for an estimated total cost of \$98,896.00; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase one (1) Auto Crane service body with crane including installation from *Versalift Midwest of Shelby Township, Michigan*, as per the MiDeal Cooperative Contract #240000000168 and as detailed in the quote, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; for an estimated total cost of \$175,998.00; not to exceed budgetary limitations.

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

Resolution #2024-05-074-J-4d

RESOLVED, That Troy City Council **AUTHORIZES** payment for annual membership dues to the Michigan Municipal League, for the time period of May 1, 2024 through April 30, 2025, in the amount of \$14,549.

J-5 City Manager Employment Agreement

Resolution #2024-05-074-J-5

RESOLVED, That Troy City Council hereby **POSTPONES** the presentation of the City Manager Employment Agreement to the June 10, 2024 meeting of Troy City Council.

J-6 Proposed Fifth Amendment to Consent Judgment – Meritor Automotive, et. al v City of Troy, Case Number 94-487484-CZ – a/k/a Cambridge Crossing

Resolution #2024-05-074-J-6

WHEREAS, The City first resolved the matter of *Meritor Automotive, et al v City of Troy* in May of 1999 by Consent Judgment, and there have been four amendments to this Consent Judgment; and,

WHEREAS, The attached proposed fifth amendment of the consent judgment would permit the expansion of Walmart’s retail space by an additional 2680 square feet, and allow additional minor modifications to the parking lot;

NOW THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the proposed Stipulation and Fifth Order Amending Consent Judgment.

BE IT FURTHER RESOLVED, That the Mayor and City Clerk are hereby **AUTHORIZED** to execute the Stipulation and Fifth Order Amending Consent Judgment; a copy shall be **ATTACHED** to the original Minutes of this meeting.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings: None Submitted

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

- a) Amendment to Traffic Code – Temporary Deviation from Parking Regulations

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

Barb Yagley	Commented in opposition to firing of a volunteer
Dale Murrish	Commented in support of banning marijuana advertisements
Anthony Kapas	Commented regarding property near his house that has overgrown grass and weeds

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) Civil Service Commission (Act 78)-Final – March 4, 2024
Noted and Filed
-

O-2 Department Reports: None Submitted

O-3 Letters of Appreciation: None Submitted

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

P. COUNCIL COMMENTS:

P-1 Council Comments

Council Member Hamilton thanked City Manager Miller for his years of public service and honest, ethical leadership for Troy. He wished him well in his retirement.

Council Member Gunn wished City Manager Miller well in his retirement. Council Member Gunn thanked the Mayor and City Council for the Purple Heart proclamation. He said the emotional and physical impact on our military personnel is tragic, and this designation lets them know they are recognized and supported.

Council Member Chanda thanked City Manager Miller for his honesty, integrity and dedication to the City of Troy and his commitment to rebuilding trust after difficult times. He also thanked City Council for the Purple Heart City proclamation and recognizing our military personnel.

Council Member Brooks thanked City Manager Miller for his years of service to the City of Troy. Council Member Brooks announced the Run for Nature on June 9, 2024, which is a fun run/walk to raise money for the Troy Nature Center.

Council Member Chamberlain-Creanga thanked City Manager for his spirit of growth, curiosity, knowledge and openness working with City Council.

Council Member Hodorek commented on her appreciation to City Manager Miller for his willingness to step into the position at the time he did, and she congratulated him on his retirement. Council Member Hodorek commented on Police Week and the Police Memorial Ceremony honoring the fallen officers and the banquet honoring the work of our police officers. Council Member Hodorek announced DPW Week acknowledging the unsung heroes who do work that is critical to everything we do.

Mayor Baker commented that the State of the City Address will be on Wednesday at 6:00 PM and streamed live on YouTube. Mayor Baker commented on the stability and leadership that City Manager Miller brought to the City during a difficult time. He said it takes a long time to build a reputation and it can be destroyed in a day. Mayor Baker commented that City Manager Miller has been methodical and steadfast in improving our reputation despite hiccups along the way. He thanked City Manager Miller for being a great public servant for the City of Troy.

Mayor Baker announced that the annual Memorial Day Ceremony will be held at 10:00 AM in the Veterans Plaza.

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):

Regina Wilk	Candidate for Oakland County Commission District 1
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The Meeting **RECESSED** at 8:56 PM.
The Meeting **RECONVENED** at 9:03 PM.

R. CLOSED SESSION

R-1 Closed Session

S. ADJOURNMENT:

The Meeting **ADJOURNED** at 9:35 PM.

Mayor Ethan Baker

M. Aileen Dickson, MMC, MiPMC II
City Clerk

2024 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

June 24, 2024 Troy Public Library Strategic Plan

2024 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

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



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: May 29, 2024

To: Robert J. Bruner, Acting City Manager

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

Subject: Standard Purchasing Resolution #1: Award to Low Bidder
Contract 24-05 – Charnwood Chip Seal

History

The streets within Charnwood Hills Subdivision No.1, No.2 and No.3 received chip seal surface treatment approximately 12 years ago. The pavement started to show deterioration in recent years. This project will apply another chip seal asphalt surface treatment onto the streets. The process of chip sealing consists of distributing a thin base of hot asphalt onto the existing pavement and then embedding finely graded aggregate into it. The pavement will then be sealed with a top layer. Work is anticipated to start June 2025 and to be completed by July 2025.

Purchasing

Bid was received and publicly read on May 22, 2024. The low bid of \$516,564.00 was submitted by Highway Maintenance and Construction Co., P.O. Box 74411, Romulus, MI 48174 as shown on the attached bid tab.

Work was publicly bid and opened with one (1) bidder 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 2025 Local Road Fund; Project #2025C0028. (Account # 401.449.203.989.121015). The budgeted amount includes funds for construction, inspection, testing and contingencies.

Recommendation

It is recommended that City Council award the Charnwood Chip Seal contract to Highway Maintenance and Construction Co., P.O. Box 74411, Romulus, MI 48174, for their low bid of \$516,564.00.

In addition, we are requesting authorization to approve additional work, if needed, not to exceed 10% 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 Comparison

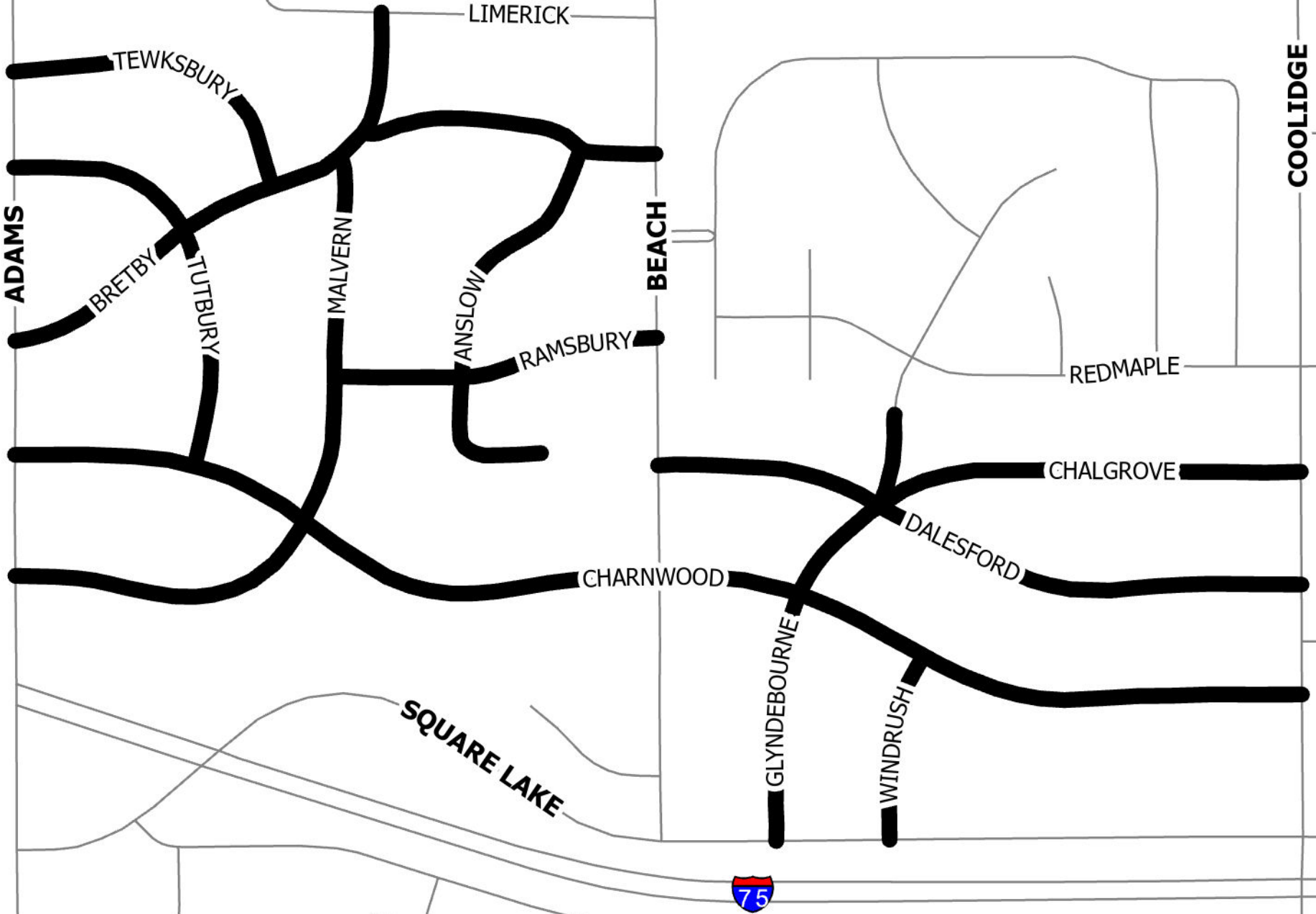
Contract ID: 24-05
Description: Double chip seal at Charnwood Hill Subs, Sec 6
Location: Chanwood Hill Subs, Sec 6
Projects(s): 24.102.5

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$572,400.00	10.80%	0.00%
1	(01230) Highway Maintenance and Construction Com	\$516,564.00	0.00%	-9.75%

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Highway Maintenance and Construction Com		Bid Price	Total
				Bid Price	Total	Bid Price	Total		
0001	1100001	1	LSUM	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00		\$0.00
	Mobilization, Max \$20,000								
0002	2047051	1	LSUM	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00		\$0.00
	_ Audio-Video Route Survey, Max \$5,000								
0003	2050041	100	Cyd	\$120.00	\$12,000.00	\$90.00	\$9,000.00		\$0.00
	Subgrade Undercutting, Type II								
0004	2057011	6,270	Syd	\$10.00	\$62,700.00	\$3.50	\$21,945.00		\$0.00
	_ Excavation, 2 inches								
0005	4037001	5	Ft	\$1,000.00	\$5,000.00	\$250.00	\$1,250.00		\$0.00
	_ DPW Structure Cover, Adj, Add Depth								

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Highway Maintenance and Construction Com		Bid Price	Total
				Bid Price	Total	Bid Price	Total		
0006	4037050	5	Ea	\$800.00	\$4,000.00	\$800.00	\$4,000.00		\$0.00
	_ Sanitary Manhole Sealing								
0007	4037050	12	Ea	\$600.00	\$7,200.00	\$450.00	\$5,400.00		\$0.00
	_ DPW Structure Cover, Adj, Case 1								
0008	5012024	500	Ton	\$130.00	\$65,000.00	\$190.00	\$95,000.00		\$0.00
	HMA, 4EL PG 64-22, Leveling								
0009	5050002	62,700	Syd	\$4.00	\$250,800.00	\$4.90	\$307,230.00		\$0.00
	Seal, Double Chip								
0010	5057011	62,700	Syd	\$1.00	\$62,700.00	\$0.57	\$35,739.00		\$0.00
	_ Seal, Fog								
0011	8127051	1	LSUM	\$30,000.00	\$30,000.00	\$5,000.00	\$5,000.00		\$0.00
	_ Maintaining Traffic								
0012	8507041	800	Cday	\$60.00	\$48,000.00	\$15.00	\$12,000.00		\$0.00
	_ Inspection Crew Day								
Bid Totals:					\$572,400.00		\$516,564.00		

Project Location





500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: May 31, 2024

To: Robert J Bruner, Acting City Manager

From: Megan E. Schubert, Assistant City Manager
Dee Ann Irby, Controller
Kurt Bovensiep, Public Works Director
Jason Schmidt, Water & Sewer Operations Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2 – Award to Low Bidder Meeting Specifications – Water System Materials

History

- The Water and Sewer Division is responsible for new water service installations and maintenance, water main repairs and replacement, and Mueller hydrant repairs and replacement.
- In order to maintain these infrastructure assets, minimum quantities of parts are kept on hand.
- Water System Materials will be purchased on an as needed basis to replenish inventories throughout the year at unit prices as specified and detailed in the bid tabulation.
- The current contract is expiring June 30, 2024.

Purchasing

- On May 20, 2024, a bid opening was conducted as required by the City Charter/Code for one (1) year requirements of Water System Materials.
- The bid was posted on the MITN Purchasing Group website, www.bidnetdirect.com/city-of-troy-mi.
- Three (3) bids were received. Below is a detailed summary of potential vendors.

Companies notified via MITN	337
Troy Companies notified via MITN	6
Troy Companies - Active email Notification	6
Troy Companies - Active Free	0
Companies that viewed the bid	26
Troy Companies that viewed the bid	0

MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.

Active MITN members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.

Active MITN non-paying members are responsible to monitor and check the MITN website for opportunities to do business with the City.

Inactive MITN member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

- Based upon the bid responses and per the attached bid tabulation; it is in the City's best interest to award the contract to the overall low bidder as specified.
- Etna indicated that their bid was not to be broken up and quoted a lead time of 36 weeks. Ferguson quoted a lead time of 30 weeks. Core & Main quoted a lead time of 17-19 weeks and has demonstrated a high level of customer service during previous contracts. Therefore, *Core & Main of Shelby Twp., MI* is the overall low bidder meeting specifications and pricing requirements and is being recommended for award.



500 West Big Beaver
 Troy, MI 48084
 troymi.gov

CITY COUNCIL AGENDA ITEM

Financial

Funds are available in the operating budgets for the Water and Sewer Division for the 2025 Fiscal Year. These funds will be expensed primarily from three accounts; Maintenance of Mains 591.537.541.740.010, Maintenance of Service 591.537.542.740.010, and Maintenance of Hydrants 591.537.544.740.010.

Recommendation

City Management recommends awarding a one (1) year contract for Water System Materials, to overall low bidder meeting specifications, *Core & Main of Shelby Twp., MI* for an estimated total cost of \$242,065.00 at unit prices contained in the bid tabulation opened May 20, 2024; to be ordered on an as needed basis.

Core & Main – Shelby Twp., MI	Item #1 Curb Box Items	\$18,885.00
	Item #2 Water Service Parts	\$223,180.00
	Item #3 Romac Repair Clamps	50% List Discount
	Item #4 Mueller Brass Saddles	45% List Discount
	Item #5 Powerseal Stainless Steel Saddles	50% List Discount
	Item #6 Mueller Complete Fire Hydrants Hydrant & Valve Parts	20% List Discount 4% List Discount

CITY OF TROY
 BID TABULATION
 WATER SYSTEM MATERIALS

Vendor Name:	Etna Supply	Core & Main LP	Ferguson Water Works
City:	Grand Rapids, MI	Shelby Twp., MI	Warren, MI

PROPOSAL: MISCELLANEOUS WATER SYSTEM MATERIALS

ITEM #1: CURB BOX ITEMS - MINNEAPOLIS PATTERN - THREAD ON

Line #	Est Qty	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total
1.	300	1" Curb Box Mueller extension curb box w/39" stationary rod #82866 Mueller #10312-99000	\$37.00	\$11,100.00	\$47.35	\$14,205.00	\$58.00	\$17,400.00
2.	25	1 1/2" Curb Box Mueller #10304-99000 2 piece lid, 2" top pipe, 3" bottom tap, 66" extension AY McDonald #5624 2 piece lid, 2" top pipe, 3" bottom tap, 5 1/2 or 66" extended	\$96.00	\$2,400.00	\$93.60	\$2,340.00	\$100.00	\$2,500.00
3.	25	2" Curb Box Mueller #10304-99002 2 piece lid, 2" top pipe, 3 1/2" bottom tap, 66" extension AY McDonald #5625 2 piece lid, 2" top pipe, 3 1/2" bottom tap, 5 1/2 or 66" extended	\$96.00	\$2,400.00	\$93.60	\$2,340.00	\$100.00	\$2,500.00
TOTAL LINE ITEM #1:			\$15,900.00		\$18,885.00		\$22,400.00	
Manufacturer/Model #			Mueller/Listed Model		Mueller/Listed Model		Mueller	

ITEM #2: WATER SERVICE PARTS

Line #	Est Qty	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total
Corporation Stops								
1.	100	1" Corporation Stop with nut Mueller B25000 or approved alternate	\$69.70	\$6,970.00	\$65.09	\$6,509.00	\$68.00	\$6,800.00
2.	100	1 1/2" Corporation Stop with nut Mueller B25000 or approved alternate	\$166.10	\$16,610.00	\$154.10	\$15,410.00	\$161.00	\$16,100.00
3.	100	2" Corporation Stop with nut Mueller B25000 or approved alternate	\$290.00	\$29,000.00	\$269.18	\$26,918.00	\$282.00	\$28,200.00
TOTAL			\$52,580.00		\$48,837.00		\$51,100.00	
Manufacturer/Model #			Mueller/Listed Model		Mueller		Ford	

Brass Fittings

4.	100	1" x 3/4" CCU or 3-part Unions H-15400N Mueller or approved alternate	\$29.50	\$2,950.00	\$26.96	\$2,696.00	\$28.00	\$2,800.00
5.	100	1" CCU or 3-part Unions H-15400N Mueller or approved alternate	\$34.80	\$3,480.00	\$31.87	\$3,187.00	\$33.00	\$3,300.00
6.	100	1-1/2" CCU or 3-part Unions H-15400 Mueller or approved alternate	\$105.35	\$10,535.00	\$95.66	\$9,566.00	\$100.00	\$10,000.00
7.	100	2" CCU or 3-Part Unions H- 15400N Mueller or approved alternate	\$171.90	\$17,190.00	\$156.10	\$15,610.00	\$164.00	\$16,400.00
TOTAL			\$34,155.00		\$31,059.00		\$32,500.00	

Couplings

8.	25	3/4" x 1" PBC or Piggy Back Coupling H-15062 Mueller or approved alternate	\$29.20	\$730.00	\$21.60	\$540.00	\$22.00	\$550.00
TOTAL			\$730.00		\$540.00		\$550.00	
Manufacturer/Model #			Mueller/Listed Model		Ay McDonald		Ford	

CITY OF TROY
 BID TABULATION
 WATER SYSTEM MATERIALS

Vendor Name:	Etna Supply	Core & Main LP	Ferguson Water Works
City:	Grand Rapids, MI	Shelby Twp., MI	Warren, MI

Curb Stops								
9.	100	1" CBS or Curb Stops Ford Z22 444M-NL or approved alternate	\$118.15	\$11,815.00	\$114.91	\$11,491.00	\$117.00	\$11,700.00
10.	100	1 1/2" CBS or Curb Stops Mueller B-25154N or approved alternate	\$279.60	\$27,960.00	\$250.80	\$25,080.00	\$263.00	\$26,300.00
11.	100	2" CBS or Curb Stops Mueller B-25154N or approved alternate.	\$452.25	\$45,225.00	\$405.76	\$40,576.00	\$425.00	\$42,500.00
TOTAL			\$85,000.00		\$77,147.00		\$80,500.00	
Manufacturer/Model #			Mueller/Listed Model		Ay McDonald		Ford	

Brass Bends								
12.	100	1 1/2"- 45 Degree Brass Bend Mueller H-15063N or approved alternate	\$103.10	\$10,310.00	\$100.49	\$10,049.00	\$98.00	\$9,800.00
13.	100	2"- 45 Degree Brass Bend Mueller H-15063N or approved alternate	\$190.50	\$19,050.00	\$185.71	\$18,571.00	\$181.00	\$18,100.00
14.	100	1"- 90 Degree Brass Bend Mueller H-15068N or approved alternate	\$37.25	\$3,725.00	\$36.35	\$3,635.00	\$36.00	\$3,600.00
15.	100	1 1/2" - 90 Degree Brass Bend Mueller H-15068N or approved alternate	\$119.10	\$11,910.00	\$116.13	\$11,613.00	\$113.00	\$11,300.00
16.	100	2" - 90 Degree Brass Bend Mueller H-15068N or approved alternate	\$222.90	\$22,290.00	\$217.29	\$21,729.00	\$212.00	\$21,200.00
TOTAL			\$67,285.00		\$65,597.00		\$64,000.00	
Manufacturer/Model #			Mueller/Listed Model		Mueller		Ford	
TOTAL LINE ITEM #2:			\$239,750.00		\$223,180.00		\$228,650.00	
GRAND TOTAL ALL ITEMS:			\$255,650.00		\$242,065.00		\$251,050.00	

ITEM #3: <u>Stainless Steel Repair Clamps</u> Single & Double Band, Solid and CC tap connections 1", 1 1/2", 2", Sizes 2" through 24" (US Manufactured, no iron lugs or bolts).			
Discount:	15%	50%	50%
Manufacturer:	Mueller	Romac (SS Series)	Ford Meter Box
Parts Price List:	Repair Clamps	Romac Price List	off
Date:	Time of Purchase	1/10/2011	1/1/2023

ITEM #4: <u>Brass Saddle</u> Brass Tap Saddles, 100% lead free, no steel bands, cc taps 3/4", 1", 1 1/2", 2", size ranges 4" through 24" (US Manufactured).			
Discount:	15%	45%	45%
Manufacturer:	Mueller	Mueller	Ford Meter Box
Parts Price List:	Brass Saddles	Mueller Service Saddles	
Date:	Time of Purchase	4/1/2019	1/1/2023

ITEM #5: <u>Stainless Steel Saddle</u> Stainless steel tap saddles (compatible with plastic, brass or stainless-steel pipe), 100% lead free, stainless steel bands, cc taps 3/4", 1", 1-1/2", 2", size ranges 4" through 24" (US Manufactured)			
Discount:	15%	50%	45%
Manufacturer:	Mueller	Powerseal	Ford Meter Box
Parts Price List:	SS Saddles	Powerseal Saddles	
Date:	Time of Purchase	N/A	1/1/2023

ITEM #6: <u>Mueller Complete Fire Hydrant & Valve Parts</u>			
Discount on Mueller complete fire hydrants:	0%	20%	25%
Discount:	15%	4%	25%
Manufacturer:	Mueller	Mueller	Mueller
Parts Price List:	Hydrant Parts	Mueller Blue	
Date:	Time of Purchase	2/9/2012	2/1/2012

CITY OF TROY
 BID TABULATION
 WATER SYSTEM MATERIALS

Vendor Name:	Etna Supply	Core & Main LP	Ferguson Water Works
City:	Grand Rapids, MI	Shelby Twp., MI	Warren, MI
Delivery:			
Company's minimum shipment:	0	N/A	NA
Days within phone request:	36 Week Lead Time	3 - 14 Days	300 Days
Hours of Operation:	7AM - 5PM	7:30 AM - 4:00 PM	7:00 - 5:00
24 Hour Phone No.:	(616) 245-4373	(586) 785-8851	(810) 691-2823
Contact Person:	Dalton Potgeter	Angela Caponi	David M Hobson
Descriptive Literature Provided: Y or N	N	Y	N
Payment Terms:	Net 30	Net 30	Net 30
Warranty:	Manufacturer	Manufacturer's Limited	Manufactures Warranty
Delivery:	36 Week Lead Time	3-4 weeks on curb boxes/ 17-19 weeks for most AY brass	1 - 210 days
Exceptions:	N/A	All "water service parts" quoted are AY McDonald with the exception of items #'s 12 -16 which are	None listed
Allow bid to be broken up: Y or N	N	Y	Y
Acknowledgement: Y or N	Y	Y	Y
Forms: Y or N	Y	Y	Y

Low Bidder Meeting Specifications

ATTEST:

(*Bid Opening conducted via a Zoom Meeting)

 Theresa Shepard

 Andrew Chambliss

 Nellie Bert

 Bryan Pompa

 Emily Frontera
 Purchasing Manager



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: May 29, 2024

To: Robert J. Bruner, Acting City Manager

From: Megan E. Schubert, Assistant City Manager
 Rob Maleszyk, Chief Financial Officer
 Dee Ann Irby, Controller
 Kurt Bovensiep, Public Works Director
 Mike Verstraete, Streets and Drains Operations Manager
 Nick Herzek, Project Manager
 Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Sidewalk Replacement and Installation Program, and Manhole Rehabilitation

History

- There are over 520 miles of sidewalk in the City of Troy.
- The Streets Division is responsible for the inspection and repair of all sidewalks and driveway approaches, ensuring defects are corrected to provide a safe pedestrian walkway.
- Under Chapter 34.10, residents are responsible for the maintenance and repair of sidewalks abutting their property.
- After an inspection of sidewalks, the Streets Division notifies property owners of any defects and provides an opportunity for residents to either complete the repair themselves or to participate in Troy’s sidewalk program.
- Under this program, the City manages the repairs and then invoices the residents for the work.
- It is usually least expensive for residents to participate in the program and allow the City to manage the work because there is a discount for larger volumes of sidewalk repair work.
- The City solicits bids for a contractor to perform sidewalk repairs. The current contract expires on June 30, 2024.

Purchasing

- On May 23, 2024, a bid opening was conducted as required by the City Charter/Code for the Sidewalk Replacement and Installation Program.
- The bid was posted on the MITN Purchasing Group website; www.bidnetdirect.com//city-of-troy-mi.
- Six hundred and eighty-one (681) vendors were notified via the MITN website.
- Seven (7) bid responses were received. Below is a detailed summary of potential vendors for the bid opportunity:



500 West Big Beaver
 Troy, MI 48084
 troymi.gov

CITY COUNCIL AGENDA ITEM

Purchasing (continued)

Companies notified via MITN	681
Troy Companies notified via MITN	11
Troy Companies - Active email Notification	11
Troy Companies - Active Free	0
Companies that viewed the bid	48
Troy Companies that viewed the bid	0

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

- *Italia Construction Inc. of Washington Twp, MI* is the low bidder meeting specifications.

Financial

Funds are budgeted and available in the Public Works New Construction and Replacement Construction Capital Funds under Project Numbers 2025C0030 and 2025C0029 for the 2025 Fiscal Year. Expenditures will be charged to account numbers 401.444.989.700 and 401.444.989.650.

Recommendation

City Management recommends awarding a one (1) year contract with the option to renew for two (2) additional years to the most qualified bidder meeting specifications; *Italia Construction Inc. of Washington Township, MI* for an estimated total cost of \$985,000 per year at unit prices contained in the bid tabulation opened May 23, 2024 with all expenses not to exceed budgetary limitations, contract expiring June 30, 2027.

CITY OF TROY
 BID TABULATION
 SIDEWALK REPLACEMENT & INSTALLATION
 & MANHOLE REHABILITATION

VENDOR NAME:	Italia Construction Inc	Hartwell Cement Company	Rotondo Costruction	I. Anthony Construction
CITY:	Washington, MI	Oak Park, MI	Farmington Hills, MI	Bruce Twp, MI
CHECK #:	2017732314	2017744799	1817598	2607898
CHECK AMOUNT:	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00

PROPOSAL: TO COMPLETE THE CITY OF TROY SIDEWALK REPLACEMENT AND INSTALLATION PROGRAM, AND MANHOLE REHABILITATION

PROPOSAL A: Sidewalk Replacement and Sidewalk Installation Program: Local and Major Roads and Scattered Locations within the City of Troy

ITEM #	DESCRIPTION	EST QTY ONE (1) YR	UNIT	UNIT PRICE	ESTIMATED 2023/2024 TOTAL	UNIT PRICE	ESTIMATED 2023/2024 TOTAL	UNIT PRICE	ESTIMATED 2023/2024 TOTAL	UNIT PRICE	ESTIMATED 2023/2024 TOTAL
1	Remove and Replace 4" Concrete	66,000	SF	\$7.13	\$470,580.00	\$7.25	\$478,500.00	\$8.50	\$561,000.00	\$9.45	\$623,700.00
2	Remove and Replace 6" Concrete	6,000	SF	\$8.33	\$49,980.00	\$8.00	\$48,000.00	\$9.00	\$54,000.00	\$10.05	\$60,300.00
3	Remove and Replace 8" Concrete	1,200	SF	\$9.33	\$11,196.00	\$9.25	\$11,100.00	\$10.00	\$12,000.00	\$10.45	\$12,540.00
4	Adjusting Drainage Structure	4	Each	\$255.00	\$1,020.00	\$200.00	\$800.00	\$500.00	\$2,000.00	\$200.00	\$800.00
5	Reconstruct Drainage Structure	5	LF	\$255.00	\$1,275.00	\$200.00	\$1,000.00	\$500.00	\$2,500.00	\$200.00	\$1,000.00
6	Remove and Replace Concrete Curb & Gutter, If Needed	500	LF	\$33.00	\$16,500.00	\$35.00	\$17,500.00	\$35.00	\$17,500.00	\$40.00	\$20,000.00
7	Install Handicap Ramps Per MDOT R-28-H	9,000	SF	\$9.13	\$82,170.00	\$13.00	\$117,000.00	\$15.00	\$135,000.00	\$12.00	\$108,000.00
8	Remove Concrete and replace with top soil and seed	500	SF	\$3.00	\$1,500.00	\$4.00	\$2,000.00	\$5.00	\$2,500.00	\$1.00	\$500.00
9	Tree Root Grind	1,150	Each	\$13.00	\$14,950.00	\$20.00	\$23,000.00	\$40.00	\$46,000.00	\$25.00	\$28,750.00
10	Class "A" Culvert, 12", If Needed	10	LF	\$10.00	\$100.00	\$50.00	\$500.00	\$50.00	\$500.00	\$50.00	\$500.00
11	6" Edge drain", If Needed	250	LF	\$1.00	\$250.00	\$15.00	\$3,750.00	\$5.00	\$1,250.00	\$10.00	\$2,500.00
12	Install Concrete Sidewalk, 4" as per specifications	1,500	SF	\$6.93	\$10,395.00	\$7.25	\$10,875.00	\$9.00	\$13,500.00	\$8.00	\$12,000.00
13	Install Concrete Sidewalk, 6" as per specifications	500	SF	\$8.13	\$4,065.00	\$8.00	\$4,000.00	\$9.50	\$4,750.00	\$8.50	\$4,250.00
14	Install Concrete Sidewalk, 8" as per specifications	250	SF	\$9.13	\$2,282.50	\$9.25	\$2,312.50	\$10.00	\$2,500.00	\$9.00	\$2,250.00
15	Install HCR Cheek Walls, 0"-18" in height	50	LF	\$33.00	\$1,650.00	\$25.00	\$1,250.00	\$75.00	\$3,750.00	\$15.00	\$750.00
16	Traffic Maintenance	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
17	Soil Erosion Control	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
18	Restoration	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
PROPOSAL A: TOTAL ESTIMATED COST					\$667,913.50		\$721,587.50		\$858,750.00		\$877,840.00

PROPOSAL B: Sanitary Manhole Rehabilitation

ITEM #	DESCRIPTION	EST QTY ONE (1)	UNIT	UNIT PRICE	ESTIMATED 2023/2024 TOTAL	UNIT PRICE	ESTIMATED 2023/2024 TOTAL	UNIT PRICE	ESTIMATED 2023/2024 TOTAL	UNIT PRICE	ESTIMATED 2023/2024 TOTAL
1	Repair Sanitary Manhole Chimney	25	LF	\$465.00	\$11,625.00	\$400.00	\$10,000.00	\$400.00	\$10,000.00	\$300.00	\$7,500.00
2	Repair Gate Well Manhole Chimney	25	LF	\$465.00	\$11,625.00	\$400.00	\$10,000.00	\$300.00	\$7,500.00	\$300.00	\$7,500.00
3	External Seal – Sanitary Manhole Wrap	25	LF	\$235.00	\$5,875.00	\$400.00	\$10,000.00	\$500.00	\$12,500.00	\$200.00	\$5,000.00
4	Traffic Maintenance	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
5	Items of Excavation, Removal & Restoration	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
PROPOSAL B: TOTAL ESTIMATED COST					\$29,125.00		\$30,000.00		\$30,000.00		\$20,000.00
ESTIMATED GRAND TOTAL - PROPOSALS A & B:					\$697,038.50		\$751,587.50		\$888,750.00		\$897,840.00

CONTACT INFORMATION:	Hours of Operation	6 A.M.- 8 P.M.	7 A.M. -6 P.M.	7:00-5:00	Not Specified
	24 Hr. Phone #	586-405-1347	248-548-5858	248-996-7582	586-634-6795
PROPOSED PAYMENT SCHEDULE:	MONTHLY	25TH each month when submitted	Not Specified	Every Two Weeks	
	REFERENCES:	Y or N	Y	Y	Y
INSURANCE MET:	Y or N	Y	Y	Y	Y
EXCEPTIONS:	Y or N	NONE	NONE	NONE	NONE
ACKNOWLEDGEMENT:	Y or N	Y	Y	Y	Y
FORMS:	Y or N	Y	Y	Y	Y

Low Bidder Meeting Specifications

CITY OF TROY
 BID TABULATION
 SIDEWALK REPLACEMENT & INSTALLATION
 & MANHOLE REHABILITATION

VENDOR NAME:	Luigi Ferdinandi & Son Cement Co. Inc	DiLisio Contracting, Inc.	Audia Concrete Const., Inc
CITY:	Roseville, MI	Clinton, Twp, MI	Milford, MI
CHECK #:	2677474	50117582	38924356
CHECK AMOUNT:	10,000.00	\$10,000.00	\$10,000.00

PROPOSAL: TO COMPLETE THE CITY OF TROY SIDEWALK REPLACEMENT AND INSTALLATION PROGRAM, AND MANHOLE REHABILITATION

PROPOSAL A: Sidewalk Replacement and Sidewalk Installation Program: Local and Major Roads and Scattered Locations within the City of Troy

ITEM #	DESCRIPTION	EST QTY ONE (1) YR	UNIT	UNIT PRICE	ESTIMATED 2023/2024 TOTAL	UNIT PRICE	ESTIMATED 2023/2024 TOTAL	UNIT PRICE	ESTIMATED 2023/2024 TOTAL
1	Remove and Replace 4" Concrete	66,000	SF	\$8.88	\$586,080.00	\$14.00	\$924,000.00	\$9.80	\$646,800.00
2	Remove and Replace 6" Concrete	6,000	SF	\$9.88	\$59,280.00	\$15.00	\$90,000.00	\$11.00	\$66,000.00
3	Remove and Replace 8" Concrete	1,200	SF	\$11.88	\$14,256.00	\$1.00	\$1,200.00	\$13.00	\$15,600.00
4	Adjusting Drainage Structure	4	Each	\$500.00	\$2,000.00	\$300.00	\$1,200.00	\$860.00	\$3,440.00
5	Reconstruct Drainage Structure	5	LF	\$100.00	\$500.00	\$100.00	\$500.00	\$200.00	\$1,000.00
6	Remove and Replace Concrete Curb & Gutter, If Needed	500	LF	\$33.00	\$16,500.00	\$50.00	\$25,000.00	\$46.00	\$23,000.00
7	Install Handicap Ramps Per MDOT R-28-H	9,000	SF	\$13.33	\$119,970.00	\$20.00	\$180,000.00	\$22.00	\$198,000.00
8	Remove Concrete and replace with top soil and seed	500	SF	\$5.00	\$2,500.00	\$5.00	\$2,500.00	\$4.50	\$2,250.00
9	Tree Root Grind	1,150	Each	\$50.00	\$57,500.00	\$75.00	\$86,250.00	\$160.00	\$184,000.00
10	Class "A" Culvert, 12", If Needed	10	LF	\$100.00	\$1,000.00	\$1.00	\$10.00	\$100.00	\$1,000.00
11	6" Edge drain", If Needed	250	LF	\$20.00	\$5,000.00	\$1.00	\$250.00	\$15.00	\$3,750.00
12	Install Concrete Sidewalk, 4" as per specifications	1,500	SF	\$9.88	\$14,820.00	\$1.00	\$1,500.00	\$11.00	\$16,500.00
13	Install Concrete Sidewalk, 6" as per specifications	500	SF	\$10.88	\$5,440.00	\$1.00	\$500.00	\$12.00	\$6,000.00
14	Install Concrete Sidewalk, 8" as per specifications	250	SF	\$11.88	\$2,970.00	\$1.00	\$250.00	\$14.00	\$3,500.00
15	Install HCR Cheek Walls, 0"-18" in height	50	LF	\$50.00	\$2,500.00	\$1.00	\$50.00	\$38.00	\$1,900.00
16	Traffic Maintenance	Included	Included	Included	Included	Included	Included	Included	Included
17	Soil Erosion Control	Included	Included	Included	Included	Included	Included	Included	Included
18	Restoration	Included	Included	Included	Included	Included	Included	Included	Included
PROPOSAL A: TOTAL ESTIMATED COST					\$890,316.00		\$1,313,210.00		\$1,172,740.00

PROPOSAL B: Sanitary Manhole Rehabilitation

ITEM #	DESCRIPTION	EST QTY ONE (1)	UNIT	UNIT PRICE	ESTIMATED 2023/2024 TOTAL	UNIT PRICE	ESTIMATED 2023/2024 TOTAL	UNIT PRICE	ESTIMATED 2023/2024 TOTAL
1	Repair Sanitary Manhole Chimney	25	LF	\$500.00	\$12,500.00	Blank	\$25.00	\$300.00	\$7,500.00
2	Repair Gate Well Manhole Chimney	25	LF	\$500.00	\$12,500.00	Blank	\$25.00	\$200.00	\$5,000.00
3	External Seal – Sanitary Manhole Wrap	25	LF	\$250.00	\$6,250.00	Blank	\$3,750.00	\$200.00	\$5,000.00
4	Traffic Maintenance	Included	Included	Included	Included	Included	Included	Included	Included
5	Items of Excavation, Removal & Restoration	Included	Included	Included	Included	Included	Included	Included	Included
PROPOSAL B: TOTAL ESTIMATED COST					\$31,250.00		\$3,800.00		\$17,500.00
ESTIMATED GRAND TOTAL - PROPOSALS A & B:					\$921,566.00		\$1,317,010.00		\$1,190,240.00

CONTACT INFORMATION:	Hours of Operation	8 A.M.-6 P.M.	8:00 A.M. to 5:00 P.M.	M-F 7-7
	24 Hr. Phone #	586-774-1000	586-405-4578	313-350-0318
PROPOSED PAYMENT SCHEDULE:		NET 30 DAYS	Monthly Progress Payments	Payment Every 30 Days
REFERENCES:	Y or N	Y	Y	Y
INSURANCE MET:	Y or N	Y	Y	Y
EXCEPTIONS:	Y or N	NONE	NONE	NONE
ACKNOWLEDGEMENT:	Y or N	Y	Y	Y
FORMS:	Y or N	Y	Y	Y

(*Bid Opening conducted via a Zoom Meeting)

Nick Herzek
 Andrew Chambliss
 Nellie Bert
 Martinique Gates

Emily Frontera
 Purchasing Manager



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: May 28, 2024

To: Robert J. Bruner, Acting City Manager

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

Subject: Standard Purchasing Resolution 4: OMNIA Partners Cooperative Purchase – Senior Dining Room Furniture

History

- On September 1, 2022, the Oakland County Board of Commissioners passed resolution #22-280 Appropriating American Rescue Plan Act funding to support the Oakland Together Senior Initiatives. These initiatives included funding for the Senior Center Matching Grant Program.
- City Council approved the Interlocal Agreement between the City of Troy and the Board of Commissioners of the County of Oakland for the Senior Centers Matching Grant Program in the amount of \$250,000 at the April 10, 2023 meeting (Resolution #2023-04-056).
- The grant money will be used to renovate the Senior Dining room and recondition the outdoor Bocce and Shuffleboard Courts at the Community Center.
- The Senior Dining Room will receive new hard flooring, upgraded LED lights, paint, new acoustic panels, blinds, TV, additional accessible door openers, signage, along with new furniture.
- The Bocce and Shuffleboard Court portion of the project will include replacement of the Shuffleboard Court and rehabilitation of the Bocce Ball Court.

Purchasing

- *The HON Company LLC of Muscatine, IA* is the awarded, contracted vendor for OMNIA Partners Cooperative Contract #R191804.
- Pricing for the Senior Dining Room furniture has been secured from *National Smart Business Source of Troy, MI*, the authorized local dealer for HON, as detailed in the attached proposal through the OMNIA Partners Cooperative Contract #R191804
- City Council authorized participation in the Cooperative Purchasing Programs on February 5, 2024 (Resolution #2024-02-031-J-5).



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

Financial

Funds are budgeted and available in the Troy Community Center Building Improvements Capital Fund under Project Numbers 2024CG0001 for the 2024 Fiscal Year. Expenditures will be charged to account number 401.756.755.975.125.

Recommendation

City Management recommends a contract be awarded to *Smart Business Source of Troy, MI* for the purchase and installation of the Senior Dining Room Furniture for an estimated total cost of \$45,258.27 as detailed in the attached quote and as per the OMNIA Partners Cooperative Contract #R191804; not to exceed budgetary limitations.

1940 Northwood Troy, MI 48084

Phone: 248-577-0740

Quote to: City of Troy
Troy Recreation Dept.
3179 Livernois
Troy, MI 48083

OMNIA CONTRACT PRICING
Contract #R191804

Date: 5/8/24

Quoted by: Brian Reynolds

Contact: Lyndsey Ramsey
Phone #: 248-524-1546

Direct Phone # : 248-760-7679
Customer PO # :

QTY	CATALOG NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	EXTENDED PRICE
38	HON HETZ3060E	TRAPEZOID TABLE TOP, GR.1 30" X 60", FINISH: TBD	\$420.00	\$169.68	\$ 6,447.84
152	1030S	3" ROUND POST LEG WITH MULTI-PURPOSE GLIDE	\$71.00	\$31.25	\$ 4,750.00
9	HON HBTTSTFT36	36" SOFT SQUARE TABLE TOP, GR.1 LAMINATE	\$519.00	\$209.68	\$ 1,887.12
36	1030S	3" ROUND POST LEG WITH MULTI-PURPOSE GLIDE	\$71.00	\$31.25	\$ 1,125.00
108	HON HSGS6	ACCOMMODATE 4-LEG MULTI- PURPOSE CHAIR, GR.2 VINYL SEAT AND BACK, METAL FRAME STANDARD GLIDES GLIDES (PRICED EA.,SOLD 2 PER BOX)	\$562.50	\$227.25	\$ 24,543.00
LOUNGE AREA					
1	HON HML2S	GROVE TWO SEAT SOFA, SINGLE FABRIC, GR.2 VINYL TAPERED ARMS, TAPERED ROUND LEGS, FINISH: TBD	\$3,489.00	\$1,409.56	\$ 1,409.56
3	HON HML1S	GROVE SINGLE SEAT CHAIR, SINGLE FABRIC, GR.2 VINYL TAPERED ARMS, TAPERED ROUND LEGS, FINISH: TBD	\$2,344.00	\$946.98	\$ 2,840.94
3	H80170	OCCASIONAL CYLINDER TABLE, 20" DIAMETER, 20" HIGH, HPL LAMINATE W/BLACK BASE	\$947.00	\$382.59	\$ 1,147.77
1	H105533	THREE SHELF LAMINATE BOOKCASE, 43"H X 36"W X13"D	\$760.00	\$307.04	\$ 307.04
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Terms of Sale: All Special Order Furniture is Non Returnable and Non Refundable Credit card sales subject to 3% processing fee All invoices past due 30 days are subject to 1.5% charge per month	Product Sub-total	\$ 44,458.27
	Total from page 2	\$ -
	Product Total	\$ 44,458.27
	Sales Tax	
	Delivery & Installation	\$ 800.00
	Fuel Surcharge	
	Grand Total	\$ 45,258.27

Authorized Signature _____ **Date** _____



May 2, 2024

Aileen Dickson
City Clerk
City of Troy
500 West Big Beaver Road
Troy, MI 48084

Subject: Appointment of Alternate

Dear Ms. Dickson:

Article VII of the Articles of Incorporation of SOCRRA provides that each municipality shall annually appoint a representative and an alternate to the Board of Trustees. This representative shall serve during the next fiscal year following his appointment and/or until his successor is appointed.

The present representative and alternate representative for the City of Troy are as follows:

<u>Representative</u>	<u>Alternate</u>
K. Bovensiep	A. Tebedo

It is requested that the City Commission, by resolution, appoint a representative and alternate representative to represent the City of Troy on the Board of Trustees of SOCRRA for the fiscal year beginning July 1, 2024.

Please forward a certified copy of this resolution to SOCRRA, 3910 W. Webster Road, Royal Oak, MI 48073-6764.

Very truly yours,

Eric L. Griffin
General Manager

ELG/cf



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: June 6, 2024

To: Robert J. Bruner, Acting City Manager

From: Megan E. Schubert, Assistant City Manager
Emily Frontera, Purchasing Manager
Frank A. Nastasi, Police Chief
Frank Shuler, Lieutenant

Subject: Interlocal Agreement for the Oakland County Tactical Consortium (Oak-TAC)

History

Pursuant to the Oakland County Chiefs' meeting held on February 9, 2009, the Oakland County Law Enforcement – Tactical Training Consortium (Oak – TAC) was established to coordinate a countywide training initiative to prepare Oakland County in the event of a major incident requiring a mutual aid response. As this workgroup has progressed, we have had a dedicated group of state, county, and local officers coming together in this joint effort.

The first phase of combined training took place during the summer and early fall of 2009. Over 700 police officers from several Oakland County agencies received training in the standardized method of handling civil disorders and civil disobedience such as riot and crowd control. This training, in Small Squad Tactics – Mobile Field Force, was initially conducted by the Michigan State Police, with many local agencies providing officers that would serve as instructors in the follow-up courses. This “Train-the-Trainer” model permitted the personnel expenses in conducting these classes to be shared by several agencies while ensuring a standardized method of response.

The second phase of training was the development of a protocol and coordination of training efforts of police officers in a standardized method of Rapid Deployment – Active Shooter Response. This phase took place during the summer of 2012. Since then several thousand Oakland County police officers have received training in the standardized method of handling Active Shooter Response Incidents.

Sharing these training resources has resulted in cost savings for each of the agencies. In 2021, the Michigan Commission on Law Enforcement Standards (MCOLES), the licensing body for all police officers in the state of Michigan, required that all police officers have Active Shooter Response training.

A proposed Interlocal Agreement formally establishing the Oakland County Tactical Consortium was prepared by the Troy City Attorney's Office in 2012. By-laws were drafted, along with a binder that must be entered into by any agency wishing to participate in this collaborative effort. The 2024 agreement has been updated with proposed amendments by Oakland County Emergency



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

Management Legal Counsel. Currently, the members of the committee are representatives of all 40 agencies in Oakland County.

Oak – TAC has secured grant funding that has permitted the purchase of equipment necessary to respond to any incident requiring a Small Squad Tactics – Mobile Field Force and Active Shooter .

Response. This equipment will be available to any agency that enters into the Interlocal agreement that is attached. Half of this specialized equipment in the City of Troy under our direction and the other half in the City of Pontiac, under the direction of the Oakland County Sheriff's Office.

Recommendation

It is recommended that the Interlocal Agreement be approved as written. By approving this document each of the participating agencies should see a reduction in training costs and access to specialized equipment necessary to respond to any incident requiring a Small Squad Tactics – Mobile Field Force response. It also provides training and equipment in response tactics to an Active Shooter critical incident.

Legal Review

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

OAKLAND COUNTY TACTICAL CONSORTIUM AGREEMENT

This Agreement is made and entered into by and among the undersigned entities, which are collectively referred to in this Agreement as the “Members” or individually as a “Member”.

In 2012, certain Members entered into an Interlocal Agreement Formally Establishing the Oakland County Tactical Training Consortium (OAK-TAC), and they now wish to amend and replace the existing agreement by executing this Agreement.

Members may include law enforcement agencies, other governmental entities, and non-governmental entities who share a common interest in the goals of OAK-TAC.

The purpose of this Agreement is to establish and document an organizational framework of collaboration and cooperation for OAK-TAC and its Members, who have a common interest in coordinating and standardizing training, communication, policies, and tactical response and recovery techniques.

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

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - a. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, exhibit and attachment.
 - b. **Board** means OAK-TAC’s Board of Directors.
 - c. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against a Member, or for which a Member may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
 - d. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - e. **Fiduciary Member** means a Non-Voting or Voting Member appointed by the Board.
 - f. **Non-Voting Member** means an OAK-TAC Member that signs this Agreement and is not a law enforcement agency in Oakland County.
 - g. **Voting Member** means an OAK-TAC Member that signs this Agreement and is a law enforcement agency in Oakland County.
2. **AGREEMENT EXHIBITS.** The attached Exhibit A, Oakland County Tactical Consortium Bylaws (“Bylaws”), and any amendments thereto, are incorporated into and part of this Agreement.

3. **PURPOSE & OBJECTIVES OF OAK-TAC.** The purpose and objectives of OAK-TAC are as follows:
 - a. to provide professional training and leadership to law enforcement personnel;
 - b. to establish and implement cooperative programs and activities for training and response in small squad tactics and use of weapons, such as, but not limited to, hostage situations, events requiring use of special weapons and tactics (“SWAT”), Mobile Field Force, active assailant and terrorist situations, and Homeland Security Defense;
 - c. to promote education and safety in the use of special tactics;
 - d. to establish a forum for the free exchange of ideas regarding training by various law enforcement personnel; and
 - e. to establish coordinated response and recovery protocols, policy recommendations, and training for significant events requiring a multi-agency law enforcement response, as permitted in the Mutual Aid Agreement implemented by the Oakland County Chiefs of Police organization.
4. **POWERS OF THE BOARD.** The Board of Directors shall have the power and duty to establish policies and procedures for meetings; to determine topics of training; to implement training programs; to select training instructors and personnel; to provide for equipment, protective gear and venues for training; to schedule dates and times for training; to establish criteria for those eligible for specific trainings; to establish communication protocol between multiple agencies; to resolve disputes between or among Members; and to call for investigations of incidents involving the Members. The Board shall also have any other power or duty that has not been delegated to the Members in this Agreement and in the Bylaws.
5. **NON-EXCLUSIVE TRAINING.** No Member is obligated by this Agreement to use OAK-TAC exclusively for training and is expressly allowed to train internally or participate in other training programs.
6. **FUNDING.** OAK-TAC and its Board of Directors are not legal entities, so the Board shall appoint a Fiduciary Member, according to the process herein. The Fiduciary Member shall receive any income generated by OAK-TAC through its Members’ dues and training events. The Fiduciary Member shall not decide the allocation of funds. The allocation of OAK-TAC funds shall be decided by the Board.
7. **NEW MEMBERSHIP.** An entity that wishes to become a Member of OAK-TAC must make its request to the Board Secretary. Membership shall be approved upon a two-thirds (2/3) vote of the Voting Members. If approved, that entity must become a signatory and execute this Agreement within 6 months of approval by the Board to become a Member of OAK-TAC.
8. **DUES.** All Members shall be responsible for annual dues. Different rates will be set for Non-Voting and Voting Members. The rates shall be set and approved upon a two-thirds (2/3) vote of the Voting Members.
9. **COMPENSATION.** No Members, including Board Members, shall receive any compensation from OAK-TAC for the performance of their duties. However, a Member may be reimbursed for costs that Member incurred as a result of business meetings or other expenses directly related to OAK-TAC activities, if such costs are approved by the Board.
10. **MEMBER INSURANCE REQUIREMENTS.** Each Member shall have adequate insurance or self-insurance coverage to protect it from any Claims arising under or related to this Agreement and its participation in OAK-TAC.

11. **REMOVAL OF MEMBERS.** A Member may be removed upon a two-thirds (2/3) vote of the Voting-Members. The removed Member shall not receive any refund or compensation from OAK-TAC.
12. **DURATION OF AGREEMENT.**
 - a. This Agreement and any amendments hereto shall be effective when executed by the Members. Voting and Non-Voting Members that are governmental entities must also have resolutions passed by their governing bodies, and this Agreement and any amendment must be filed in accordance with MCL 124.510. The approval and terms of this Agreement and any amendments hereto shall be entered into the official minutes of each governmental entities' governing bodies.
 - b. This Agreement shall remain in effect for so long as two or more Voting Members remain and the Agreement is not terminated in accordance with Section 13.b.
13. **TERMINATION OR CANCELLATION OF AGREEMENT.**
 - a. Any Member may terminate their participation in OAK-TAC and withdraw from OAK-TAC for any reason upon a minimum of 30 Days' written notice before the effective date of termination or cancellation. The written notice must be sent to all of the Board Members, and the effective date for termination or cancellation shall be clearly stated in the notice. The terminating Member shall not receive any refund or compensation from OAK-TAC.
 - b. This Agreement shall be terminated upon a unanimous vote of all Voting Members.
14. **ASSETS UPON TERMINATION.** Upon termination of this Agreement, any expenses or outstanding liabilities shall be paid with OAK-TAC's funds. Any remaining funds shall be distributed to the existing Members on an equitable basis, as determined by the Board.
15. **AGREEMENT MODIFICATION OR AMENDMENT.** Any modifications, amendments, restatements of this Agreement, rescissions, waivers, or releases to this Agreement must be in writing and agreed to by all Members. Unless otherwise agreed, the modification, amendment, reinstatement, rescission, waiver, or release shall be signed by the same persons who signed the Agreement or other persons authorized by law. Notwithstanding the language herein, an amendment to add an additional member pursuant to Section 7 shall only require the additional member to become a signatory to this Agreement and they must forward their signature page to the Board.
16. **NO EMPLOYER-EMPLOYEE RELATIONSHIP.** This Agreement does not establish an employer-employee relationship between the Members (including the Board). No liability, right, or benefit associated with any employer-employee relationship shall be implied by the terms of this Agreement or the services or training performed pursuant to this Agreement.
17. **LIABILITY FOR MEMBER EMPLOYEES.** Each Member shall be responsible and liable for any disability and workers' compensation benefits, including derivative benefits, dependent benefits or other benefits related to disability and workers' compensation benefits, for its own employees.
18. **COMPLIANCE WITH LAWS.** Each Member shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.
19. **PERMITS AND LICENSES.** Each Member shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform all of its obligations under this

Agreement. Upon request by the Board, a Member shall furnish copies of any permit, license, certificate, or governmental authorization to the Board.

20. **ASSURANCES.**

- a. **Responsibility for Claims.** Each Member shall be responsible for any Claims made against that Member by a third party, and for its own acts and the acts of its employees, agents, and subcontractors arising under or related to this Agreement.
- b. **Responsibility for Attorney Fees and Costs.** In any Claim that may arise from the performance of this Agreement, each Member shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- c. **No Indemnification.** No Member shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by any other Member or any of its agents in connection with any Claim.
- d. **Authorization and Completion of Agreement.** The Members have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Member have legal authority to sign this Agreement and bind the Members to the terms and conditions contained herein.

21. **DISCRIMINATION.** Members shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws.

22. **DELEGATION OR ASSIGNMENT.** No Member shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Members.

23. **RESERVATION OF RIGHTS.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Members. Nothing in this Agreement shall be construed as a waiver of governmental immunity for any Member.

24. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Members, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

25. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Member to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by any Member shall subsequently affect its right to require strict performance of this Agreement.

26. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

27. **CAPTIONS**. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
28. **NOTICE**. Any written notice required or permitted under this Agreement shall be considered delivered to a Member as of the date that such notice is deposited, with sufficient postage, with the U.S. Postal Service, or the next business day with a written response or receipt of confirmation, if sent by e-mail. Each Member is responsible for ensuring the Board has its updated physical and e-mail addresses for notice under this Agreement. The Board will maintain this list and provide it to a Member upon request.
29. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE**. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
30. **SURVIVAL OF TERMS**. The Members understand and agree that all terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
31. **COUNTERPARTS & ELECTRONIC SIGNATURE**. This Agreement, including any amendments, may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, and any amendments, it shall not be necessary to produce or account for more than one such counterpart executed by the Member against whom enforcement of this Agreement is sought. Signature to this Agreement transmitted by facsimile transmission, by electronic mail in portable format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.
32. **ENTIRE AGREEMENT**. This Agreement represents the entire agreement and understanding between the Members, and supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Members. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Member.

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

EXECUTED: _____ DATE: _____
David Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____
Oakland County Board of Commissioners
County of Oakland

OAKLAND COUNTY SHERIFF'S OFFICE

By: _____
Print Name: Michael J. Bouchard
Title: Sheriff
Date: _____

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

EXECUTED: _____ DATE: _____
Mayor Ethan D. Baker, The City of Troy

WITNESSED: _____ DATE: _____
M. Aileen Dickson, City Clerk

EXHIBIT A

BYLAWS OF OAKLAND COUNTY TACTICAL CONSORTIUM

ARTICLE I

Name, Purpose, and Definitions

- 1.1. Name. The name of this Consortium shall be the “Oakland County Tactical Consortium”, also referred to as “OAK-TAC”.
- 1.2. Purpose and Objectives. The purpose and objectives of OAK-TAC are as follows:
 - a. to provide professional training and leadership to law enforcement personnel;
 - b. to establish and implement cooperative programs and activities for training and response in small squad tactics and use of weapons, such as, but not limited to, hostage situations, events requiring use of special weapons and tactics (“SWAT”), Mobile Field Force, active assailant and terrorist situations, and Homeland Security Defense;
 - c. to promote education and safety in the use of special tactics;
 - d. to establish a forum for the free exchange of ideas regarding training by various law enforcement personnel; and
 - e. to establish coordinated response and recovery protocols, policy recommendations, and training for significant events requiring a multi-agency law enforcement response, as permitted in the Mutual Aid Agreement implemented by the Oakland County Chiefs of Police organizations.
- 1.3. Definitions. Any words or expressions defined in the Oakland County Tactical Consortium Agreement shall have the same meaning in these Bylaws.

ARTICLE II

Membership

- 2.1. Request for Membership. Any political subdivision in Oakland County that has law enforcement personnel and provides law enforcement services may be eligible to become a Voting Member of OAK-TAC. This includes colleges and universities in Oakland County that provide public safety coverage through the use of sworn police personnel. Any other legal entity whose membership would benefit OAK-TAC through training, partnerships, or other supporting functions, may be eligible to become a Non-Voting Member of OAK-TAC.

All requests for membership shall be made in writing to the Secretary of OAK-TAC stating the prospective member’s ability to meet all of the requirements set forth in the Agreement. The request must be made by an authorized signor from the prospective member.

- 2.2. Receipt of Membership Request. The Secretary shall send a copy of the request for membership to each Voting Member. The request shall appear on the agenda for discussion at the first regular or special meeting held after receipt of the request.
- 2.3. Approval. Approval of membership shall be granted upon a two-thirds (2/3) vote of the Voting Members. Upon approval, the prospective member can execute the Agreement in accordance with the terms therein to become a Member.
- 2.4. Removal. A Member may be removed upon a two-thirds (2/3) vote of the Voting-Members. The removed Member shall not receive any refund or compensation from OAK-TAC.
- 2.5. Withdrawal. Any Member may terminate their participation in OAK-TAC and withdraw from OAK-TAC for any reason upon a minimum of 30 Days' written notice before the effective date of termination or cancellation. The written notice must be sent to all of the Board Members, and the effective date for termination or cancellation shall be clearly stated in the notice. The terminating Member shall not receive any refund or compensation from OAK-TAC.
- 2.6. Representation. Each Voting Member shall be represented by its Sheriff, Chief of Police, Director of Public Safety, Chief Executive Officer, or a designee of the Sheriff, Chief of Police, Director of Public Safety, or Chief Executive Officer.
- 2.7. Voting. Each Voting Member, or designated representative, present at a meeting, shall have one (1) vote on all items brought before the Board for Voting Members, and must be present in person at the meeting to cast their vote.
- 2.8. No Compensation. No Members, including Board Members, shall receive any compensation from OAK-TAC for the performance of their duties. However, a Member may be reimbursed for costs that Member incurred as a result of business meetings or other expenses directly related to OAK-TAC activities, if such costs are approved by the Board.

ARTICLE III

The Board, the Officers, and the Fiduciary Member

- 3.1. Officers. The Board shall consist of the following Officers: President, Vice President, Secretary, Treasurer, and three Trustees.
- 3.2. Term of Office. Each Officer's term of office shall be from January 1st to December 31st of each year, until such successor is duly elected.
- 3.3. Election of Officers. The election of Officers shall be conducted at the first regularly scheduled meeting where a quorum is present after September 30th of each year. Officers elected before January 1st shall take office on January 1st. If there is not a quorum at a regularly scheduled meeting between September 30th and December 31st of any year, the Officers of OAK-TAC shall be elected at the first regularly scheduled meeting when a quorum is present after January 1st, and the Officers shall commence their terms immediately. Officers shall be elected by a majority vote of the Voting Members present and voting at a duly constituted meeting.

- 3.4. Vacancies. If an Officer vacates their position mid-term for any reason, nominations shall be made and voted on at the next regularly scheduled meeting or at a special meeting called by the President, or, in the President's absence, the Vice President of OAK-TAC.
- 3.5. Removal. An Officer may be removed from the Board with or without cause upon a two-thirds (2/3) vote of the Voting Members.
- 3.6. Duties of Officers. The President shall be the chief Officer of OAK-TAC. The President shall preside over all meetings of OAK-TAC and set the meeting agenda. The President shall call meetings as necessary, as requested by a majority of the Voting Members, or on an emergency basis. The President shall also have the power to appoint an at-large member or members to assist the Board with special projects or assignments during their term in office.

The Vice President shall assume the duties of the President if the President is absent or unavailable for any reason.

The Secretary shall assume the duties of the President if the President and the Vice President are absent or unavailable. The Secretary shall keep the records and minutes of OAK-TAC and shall provide each Member of OAK-TAC with a copy of the meeting minutes from the last meeting in advance of the next regularly scheduled meeting. The Secretary shall also maintain a roster of Members (with their physical and e-mail addresses), the Agreement, these Bylaws, and all other OAK-TAC documentation. It shall be the Secretary's duty to receive and acknowledge all communications of OAK-TAC, and perform such duties as assigned by the President.

The Treasurer shall be responsible for the management and oversight of the financial affairs, including facilitating the adoption of an annual budget, completing invoices, as well as reviewing and approving the payment of expenses by the Fiduciary Member.

The Trustees shall only have the power to vote.

- 3.7. Powers of the Board. The Board of Directors shall have the power and duty to establish policies and procedures for meetings; to determine topics of training; to implement training programs; to select training instructors and personnel; to provide for equipment, protective gear and venues for training; to schedule dates and times for training; to establish criteria for those eligible for specific trainings; to establish communication protocol between multiple agencies; to resolve disputes between or among Members; to call for investigations of incidents involving the Members. and to perform any other function stated in the Agreement and these Bylaws. The Board shall also have any other power or duty that has not been delegated to the Members in the Agreement and in these Bylaws.
- 3.8. The Fiduciary Member. The Fiduciary Member of OAK-TAC shall be appointed upon a two-thirds (2/3) vote of the Board. The Fiduciary Member shall be the custodian and sole depositor of OAK-TAC's funds and shall disburse such funds as herein authorized or upon approval of the Board. The Fiduciary Member shall render a complete summary of any income, disbursements, and balances, whenever requested by the Board, and to the Members at each regularly scheduled meeting. A written copy of the same shall be made available to any Member upon request.

ARTICLE IV

Meetings

- 4.1. Regular Meetings. Regular meetings of OAK-TAC shall be held on dates approved by the Board that shall allow the majority of Voting Members to attend.
- 4.2. Special Meetings. Special meetings of OAK-TAC may be called by the President, or by a majority vote of the Voting Members. The place and time shall be determined by the President. Members must receive at least five (5) days' notice with the place and time of the special meeting stated in the notice.
- 4.3. Rules of Order. The most recently published version of Robert's Rules of Order shall be the parliamentary authority of the Board and shall govern proceedings of the Board and its Committees. Bylaws adopted by the Board that conflict with Robert's Rules of Order shall supersede any conflicting rules.
- 4.4. Motions requiring special procedures. All proposed motions for termination of OAK-TAC or decisions regarding assessments and/or dues to each Member must be announced at a meeting at least one month prior to the meeting where a vote on such a motion is scheduled.
- 4.5. Quorum. Unless otherwise stated herein, a quorum shall be required for the conduct of any business at regular or special meetings. A quorum for an action of the Voting Members shall be the minimum number of Voting Members required to pass that item. A quorum for an action of the Board shall be five (5) Officers; however, unless otherwise stated herein, approval of any item before the Board shall only require a majority vote of the Board.
- 4.6. Attendance. Any Voting Member whose designated representative fails to attend three (3) consecutive meetings of OAK-TAC within one calendar year should be notified of such absences by the Secretary.
- 4.7. Fiduciary Duties. Members are under a fiduciary duty to conduct the activities and affairs of OAK-TAC in the best interests of OAK-TAC. The Members shall discharge this duty in good faith. In the event that any Members of OAK-TAC, including the Board, are faced with a conflict of interest between their fiduciary duty to OAK-TAC and the duty owed to their organization, those Members should refrain from voting on the issue that presents a conflict of interest.

ARTICLE V

Dues, Fees, and Other Charges

- 5.1. Dues. All Members will be responsible for annual dues. Different rates will be set for Non-Voting and Voting Members. The rates and due dates shall be set and approved upon a two-thirds (2/3) vote of the Voting Members.

- 5.2. Fees and Other Charges. Fees or other charges assessed by OAK-TAC, including any conditions of payment (i.e., due dates), shall be set and approved upon a two-thirds (2/3) vote of the Voting Members.
- 5.3. Failure to Pay. The failure of any Member to pay dues, fees, or other charges within ninety (90) days of the due date may result in that Member's forfeiture from OAK-TAC without a vote. Reinstatement shall be granted upon a two-thirds (2/3) vote of the Voting Members and payment of all arrears.
- 5.4. Annual Dues will not be Prorated. If new prospective members are accepted for Membership after the annual dues have been assessed for that year, they will not be responsible for the annual dues that year. The new Members will be responsible for annual dues starting the following year.

ARTICLE VI

Committees

Special Committees and Sub-Committees. The Board may establish such committees and sub-committees as necessary to conduct the OAK-TAC's business. Ad hoc committees may be established by a majority vote of the Board for short-term purposes; however, any committee whose active work continues for greater than one (1) year shall be considered a standing committee, except by majority vote of the Board. Standing committees may be established by a majority vote of the Board.

ARTICLE VII

Amendments

- 7.1. Requirements. These Bylaws may be amended at any regular or special meetings of the Board by a two-third (2/3) vote of the Voting Members and in the following manner:
 - a. Any Voting Member in good standing at a regular meeting may propose an amendment, alteration, revision, or addition to these Bylaws.
 - b. A written copy of the proposed amendment, alteration, revision, or addition shall be filed with the Secretary.
 - c. The Secretary shall include the proposed amendment, alteration, revision, or addition in the minutes, and read the proposal at two successive meetings, and it shall be voted upon at the second successive meeting.
- 7.2. Effective Date. Amendments to these Bylaws shall be effective thirty (30) days after they are approved; unless a longer period of time is designated by a majority vote of the Board.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: June 10, 2024
To: Honorable Mayor and City Council
From: Meg Schubert, Assistant City Manager
Dylan Clark, Assistant to the City Manager
Subject: City Manager Employment Agreement

Background

At the May 20, 2024 City Council meeting, resolution #2024-05-074-J-5 was adopted and reads as follows:

RESOLVED, that the Troy City Council hereby POSTPONES the presentation of the City Manager Employment Agreement to the June 10, 2024 meeting of Troy City Council.

Additional time is needed to develop the Employment Agreement.

Recommendation

City Management recommends council adopt the resolution provided, postponing the presentation of the Employment Agreement to the June 24, 2024 Troy City Council agenda.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: June 10th, 2024

To: Robert J. Bruner, Acting City Manager

From: Megan E. Schubert, Assistant City Manager
R. Brent Savidant, Community Development Director
G. Scott Finaly, City Engineer

Subject: Private Agreement – Contract for Installation of Municipal Improvements
Clean Express Car Wash - Project No. 24.905.3

History

Express Wash Concepts proposes to develop the Clean Express Car Wash located off of John R Road between 14 Mile and 15 Mile.

Troy Planning Commission granted preliminary site plan approval on November 14th, 2023.

Site grading and utility plans for this development were reviewed and recently approved by the Engineering Department. The plans include municipal improvements, which will be constructed by Express Wash Concepts on behalf of the City of Troy including: Water Main, Sanitary Sewer, Storm Sewer, Concrete Pavement & Sidewalk. The required fees and refundable escrow deposits in the form of a Performance Bond and 10% Cash, that will assure completion of the municipal improvements, have been provided by Express Wash Concepts (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.: **24.905.3**

Project Location: **SE 1/4 Section 35**

Resolution No: _____

Date of Council Approval: _____

This Contract, made and entered into this **10th** day of **June, 2024** by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and **Express Wash Concepts** whose address is **13375 National Road, Suite D, Etna, OH 43068** and whose telephone number is **(614) 751-9274** hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of **Water Main, Sanitary Sewer, Storm Sewer, Concrete Pavement & Sidewalk** in accordance with plans prepared by **The Mannik & Smith Group, Inc.** whose address is **607 Shelby St, Suite 300, Detroit, MI 48226** and whose telephone number is **(614) 441-4222** 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 \$ **384,548.28**. This amount will be deposited with the City in the form of (check one):

Cash/Check

Certificate of Deposit & 10% Cash

Irrevocable Bank Letter of Credit & 10% Cash

Performance Bond & 10% Cash

10% Cash \$38,454.70

Refundable cash deposit in the amount of \$ **83,957.00**. This amount will be deposited with the City in the form of (check one):

Cash

Check

Non-refundable cash fees in the amount of \$ **738.58**. This amount will be paid to the City in the form of (check one):

Cash

Check

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

City Of Troy

Contract for Installation of Municipal Improvements (Private Agreement)

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

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


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

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate on this 31 day of MAY, 2024.

OWNERS

By:



*
Its: CDO

Please Print or Type

NA

*
Its: _____

Please Print or Type

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 31st day of May, A.D. 2024, before me personally appeared Craig Vanbremen 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, Charlottesville, Virginia ~~Michigan~~

My commission expires: 05/31/2027

Acting in Albemarle County, Virginia ~~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: PPC24.905.3

Engineering Department
TO SCHEDULE INSPECTION CALL
INSPECTION LINE: (248) 680-7221

500 W. Big Beaver Road
 Troy, Michigan 48084
 Hours: Mon-Fri 8am - 4:30pm

Fax: (248) 524-1838
 www.troymi.gov

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

Location
 100 W FOURTEEN MILE
 88-20-35-401-001 Lot:
 Subdivision:
 Project No:

Permittee/Owner
 14 MILE & JOHN R HOLDINGS,
 2600 W BIG BEAVER STE 410
 TROY MI 48084

Issued: Expires:

Applicant
 EXPRESS WASH CONCEPTS

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

2600 W BIG BEAVER
 Troy MI 48084
 (248) 342 1426

Work Description: NEW CAR WASH - AUTOMATIC CONVEYOR CARWASH WITH ASSOCIATED PARKING AND OUTDOOR VACUUMS OAKLAND MALL OUTLOT

Stipulations: NO DETENTION REQUIRED

Work will meet all codes and inspections.

Category	Permit Item	Acreage/Qty
Escrow Deposits	Sanitary Sewers	46,383.00
Escrow Deposits	Water Mains	21,634.21
Escrow Deposits	Storm Sewers	263,595.39
Escrow Deposits	Grading	45,818.40
Escrow Deposits	Temporary Access Road	5,000.00
Cash Fees (Non-Refundable)	Water Main Testing/Chlorination PA2	11.00
Escrow Deposits	Pavement	2,117.28
Cash Fees (Non-Refundable)	arkers - Full Range	2.00
Cash Deposits (Refundable)	Construction Engineering (CE)	384,547.00
Cash Deposits (Refundable)	Sidewalks	2,695.00
Cash Deposits (Refundable)	ROW Restoration	507.00
Cash Deposits (Refundable)	Repair & Maintenance-Public Streets	1.00
Cash Deposits (Refundable)	Punchlist & Restoration	384,547.00

Amount Due: **0.00**
PAID IN FULL



Project Construction

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

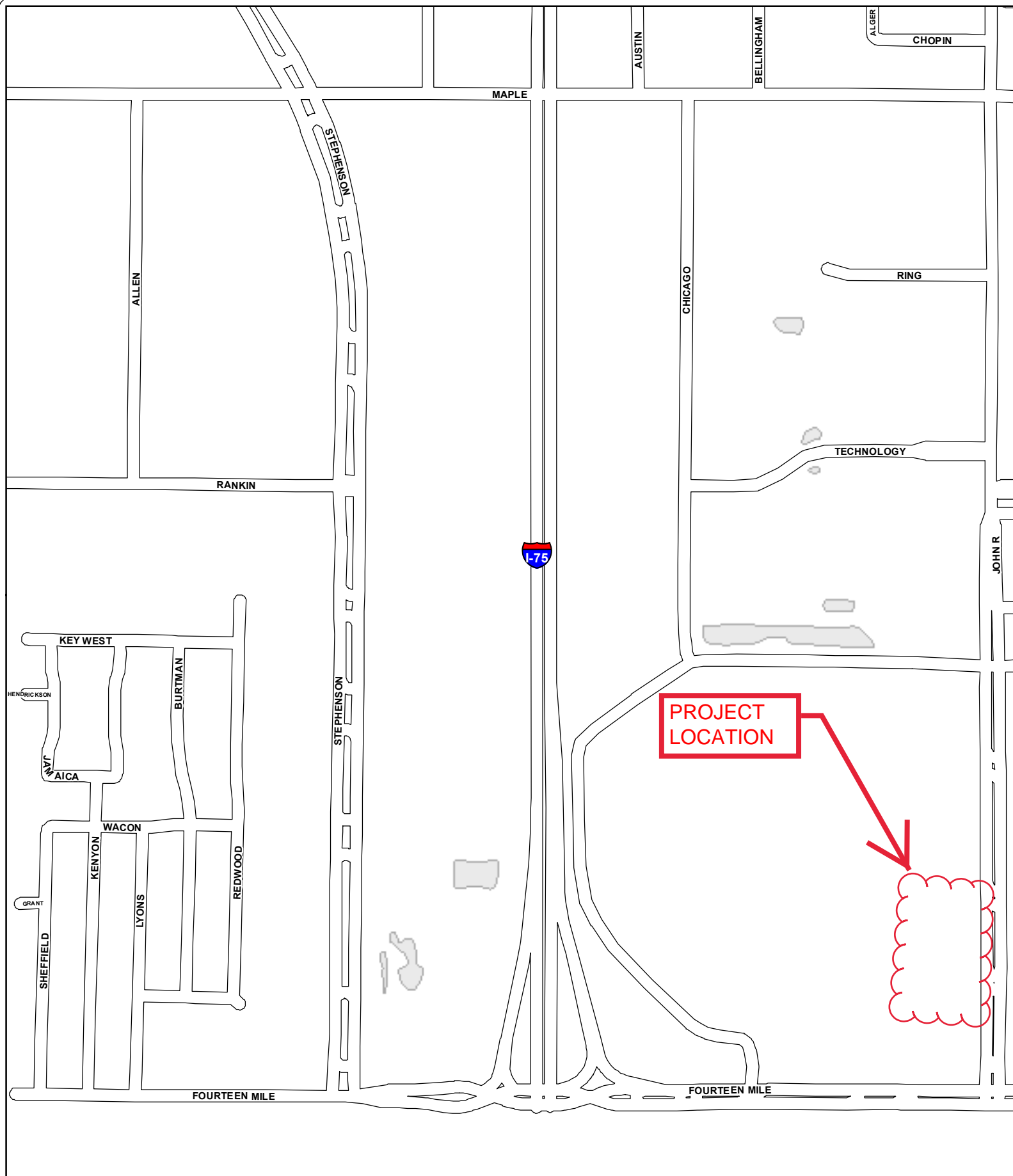
- 1) **INTENT:** Since a permit will have to be secured from the City prior to the start of any construction or maintenance operations proposed by this application, it is the intent of these supplemental specifications to be incorporated as part of the plans or specifications required for this proposed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

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

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

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

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





500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: May 23, 2024

To: Robert J. Bruner, Acting City Manager

From: Megan E. Schubert, Assistant City Manager
R. Brent Savidant, Community Development Director
G. Scott Finlay, City Engineer
Larysa Figol, Sr. Right-of-Way Representative

Subject: Request to Vacate a Reserved Public Utility Easement, John R Garden Subdivision

History

On June 20, 1983, City Council vacated a platted 18-foot alley subject to the retention of a public utility easement over a portion of the alley to be vacated (Resolution #83-553, recorded in L8421, P680). The reserved easement encumbers parcels identified by Sidwell #88-20-26-433-020 and -021. The properties are located in Section 26 at the south corner of John R and Larchwood.

The Kroger Company has proposed the building of a gas station that includes development over three vacant parcels at John R and Larchwood. Staff reviewed any current or future necessity to retain the reserved easement and has determined it could be vacated to allow for development. To ensure that no public utilities are currently utilizing the easement area, the developers conducted a ground penetrating survey to prove the area is devoid of any utility improvements.

A Special Use Approval application was submitted by the Kroger Co., and property owner Bostick Real Estate, LLC. The Planning Commission approved the application on June 27, 2023. All parcels are found within John R Gardens Subdivision and zoned IB – Integrated Industrial Business District.

Financial

The consideration amount on this document is \$1.00.

Recommendation

Staff recommends that City Council vacate the previously retained easement rights by granting a Quit Claim Deed to the current owner releasing those easement rights retained in Resolution #83-553 and recorded in Liber8421, P680.

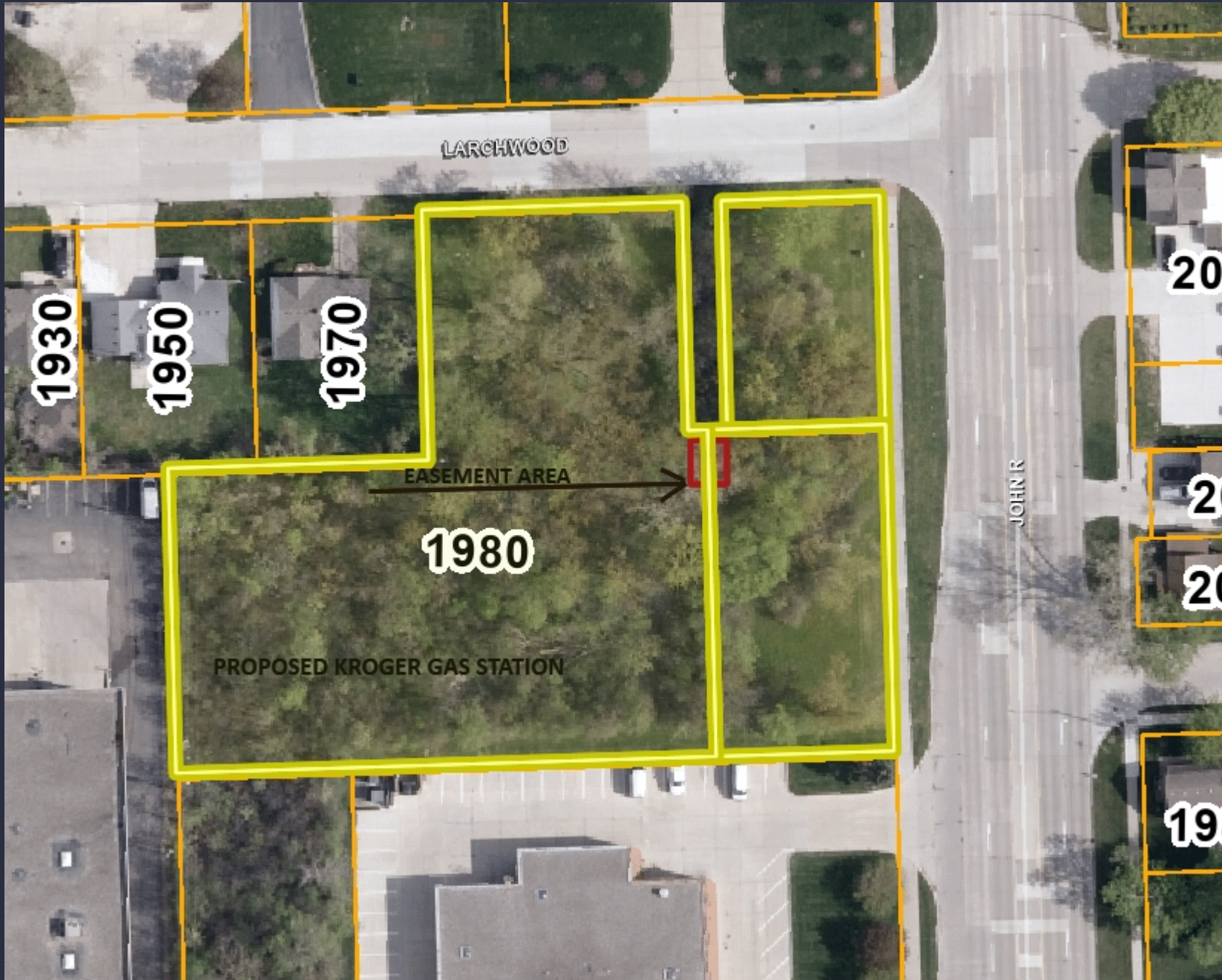
Legal Review

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



GIS Online

Legend:



Notes:

- Reserved Easement Vacation
- Proposed Kroger Gas

Map Scale: 1=89
Created: May 14, 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.

QUIT CLAIM DEED

Sidwell # 20-32-200-032 (pt)
Resolution #

The **CITY OF TROY**, a Michigan municipal corporation, Grantor, whose address is 500 West Big Beaver, Troy, MI 48084 quit claims to **BOSTICK REAL ESTATE, LLC**, a Michigan limited liability company, Grantee, whose address is 803 West Big Beaver, Ste 100, Troy, MI 48084, the following described premises situated in the City of Troy, County of Oakland and State of Michigan:

An existing 18 feet wide Public Utility Easement recorded in Liber 8421, Page 680 of Oakland County Records, being part of the vacated platted alley of, "John R. Garden Subdivision", as recorded in Liber 31, Page 8, being Part of the East 1/2 of the Southeast 1/4 of Section 26, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan records, being more particularly described as:
Commencing at the northwest corner of Lot 65 of said "John R. Garden Subdivision"; thence South 00 degrees 15 minutes 00 seconds West, along the west line of said Lot 65, also being the east line of platted alley, 4.00 feet to the Point of Beginning of said easement; thence, continuing, South 00 degrees 15 minutes 00 seconds West, along said line, 12.00 feet; thence West 18.00 feet to the west line of platted alley; thence North 00 degrees 15 minutes 00 seconds East, along said west line, 12.00 feet; thence East 18.00 feet to the Point of Beginning, containing 216.00 square feet, more or less.

For the sum of One Dollar (\$ 1.00)

Dated this _____ day of May, 2024.

CITY OF TROY,
a Michigan municipal corporation

By _____
* Ethan D. Baker, Mayor

By _____
* M. Aileen Dickson, City Clerk

STATE OF _____)
COUNTY OF _____)

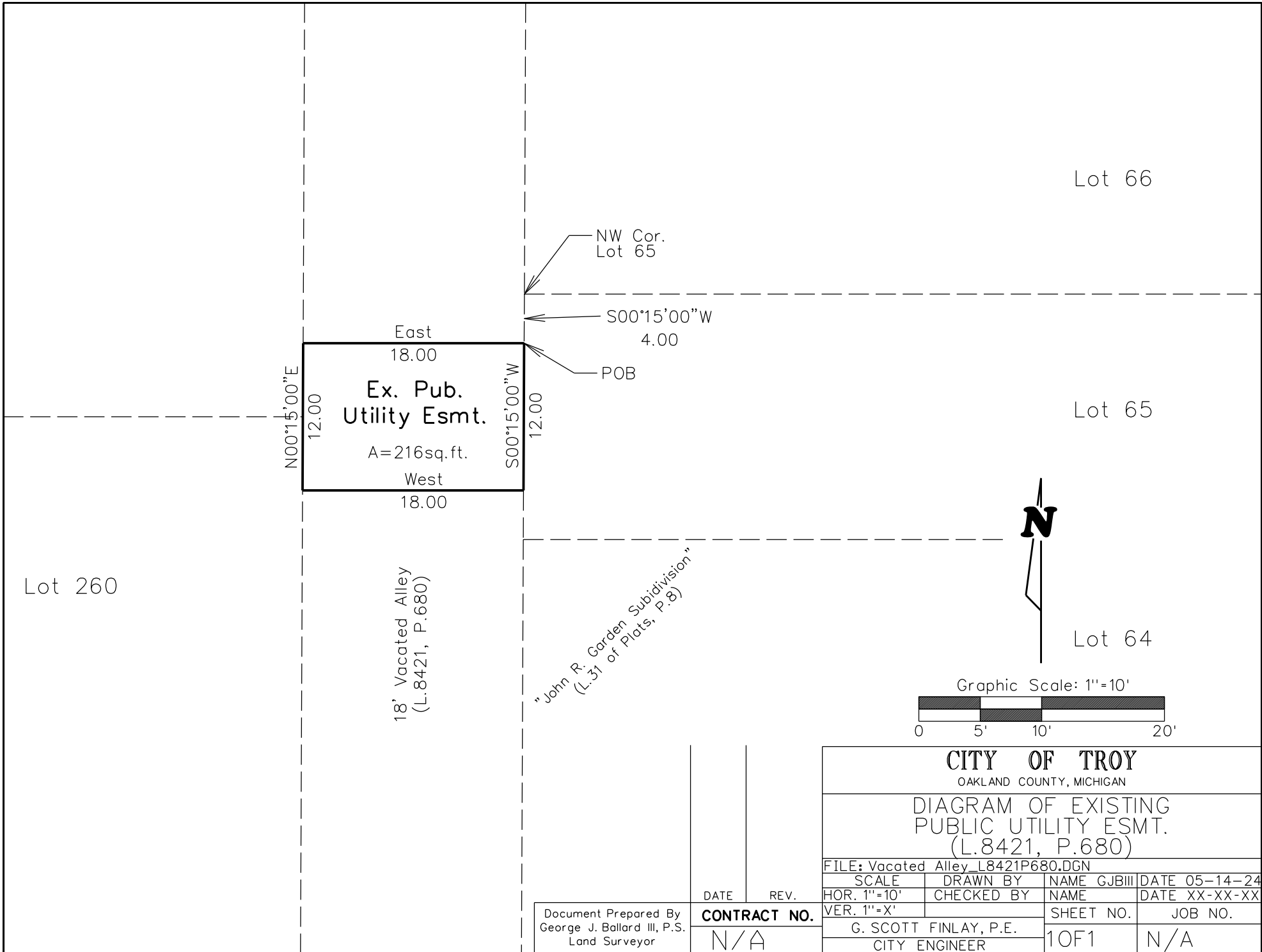
The foregoing instrument was acknowledged before me this _____ day of May, 2024 by Ethan D. Baker, Mayor and M. Aileen Dickson, City Clerk of the City of Troy, a Michigan municipal corporation, on behalf of the municipal corporation.

*
Notary Public, _____ County
My commission expires: _____
Acting in _____ County, _____

When recorded return to: City Clerk City of Troy 500 West Big Beaver Troy, MI 48084	Send subsequent tax bills to: Grantee	Drafted by: Larysa Figol City of Troy 500 West Big Beaver Troy, MI 48084
---	--	--

Tax Parcel # _____ Recording Fee _____ Transfer Tax _____

*TYPE OR PRINT NAMES UNDER SIGNATURES



N00°15'00"E
12.00

East
18.00
**Ex. Pub.
Utility Esmt.**
A=216sq.ft.
West
18.00

S00°15'00"W
12.00

NW Cor.
Lot 65

S00°15'00"W
4.00

POB

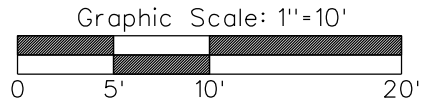
Lot 66

Lot 65

Lot 260

18' Vacated Alley
(L.8421, P.680)

"John R. Garden Subdivision"
(L.31 of Plats, P.8)



CITY OF TROY
OAKLAND COUNTY, MICHIGAN

DIAGRAM OF EXISTING
PUBLIC UTILITY ESMT.
(L.8421, P.680)

FILE: Vacated Alley_L8421P680.DGN			
SCALE	DRAWN BY	NAME GJBIII	DATE 05-14-24
HOR. 1"=10'	CHECKED BY	NAME	DATE XX-XX-XX
VER. 1"=X'	SHEET NO.		JOB NO.
G. SCOTT FINLAY, P.E. CITY ENGINEER		10F1	N/A

Document Prepared By
George J. Ballard III, P.S.
Land Surveyor

DATE _____ REV. _____
CONTRACT NO.
N/A

JULY 19 83

8421

#83-553
6-20-83

83 59739

2-11
46

At a Regular meeting of the Council of the City of Troy held Monday, June 20, 1983, at City Hall, 500 West Big Beaver, Troy, Michigan:

PRESENT: Doyle, Husk, Liebrecht, Pallotta
Schilling, Stine, Taucher

ABSENT: None

The following resolution was offered and approved:

RESOLVED, That the 18 foot wide alley (125 feet in length) lying west of and parallel to John R Road, and extending north from Arthur, abutting lots 60 through 65 and lot 260 of John R Gardens Subdivision, (Liber 31, Page 8 of the recorded plats of Oakland County, Michigan), T2N, R11E, Section 26 of the City of Troy, is hereby vacated subject to the retention of a public utility easement over the South 12' of the North 16' of that portion being vacated;

BE IT FURTHER RESOLVED, that the City Clerk shall forward and record a certification of this resolution in accordance with Sections 256 and 257 of Act 288 of Michigan Public Acts of 1967, as amended.

Yeas: All-7

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Troy, County of Oakland, Michigan, at a Regular meeting duly called and held on Monday, the twentieth day of June, 1983.

20.26-483-000
ENT 31008

Kenneth L. Courtney
Kenneth L. Courtney
City Clerk

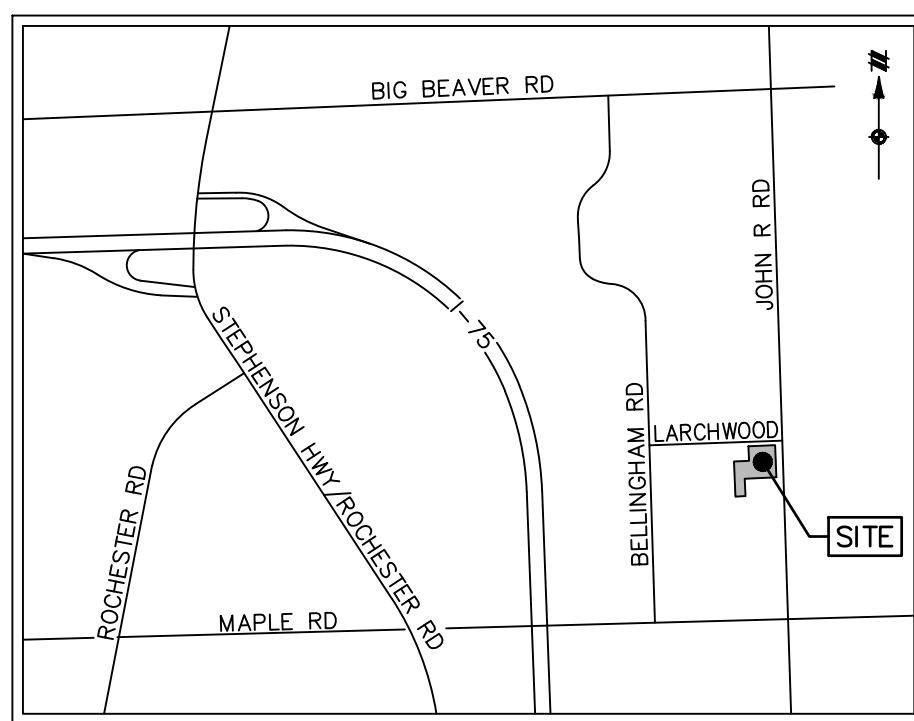
JUN 20 1983
6:09

①
S

When recorded return to:
Troy City Clerk
500 W. Big Beaver
Troy, Michigan 48064-5285

370
JL

ALTA/NSPS LAND TITLE SURVEY



VICINITY MAP
NOT TO SCALE

SITE BENCHMARKS:

BM #1: ARROW ON FIRE HYDRANT IN WEST RIGHT OF WAY OF JOHN R ROAD
ELEVATION: 642.00 (NAVD88)

BM #2: ARROW ON FIRE HYDRANT IN NORTH RIGHT OF WAY OF LARCHWOOD DRIVE
ELEVATION: 641.57 (NAVD88)

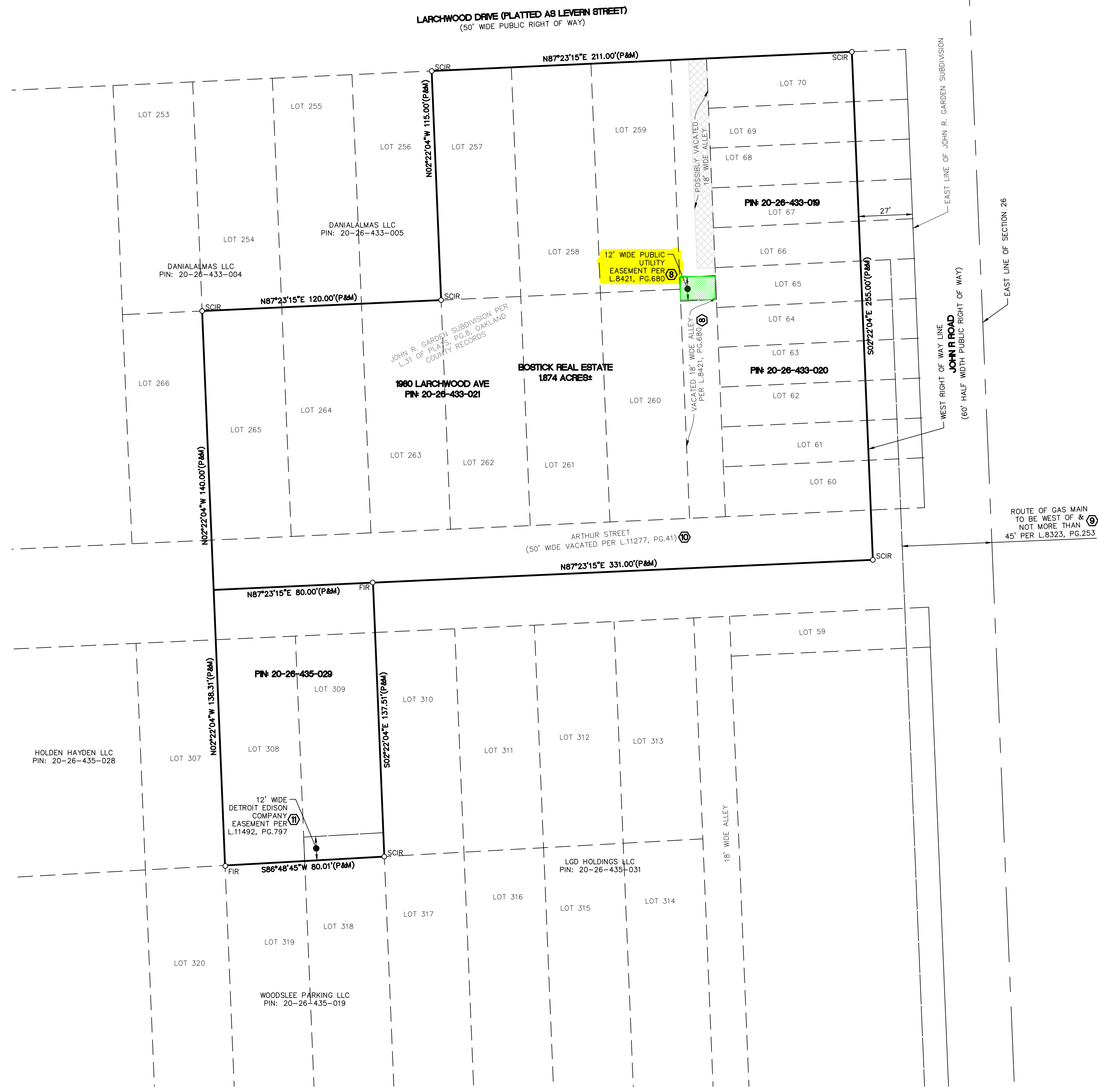


EXHIBIT "A" DESCRIPTION PER ALTA COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, ISSUING AGENT: AMROCK, LLC, COMMITMENT NUMBER: C000126451, COMMITMENT DATE: AUGUST 9, 2023:

THE FOLLOWING DESCRIBED PREMISES SITUATED IN THE CITY OF TROY, COUNTY OF OAKLAND AND STATE OF MICHIGAN:

LOTS 60 THRU 70 INCLUSIVE, EXCEPT THE EAST 27 FT, ALSO 1/2 OF VACATED ALLEY ADJACENT TO LOTS 60 THRU 65, ALSO 1/2 OF VACATED ARTHUR AVE, ADJACENT TO LOT 60, EXCEPT THE EAST 27 FEET, ALL IN JOHN R. GARDEN SUBDIVISION AS RECORDED IN LIBER OF PLATS 31, PAGE 8 OF OAKLAND COUNTY RECORDS.

AND
THE FOLLOWING DESCRIBED PREMISES SITUATED IN THE CITY OF TROY, COUNTY OF OAKLAND AND STATE OF MICHIGAN:

LOTS 257, 258, 259, 260, 261, 262, 263, 264, 265 OF JOHN R. GARDEN SUBDIVISION, AS RECORDED IN LIBER 31, PAGE 8 OF PLATS, OAKLAND COUNTY RECORDS. TOGETHER WITH THE ONE HALF VACATED ALLEY ADJACENT TO LOT 259 AND 260 AND ONE HALF OF VACATED ARTHUR AVE ADJACENT TO LOTS 260 TO 265.

LOTS 308 AND 309 OF JOHN R. GARDEN SUBDIVISION, AS RECORDED IN LIBER 31, PAGE 8 OF PLATS, OAKLAND COUNTY RECORDS.

SCHEDULE B, PART II - EXCEPTIONS PER ALTA COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, ISSUING AGENT: AMROCK, LLC, COMMITMENT NUMBER: C000126451, COMMITMENT DATE: AUGUST 9, 2023:

7. INTEREST OF JOHN P. LOSIER AS EVIDENCED IN WARRANTY DEED RECORDED NOVEMBER 5, 1979 IN LIBER 7663, PAGE 621. (AS TO LOTS 257, 258, 259) NOTE: JOHN P. LOSIER HAD A LAND CONTRACT INTEREST IN INSTRUMENT RECORDED JUNE 28, 1968 IN LIBER 5208, PAGE 182. JOHN AND GENE LOSIER DIVORCED AND HE ASSIGNED HIS LAND CONTRACT INTEREST AND QUIT CLAIMED HIS INTEREST IN LIBER 5920, PAGE 846 AND LIBER 5920, PAGE 847. JOHN P. LOSIER INTEREST WAS RECREATED IN THE SATISFACTION OF THE LAND CONTRACT IN LIBER 7663, PAGE 621. JOHN P. LOSIER NEVER DEEDS OUT AFTER LIBER 7663, PAGE 621.

8. RESOLUTION RECORDED JULY 19, 1983 IN LIBER 8421, PAGE 680. RESPONSE: AS SHOWN HEREON.

9. RIGHT OF WAY GRANTED TO CONSUMERS POWER COMPANY, RECORDED FEBRUARY 16, 1983 IN LIBER 8323, PAGE 253. (AS TO LOTS 60 THROUGH 65) RESPONSE: AS SHOWN HEREON.

10. RESOLUTION RECORDED FEBRUARY 28, 1990 IN LIBER 11277, PAGE 41. RESPONSE: VACATED STREET AS SHOWN HEREON. EASEMENT LOCATED SOUTH OF SUBJECT PROPERTY.

11. REAL ESTATE AND RIGHTS OF WAY JOINT OVERHEAD AND UNDERGROUND RIGHT OF WAY AGREEMENT GRANTED TO THE DETROIT EDISON COMPANY, MICHIGAN BELL TELEPHONE COMPANY AND UNITED CABLE TELEVISION OF OAKLAND COUNTY, LTD., RECORDED AUGUST 1, 1990 IN LIBER 11492, PAGE 797. (LOT 309) RESPONSE: AS SHOWN HEREON.

13. EASEMENTS, RESTRICTIONS AND SET BACK LINES, AS SHOWN ON THE PLAT RECORDED IN LIBER 31, PAGE 8 OF PLATS. RESPONSE: COVERS SUBJECT PROPERTY AND ADDITIONAL LAND.

SURVEYOR'S CERTIFICATE

TO: -FIRST AMERICAN TITLE INSURANCE COMPANY
-AMROCK, LLC
-KROGER

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(b), 7(c), 7(b)(1), 8, 9, 11(c), 11(b), 13, 17, 21 AND 22 (LOCATIONS/ELEVATION OF SOIL BORINGS) OF TABLE A THEREOF.

FIELD WORK WAS COMPLETED ON NOVEMBER 16, 2022.

MICHAEL D. EMBREE
PROFESSIONAL SURVEYOR NO. 4001056860
MEMBREE@ATWELL-GROUP.COM
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MICHIGAN 48076
248.447.2000

DATE _____

NOTES:

- BEARINGS ARE BASED ON MICHIGAN STATE PLANE COORDINATES (NAD83), SOUTH ZONE, GROUND DISTANCES, INTERNATIONAL FEET. MEASURED BEARINGS AS SHOWN DIFFER FROM RECORD TITLE BEARINGS. VERTICAL DATUM IS BASED ON NAVD88.
- THE SITE SHOWN HEREON IS LOCATED WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN) ACCORDING TO MAP NUMBER 26125C0561G OF THE FLOOD INSURANCE RATE MAP, EFFECTIVE DATE JANUARY 16, 2009.
- WATER MAIN, STORM SEWER, SANITARY SEWER AND FRANCHISE UTILITY STRUCTURES HAVE BEEN FIELD LOCATED WHERE VISIBLE. UTILITY AND AS-BUILT MAPS HAVE BEEN REQUESTED AND SOME MAPS HAVE BEEN RECEIVED AT DATE OF THIS SURVEY. FRANCHISE UTILITY MAPS HAVE BEEN REQUESTED FROM THE APPROPRIATE FRANCHISE COMPANIES, BUT NOT ALL MAPS HAVE BEEN RECEIVED AT DATE OF SURVEY.

NOTE: THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED.

NOTE TO THE CLIENT, INSURER, AND LENDER - WITH REGARD TO TABLE A, ITEM 11, SOURCE INFORMATION FROM PLANS AND MARKINGS WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES PURSUANT TO SECTION 5.E.IV. TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE, IN WHICH CASE THE SURVEYOR SHALL NOTE ON THE PLAT OR MAP HOW THIS AFFECTED THE SURVEYOR'S ASSESSMENT OF THE LOCATION OF THE UTILITIES. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION AND/OR A PRIVATE UTILITY LOCATE REQUEST MAY BE NECESSARY.

- ZONING LETTER OR REPORT NOT PROVIDED AT THE DATE OF THE SURVEY.
- THERE WAS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- THERE WAS OBSERVED EVIDENCE OF SOIL BORINGS AT THE DATE OF SURVEY.
- THE SURVEYED PROPERTY CONTAINS NO PARKING STALLS AT THE DATE OF THE SURVEY.

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

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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866.850.4200 www.atwell-group.com
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
248.447.2000

SECTION 26	TOWN 2 NORTH, RANGE 11 EAST	CITY OF TROY	OAKLAND COUNTY, MICHIGAN												
CLIENT	THE KROGER COMPANY ALTA/NSPS LAND TITLE SURVEY														
DATE	11/14/2022														
REVISIONS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>02/20/2023</td> <td>REV. PER TITLE</td> <td></td> </tr> <tr> <td>03/16/2023</td> <td>ADDITIONAL TOPO</td> <td></td> </tr> <tr> <td>09/02/2023</td> <td>REV. PER TITLE</td> <td></td> </tr> </table>			NO.	DATE	DESCRIPTION	02/20/2023	REV. PER TITLE		03/16/2023	ADDITIONAL TOPO		09/02/2023	REV. PER TITLE	
NO.	DATE	DESCRIPTION													
02/20/2023	REV. PER TITLE														
03/16/2023	ADDITIONAL TOPO														
09/02/2023	REV. PER TITLE														
SCALE	<p>1" = 30 FEET</p>														
DR. JR. GH. ME.	P.M. M. EMBREE														
BOOK	NA														
JOB	22004415														
SHEET NO.	1 OF 2														

CAD FILE: 22004415TP-01.DWG



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: June 5, 2024

To: Robert J. Bruner, Acting City Manager

From: Meg Schubert, Assistant City Manager
M. Aileen Dickson, City Clerk

Subject: Request for Approval of Satellite Clerk’s Office and Other Election Services – August 6, 2024 Primary Election

City Management is requesting approval of additional times for the City Clerk’s Office to offer election services to Troy voters. Michigan Election Law (MCL 168.761b) requires local clerks to obtain approval from the governing body at least 30 days in advance of the election date for additional times or places that certain election services are offered. Also, clerks are required to notify the Bureau of Elections of those times or places, and post the times and places in a public notice. The City Clerk’s Office will publicize these times and the address for the Troy Community Center, Troy Public Library and City Hall on an official public notice, but also on social media, on the City website, and other forms of media.

With the help of the Kayla McKaig, Marketing Coordinator in the City Manager’s Office, we have created “Vote YOUR Way” posters to be placed prominently in the Community Center, Library and City Hall in multiple locations. These posters provide the dates and times for early voting, but also provide the elections website for voters who may need more information about absentee voting or precinct voting. “Vote YOUR Way” is our messaging theme that Ms. McKaig designed for us that began with the early voting postcard “More Ways to Vote” mailed in the fall of 2023. The message of “Vote YOUR Way” is that early, precinct and absentee voting are all equally legal, secure, and valid options for voters.

The Troy City Clerk’s Office is planning another Satellite Office at the Troy Community Center during the weekend hours of early voting prior to the August election. The Satellite Office will offer in-person voter registration, and other election-related services such as absentee ballot issuing and receiving, to Troy voters in a meeting room directly across the hall from the Early Voting Center. Troy voters will be able to register to vote at the Satellite Office, then have the convenience of early voting right across the hall. Michigan Election Law requires that City Council approve the establishment of the Satellite Office at least 30 days in advance. The dates and times of the proposed Satellite Office are:

Troy City Clerk Satellite Office
Location: Room 302, Troy Community Center
Saturday, July 27, 2024: 8:30AM-4:30PM
Sunday, July 28, 2024: 8:30AM-4:30PM
Saturday, August 3, 2024: 8:30AM-4:30PM
Sunday, August 4, 2024: 8:30AM-4:30PM



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Other extended hours and important dates and times to note for the August 6, 2024 Primary:

There will be a Drive-thru Clerk's Office on Thursday, August 1, 2024 from 5:00PM-8:00PM at the east entrance of City Hall. The City Clerk's Office will offer in-person voter registration, absentee ballot services, and other election-related services, while voters remain comfortably in their vehicles. (Our drive-thru at City Hall takes place during the same late hours as early voting at the Community Center.)

The City Clerk's Office (2nd floor of City Hall) will be open for election-related services on Saturday, August 3, 2024 from 8:00AM-4:00PM. Michigan Election Law requires that all city and township clerks' offices be open for election services a total of 8 hours during the weekend prior to each election day. Troy's required pre-election weekend hours are always on that Saturday, from 8:00AM-4:00PM. (The Satellite Clerk's Office in the Community Center will also be open during this time.)

On/before June 22 – Ballots must be sent to any military/overseas voters with FPCA already on file
Beginning June 27 – Absentee ballots available to voters arriving in-person at City Clerk's Office
Week of June 24 – Clerk's Office conducts preliminary testing of ballots and tabulators
July 1 – Clerk's Office begins mailing absentee ballots to voters
July 1-August 2 – Absentee ballots available by mail or in-person
July 22 – Last day to register to vote by mail or online and be eligible to vote August 6th
July 23-August 6th – Voters wishing to vote August 6th must register in-person at the City Clerk's Office
July 27-August 4th – Early Voting available at Troy Community Center, rooms 304-305
July 27,28, August 3,4 – City Clerk's Satellite Office open at Troy Community Center, room 302
July 25, 10:00AM – Clerk's Office conducts public accuracy test in City Hall
August 1, 2024, 5:00-8:00PM – Drive-thru Clerk's Office at City Hall east entrance
August 5, 8:00AM-4:00PM – Last time to obtain absentee ballot
Election Day: Tuesday, August 6, 2024 – polls open 7:00AM-8:00PM

Financial

There is no additional financial impact for the City of Troy to offer these services to Troy residents and voters.

Recommendation

City Management requests City Council approve the establishment of the City Clerk's Satellite Office hours for the August 6, 2024 Primary Election, as required by Michigan Election Law.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: May 31, 2024
To: Honorable Mayor and City Council Members
From: Lori Grigg Bluhm, City Attorney
Subject: Scott Stoglin, John Milliron, Peter Dungjen & Joel Barthlow v. City of Troy

Attached please find a lawsuit filed by retired volunteer firefighters Scott Stoglin, John Milliron, Peter Dungjen, and Joel Barthlow against the City of Troy. This case was filed by their attorneys, Ren Nushaj and Carrah Crofton-Wloszek, in the Oakland County Circuit Court and assigned to Judge Martha D. Anderson.

The complaint alleges that the City violated the Freedom of Information Act in responding to their individual document requests, which they submitted on February 15, 2024. The City timely responded to the Freedom of Information Requests on March 11, 2024, providing some documents but also claiming exemptions and/or the non-existence of requested documents. Plaintiff is seeking an order compelling the City to produce any and all communications or directives or rulings or agreements between the City and the IRS concerning the Volunteer Firefighters Incentive Plan/ Irrevocable Trust; and also any and all calculations made in relation to the Volunteer Firefighters Incentive Plan/ Irrevocable Trust. The Complaint seeks injunctive and declaratory relief, as well as a reimbursement of Plaintiff's attorney fees, and any other relief the Court deems appropriate.

The proposed resolution authorizes our departmental representation of the City's interests. Please let me know if you have any questions or concerns.

STATE OF MICHIGAN	SUMMONS	CASE NO.
6th Oakland		2024-207391-CZ JUDGE MARTHA D.

Court address 1200 N. Telegraph Rd., Pontiac, MI 48341	ANDERSON Court telephone no. 248-858-0344
---	---

Plaintiff's name, address, and telephone no.
SCOTT STOGLIN, JOHN MILLIRON,
PETER DUNGJEN, and JOEL BARTHLOW

Defendant's name, address, and telephone no.
CITY OF TROY
500 W. Big Beaver Rd.
Troy, MI 48084
Phone: (248) 524-3320

v

MO, MAY 20 '24 AM 8:11

Plaintiff's attorney, bar no., address, and telephone no.
REN NUSHAJ (P72986)
CARRAH CROFTON-WLOSZEK (P73119)
Attorneys for Plaintiff
5960 Livernois Rd.
Troy, MI 48098 Phone: (248) 649-1000

This case has been designated as an eFiling case, for more information please visit www.oakgov.com/efiling.

Instructions: Check the items below that apply to you and provide any required information. Submit this form to the court clerk along with your complaint and, if necessary, a case inventory addendum (MC 21). The summons section will be completed by the court clerk.

Domestic Relations Case

- There are no pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.
- There is one or more pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint. I have separately filed a completed confidential case inventory (MC 21) listing those cases.
- It is unknown if there are pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.

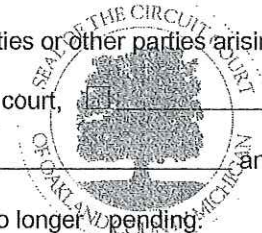
Civil Case

- This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035.
- MDHHS and a contracted health plan may have a right to recover expenses in this case. I certify that notice and a copy of the complaint will be provided to MDHHS and (if applicable) the contracted health plan in accordance with MCL 400.106(4).
- There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has

been previously filed in this court, _____ Court, where

it was given case number _____ and assigned to Judge _____

The action remains is no longer pending.



Summons section completed by court clerk.

SUMMONS

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

- You are being sued.
- YOU HAVE 21 DAYS** after receiving this summons and a copy of the complaint to **file a written answer with the court** and serve a copy on the other party **or take other lawful action with the court** (28 days if you were served by mail or you were served outside of Michigan).
- If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
- If you require accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Issue date 5/13/2024	Expiration date* 08/12/2024	Court clerk Lisa Brown
-------------------------	--------------------------------	---------------------------

*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

FILED Received for Filing Oakland County Clerk 5/13/2024 12:00 PM

This case has been designated as an eFiling case, for more information please visit www.oakgov.com/efiling.

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

SCOTT STOGLIN, JOHN MILLIRON,
PETER DUNGJEN, and JOEL BARTHLOW,

2024-207391-CZ

JUDGE MARTHA D. ANDERSON
MAY 20 '24 AM 9:11

Plaintiffs,

v.

Hon:
Case No.

CITY OF TROY,

A Municipal Corporation,

REN NUSHAJ (P72986)
CARRAH CROFTON-WLOSZEK (P73119)
Attorneys for Plaintiff
5960 Livernois Rd.
Troy, MI 48098
Tel. (248) 649-1000

LORI GRIGG BLUHM
Attorney for Defendant
500 W. Big Beaver Rd.
Troy, MI 48084
Tel. (248) 524-3320

COMPLAINT

NOW COMES, the Plaintiffs, Mr. SCOTT TOGLIN, JOHN MILLIRON, PETER DUNGJEN, and JOEL BARTHLOW for their complaint against The City of Troy (hereinafter referred to as "the City"), and state as follows:

FILED Received for Filing Oakland County Clerk 5/13/2024 12:00 PM

1. This is an action to enforce the Michigan Freedom of Information Act (FOIA), MCL 15.231 et seq.
2. Plaintiffs are all individuals residing in the City of Troy, Oakland County, Michigan.
3. It is appropriate for Plaintiffs to file this complaint jointly under MCR 2.206(A)(1) as their claims arise out of the same series of transactions giving rise to common questions of law or fact and joining the Plaintiffs will promote the convenient administration of justice and will not prejudice the Defendant.
4. Defendant, City of Troy, is a Municipal Corporation, located in and doing business in the City of Troy, Oakland County, Michigan.
5. The City is a “public body” as defined by FOIA. MCL 15.232(h). The public records maintained by the City are subject to disclosure under the provisions of FOIA.
6. Jurisdiction is proper in this court pursuant to MCL 15.240(1), because the Plaintiff has requested under FOIA that the City disclose certain documents in its possession, and the City has made a final determination to deny that request.
7. Venue is proper in this court pursuant to MCL 15.240(4), because the City has its principal place of business in Oakland County; the Plaintiffs reside in Oakland County; and at all times all actions giving rise to this complaint occurred in Oakland County.

**Freedom of Information Act (Seeking Compelled Disclosure of Public Records,
Declaratory Relief, and Attorney Fees)**

8. The Plaintiffs incorporate by reference the allegations contained in paragraphs 1–7.
9. On or about February 15, 2024, Plaintiffs each sent a FOIA Request to the City, attached as Exhibit - A. The FOIA request sought certain information the City of Troy has concerning the Volunteer Firefighters Incentive Plan/Irrevocable Trust for which Plaintiffs were a beneficiary.

10. On or about March 11, 2024, the City denied part of Plaintiffs' FOIA request. A written denial is attached as Exhibit - B.

11. As required by MCL 15.235(5)(a), the City's written denial included its explanations for refusing to produce the requested documents. With respect to the documents sought the City stated:

"Part of your request for records has been denied." Offering as Reason for Denial:

1. Exempt from Disclosure: This item is exempt from disclosure under FOIA Section 13, Subsection____ (insert number) because: MCL 15.243 (a), (d), (e), (g), (m), (w), (z)."

12. The Plaintiffs sought in their FOIA:

- a. 'Any and all communications between the IRS and the City of Troy and/or any of its departments, employees, or representatives concerning the Volunteer Firefighters Incentive Plan/Irrevocable Trust or any plan for which I am a beneficiary.'
- b. 'Any and all directives or rulings received by the City of Troy and/or any of its departments, employees, or representatives from the IRS concerning the Volunteer Firefighters Incentive Plan/Irrevocable Trust or any plan for which I am a beneficiary.'
- c. 'Any and all agreements signed between the IRS and the City of Troy and/or any of its departments, employees, or representatives from the IRS concerning the Volunteer Firefighters Incentive Plan/Irrevocable Trust or any plan for which I am a beneficiary.'
- d. 'Any and all calculations made in relation to the Volunteer Firefighters Incentive Plan/Irrevocable Trust or any plan for which I am a beneficiary and any and all calculations made in relation to the Volunteer Firefighters Incentive

Plan/Irrevocable Trust liquidation and/or which led to disbursements or payments to me.’

13. The City’s explanations are insufficient, as a matter of law, to justify nondisclosure of important public records pertaining to the above referenced records of the City particularly given that the city council and administration have relied on the records they now seek to shield in taking action against the interests of the Plaintiffs in terminating the VFIP and liquidating its trust.
14. One document produced by Defendant, attached as Exhibit -C, is a receipt for a payment and states it is “IRS TEGE EP Closing Agreement Payment”. However, Defendant did not produce any requested IRS agreements among other requested items.
15. Defendant has relied on the thin veil of ‘IRS ordered us to do it’ statement in liquidating said VFIP plan and Trust and though the document’s existence is acknowledged in what the city provided to Plaintiffs; no such document was produced. The Plaintiffs, and the public it serves, will be irreparably injured, absent immediate and full disclosure of the information on this matter of public concern.
16. The Plaintiffs have no adequate remedy at law to redress the injury they will sustain if they do not receive immediate and full disclosure of the information requested from the City of Troy.

WHEREFORE, Plaintiffs, respectfully requests the court to:

1. Issue an order compelling disclosure of the following public records:
 - a. ‘Any and all communications between the IRS and the City of Troy and/or any of its departments, employees, or representatives concerning the Volunteer Firefighters Incentive Plan/Irrevocable Trust or any plan for which I am a beneficiary.’

- b. 'Any and all directives or rulings received by the City of Troy and/or any of its departments, employees, or representatives from the IRS concerning the Volunteer Firefighters Incentive Plan/Irrevocable Trust or any plan for which I am a beneficiary.'
 - c. 'Any and all agreements signed between the IRS and the City of Troy and/or any of its departments, employees, or representatives from the IRS concerning the Volunteer Firefighters Incentive Plan/Irrevocable Trust or any plan for which I am a beneficiary.'
 - d. 'Any and all calculations made in relation to the Volunteer Firefighters Incentive Plan/Irrevocable Trust or any plan for which I am a beneficiary and any and all calculations made in relation to the Volunteer Firefighters Incentive Plan/Irrevocable Trust liquidation and/or which led to disbursements or payments to me.'
2. Declare the nondisclosure of the requested documents violative of FOIA.
 3. Award Plaintiffs their actual and reasonable attorney fees, as required by MCL 15.240(6).
 4. Award such other relief as the court deems appropriate.

Respectfully submitted:

/s/ Ren Nushaj
REN NUSHAJ (P72986)
CARRAH CROFTON-WLOSZEK (P73119)
Attorneys for Plaintiff
5960 Livernois Rd.
Troy, MI 48098
Tel. (248) 649-1000

Dated: May 9, 2024

EXHIBIT – A

February 15, 2024

FOIA Coordinator
City of Troy
500 W Big Beaver Rd.
Troy, MI 48084
Clerks@troymi.gov

RE: FOIA for Personal Records

Subject of Request: Scott Stoglin

Address: 805 De Etta Dr.
Troy, MI 48085

Phone: (248) 321-1629

Email: [sstoglin@sbcglobal.net](mailto:ssstoglin@sbcglobal.net)

Dear Clerk:

I am requesting a copy of records related to my employment pursuant to the FOIA, MCL 15.231et. seq. Please send a copy of the following:

1. Any and all communications between the Internal Revenue Service (IRS) and the City of Troy and/or any of its departments, employees, or representatives concerning the Volunteer Firefighters Incentive Plan/Irrevocable Trust or any plan for which I am a beneficiary.
2. Any and all directives or rulings received by the City of Troy and/or any of its departments, employees, or representatives from the Internal Revenue Service (IRS) concerning the Volunteer Firefighters Incentive Plan/Irrevocable Trust or any plan for which I am a beneficiary.
3. Any and all agreements signed between the Internal Revenue Service (IRS) and the City of Troy and/or any of its departments, employees, or representatives concerning

the Volunteer Firefighters Incentive Plan/Irrevocable Trust or any plan for which I am a beneficiary.

4. Any and all calculations made in relation to the Volunteer Firefighters Incentive Plan/Irrevocable Trust, or any plan for which I am a beneficiary, and any and all calculations made in relation to the Volunteer Firefighters Incentive Plan/Irrevocable Trust liquidation and/or which led to disbursements or payments to me.

Please send all records to me at my residential address or via email:

Scott Stoglin
805 De Etta Dr.
Troy, MI 48085

sstoglin@sbcglobal.net

Thank you,



Scott Stoglin

Date: 2-15-2024

February 15, 2024

FOIA Coordinator
City of Troy
500 W Big Beaver Rd.
Troy, MI 48084
Clerks@troymi.gov

RE: FOIA for Personnel Records

Subject of Request: John Milliron

Address: 271 W Hurst Dr.
Troy, MI 48098

Contact Information: Phone: (248) 931-0379
Email: silverback29@duck.com

Dear Clerk:

I am requesting a copy of records related to my employment pursuant to the FOIA, MCL 15.231et. seq. Please send a copy of the following:

1. Any and all communications between the Internal Revenue Service (IRS) and the City of Troy and/or any of its departments, employees, or representatives concerning the Volunteer Firefighters Incentive Plan/Irrevocable Trust or any plan for which I am a beneficiary.
2. Any and all directives or rulings received by the City of Troy and/or any of its departments, employees, or representatives from the Internal Revenue Service (IRS) concerning the Volunteer Firefighters Incentive Plan/Irrevocable Trust or any plan for which I am a beneficiary.
3. Any and all agreements signed between the Internal Revenue Service (IRS) and the City of Troy and/or any of its departments, employees, or representatives concerning

the Volunteer Firefighters Incentive Plan/Irrevocable Trust or any plan for which I am a beneficiary.

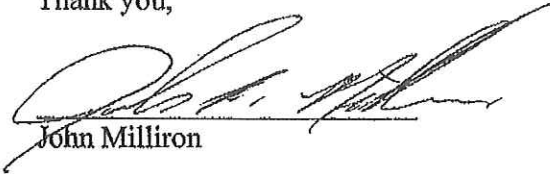
4. Any and all calculations made in relation to the Volunteer Firefighters Incentive Plan/Irrevocable Trust, or any plan for which I am a beneficiary, and any and all calculations made in relation to the Volunteer Firefighters Incentive Plan/Irrevocable Trust liquidation and/or which led to disbursements or payments to me.

Please send all records to me at my residential address or via email:

John Milliron
271 W Hurst Dr.
Troy, MI 48098

silverback29@duck.com

Thank you,



John Milliron

Date: 08/15/04

February 15, 2024

FOIA Coordinator
City of Troy
500 W Big Beaver Rd.
Troy, MI 48084
Clerks@troymi.gov

RE: FOIA for Personnel Records

Subject of Request: Joel Barthlow

Address: 6381 Houghten Dr.
Troy, MI 48098

Contact Information: Phone: (248) 840-9453
Email: j.barthlow@sbcglobal.net

Dear Clerk:

I am requesting a copy of records related to my employment pursuant to the FOIA, MCL 15.231et. seq. Please send a copy of the following:

1. Any and all communications between the Internal Revenue Service (IRS) and the City of Troy and/or any of its departments, employees, or representatives concerning the Volunteer Firefighters Incentive Plan/Irrevocable Trust or any plan for which I am a beneficiary.
2. Any and all directives or rulings received by the City of Troy and/or any of its departments, employees, or representatives from the Internal Revenue Service (IRS) concerning the Volunteer Firefighters Incentive Plan/Irrevocable Trust or any plan for which I am a beneficiary.
3. Any and all agreements signed between the Internal Revenue Service (IRS) and the City of Troy and/or any of its departments, employees, or representatives concerning

the Volunteer Firefighters Incentive Plan/Irrevocable Trust or any plan for which I am a beneficiary.

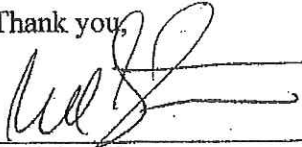
4. Any and all calculations made in relation to the Volunteer Firefighters Incentive Plan/Irrevocable Trust, or any plan for which I am a beneficiary, and any and all calculations made in relation to the Volunteer Firefighters Incentive Plan/Irrevocable Trust liquidation and/or which led to disbursements or payments to me.

Please send all records to me at my residential address or via email:

Joel Barthlow
6381 Houghten Dr.
Troy, MI 48098

j.barthlow@sbcglobal.net

Thank you,



Joel Barthlow

Date: 2-15-24

February 15, 2024

FOIA Coordinator
City of Troy
500 W Big Beaver Rd.
Troy, MI 48084
Clerks@troymi.gov

RE: Request for Personnel Records

Subject of Request: Peter Dungjen
Address: 6004 Elmoor Dr.
Troy, MI 48098
Phone: (248) 933-2175
Email: dungjenpa@gmail.com

Dear Clerk:

I am requesting a copy of records related to my employment pursuant to the FOIA, MCL 15.231et. seq. Please send a copy of the following:

1. Any and all communications between the Internal Revenue Service (IRS) and the City of Troy and/or any of its departments, employees, or representatives concerning the Volunteer Firefighters Incentive Plan/Irrevocable Trust or any plan for which I am a beneficiary.
2. Any and all directives or rulings received by the City of Troy and/or any of its departments, employees, or representatives from the Internal Revenue Service (IRS) concerning the Volunteer Firefighters Incentive Plan/Irrevocable Trust or any plan for which I am a beneficiary.
3. Any and all agreements signed between the Internal Revenue Service (IRS) and the City of Troy and/or any of its departments, employees, or representatives concerning

the Volunteer Firefighters Incentive Plan/Irrevocable Trust or any plan for which I am a beneficiary.

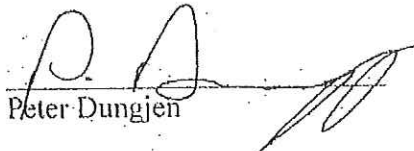
4. Any and all calculations made in relation to the Volunteer Firefighters Incentive Plan/Irrevocable Trust, or any plan for which I am a beneficiary, and any and all calculations made in relation to the Volunteer Firefighters Incentive Plan/Irrevocable Trust liquidation and/or which led to disbursements or payments to me.

Please send all records to me at my residential address:

Peter Dungjen
6004 Elmoor Dr.
Troy, MI 48098

dungjenpa@gmail.com

Thank you,


Peter Dungjen

Date: 2/20/24

EXHIBIT – B

City: Keep original and provide copy of both sides to requestor at no charge.

City of Troy
500 W Big Beaver Rd
Troy, MI 48084
Phone: (248) 524-3317

Denial Form

Public Summary available at: <http://troymi.gov/Government/Departments/CityClerk>

Notice of Denial of FOIA Request
Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.

Request No.: 2024-108

Date Received: 2/21/2024

Check if received via: Email Fax

Date delivered to junk/spam folder: _____

Date discovered in junk/spam folder: _____

(Please Print or Type)

Name John Milliron		Phone 248-931-0379	
Firm/Organization		Fax	
Street 271 W Hurst Dr.		Email silverback29@duck.com	
City Troy		State MI	Zip 48098

Request for: Copy Certified copy Record inspection Subscription to record issued on regular basis

Delivery Method: Will pick up Mail to address above Email to address above Deliver on cd provided by the City

Record(s) You Requested: (Listed here or see attached copy of original request) RE: See attached

All or Part of your request for records has been denied. Please refer to this form for an explanation. If you have any questions regarding this denial, contact City Clerk's office at 248.524.3317

Reason for Denial:

1. Exempt from Disclosure: This item is exempt from disclosure under FOIA Section 13, Subsection _____ (insert number), because: MCL 15.243 (a); (d); (e); (g); (m); (w); (z)

2. Record Does Not Exist: This item does not exist under the name provided in your request or by another name reasonably known to the City. If you believe this record does exist, provide a description that will enable us to locate the record:

3. Redaction: A portion of the requested record had to be separated or deleted (redacted) as it is exempt under FOIA Section 13, Subsection 15.243(1)(a) (insert number), because: Information of a personal nature if public disclosure of the information would constitute a clearly unwarranted invasion of an individual's privacy

A brief description of the information that had to be separated or deleted:

Notice of Requestor's Right to Seek Judicial Review

You are entitled under Section 10 of the Michigan Freedom of Information Act, MCL 15.240, to appeal this denial to the City Manager or to commence an action in the Circuit Court to compel disclosure of the requested records if you believe they were wrongfully withheld from disclosure. If, after judicial review, the court determines that the City has not complied with MCL 15.235 in making this denial and orders disclosure of all or a portion of a public record, you have the right to receive attorneys' fees and damages as provided in MCL 15.240. (See back of this form for additional information on your rights.)

Signature of FOIA Coordinator:

M. Allen Dickson

Date:

March 11, 2024

FREEDOM OF INFORMATION ACT (EXCERPT)

Act 442 of 1976

15:240.amended Options by requesting person; appeal; actions by public body; receipt of written appeal; judicial review; civil action; venue; de novo proceeding; burden of proof; private view of public record; contempt; assignment of action or appeal for hearing, trial, or argument; attorneys' fees, costs, and disbursements; assessment of award; damages.
Sec. 10.

(1) If a public body makes a final determination to deny all or a portion of a request, the requesting person may do 1 of the following at his or her option:

(a) Submit to the head of the public body a written appeal that specifically states the word "appeal" and identifies the reason or reasons for reversal of the denial.

(b) Commence a civil action in the circuit court, or if the decision of a state public body is at issue, the court of claims, to compel the public body's disclosure of the public records within 180 days after a public body's final determination to deny a request.

(2) Within 10 business days after receiving a written appeal pursuant to subsection (1)(a), the head of a public body shall do 1 of the following:

(a) Reverse the disclosure denial.

(b) Issue a written notice to the requesting person upholding the disclosure denial.

(c) Reverse the disclosure denial in part and issue a written notice to the requesting person upholding the disclosure denial in part.

(d) Under unusual circumstances, issue a notice extending for not more than 10 business days the period during which the head of the public body shall respond to the written appeal. The head of a public body shall not issue more than 1 notice of extension for a particular written appeal.

(3) A board or commission that is the head of a public body is not considered to have received a written appeal under subsection (2) until the first regularly scheduled meeting of that board or commission following submission of the written appeal under subsection (1)(a). If the head of the public body fails to respond to a written appeal pursuant to subsection (2), or if the head of the public body upholds all or a portion of the disclosure denial that is the subject of the written appeal, the requesting person may seek judicial review of the nondisclosure by commencing a civil action under subsection (1)(b).

(4) In an action commenced under subsection (1)(b), a court that determines a public record is not exempt from disclosure shall order the public body to cease withholding or to produce all or a portion of a public record wrongfully withheld, regardless of the location of the public record. Venue for an action against a local public body is proper in the circuit court for the county in which the public record or an office of the public body is located has venue over the action. The court shall determine the matter de novo and the burden is on the public body to sustain its denial. The court, on its own motion, may view the public record in controversy in private before reaching a decision. Failure to comply with an order of the court may be punished as contempt of court.

(5) An action commenced under this section and an appeal from an action commenced under this section shall be assigned for hearing and trial or for argument at the earliest practicable date and expedited in every way.

(6) If a person asserting the right to inspect, copy, or receive a copy of all or a portion of a public record prevails in an action commenced under this section, the court shall award reasonable attorneys' fees, costs, and disbursements. If the person or public body prevails in part, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the public body liable for damages under subsection (7).

(7) If the court determines in an action commenced under this section that the public body has arbitrarily and capriciously violated this act by refusal or delay in disclosing or providing copies of a public record, the court shall order the public body to pay a civil fine of \$1,000.00, which shall be deposited into the general fund of the state treasury. The court shall award, in addition to any actual or compensatory damages, punitive damages in the amount of \$1,000.00 to the person seeking the right to inspect or receive a copy of a public record. The damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

History: 1976, Act 442, Eff. Apr. 13, 1977; -- Am. 1978, Act 329, Imd. Eff. July 11, 1978; -- Am. 1996, Act 563, Eff. Mar. 31, 1997; -- Am. 2014, Act 563, Eff. July 1, 2015

EXHIBIT – C

Lori G Bluhm

From: notification@pay.gov
Sent: Tuesday, November 21, 2023 4:30 PM
To: Lori G Bluhm
Subject: Pay.gov Payment Confirmation: IRS TEGE EP Closing Agreement Payment

You don't often get email from notification@pay.gov. [Learn why this is important](#)

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



An official email of the United States government

Pay.gov

Your payment has been submitted to Pay.gov and the details are below. If you have any questions regarding this payment, please contact Judith Bailey at 513-975-6069 or Judith.m.bailey@irs.gov.

Application Name: IRS TEGE EP Closing Agreement Payment
Pay.gov Tracking ID: 27914MCF
Agency Tracking ID: 76556711089
Transaction Type: Sale
Transaction Date: 11/21/2023 04:30:06 PM EST
Account Holder Name: Lori Grigg Bluhm
Transaction Amount: \$1,000.00
Card Type: MasterCard
Card Number: *****

*G/L acct #
101.266. 962
OK - LGB*

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.



Pay.gov is a program of the U.S. Department of the Treasury, Bureau of the Fiscal Service



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: June 4, 2024

To: Honorable Mayor and Members of the Troy City Council

From: Robert J. Bruner, Acting City Manager
Lori Grigg Bluhm, City Attorney
Megan E. Schubert, Assistant City Manager
R. Brent Savidant, Community Development Director
Julie Quinlan Dufrane, Assistant City Attorney

Subject: PROPOSED EIGHTH AMENDMENT TO CONSENT JUDGMENT –
Meritor Automotive, et al v City of Troy, Case number 94-487484-CZ –
a/k/a Cambridge Crossing

On May 20, 2024, City Council considered and approved an amendment to the Consent Judgment involving the matter known as *Meritor Automotive, et al v City of Troy*. The *Meritor Automotive, et al v City of Troy* case was resolved in 1999 through a consent judgment, which is a negotiated settlement allowing certain uses of land in exchange for the imposition of certain development restrictions.

The prior memo and proposed amendment to the consent judgment was requested by Walmart. Walmart requested and received four prior amendments to the Consent Judgment to accommodate the expansion of their business. These amendments have progressively permitted Walmart to increase its total allowable retail space to 236,272 square feet and permitted Walmart to have outdoor seasonal uses that would otherwise be prohibited.

Unfortunately, once the parties were ready to submit the approved consent judgment amendment to the presiding judge for his review and approval, the court docket showed that there were three additional prior amendments to the consent judgment that are **not** related to the Walmart site. These three additional amendments concern the Warrior Park Baseball field located on a different parcel, adjacent to the Walmart parcel. The Fourth Amendment granted permission to construct the Baseball field; the Fifth Amendment permitted certain signage and identification of sponsorships that would otherwise not have been allowed under the City's Ordinances; and the Sixth Amendment permitted expansion of the Baseball field and its accessory facilities.

In order to avoid confusion, we are submitting a renamed proposed Eighth Amendment to the Consent Judgment, which is exactly the same document that was submitted to Council on May 20, 2024, except that "eighth" is substituted for "fifth" amendment to the consent judgment, and the Fourth, Fifth, and Sixth Amendments are expressly incorporated.

As explained previously, the amendment permits Walmart to expand its retail



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

operations. In summary, the amendment permits Walmart to expand by an additional 2680 square feet. Walmart reports that it needs this expansion mainly to accommodate its pick-up program. The retailer will also be making some changes in the existing parking lot, such as striping, paving, signage, and new light poles, in further accommodation of the pick-up program.

Given that these changes are considered relatively *de minimus*, the site plan has been administratively reviewed and approved by City Management, in accordance with the Consent Judgment.

City Administration again recommends City Council approve the attached proposed eighth consent judgment amendment. Upon approval, it will be presented to Oakland County Circuit Court Judge Jacob Cunningham. If Judge Cunningham signs off on the stipulated amendment, then it would be recorded with the Oakland County Register of Deeds. Upon completion of all of these steps, Walmart would then be able to make the proposed changes, in accordance with the revised site plan.

Please let us know if you have any questions or concerns.

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

MERITOR AUTOMOTIVE, INC.,
a Delaware corporation, and
THE NELSON COMPANIES, INC.,
a Michigan corporation

vs.

Case No. 94-487484-CZ
Hon. Jacob James Cunningham

CITY OF TROY, a municipal
Corporation.

SUSO 1 Cambridge LP
Successor in interest of Plaintiffs
TYLER D. TENNENT (P36708)
Dawda, Mann, Mulcahy & Sadler PLC
39533 Woodward Ave, Ste 200
Bloomfield Hills, Michigan 48301-5103
(248) 642-3700

LORI GRIGG BLUHM (P46908)
JULIE QUINLAN DUFRANE (P59000)
Attorneys for the City of Troy
500 W. Big Beaver Road
Troy, Michigan 48084
(248) 524-3320

STIPULATION AND EIGHTH ORDER AMENDING CONSENT JUDGMENT

At a session of said court held in the
Courthouse in the City of Pontiac, Oakland County,
Michigan on: _____

PRESENT: HONORABLE JACOB JAMES CUNNINGHAM
OAKLAND COUNTY CIRCUIT COURT JUDGE

The parties, through their respective counsel and by themselves, hereby stipulate and agree to this Stipulation and Eighth Order Amending Consent Judgment ("Eighth Amendment") as follows:

WHEREAS, this matter was resolved through the entry of a Consent Judgment on May 10, 1999 (the "Original Consent Judgment"), and the Original Consent Judgment was modified on March 26, 2002 by the entry of a Stipulation and Order Amending Consent Judgment (the "First Amendment"); on November 25, 2002 by entry of a Stipulation and Order Amending Consent Judgment (the "Second Amendment"); on March 20, 2003 by the entry of a Stipulation and Third Order Amending Judgment (the "Third Amendment"); on August 16, 2011 by the entry of a Stipulation and Fourth Order Amending Consent Judgment (the "Fourth Amendment"); on February 21, 2012 by the entry of a Stipulation and Fifth Order Amending Judgment (the "Fifth Amendment"); on May 29, 2013 by the entry of a Stipulation and Sixth Order Amending Consent Judgment (the "Sixth Amendment"); and on January 20, 2022 by entry of a Stipulation and Seventh Order Amending Consent Judgment (the "Seventh Amendment"). The Original Consent Judgment, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, and the Seventh Amendment are referred to collectively as the "Consent Judgment."

WHEREAS, the land identified as Parcel A in the Original Consent Judgment described in Exhibit A incorporated therein (and also attached and incorporated by reference as Exhibit A to this Eighth Amendment), was and is permitted to be developed, used and occupied for the purposes set forth in Article XXI, B-2, Community Business District, within the meaning of Chapter 39, Section 21.00.00, et seq., of the Troy City Code, except as specifically modified by the terms of the Consent Judgment.

WHEREAS, subsequent to the entry of the Original Consent Judgment, Plaintiff, Cambridge Crossing Shops #1, LLC ("Cambridge Crossing #1 ") acquired Parcel A from Meritor Heavy Vehicle Systems, LLC, a wholly owned subsidiary of Meritor Automotive, Inc. and developed Parcel A into an operating retail shopping center with various retail tenants as permitted by the Consent Judgment.

WHEREAS, on or about January 31, 2003, Cambridge Crossing Shops #2, LLC ("Cambridge Crossing #2") acquired Parcel A from Cambridge Crossing #1 and thereafter Cambridge Crossing #2 continued to operate Parcel A as a retail shopping center with various retail tenants as permitted by the Consent Judgment.

WHEREAS, on or about December 5, 2012, SUSO 1 Cambridge LP, a Delaware limited partnership acquired Parcel A from Cambridge Crossing #2 and thereafter SUSO 1 Cambridge LP continued to operate Parcel A as a retail shopping center with various retail tenants as permitted by the Consent Judgment.

WHEREAS, SUSO 1 Cambridge LP is the successor in interest of the Plaintiffs to all ownership interests in Parcel A and the original Plaintiffs in this matter no longer have any ownership interests in Parcel A.

WHEREAS, as requested by Plaintiffs, the planning staff of the Defendant, City of Troy, administratively reviewed a site plan relating to Parcel A as depicted on the revised site plan attached hereto and incorporated herein by reference as Exhibit B to this Eighth Amendment, (the "Revised Site Plan") proposed by Carlson Consulting Engineers, Inc., as agent of one of the tenants on Parcel A, Wal-Mart Real Estate Business Trust ("Wal-Mart"), with the consent of SUSO 1 Cambridge LP to facilitate the expansion of the current retail operations which are housed in a

retail building on Parcel A in which Wal-Mart, currently operates its retail business. City Administration approved this site plan, contingent upon a Consent Judgment Amendment; and

WHEREAS, on June 10, 2024, the Troy City Council stipulated to the entry of this Eighth Amendment to the Consent Judgment that would allow for the construction of improvements to Parcel A, as identified on the Revised Site Plan, which was contingently approved by Troy City Administration. Plaintiff has also stipulated to this Eighth Amendment to the Consent Judgment, and both parties desire to amend the Consent Judgment accordingly.

NOW THEREFORE,

IT IS HEREBY ORDERED that this Eighth Amendment to the Consent Judgment is APPROVED, and notwithstanding anything to the contrary in the Consent Judgment, the attached and incorporated Revised Site Plan is hereby approved; and the Plaintiffs, their successors and assigns, hereby have the right, but not the obligation, to construct all or any part of the improvements set forth in the Revised Site Plan, subject to obtaining all applicable building and engineering permits required for such construction in the ordinary course of business.

For further clarification, as a result of the approval of this Eighth Amendment to the Consent Judgment, Plaintiffs are able to develop, use and operate Parcel A consistent with the Revised Site Plan, which includes but is not limited to the following features and uses:

- (a) Expansion of the retail building on Parcel A, in which Wal-Mart currently operates its retail business, by approximately 2,680 square feet to enhance and add features associated with the existing and approved grocery pickup program use ("Expansion Area");
- (b) Elimination of 26 parking spaces and installation of new sidewalk to accommodate the construction of the Expansion Area;
- (c) Restriping of parking lot to add grocery pickup parking spaces;

- (d) Adding signage at each new grocery pickup parking space and installation of traffic control signage;
- (e) Modification to existing utilities such as storm sewer and downspouts;
- (f) Addition of light poles; and
- (g) Installation of new paving around the Expansion Area.

IT IS FURTHER ORDERED that to the extent additional review, approvals, variances or consents are required by the City of Troy with respect to any element of the Revised Site Plan to give appropriate meaning and effect to the Revised Site Plan or to the terms of the Original Consent Judgment, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and this Eighth Amendment, such review, approvals, variances or consents shall not unreasonably be delayed, conditioned or denied by the City of Troy.

IT IS FURTHER ORDERED that every provision of the Original Consent Judgment, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, and the Seventh Amendment on file with this Court, whether or not expressly referenced in this Eighth Amendment, are incorporated herein by reference.

IT IS FURTHER ORDERED that this Court shall retain jurisdiction in all matters concerning the development and use of Parcel A and the implementation of the Orders of this Court related to Parcel A and the matters covered by the Original Consent Judgment, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and this Eighth Amendment.

IT IS FURTHER ORDERED THAT the parties acknowledge that there may be modifications to the Revised Site Plan that are dependent on issues that arise after the approval of

this Eighth Amendment that are concerned with minor modifications to the building sizes and shapes or other site plan issues that occur in the building process for the above mentioned improvements; and further, that these minor modifications to the Revised Site Plan, not inconsistent with the spirit of the Consent Judgment, may be made without the necessity of amending the Consent Judgment, with the approval of the City Administration. The City Administration shall have the discretion to determine whether a modification is "minor" in accordance with this paragraph and whether such modifications require a written amendment to the Consent Judgment.

IT IS FURTHER ORDERED that this Eighth Amendment shall control to the extent there are any conflicts between it and the Original Consent Judgment, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment or the Seventh Amendment.

IT IS HEREBY ORDERED that a Plaintiff shall record a certified copy of this Eighth Amendment with the Oakland County Register of Deeds.

Circuit Court Judge

[Signatures on Next Pages]

**SIGNATURE PAGE TO STIPULATION AND
EIGHTH ORDER AMENDING CONSENT JUDGMENT
OAKLAND COUNTY CIRCUIT COURT CASE NO. 94-487484-CZ**

THE UNDERSIGNED PARTIES HAVE HEREBY READ, UNDERSTAND, AGREE AND CONSENT TO THE FOREGOING STIPULATION AND **EIGHTH** ORDER AMENDING CONSENT JUDGMENT AND ALL TERMS AND CONDITIONS STATED THEREIN. ALL SUCH PARTIES HEREBY REPRESENT THAT THEY HAVE OBTAINED ADVICE OF COUNSEL AND ARE CONSENTING TO THIS STIPULATION AND ORDER AMENDING CONSENT JUDGMENT FREELY AND VOLUNTARILY.


SUSO 1 CAMBRIDGE LP,
a Delaware limited partnership

By: SUSO 1 Cambridge GP LLC, its General Partner

By: Slate U.S. Opportunity (No. 1) Holding LP, its Manager

By: Slate U.S. Opportunity (No. 1) Holding (GP) LP., its General Partner

By: Slate U.S. Opportunity Holding (GP), LLC, its General Partner

By: 
Print Name: Paul F. Wells
Its: Manager

Dated: 5/14/2024

APPROVED AS TO FORM AND CONTENT:

DAWDA, MANN, MULCAHY & SADLER, PLC

By: 
Tyler D. Tennent (P36708)
Attorneys for Plaintiff
39533 Woodward Avenue, Suite 200
Bloomfield Hills, Michigan 48301-5103
(248) 642-3700

Dated: May 20, 2024

**SIGNATURE PAGE TO STIPULATION AND
EIGHTH ORDER AMENDING CONSENT JUDGMENT
OAKLAND COUNTY CIRCUIT COURT CASE NO. 94-487484-CZ**

THE UNDERSIGNED PARTIES HAVE HEREBY READ, UNDERSTAND, AGREE AND CONSENT TO THE FOREGOING STIPULATION AND EIGHTH ORDER AMENDING CONSENT JUDGMENT AND ALL TERMS AND CONDITIONS STATED THEREIN. ALL SUCH PARTIES HEREBY REPRESENT THAT THEY HAVE OBTAINED ADVICE OF COUNSEL AND ARE CONSENTING TO THIS STIPULATION AND ORDER AMENDING CONSENT JUDGMENT FREELY AND VOLUNTARILY.

CITY OF TROY, a Municipal corporation

By: _____
Ethan D. Baker

Its: Mayor

By: _____
M. Aileen Dickson
Its: City Clerk

Dated: _____

APPROVED AS TO FORM AND CONTENT:

CITY OF TROY CITY ATTORNEY'S OFFICE

By: _____
Lori Grigg Bluhm
Its: City Attorney

Dated: _____

Exhibit A
Legal Description of Parcel A

Part of the Northeast 1/4 of Section 32, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, described as:

Beginning at point distant South 00°29'31" West, 60 feet and South 89°53'40" East 402.74 feet from the North ¼ corner; thence South 89°53'40" East, 80.02 feet; thence South 00°03'45" West, 581.40 feet; thence South 89° 53'40" East 450 feet; thence North 00°03'45" East, 581.40 feet; thence South 89°53'40" East 401.12 feet; thence South 00°10'41" West, 1452.65 feet; thence North 89° 30'11" West, 848.21 feet; thence North 00°03'45" East, 515.37 feet: thence North 89°38'34" West, 81.92 feet; thence North 00° 10'46" East, 931.12 feet to the point of beginning, except that part conveyed to the City of Troy for road purposes by the Quit Claim Deed recorded in Liber 21432, Page 215, Oakland County Records.

Commonly Known As: 1933 W Maple Rd

Tax Parcel ID: 20-32-200-032

Drafted By:
Tyler D. Tennent, Esq.
Dawda Mann Mulcahy & Sadler PLC
39533 Woodward Avenue, Suite 200
Bloomfield Hills, Michigan 48304
(248) 642-3700

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

Exhibit B
Revised Site Plan

[to be inserted]

Exhibit A
Legal Description of Parcel A

Part of the Northeast 1/4 of Section 32, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, described as:

Beginning at point distant South 00°29'31" West, 60 feet and South 89°53'40" East 402.74 feet from the North ¼ corner; thence South 89°53'40" East, 80.02 feet; thence South 00°03'45" West, 581.40 feet; thence South 89° 53'40" East 450 feet; thence North 00°03'45" East, 581.40 feet; thence South 89°53'40" East 401.12 feet; thence South 00°10'41" West, 1452.65 feet; thence North 89° 30'11" West, 848.21 feet; thence North 00°03'45" East, 515.37 feet: thence North 89°38'34" West, 81.92 feet; thence North 00° 10'46" East, 931.12 feet to the point of beginning, except that part conveyed to the City of Troy for road purposes by the Quit Claim Deed recorded in Liber 21432, Page 215, Oakland County Records.

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Exhibit B
Revised Site Plan

[to be inserted]

EXHIBIT B

Walmart Store No. 2873-111

Site Plan, last revision date 2/29/2024

The Site Plan and related plans are maintained in the records of the City of Troy, copies of which are attached and identified as follows:

1. Cover Sheet, C1
2. Site Details, Sheet SP2
3. Demolition Plan, Sheets D1, D1.1, D1.2
4. Floor Plan and Details, Sheets A1, A1.1
5. Exterior Elevations, Sheet A2, A 2.1, A2.2
6. Sections and Details, Sheet A3
7. Roof Plan and Details, Sheet A4
8. Enlarged Plans, Elevations and Details, Sheets A5, A5.1
9. Rear Office Plan and Details, Sheet A6
10. Door Schedule, Finishes and Details, Sheet A8
11. Breakroom Plans, Elevation, and Details, Sheet BR1
12. Modular Pharmacy Plans, Elevations, and Details, Sheets PHM1, PHM2
13. Vision Center Plans and Details and Elevation, Sheets VC1, VC1.1, VC2, VC3
14. Responsibility Schedules, Sheet GA5.1
15. Exterior Expansion Floor Plans and Details, Sheet OP1.0
16. Expansion Wall Sections and Details, Sheet OP1.3
17. General Structural Information, Sheet S0
18. Partial Framing Plan and Details, Sheets S1.1, S2, S3, S4
19. Lighting Plan, Sheets E1, E1.1, E1.2, E1.3, E1.4, E1.5,
20. Power Plan, Sheets E2, E2.1, E2.2, E 2.3
21. Electrical Legends, General Notes and Details, Sheet E3
22. Electrical One-Line Details and Schedules, Sheets E4, E4.1, E4.2
23. Pharmacy Electrical Plan, Sheet EPH1
24. Vision Center Electrical Plans, Sheet EVC1
25. Refrigeration Electrical Plan, Sheets RE1, RE1.1
26. Demo plan, Sheets SD1
27. Site Plan, Sheet SD2
28. Grading and Utility, Sheet SD3
29. Life Safety Plan, Sheet LS1

NO.	DESCRIPTION	DATE
1	ISSUE BLOCK	10/20/2021

CHECKED BY: [Signature]
DRAWN BY: [Signature]
PROJECT NO.: 2021-111
DOCUMENT DATE: 10/20/2021



INDICATED TO DO NOT
PROCEED WITH CONSTRUCTION
UNLESS APPROVED BY THE
CONTRACTOR FOR

ENLARGED
RESTROOM
DEMOLITION
PLANS

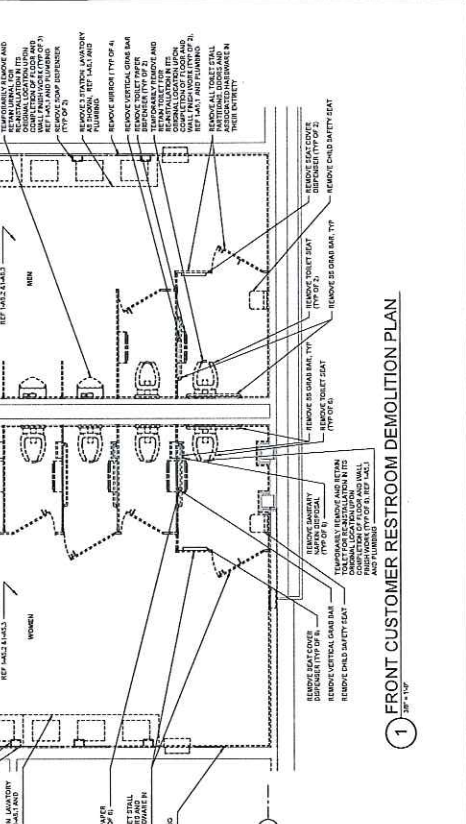
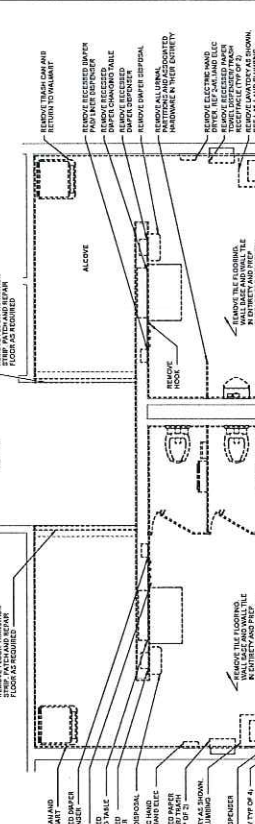
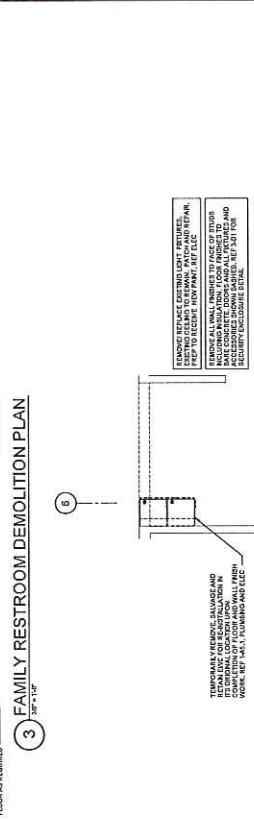
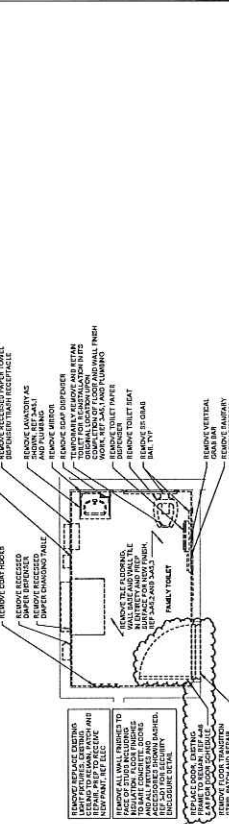
SHEET: D2

SHEET NOTES

1. DEMOLITION INCLUDES BUT IS NOT LIMITED TO THE
WORK SHOWN. SEE ALL DEMOLITION AND REPAIR
NOTES FOR DETAILS.

DEMOLITION LEGEND

--- EXISTING TO REMAIN
--- DEMOLITION/REMOVE
--- RELOCATE



SHEET NOTES

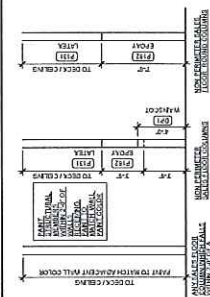
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2. VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL WORK TO BE PERFORMED.
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4. VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL WORK TO BE PERFORMED.

COLOR LEGEND

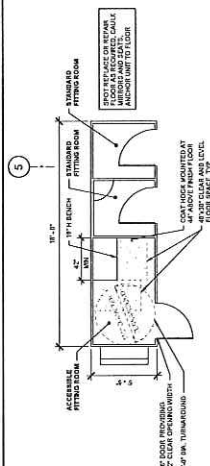
SWT WHITE FLUOROPOLYMER
WLT WHITE FLUOROPOLYMER
PWT PINK FLUOROPOLYMER
PST PINK FLUOROPOLYMER

KEY NOTES

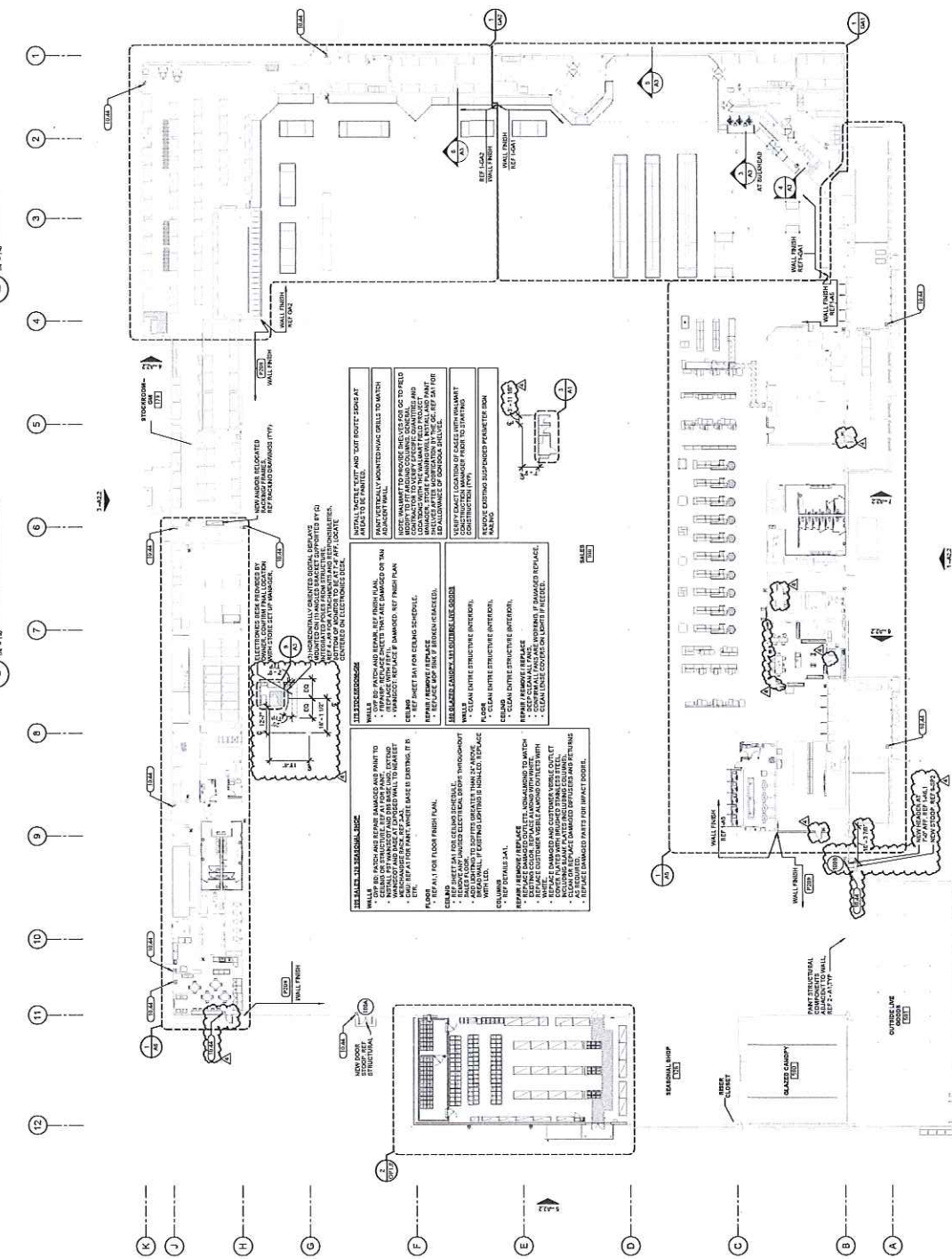
1. SEE KEY PLAN FOR LOCATION OF THIS SHEET



2 COLUMN COLORS



3 FITTING ROOM PLAN



1 FLOOR PLAN

REPAIRS TO EXISTING WALLS

- REPAIR CRACKS AND SPALLS TO EXISTING WALLS.
- REPAIR CRACKS AND SPALLS TO EXISTING WALLS.
- REPAIR CRACKS AND SPALLS TO EXISTING WALLS.

REPAIRS TO EXISTING FLOORS

- REPAIR CRACKS AND SPALLS TO EXISTING FLOORS.
- REPAIR CRACKS AND SPALLS TO EXISTING FLOORS.
- REPAIR CRACKS AND SPALLS TO EXISTING FLOORS.

REPAIRS TO EXISTING CEILING

- REPAIR CRACKS AND SPALLS TO EXISTING CEILING.
- REPAIR CRACKS AND SPALLS TO EXISTING CEILING.
- REPAIR CRACKS AND SPALLS TO EXISTING CEILING.

NO.	DATE	DESCRIPTION
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4		
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11		
12		

CHECKED BY: [Signature]
DRAWN BY: [Signature]
PROJECT: [Signature]
DOCUMENT DATE: 10/20/10



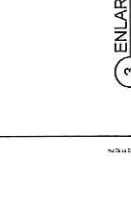
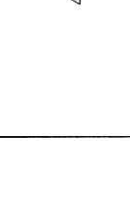
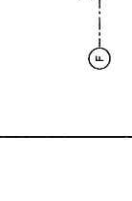
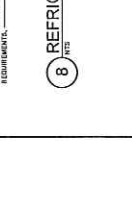
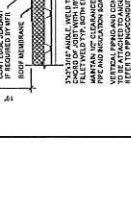
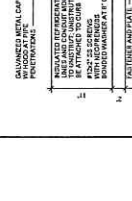
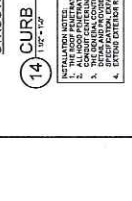
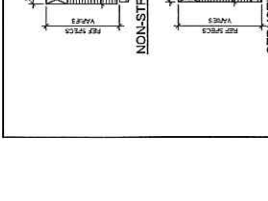
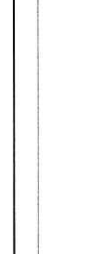
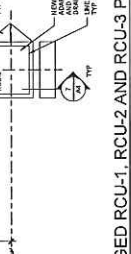
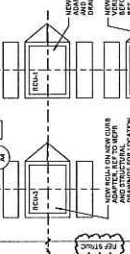
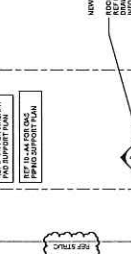
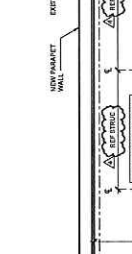
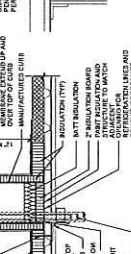
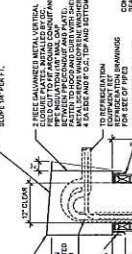
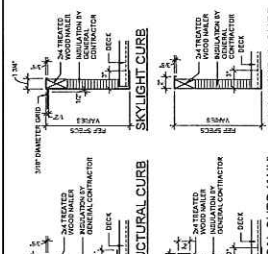
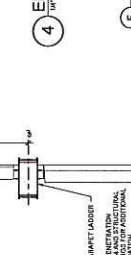
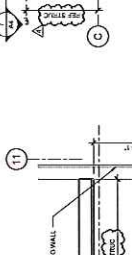
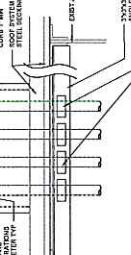
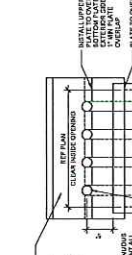
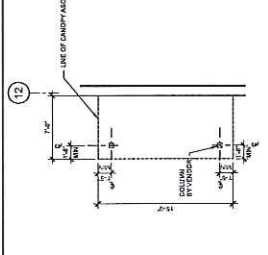
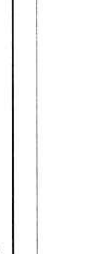
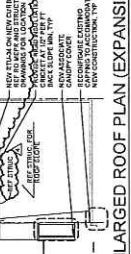
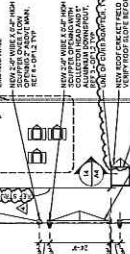
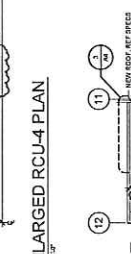
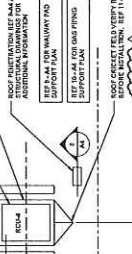
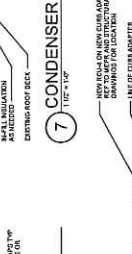
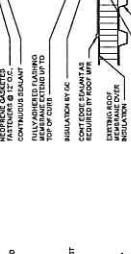
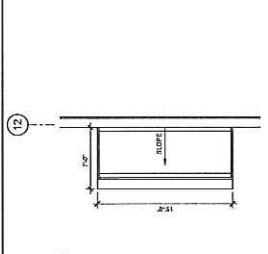
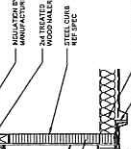
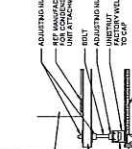
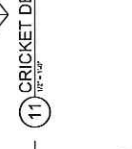
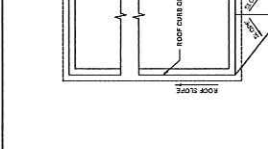
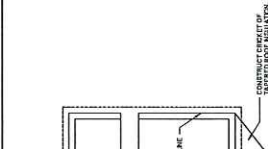
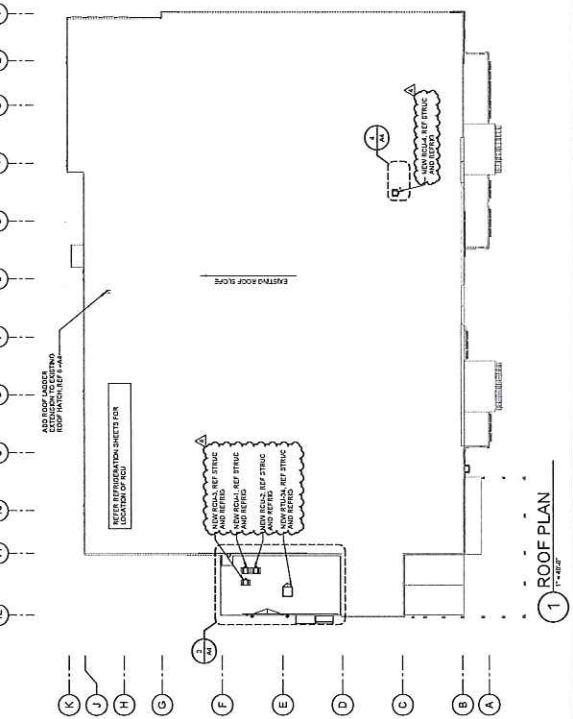
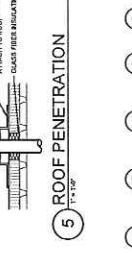
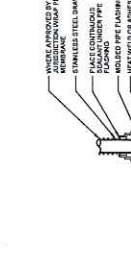
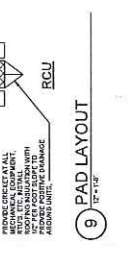
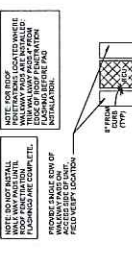
SCALE: 1/8" = 1'-0"
UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE TO FACE UNLESS INDICATED OTHERWISE.

ROOF PLAN AND DETAILS

SHEET: **A4**

SHEET NOTES
1. INSTALL INSULATED DECK AS SHOWN AT ALL PERIMETERS AND INTERSECTIONS OF ROOF SHEETS.
2. PROVIDE 1/2" MIN. CLEARANCE BETWEEN ROOF SHEETS AT ALL PERIMETERS AND INTERSECTIONS OF ROOF SHEETS.
3. PROVIDE 1/2" MIN. CLEARANCE BETWEEN ROOF SHEETS AT ALL PERIMETERS AND INTERSECTIONS OF ROOF SHEETS.
4. PROVIDE 1/2" MIN. CLEARANCE BETWEEN ROOF SHEETS AT ALL PERIMETERS AND INTERSECTIONS OF ROOF SHEETS.

ROOF LEGEND
[Symbol] CRICKET ROOF PATCH
[Symbol] ROOF PATCH



SHEET NOTES

1. REVISIONS: REFER TO REVISION KEY AND GENERAL NOTES FOR DETAILS.
2. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.
3. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.

KEYNOTES

1. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.
2. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.
3. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.

PFC NOTES

1. ALL TRIM AND SPACERS SHALL BE INSTALLED AS SHOWN.
2. ALL TRIM AND SPACERS SHALL BE INSTALLED AS SHOWN.
3. ALL TRIM AND SPACERS SHALL BE INSTALLED AS SHOWN.

KEYNOTES

1. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.
2. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.
3. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.

COMMUNITY MURAL ELEVATION

1. MURAL SHALL BE INSTALLED AS SHOWN.

2. MURAL SHALL BE INSTALLED AS SHOWN.

3. MURAL SHALL BE INSTALLED AS SHOWN.

INTERIOR ELEVATION

1. INTERIOR ELEVATION SHALL BE INSTALLED AS SHOWN.

2. INTERIOR ELEVATION SHALL BE INSTALLED AS SHOWN.

3. INTERIOR ELEVATION SHALL BE INSTALLED AS SHOWN.

SLAT WALL ELEVATION

1. SLAT WALL ELEVATION SHALL BE INSTALLED AS SHOWN.

2. SLAT WALL ELEVATION SHALL BE INSTALLED AS SHOWN.

3. SLAT WALL ELEVATION SHALL BE INSTALLED AS SHOWN.

SLAT WALL DETAIL

1. SLAT WALL DETAIL SHALL BE INSTALLED AS SHOWN.

2. SLAT WALL DETAIL SHALL BE INSTALLED AS SHOWN.

3. SLAT WALL DETAIL SHALL BE INSTALLED AS SHOWN.

HEAD (AT WHITE BOX)

1. HEAD (AT WHITE BOX) SHALL BE INSTALLED AS SHOWN.

2. HEAD (AT WHITE BOX) SHALL BE INSTALLED AS SHOWN.

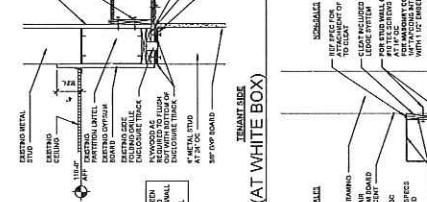
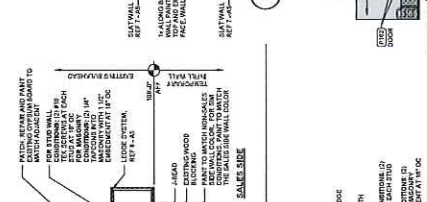
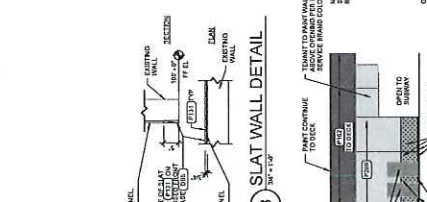
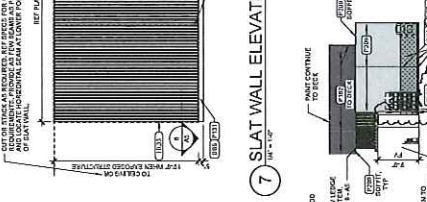
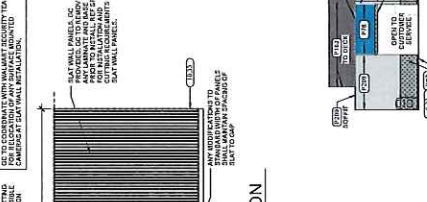
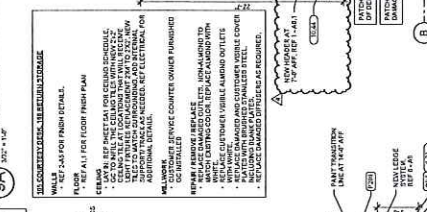
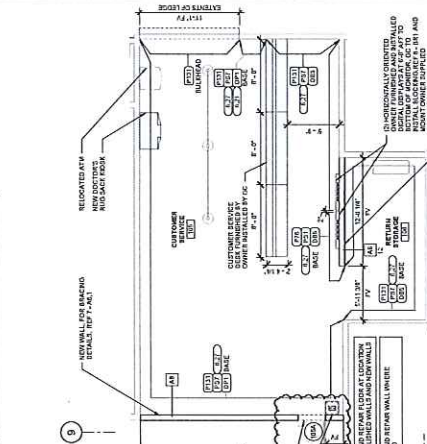
3. HEAD (AT WHITE BOX) SHALL BE INSTALLED AS SHOWN.

LEDGE DETAIL

1. LEDGE DETAIL SHALL BE INSTALLED AS SHOWN.

2. LEDGE DETAIL SHALL BE INSTALLED AS SHOWN.

3. LEDGE DETAIL SHALL BE INSTALLED AS SHOWN.



RELEASE

1. RELEASE SHALL BE INSTALLED AS SHOWN.

2. RELEASE SHALL BE INSTALLED AS SHOWN.

3. RELEASE SHALL BE INSTALLED AS SHOWN.

REPAIRS TO EXISTING WALLS

1. REPAIRS TO EXISTING WALLS SHALL BE INSTALLED AS SHOWN.

2. REPAIRS TO EXISTING WALLS SHALL BE INSTALLED AS SHOWN.

3. REPAIRS TO EXISTING WALLS SHALL BE INSTALLED AS SHOWN.

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3. REPAIRS TO EXISTING WALLS SHALL BE INSTALLED AS SHOWN.



ONE RECEIVED AND RETURNED TO SENDER
PROPERTY OF WELLS FARGO BANK, N.A.
PROPERTY OF WELLS FARGO BANK, N.A.

STATIONER FOR EVER
10000 W. WALKER AVE.
TROY, MI 48068
313.486.1000

COMMENTS

Walmart
TROY, MICHIGAN
2001 W MAPLE ROAD TROY, MICHIGAN 48068
STORE NO 2873111
MAY 2013 PHOTO

ISSUE BLOCK

1	ISSUE	1
2	ISSUE	1
3	ISSUE	1
4	ISSUE	1
5	ISSUE	1
6	ISSUE	1
7	ISSUE	1
8	ISSUE	1
9	ISSUE	1
10	ISSUE	1
11	ISSUE	1
12	ISSUE	1
13	ISSUE	1
14	ISSUE	1
15	ISSUE	1
16	ISSUE	1
17	ISSUE	1
18	ISSUE	1
19	ISSUE	1
20	ISSUE	1

DESIGNED BY: SKL
DRAWN BY: SKL
PHOTO CYCLE: SKL
DOCUMENT DATE: 10/20/12



DOCUMENTS THAT DO NOT HAVE THE REQUIRED INFORMATION WILL BE REJECTED FOR THE COMPLETION OF THIS REPORT

ENERGY COMPLIANCE REPORTS

SHEET E1.5

THIS REPORT WAS PREPARED BY WELLS FARGO BANK, N.A. FOR THE CLIENT'S USE ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE CLIENT IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO WELLS FARGO BANK, N.A. AND FOR THE RESULTS OF THE ENERGY AUDIT. WELLS FARGO BANK, N.A. DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED TO WELLS FARGO BANK, N.A. OR THE RESULTS OF THE ENERGY AUDIT.

Item #	Findings/Description	Comments/Action/Response
1	ASHRAE 90.1-2010 Energy Code Compliance	Compliance with 90.1-2010 Energy Code
2	ASHRAE 90.1-2010 Energy Code Compliance	Compliance with 90.1-2010 Energy Code
3	ASHRAE 90.1-2010 Energy Code Compliance	Compliance with 90.1-2010 Energy Code
4	ASHRAE 90.1-2010 Energy Code Compliance	Compliance with 90.1-2010 Energy Code
5	ASHRAE 90.1-2010 Energy Code Compliance	Compliance with 90.1-2010 Energy Code
6	ASHRAE 90.1-2010 Energy Code Compliance	Compliance with 90.1-2010 Energy Code
7	ASHRAE 90.1-2010 Energy Code Compliance	Compliance with 90.1-2010 Energy Code
8	ASHRAE 90.1-2010 Energy Code Compliance	Compliance with 90.1-2010 Energy Code
9	ASHRAE 90.1-2010 Energy Code Compliance	Compliance with 90.1-2010 Energy Code
10	ASHRAE 90.1-2010 Energy Code Compliance	Compliance with 90.1-2010 Energy Code
11	ASHRAE 90.1-2010 Energy Code Compliance	Compliance with 90.1-2010 Energy Code
12	ASHRAE 90.1-2010 Energy Code Compliance	Compliance with 90.1-2010 Energy Code
13	ASHRAE 90.1-2010 Energy Code Compliance	Compliance with 90.1-2010 Energy Code
14	ASHRAE 90.1-2010 Energy Code Compliance	Compliance with 90.1-2010 Energy Code
15	ASHRAE 90.1-2010 Energy Code Compliance	Compliance with 90.1-2010 Energy Code
16	ASHRAE 90.1-2010 Energy Code Compliance	Compliance with 90.1-2010 Energy Code
17	ASHRAE 90.1-2010 Energy Code Compliance	Compliance with 90.1-2010 Energy Code
18	ASHRAE 90.1-2010 Energy Code Compliance	Compliance with 90.1-2010 Energy Code
19	ASHRAE 90.1-2010 Energy Code Compliance	Compliance with 90.1-2010 Energy Code
20	ASHRAE 90.1-2010 Energy Code Compliance	Compliance with 90.1-2010 Energy Code

Project Name: WALKER
Client Name: WALKER
Report Date: 10/20/12
Page: 9 of 9



2009 WAFLE ROAD, TROY, MICHIGAN 48064
 TROY, MICHIGAN
 WAFLE ROAD, TROY, MICHIGAN 48064

NO.	DATE	DESCRIPTION
1	10/11/11	ISSUE BLOCK
2	10/11/11	ISSUE BLOCK
3	10/11/11	ISSUE BLOCK
4	10/11/11	ISSUE BLOCK
5	10/11/11	ISSUE BLOCK
6	10/11/11	ISSUE BLOCK
7	10/11/11	ISSUE BLOCK
8	10/11/11	ISSUE BLOCK
9	10/11/11	ISSUE BLOCK

ISSUE BLOCK
 1. TYPICAL
 2. TYPICAL
 3. TYPICAL
 4. TYPICAL
 5. TYPICAL
 6. TYPICAL
 7. TYPICAL
 8. TYPICAL
 9. TYPICAL

CHECKED BY: [Signature]
 DRAWN BY: [Signature]
 PHOTO CYCLE: [Signature]
 DOCUMENT DATE: 10/11/11



ENLARGED POWER PLANS
 E2.3

FOR ALL NEW BRANCH-CREDS AND REBRANDS, THE CONTRACTOR SHALL VERIFY THE EXISTING ELECTRICAL SYSTEM AND PROVIDE A DETAILED AS-BUILT DRAWING TO THE OWNER AND ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.

KEYNOTES

M-001: CONTRACTOR TO VERIFY ALL ELECTRICAL WORK IS IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL CODES. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70E SAFETY PRACTICES.

M-002: CONTRACTOR TO VERIFY ALL ELECTRICAL WORK IS IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL CODES. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70E SAFETY PRACTICES.

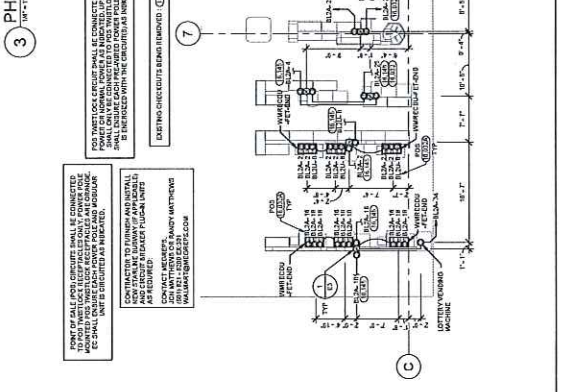
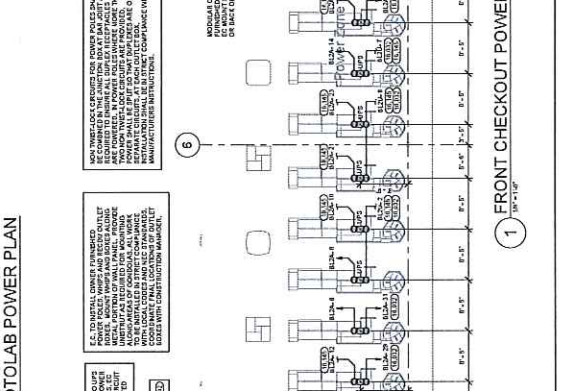
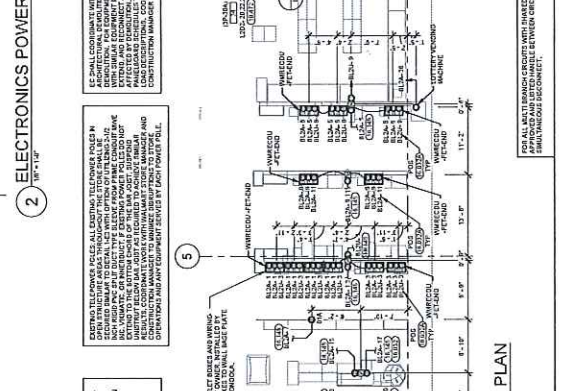
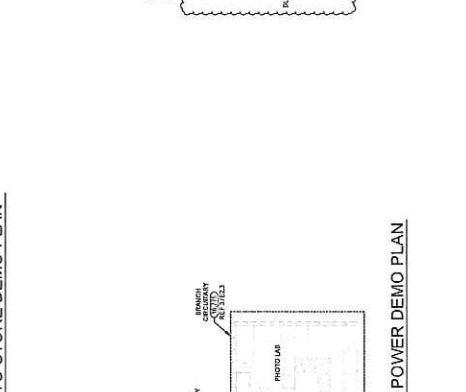
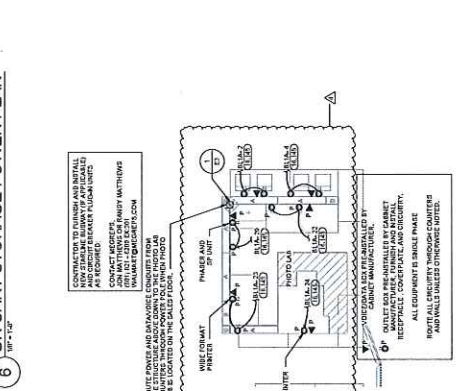
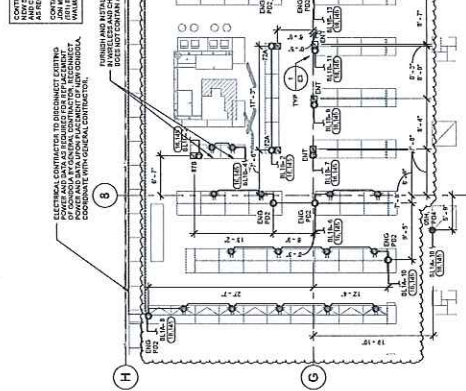
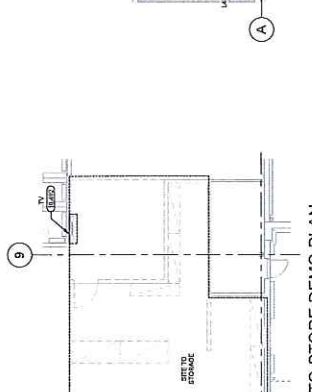
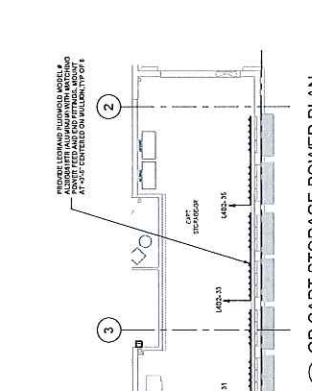
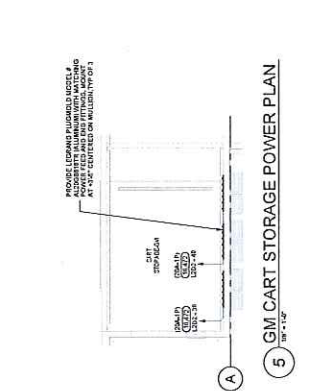
M-003: CONTRACTOR TO VERIFY ALL ELECTRICAL WORK IS IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL CODES. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70E SAFETY PRACTICES.

M-004: CONTRACTOR TO VERIFY ALL ELECTRICAL WORK IS IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL CODES. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70E SAFETY PRACTICES.

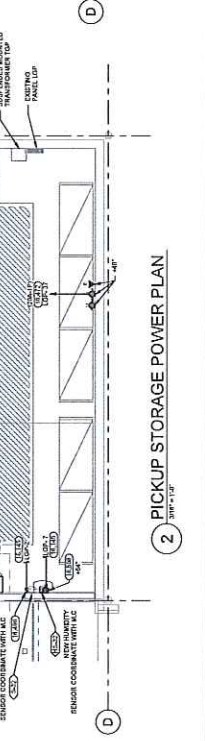
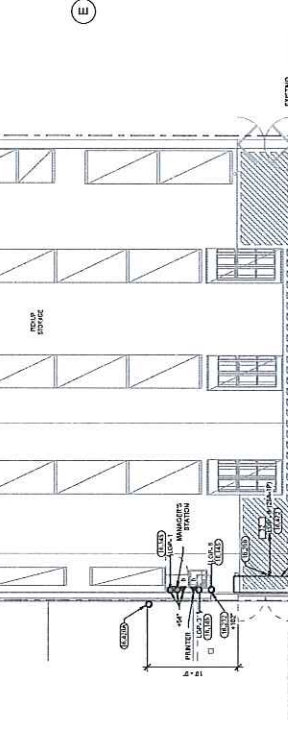
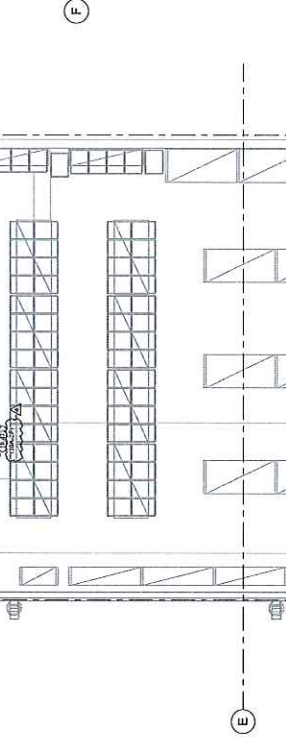
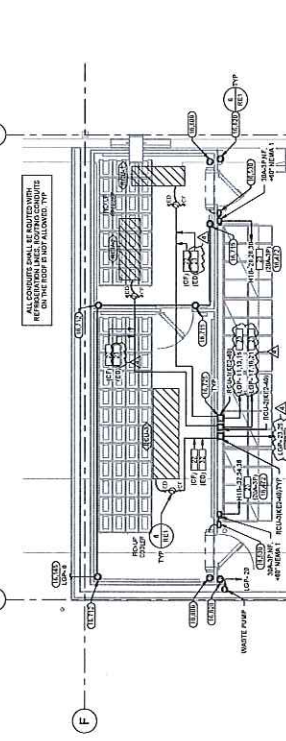
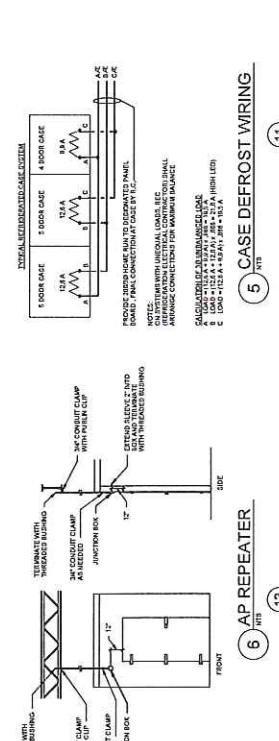
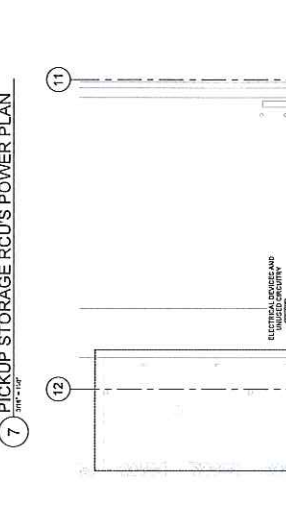
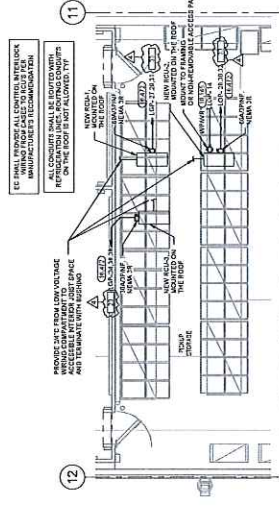
M-005: CONTRACTOR TO VERIFY ALL ELECTRICAL WORK IS IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL CODES. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70E SAFETY PRACTICES.

FEEDER SCHEDULE

FEEDER NO.	FEEDER TYPE	FEEDER SIZE	FEEDER LENGTH
1	3-Phase	4/0	100'
2	3-Phase	3/0	100'
3	3-Phase	2/0	100'
4	3-Phase	1/0	100'
5	3-Phase	1/0	100'
6	3-Phase	1/0	100'
7	3-Phase	1/0	100'
8	3-Phase	1/0	100'
9	3-Phase	1/0	100'



FOR ALL NEW BRANCH-CREDS AND REBRANDS, THE CONTRACTOR SHALL VERIFY THE EXISTING ELECTRICAL SYSTEM AND PROVIDE A DETAILED AS-BUILT DRAWING TO THE OWNER AND ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.



FOR ALL MULTI-BRANCH CIRCUITS WITH SHARED NEUTRAL PROVIDED FOR BY THE ELECTRICAL CONTRACTOR, THE CONTRACTOR SHALL VERIFY THAT THE NEUTRAL IS PROPERLY SIZED AND INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ELECTRICAL CODES.



DEMOLITION PLAN



DESIGNED BY: JRF
 DRAWN BY: JRF
 DEMOLITION DATE: 02/27/2013

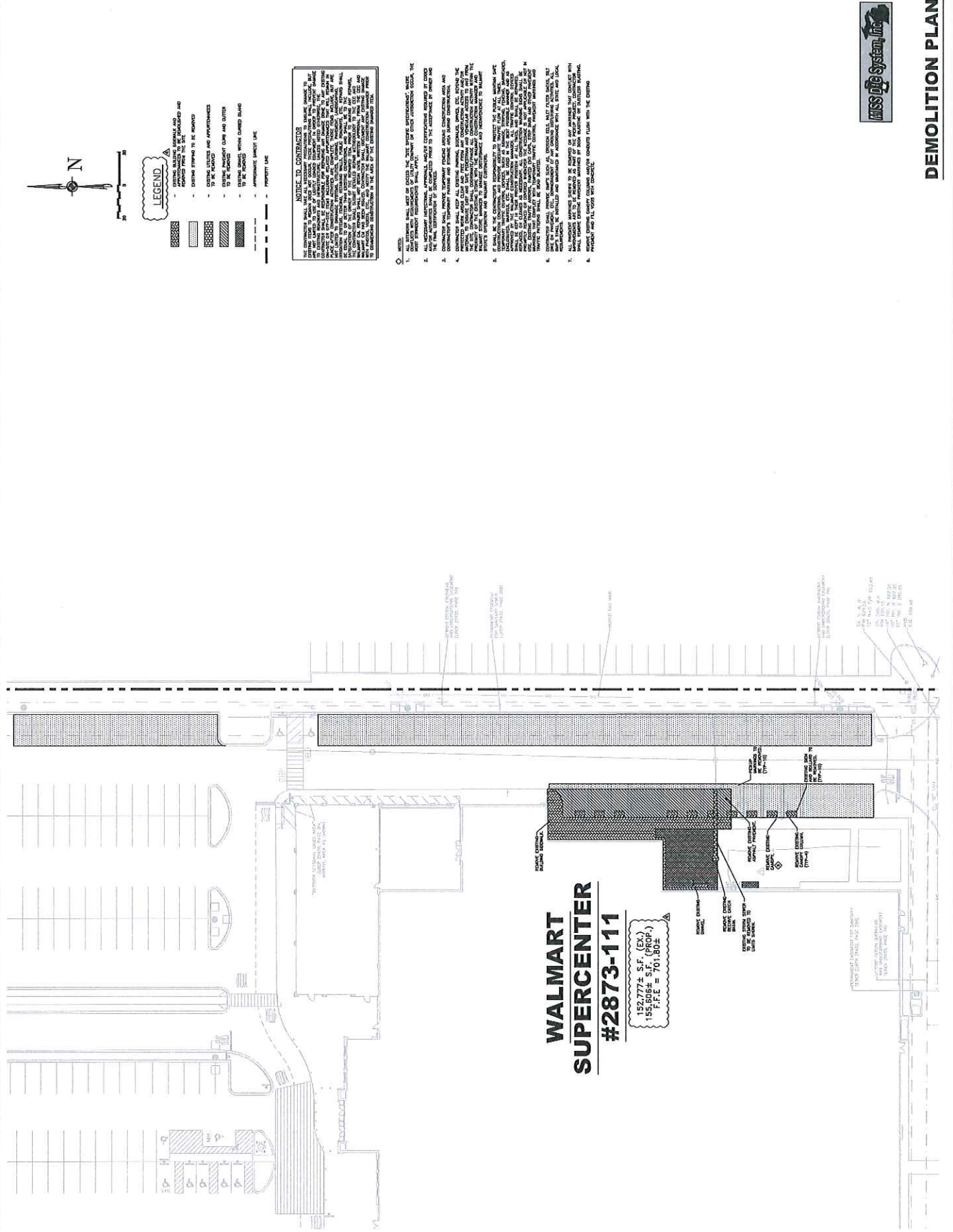
NO.	DATE	DESCRIPTION
1	02/27/2013	ISSUE FOR PERMITS

Walmart
 TROY, MICHIGAN
 STORE NO. 2873-111

OPERATIONS
 CONSTRUCTION
 ENGINEERS, INC.

SEPARATION FOR REUSE
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SEPARATION OF ALL REUSABLE MATERIALS FROM THE DEMOLITION SITE. THE CONTRACTOR SHALL MAINTAIN RECORDS OF ALL REUSABLE MATERIALS AND PROVIDE THEM TO THE CLIENT AT THE END OF THE PROJECT.

NOTICE TO CONTRACTOR
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SEPARATION OF ALL REUSABLE MATERIALS FROM THE DEMOLITION SITE. THE CONTRACTOR SHALL MAINTAIN RECORDS OF ALL REUSABLE MATERIALS AND PROVIDE THEM TO THE CLIENT AT THE END OF THE PROJECT.



**WALMART
 SUPERCENTER
 #2873-111**

152,777± S.F. (EX.)
 155,605± S.F. (PROP.)
 F.F.E. = 701,80±

152,777± S.F. (EX.)
 155,605± S.F. (PROP.)
 F.F.E. = 701,80±

152,777± S.F. (EX.)
 155,605± S.F. (PROP.)
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152,777± S.F. (EX.)
 155,605± S.F. (PROP.)
 F.F.E. = 701,80±

152,777± S.F. (EX.)
 155,605± S.F. (PROP.)
 F.F.E. = 701,80±

ISSUE BLOCK	DATE	BY	DESCRIPTION
1	10/20/20	SM	ISSUED
2	10/20/20	SM	ISSUED
3	10/20/20	SM	ISSUED
4	10/20/20	SM	ISSUED

CHECKED BY: SM
DRAWN BY: GJL/SM
PROJECT: 20002
DOCUMENT DATE: 10/20/20



DO NOT SCALE THIS DRAWING
ALL DIMENSIONS SHALL BE
AS SHOWN UNLESS OTHERWISE
NOTED

LIFE SAFETY PLAN

SHEET LS1

LIFE SAFETY SCOPE OF WORK

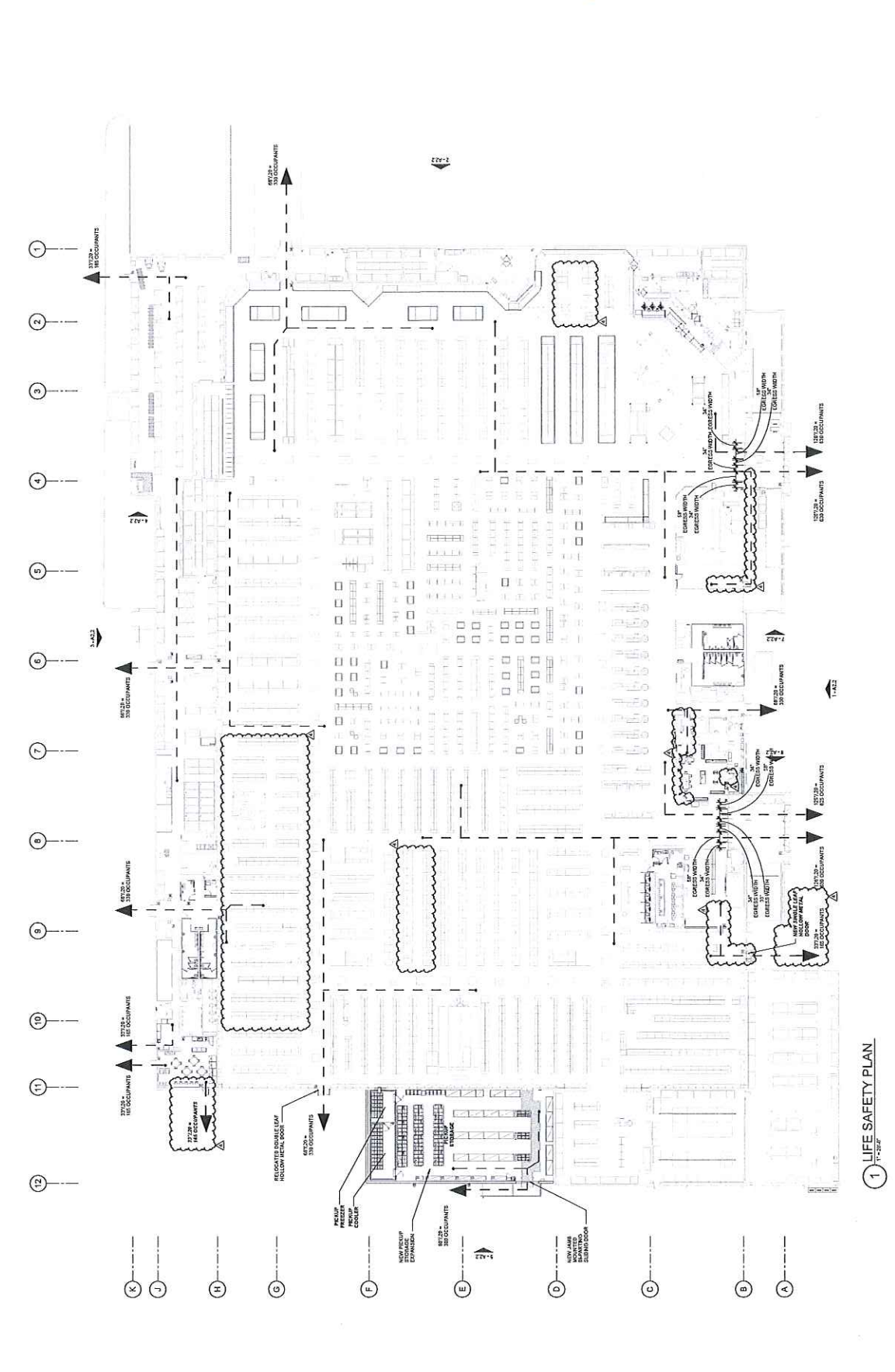
- 7500 TOTAL AREA SUBJECT TO NEW PUMP ROOMS LOOK AT NEW PUMP ROOM STORAGE EXPANSION
- STORAGE WITH LOCAL AND REMOTE
- EXPANDED EXISTING PARALLEL TO NEW PUMP ROOMS
- ALLEGED GROSS DOOR TO NEW LOCATION IN SALES

SHEET NOTES

- NEW PUMP ROOMS TO BE PLACED WITHIN THE SALES FLOOR WATER
- STORAGE WITH LOCAL AND REMOTE
- EXPANDED EXISTING PARALLEL TO NEW PUMP ROOMS
- ALLEGED GROSS DOOR TO NEW LOCATION IN SALES
- ALL DOOR AND EMERGENCY EXIT
- EXISTING DOOR SHALL BE SUBJECT
- NEW PUMP ROOMS TO BE PLACED WITHIN THE SALES FLOOR WATER
- STORAGE WITH LOCAL AND REMOTE
- EXPANDED EXISTING PARALLEL TO NEW PUMP ROOMS
- ALLEGED GROSS DOOR TO NEW LOCATION IN SALES
- ALL DOOR AND EMERGENCY EXIT
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- STORAGE WITH LOCAL AND REMOTE
- EXPANDED EXISTING PARALLEL TO NEW PUMP ROOMS
- ALLEGED GROSS DOOR TO NEW LOCATION IN SALES
- ALL DOOR AND EMERGENCY EXIT
- EXISTING DOOR SHALL BE SUBJECT
- NEW PUMP ROOMS TO BE PLACED WITHIN THE SALES FLOOR WATER
- STORAGE WITH LOCAL AND REMOTE
- EXPANDED EXISTING PARALLEL TO NEW PUMP ROOMS
- ALLEGED GROSS DOOR TO NEW LOCATION IN SALES
- ALL DOOR AND EMERGENCY EXIT
- EXISTING DOOR SHALL BE SUBJECT

EMERGENCY EGRESS (AREA) CALCULATIONS

AREA	TABLE 10.10.1.1	TABLE 10.10.1.2	TABLE 10.10.1.3
REAR AREA	15,138 SF	15,138 SF	15,138 SF
FRONT AREA	17,277 SF	17,277 SF	17,277 SF
TOTAL AREA	32,415 SF	32,415 SF	32,415 SF
MEZANINE AREA	12,142 SF	12,142 SF	12,142 SF
STORAGE AREA	3,178 SF	3,178 SF	3,178 SF
STORAGE AREA	2,488 SF	2,488 SF	2,488 SF
STORAGE AREA	4,852 SF	4,852 SF	4,852 SF
TOTAL AREA	14,058 SF	14,058 SF	14,058 SF
GROSS ENTER AREA	8,165 SF	8,165 SF	8,165 SF
REAR AREA	15,138 SF	15,138 SF	15,138 SF
FRONT AREA	17,277 SF	17,277 SF	17,277 SF
TOTAL AREA	32,415 SF	32,415 SF	32,415 SF



LIFE SAFETY PLAN

1

10/20/20

SM

GJL/SM

20002

10/20/20

LS1

WDM

TROY, MICHIGAN

STORE NO. 287111

159 EX 1

10/20/20

SM

GJL/SM

20002



PB2023-0012%PB%7820.00

Building Permit No: PB2023-0012

Building Department
Inspection: (248) 689-5744
Phone:(248) 524-3344

500 W. Big Beaver Road
Troy, Michigan 48084
Hours: Mon-Fri 8am - 4:30pm

www.troymi.gov

2001 W MAPLE 88-20-32-200-032 Subdivision: Acreage Zoning: MR, CJ, NONE Construction Type:	Location Lot: Use Group: M	SUSO 1 CAMBRIDGE LP 121 KING ST W STE 200	Owner
--	----------------------------------	--	-------

Issued: 12/11/2023	Singleton Construction, LLC Singleton Construction, LLC 4730 Wilson Rd. NW Lancaster (614) 453 4400	Applicant OH 43130
FOR INSPECTIONS - CALL (248) 689-5744 <i>Inspections called in by 3:00 P.M. will be scheduled the next business day. **NOTE NEW INSPECTION CUT-OFF TIME**</i>		

Work Description:C-ATTACHED- EXTERIOR & INTERIOR REMODEL WALMART - IN COMPLIANCE WITH THE 2015 MICHIGAN BUILDING CODE

Special Stipulations:MEET ALL CODES & INSPECTIONS. FINAL FIRE INSPECTION IS REQUIRED PRIOR TO OCCUPANCY

Work will meet all codes and inspections.

Permit Item	Work Type	Quantity	Item Total
mep Plan Review Fee 2 revisions	Plan Rev Min.	1.00	540.00
3rd party Plan Review Fee x 2 revisi	Plan Rev Min.	1.00	720.00
Initial Plan Review Fee	Plan Rev Min.	1.00	100.00
Bldg rev Plan Review Fee	Plan Rev Min.	1.00	100.00
Bldg rev 2 Plan Review Fee	Plan Rev Min.	1.00	100.00
Bldg Rev 3 Plan Review Fee	Plan Rev Min.	1.00	100.00
Value \$10,001 to 1 Million	Building Permit	500,000	5,115.00
Cert of Occupancy	C of O	1.00	175.00
3rd party Plan Review Fee	Plan Rev Min.	1.00	360.00
3rd p Plan Review Fee	Plan Rev Min.	1.00	360.00
Initial Plan Review Fee	Plan Rev Min.	1.00	150.00

Commercial, Add/Alter

Total Due: \$7820.00

PAID on: 12/11/2023

**Credit Card
Payment Validation**

Date Expires 06/08/2024

This permit is issued subject to the Building Code, Zoning Ordinance and all other Ordinances of the City of Troy, and shall become void once work is not started or is abandoned for a period of one hundred eighty (180) days.

Separate permits must also be obtained for signs and any plumbing, heating, refrigeration, electric, or sewer work.

This permit conveys no right to occupy any street or public right-of-way, either temporarily or permanently.

Please take a few minutes and let us know about your experience working with us via our customer feedback survey at <https://troymi.gov/CDSurvey>

[] TREASURER COPY

[] DEPARTMENT COPY

[] CONTRACTOR COPY



Code Enforcement
SERVICES

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

PLAN REVIEW #2
Recommended for Approval
Bulletin #3

Jurisdiction: Troy City
Date: 04/05/2024
Permit Number:
Site Address: 2001 W. Maple
Project Name: Bulletin #3
Property Owner: Walmart
Contractor:
Architect: WD Innovation at Scale
Use Group: M Choose an item. Choose an item.
Type of Construction: II-B
Fire Suppression: Yes Type: NFPA 13
Fire Alarm: Yes
Plan Reviewer: Craig Strong
Plan Reviewer Contact: (734) 662-2200 cstrong@cescode.com

Applicable Codes:

- 2015 Michigan Building Code
- 2015 Michigan Residential Code
- 2015 Michigan Rehabilitation Code (see compliance method below)
→ Compliance Method: Choose an item.
- 2018 Michigan Plumbing Code (MPC)
- 2015 Michigan Mechanical Code (MMC)
- 2017 Michigan Electrical Code (MEC)
- 2015 Michigan Energy Code Including ASHRAE 90.1-2013
- 2009 ICC A117.1 Standard for Accessible Buildings and Facilities

Comply with the following code sections: **Not Applicable.**

Deferred Submittal Items, Application, and Documents:

- Statement of special inspections must be provided to, and approved by, the authority having jurisdiction (MBC 1704.3; 1704.2.3).
- Special inspection reports must be provided to, and approved by, the authority having jurisdiction (MBC 1704.3; 1704.2.3).
- Automatic sprinkler, standpipe, and fire alarm systems documents.
- Energy code compliance report in accordance with ANSI/ASHRAE/IESNA Standard 90.1-2013 section 4.2.2.2 (include mechanical and electrical information).
- Hazardous materials report (MBC 414 & 307)
- Complete drawings for heating, ventilation, air conditioning, plumbing, and electrical.
- Carbon dioxide (CO₂) systems[F] 908.7. Provide emergency alarm drawings and piping systems in accordance with Section 5307.5 & 5307.5.2 of the *International Fire Code*.

General Items for Informational Purposes Only:

1. The approved plans and plan review accompanying the building permit shall be present at the construction site and made available to the inspector upon request.
2. The building shall be marked with an approved address identification visible from the street.
3. Separate plans, permits, and inspections are required for the following types of work unless otherwise indicated as reviewed and approved:
 - a. Electrical
 - b. Mechanical
 - c. Plumbing
 - d. Grading
4. All work is subject to field inspections.
5. Sec. 410.7 of the MRCEB requires that where an alteration contains an area of primary function, the route to the primary function shall be accessible including toilet facilities and drinking fountains serving the area of primary function. In the event the existing route, or portions thereof, such as toilet rooms, drinking fountains, or reception counters are not in compliance with the current editions of the applicable standards such as ICC A117.1-2009, please:
 - a. modify those areas to comply
 - b. install new compliant facilities
 - c. indicate an applicable exception based on the codes, standards, or public acts
 - d. request and obtain a variance from the State of Michigan



Code Enforcement
SERVICES

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

MEP Plan Review
Electrical

Project Status:

RECOMMENDED FOR APPROVAL

City of Troy

Date: 4/3/2024

Site Address: 2001 W. Maple Rd.

Project: Walmart – Revisions from Addendum Add #2 dated 2-29-24

Plan Reviewer: Doug Weaver

Plan reviewers contact Information: dweaver@cescode.com

Code as Applicable:

2015 Michigan Building Code (MBC)

2015 Michigan Rehabilitation Code for Existing Buildings (MRCEB)

2021 Michigan Plumbing Code (MPC)

2021 Michigan Mechanical Code (MMC)

2023 Michigan Electrical Code (MEC)

2015 Michigan Energy Code + ANSI/ASHRAE/IES Standard 90.1 – 2013

2009 ICC A117.1 Standard for Accessible Buildings and Facilities

Correct the following deficiencies:

No Deficiencies

Douglas Weaver

Douglas Weaver

Date:4/3/2024

The costs of providing the accessible route are not required to exceed 20% of the total costs of the alterations affecting the area of primary function (Act 230 of 1972: 125.1513(g) effective March 27, 2019).

Any additional comments not addressed above:

MEP Plan Review

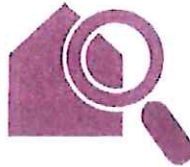
Mech

Jurisdiction: Troy
Date: 2/22/24
Site Address: 2001 W Maple
Project: Walmart store #2873
Plan Reviewer: S. Glowinski
Plan reviewer contact Information: 248-396-3982

Code as Applicable:


2015 Michigan Building Code (MBC)
2015 Michigan Rehabilitation Code for Existing Buildings (MRCEB)
2018 Michigan Plumbing Code (MPC)
2015 Michigan Mechanical Code (MMC)
2017 Michigan Electrical Code (MEC)
2015 Michigan Energy Code + ANSI/ASHRAE/IES Standard 90.1 – 2013
2009 ICC A117.1 Standard for Accessible Buildings and Facilities

Scope of work: Renovation



Code Enforcement

SERVICES

Signed  Date 2/22/24

RECOMMENDED FOR APPROVAL

- * Plumbing. NA
- * Mechanical. Approved.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: June 4, 2024

To: Honorable Mayor and Troy City Council Members

From: Robert J. Bruner, Acting City Manager
Megan E. Schubert, Assistant City Manager
Lori Grigg Bluhm, City Attorney

Subject: First Amendment Sylvan Glen Cell Tower

History

Since October 1998, AT & T Wireless and its successors and affiliates have leased a space on the cell tower located at the Sylvan Glen Golf Course, and also a cell tower located on Lowery Street. AT & T has subcontractors negotiate its leases, and we worked with several different ones to negotiate renewals for both of the cell tower leases. We were finally able to reach a satisfactory lease amendment for the Lowery Street cell tower. Unfortunately, the separate subcontractors for the Sylvan Glen site were not being responsive at that time. However, we presented two identical leases to City Council at its December 5, 2022 regular City Council meeting, which were approved. (Resolution 2022-12-184). We then sent the approved amended leases to the subcontractors for execution. The subcontractor handling the Lowery Street cell tower lease executed the document and it was recorded with the Oakland County Register of Deeds. Unfortunately, the subcontractor handling the Sylvan Glen lease left his employment, and we were unsuccessful in our many efforts to identify his replacement. Finally, our communications were internally forwarded to another subcontractor, and we sent them the approved amended lease. The new subcontractor reviewed the approved lease, but needed to make some tweaks to update the lease and the contact information. The attached proposed First Amendment to Lease Agreement has been approved by the subcontractor. If this is also approved by City Council, then we anticipate recording the attached Memorandum of Understanding (without the specific lease amounts) with the Oakland County Register of Deeds, and then the City will receive its 2023 and 2024 annual lease payments. This proposed First Amendment can be renewed in five- year increments, but can be extended until June 30, 2047.

Financial

Under the terms of the First Amendment, the City would receive an annual lease payment of \$40,000 for 2023 (retroactive), and the annual payments for each year thereafter will increase by 3%.

Recommendation

City Administration recommends approval of the attached First Amendment to Lease Agreement for the Sylvan Glen Golf Course communications/ cell tower, as well as the Memorandum of Understanding.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("**Amendment**") dated as of the later date below (the "**Effective Date**") is by and between City of Troy, a Michigan municipal corporation, having a mailing address at 500 West Big Beaver Road, Troy, MI 48084 ("**Landlord**") and NCWPCS MPL 27 - Year Sites Tower Holdings LLC, a Delaware limited liability company, by CCATT LLC, a Delaware limited liability company, its Attorney in Fact, having a mailing address at Attn: Legal - Real Estate Department, 2000 Corporate Drive, Canonsburg, PA 15317 ("**Tenant**").

WHEREAS, Landlord and Tenant, as successor in interest to New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to AT&T Wireless Services PCS, Inc., a Delaware corporation, acting by and through its Agent, Wireless PCS, Inc., d/b/a AT&T Wireless Services, are parties to that certain Lease Agreement dated October 6, 1998, whereby Landlord leases to Tenant certain Premises, therein described, that are a portion of the Property located at 5709 Rochester Road, Troy, MI 48085 (as amended and/or assigned, collectively, the "**Lease**"); and

WHEREAS, the term of the Lease expired on June 30, 2022, and the parties mutually desire to renew the Lease, memorialize such renewal period and modify the Lease in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Lease to extend the term of the Lease; and

WHEREAS, Landlord and Tenant desire to adjust the rent in conjunction with the modifications to the Lease contained herein; and

WHEREAS, Landlord and Tenant, desire to amend the Lease to modify the notice section thereof; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Lease as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Term.** The term of the Lease shall be amended to provide that the Lease has a new initial term of five (5) years ("**New Initial Term**"), commencing on July 1, 2022, ("**New Term Commencement Date**"). The Lease will be automatically renewed for up to four (4) additional five (5) year terms (each a "**Renewal Term**") upon the same terms and conditions of the Lease, as amended herein, without further action by Tenant, unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Lease at least sixty (60) days prior to the expiration of the New Initial Term or the then current Renewal Term. Hereafter, the defined term "**Term**" shall include the New Initial Term and any applicable Renewal Term. Landlord agrees and acknowledges that

except that as such permitted use or other rights may be amended herein, Tenant may continue to use and exercise its rights under the Lease as permitted prior to the New Initial Term. If all Renewal Terms are exercised, the last Renewal Term shall expire on June 30, 2047.

2. **Modification of Rent.** Commencing on July 1, 2022, the annual rent payable under the Lease shall be Forty Thousand Four Hundred and No/100 Dollars (\$40,000.00) (the "**Rent**"), and shall continue during the Term, subject to adjustment, if any, as provided below. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount.

3. **Future Rent Increase / Annual Payments.** The Lease is amended to provide that commencing on July 1, 2023 and for the duration of the Term, the annual Rent shall increase by three percent (3%) over the Rent paid during the previous year.

4. **Permitted Use.** Tenant, its personnel, invitees, contractors, agents, or assigns may use the Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals, and with advanced written permission from Landlord, which shall not be unreasonably withheld, may modify, replace, upgrade, or expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon or relocate the same within the Premises at any time during the term of the Lease, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services, or for any other reason. Landlord shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use.

5. **Acknowledgement.** Landlord and Tenant acknowledge that: 1) this Amendment is entered into of the Tenant's and Landlord's free will and volition; 2) Tenant and Landlord have read and understand this Amendment and the underlying Lease and, prior to execution of this Amendment, were free to consult with counsel of their choosing regarding its decision to enter into this Amendment and to have counsel review the terms and conditions of this Amendment.

6. **Notices.** Section 29 of the Lease is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Landlord:

City of Troy
City Manager and City Attorney
500 West Big Beaver Road
Troy, MI 48084

If to Tenant:

NCWPCS MPL 27 - Year Sites Tower Holdings LLC
Legal Department
Attn: Network Legal
208 S. Akard Street
Dallas, TX 75202-4206

With a copy to:

CCATT LLC
Attn: Legal - Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

7. **Charges.** All charges payable under the Lease such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of the Lease.

8. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.

9. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

[NO MORE TEXT ON THIS PAGE- SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

LANDLORD:
City of Troy,
a Michigan municipal corporation

TENANT:
NCWPCS MPL 27 - Year Sites Tower Holdings
LLC, a Delaware limited liability company

By: CCATT LLC, a Delaware limited liability
company
Its: Attorney in Fact

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE]

MEMORANDUM OF FIRST AMENDMENT TO LEASE AGREEMENT

THIS MEMORANDUM OF FIRST AMENDMENT TO LEASE AGREEMENT (“**Memorandum**”) is to be effective as of the date of the last signature below, by and between City of Troy, a Michigan municipal corporation, having a mailing address at 500 West Big Beaver Road, Troy, MI 48084 (“**Landlord**”) and NCWPCS MPL 27 - Year Sites Tower Holdings LLC, a Delaware limited liability company, by CCATT LLC, a Delaware limited liability company, its Attorney in Fact, having a mailing address at Attn: Legal - Real Estate Department, 2000 Corporate Drive, Canonsburg, PA 15317 (“**Tenant**”), with reference to the following facts:

Landlord and Tenant desire to have this Memorandum recorded in the Oakland County Register of Deeds, Michigan.

The parties have agreed as follows:

1. Landlord and Tenant, as successor in interest to New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to AT&T Wireless Services PCS, Inc., a Delaware corporation, acting by and through its Agent, Wireless PCS, Inc., d/b/a AT&T Wireless Services, are parties to that certain Lease Agreement dated October 6, 1998, whereby Landlord leases to Tenant certain Premises, therein described, that are a portion of the Property located at 5709 Rochester Road, Troy, MI 48085 (as amended and/or assigned, collectively, the “**Lease**”), as more particularly described in the Lease (the “**Premises**”), being part of a larger parcel of property owned by Landlord (the “**Property**” and as further described in **Exhibit “A”**), together with easements for ingress, egress and general utility purposes as described more fully in the Lease.

2. Landlord is the current landlord under the Lease.

3. Tenant is the current tenant under the Lease.

4. Landlord and Tenant have entered into that certain First Amendment to Lease Agreement with an effective date on or about the same as this Memorandum (the “**First Amendment**”).

5. The current term of the Lease commenced on July 1, 2022 and is for an initial term of (5) years. At the conclusion of the current term, Tenant shall be entitled to four (4) additional renewal

Page 1

Site Name: Sylvan Glen Golf
BUN #: 843387

terms of five (5) years each (each a “**Renewal Term**”), without the necessity of any further action by the parties. Landlord and Tenant hereby acknowledge that if all Renewal Terms are exercised, the last Renewal Term shall end June 30, 2047.

6. The terms, covenants and provisions of the Lease, as modified by the First Amendment, shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of Landlord and Tenant.

7. This Memorandum in no way modifies the terms of the Lease or any modification thereof. If there is any conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall prevail.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of First Amendment to Lease Agreement to be duly executed effective on the day and year last written below.

LANDLORD:
City of Troy,
a Michigan municipal corporation

TENANT:
NCWPCS MPL 27 - Year Sites Tower Holdings
LLC, a Delaware limited liability company

By: CCATT LLC, a Delaware limited liability
company
Its: Attorney in Fact

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE]

LANDLORD ACKNOWLEDGMENT

STATE OF _____)

)

COUNTY OF _____)

I CERTIFY that on _____, 2024, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the City Manager of **City of Troy, a Michigan municipal corporation**, the corporation named in the attached instrument;
- (b) was authorized to execute this instrument on behalf of the corporation; and
- (c) executed the instrument as the act of the corporation.

Notary Public: _____

My Commission Expires: _____

TENANT ACKNOWLEDGMENT

STATE OF _____)

)

COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledge it as the of CCATT LLC, a Delaware limited liability company, the Attorney in Fact for **NCWPCS MPL 27 - Year Sites Tower Holdings LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of _____

My appointment expires: _____

Instrument prepared by:
Christopher R. Mykytiak, Esq.
Taft Stettinius & Hollister LLP
200 Public Square, Suite 3500
Cleveland, Ohio 44114
216-706-3893

After recording return to:
Crown Castle
8020 Katy Freeway
Houston, TX 77024

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Part of the Northeast $\frac{1}{4}$ of Section 11, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan more particularly described as: Commencing at the Northeast Corner of said Section 11; thence along the East line of said Section also the centerline of John R. Road due South 505.00 feet; thence South 89 degrees 50 minutes 00 seconds West, 312.00 feet; thence due North, 505.00 feet to the North line of said Section 1 and also the centerline of Square Lake Road; thence along said line South 89 degrees 50 minutes 00 seconds East, 312.00 feet to the point of beginning, subject to rights of the public on Square Lake Road and John R. Road.

Site Name: Sylvan Glen Golf
BUN #: 843387

LEASE AGREEMENT

This Lease ("Lease") is entered into this 6th day of October, 1998, between the CITY OF TROY, a Michigan municipal corporation, whose address is 500 West Big Beaver, Troy, Michigan 48084, ("Landlord") and AT&T WIRELESS SERVICES PCS, INC., a Delaware corporation, acting by and through its Agent, WIRELESS PCS, INC., d/b/a AT&T WIRELESS SERVICES, whose address is 26877 Northwestern Highway, Suite 350, Southfield, MI 48034, ("Tenant").

RECITALS

- A. Landlord is the owner of a certain parcel of land located in the City of Troy, commonly known as "Sylvan Glen Golf Course", legally described on the attached Exhibit A (the "Property").
- B. Tenant is in the telecommunications business and desires to lease from Landlord a certain part of the Property, which part is legally described on Exhibit B (the "Premises") to construct and operate on the Premises a one hundred sixty-six (166') foot high monopole-type tower (the "Tower") as shown on the plans and specifications for the Premises for use by Tenant in connection with its telecommunications business and for use by Landlord and others authorized by Landlord and Tenant for communication purposes and other non-interfering uses.
- C. Landlord is willing to lease to Tenant and Tenant is willing to lease from Landlord the Premises upon the terms and conditions set forth in this Lease Agreement (the "Lease").

THEREFORE, in consideration of the mutual covenants contained in this Lease, the Landlord and Tenant agree as follows:

1. **Leased Premises.** Landlord leases to Tenant and Tenant leases from Landlord the ground space described on Exhibit A to construct the Tower and one equipment shelter of 21' x 42-1/2' size in accordance with the site plan attached as Exhibit B (the "Equipment Shelter") for use by Landlord, Tenant and two (2) other users, together with a non-exclusive easement for ingress, egress and utilities over the adjacent real property as legally described on the attached Exhibit B under the caption "Access Easement" and "Utilities Easement". Landlord and Tenant acknowledge that Landlord may use the vertical space _____ feet on the Tower, and that Tenant may use the vertical space at 166 feet on the Tower, unless modified by a written amendment executed by Landlord and Tenant. The Equipment Shelter shall be constructed with separate rooms for use by Tenant, Landlord and two (2) other users, with separate entrances, electrical outlets and utility services for each occupant. All of the foregoing are collectively referred to as the "Premises". This Lease is not a franchise pursuant to Article 7, Section 29 of the Michigan Constitution, nor is it a permit to use the rights-of-way under Article 2A of the Michigan Telecommunications Act, Act No. 216 of the Public Acts of 1995. Any such franchise or Act 216 permit must be obtained separately from Landlord.

2. **Term and Renewals.** The initial term of this Lease shall commence on the date of issuance of a Certificate of Occupancy by the City (the "Commencement Date") and shall end on June 30, 2007. Provided Tenant is not in default under this Lease, this Lease shall be automatically renewed for up to three (3) successive renewal terms of five (5) years each at the expiration of each preceding term and one (1) final renewal term of three (3) years, unless Tenant notifies Landlord in writing at least one hundred twenty (120) days prior to expiration of the then current term of the Lease. Each renewal shall be on the same terms and conditions as are contained in this Lease, except that the rental rate shall be adjusted as provided on Exhibit C of this Lease and there shall be no renewal after the final renewal term.

3. **Rent and Other Consideration.**

a. Tenant shall pay Landlord a lump sum, non-refundable initial payment of Sixty Thousand (\$60,000.00) Dollars in lieu of rent, which represents Ten Thousand (\$10,000.00) Dollars for the purchase of microwave communications equipment by the City and Fifty Thousand (\$50,000.00) Dollars as a non-refundable payment in lieu of annual rent for the initial four years and two months. As additional consideration for the initial term of the Lease, Tenant shall construct the Tower and Equipment Shelter as specified in paragraph 1 of this Lease, and as shown and described on Exhibit B and Exhibit D. In addition, Tenant shall pay Landlord as annual rent for the Premises each year during the term of this Lease the rental specified on Exhibit C. The annual rent payments shall commence without further notice on July 1, 2004. If the term of the Lease shall commence on a date other than July 1, the term of the initial term shall be adjusted by the number of days between the Commencement Date and July 1 so that all of Landlord's Tower and Antennae Leases shall be on July 1 anniversary dates. Tenant shall pay Landlord Rent annually in advance on July 1 of each year that the Lease is in effect. All Rent shall be paid without offset.

b. Tenant shall pay Landlord a late payment charge equal to five (5%) percent of the late payment for any payment not paid when due. Any amounts not paid when due shall also bear interest until paid at the lesser of the rate of two (2%) percent per month or the highest rate permitted by law.

c. To the extent that Landlord desires to purchase telephone service from Tenant, Tenant shall offer this service to Landlord at the most favorable rate and terms that Tenant offers to any other municipality.

d. In addition, upon execution of this Lease by Tenant, Tenant shall reimburse Landlord for its reasonable costs and expenses, including hardware, consultant and attorney fees, incurred by Landlord in connection with the negotiation and preparation of this Lease, Ten Thousand (\$10,000.00) Dollars for all of the leases negotiated concurrently at the time of this Lease.

e. Tenant agrees to use its best efforts to colocate future facilities and minimize the number of new Towers in the City.

4. **Use of Premises; Compliance with Laws.** Tenant shall use the Premises for the construction, operation, maintenance and repair of a telecommunications tower, equipment shelter, related facilities, antennae or buildings and for no other purposes. Tenant agrees to restrict its use of the Tower to that portion of the structure as set forth in Paragraph 1. Landlord reserves the right to require Tenant to move Tenant's antenna locations on the Tower to accommodate Landlord's own needs, provided, however, that Tenant shall in all cases be able to utilize the Tower at the new location for its intended purpose. Upon receipt of notice directing Tenant to move its antenna locations, Tenant shall move such antennae at Landlord's cost, subject to Landlord's supervision in accordance with the following provisions:

a. If Landlord desires that Tenant move its antenna locations, Landlord shall give Tenant sixty (60) days notice, which notice shall contain the location on the Tower required by Landlord to be occupied by Tenant in order to allow Tenant to comply with applicable rules and regulations of the Federal Communications Commission ("FCC") and to provide similar coverage.

b. Any movement of Tenant's antenna(e) shall not serve to increase or decrease the Rent to be paid by Tenant.

c. At the request of Landlord, Tenant shall at Landlord's reasonable cost and only with Landlord's prior approval, obtain the written opinion of a licensed structural engineer and/or electronics engineer in good standing with the State of Michigan which determines that the new location of the antenna(e) is structurally appropriate and will not interfere with the communication requirements of other Tower users, including Landlord.

Tenant shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use, operation, maintenance, construction and/or installation of the Premises. In connection with any required approvals or extensions, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses, permits and authorizations required for Tenant's use of the Premises from all applicable governmental and regulatory entities (the "Governmental Approvals"). Landlord agrees to allow Tenant to perform surveys, soils testing, and other engineering procedures and environmental investigations on, under and over the Premises to determine that the Premises are suitable for Tenant's intended use, provided Tenant restores any property or soil disturbed by such activities. Tenant expressly agrees to indemnify and hold the Landlord, its employees, appointed and elected officials, and volunteers and other individuals working on behalf of the Landlord, harmless against any losses, costs, expenses, damages, liabilities, or claims whether groundless or not, arising out of bodily injury, sickness or disease, including death resulting at any time therefrom, which may be sustained or claimed by any person or persons, or destruction of any property, (including the loss of use thereof) based on any act or omission, negligent or otherwise, of the Tenant or anyone acting on behalf of the Tenant incident to the entry, investigation or testing of the Premises, except that Tenant shall not be responsible for indemnification to the Landlord for damages caused by or resulting from the Landlord's sole negligence; and Tenant shall at its own cost and expense, defend any such claim and any suit,

action or proceeding which may be commenced thereunder and Tenant shall pay any and all judgments which may be recovered in any such suit, action or proceeding and any and all expenses, including but not limited to costs, attorney fees and settlement expenses which may be incurred therein as they relate in any way to such investigation.

5. **Landlord's Use of Premises.** Until such time as the Tower is conveyed to Landlord pursuant to Paragraph 34(c) of the Lease, the Tower shall be installed and owned by Tenant. Landlord shall have the right to use the Premises and the portion of the Tower to be constructed by Tenant for any lawful purpose. In addition, Landlord shall have the right to lease the Tower to other users for commercial purposes (except for that part occupied or served by Tenant and Landlord), subject to review by Landlord and Tenant to determine that the proposed use will not interfere with either's operation. The person seeking to install the additional antennae upon the Tower shall provide at its expense sufficient information as may be required by Landlord and Tenant to determine that the new proposed use will not interfere with Tenant's use of the Tower by Landlord or Tenant or cause any adverse effect on the structural integrity of the Tower. All rental income derived from the Tower and Premises shall be payable to Landlord, and the terms of any such agreement must be approved by Landlord and Tenant shall not unreasonably withhold its approval of any such use.

6. **Tenant Improvements; Tenant's Use of Landlord's Tower.** Immediately after the Commencement Date and after obtaining site plan approval for the Tower, Tenant shall construct the Tower and the Equipment Shelter as shown on the attached Exhibits within ninety (90) days thereafter. The Tower and related facilities shall be so constructed to be able to accommodate the antennae of Tenant, Landlord, and two (2) other wireless communication providers. The Equipment Shelter shall be for use by the Tenant, Landlord and two (2) other users. The Equipment Shelter shall be constructed of brick materials to match the existing building on the Property or of other suitable materials approved by the Landlord's City Manager. Tenant shall also construct all ancillary support facilities as set forth in the Specifications set forth in Exhibit E, within the time period specified above. Prior to commencing construction, Tenant shall submit plans and specifications for all improvements to Landlord for Landlord's written approval, such approval not to be unreasonably withheld. Prior to commencing construction, Tenant shall also provide Landlord with the name of the contractor that will be constructing the improvements. Tenant shall also install antennae for the Landlord if engineering, design and other specifications are timely made available to Tenant by Landlord. The contractor is subject to the prior written approval of Landlord, which approval shall not be unreasonably withheld. All improvements shall be constructed in a workmanlike manner without the attachment of any liens to the Premises and shall be completed in compliance with all applicable laws, rules, ordinances and regulations. Until conveyed by the Tenant pursuant to Paragraph 34(c), the Tower shall remain the property of the Tenant with all rental income derived payable to Landlord. At that time, Tenant shall execute and deliver a Bill of Sale in a form satisfactory to Landlord's counsel conveying to the Landlord the Tower and related facilities to which Landlord is entitled to own under the terms of this Lease.

7. **Net Lease.** Landlord shall not be required to make any expenditures of any kind in connection with this Lease or to make any maintenance, repairs or improvements to the Premises. The parties agree that this is a net Lease intended to assure Landlord the rent reserved on an absolute net basis. In addition to the Rent reserved above, Tenant shall pay to the party entitled thereto its prorated share of all taxes, assessments, insurance premiums, maintenance charges, and any other charges, costs and expenses against the Premises which may be contemplated under any provisions of this Lease, provided however, that the taxes, maintenance and insurance charges for the Tower shall be prorated among the users, other than the Landlord, based upon the number of such users. In addition, Tenant shall be responsible for its prorata share of the taxes, maintenance and insurance charges relating to the Tower that would otherwise be chargeable to the Landlord. If the number of commercial users shall change during the term of this Lease, the proportionate share of the expenses shall be adjusted accordingly between any commercial users (except Landlord).

8. **Signs.** Tenant shall not place any signs on the Premises without Landlord's approval. Landlord shall have the right to withhold approval of any sign which in Landlord's sole discretion is not compatible with Landlord's use and development of the Property.

9. **Taxes.** Tenant shall pay all real property taxes and assessments for the Premises, if any, which become due and payable during the term of this Lease which are associated with its use. All such payments shall be made, and evidence of all such payments shall be provided to Landlord, at least ten (10) days prior to the delinquency date of the payment. Tenant shall pay all taxes on its personal property on the Premises. If the methods of taxation in effect at the Commencement Date of the Lease are altered so that in lieu of or as a substitute for any portion of the real property taxes and special assessments now imposed on real property there is imposed any tax Tenant shall pay those amounts in the same manner as provided for the payment of real property taxes.

10. **Maintenance.** Tenant shall, at its own expense, maintain the Premises and all improvements, equipment and other personal property installed upon the Premises by Tenant in good working order, condition and repair. As additional consideration for this Lease, Tenant agrees to pay Landlord's share of the maintenance of the Tower. Tenant shall require all other users of the Tower to pay for their respective share of the maintenance cost of the Tower and related facilities. Such users shall be equally responsible for maintenance and insurance (including if Tenant terminates this Lease), and Tenant shall provide itemized statements for the maintenance work if requested by Landlord or any user of the Tower. Tenant shall also keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference. Tenant shall submit to Landlord and other users of the Tower an annual inspection report prepared by a competent tower inspection company regarding the integrity and maintenance of the Tower. Costs of the annual inspection report shall be prorated among the commercial users of the Tower.

11. **Quiet Enjoyment.** Landlord covenants and agrees that upon payment by the Tenant of the Rent under this Lease and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall

peaceably and quietly hold and enjoy the property, the rights, and privileges granted for the term demised without hindrance or interference by Landlord or any other person, and Landlord shall perform all of its obligations under this Lease. Tenant acknowledges that the Property is a municipal golf course. Tenant agrees that it will not at any time interfere with the use of the Premises by Landlord or its invitees except in the case of an emergency. Tenant shall conduct its maintenance activities at times when the outdoor area of the Premises are not in use. Landlord and its invitees shall have the right to conduct activities in the area of the Tower without constituting a breach of Tenant's right of quiet enjoyment of the Property.

12. **Access.** Subject to the limitation set forth in Paragraph 11, Landlord and its agents shall have the right to enter the Premises at reasonable times to examine and inspect the Premises. Tenant shall have access to the Premises 24 hours a day 7 days per week, provided it does not interfere with Landlord's operations on the Premises.

13. **Utilities.** Tenant shall at its sole expense provide any utility service to the Premises that it desires. If there are additional users of the Tower, each user's utility usage shall be separately metered. Tenant shall pay when due all charges for its usage of utilities to the Premises during the term of the Lease.

14. **License Fees.** Tenant shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Tenant's use of the Premises.

15. **Broadcast Interference.**

a. **Definition.** As used in this Lease, "interference" with a broadcasting activity means:

- (i) Interference within the meaning of the provisions of recommended practices of the Electronics Industries Associations (EIA) and the rules and regulations of the Federal Communications Commission (FCC) then in effect, or
- (ii) A material impairment of the quality of either sound or picture signals on a broadcasting activity as may be defined by the FCC at any hour during the period of operation of activity, as compared with that which would be obtained if no other broadcaster were broadcasting from the Property or had any equipment on the Property.

b. Tenant shall take reasonable actions to prevent and properly remove any interference with broadcast activities of Landlord or other tenants of Landlord caused by Tenant's use of the Premises. Landlord shall take reasonable actions to prevent and promptly remove or cause to be removed any interference with Tenant's broadcast activities caused by Landlord or Landlord's lessees, licensees, invitees, or agents.

16. **Governmental Approvals.** This Lease is contingent upon Tenant's obtaining all necessary governmental approvals, permits or licenses that Tenant may deem necessary. This contingency shall be deemed waived sixty (60) days after date of this Lease unless Tenant provides Landlord written notice within the sixty (60) day period that it is terminating the Lease due to its inability to obtain necessary approvals.

17. **Default and Landlord's Remedies.**

a. It shall be a default if:

- (i) Tenant defaults in the payment of any sums to Landlord when due, and does not cure such default within ten (10) days.
- (ii) Tenant defaults in the performance of any other covenant or condition of this Lease and does not cure such other default within thirty (30) days after written notice from Landlord specifying the default complained of.
- (iii) Tenant abandons or vacates the Premises.
- (iv) Tenant is adjudicated a bankrupt or makes any assignment for the benefit of creditors.
- (v) Tenant becomes insolvent or Landlord reasonably believes itself to be insecure.

b. In the event of a default under this Lease by Tenant, Landlord shall be entitled to any remedies provided under this Lease and as shall then be provided by law; except that Landlord shall not be entitled to distrain any personal property (including fixtures) on the property except those to which Landlord is entitled at the end of the term of the Lease; provided that prior to and as a condition precedent to the exercise of any remedy, Landlord shall give to Tenant written notice of default and the nature of the default and Tenant shall have thirty (30) days (or if the default cannot be cured within thirty (30) days a longer period as shall be necessary to cure the default acting with due diligence) after receipt of the notice within which to cure the default during which period no remedy shall be pursued.

c. For a breach of any provision of this Lease requiring that the use be in compliance with all applicable laws, rules, regulations, or standards, including but not limited to FCC rules and regulations, interference standards, environmental laws, or health protection laws, rules or regulations, Landlord may, in addition to any other remedy it may have under this Lease or at law, obtain a temporary restraining order and preliminary injunction compelling it to cease and desist all operations on the Leased Premises until further order of the Court, since Landlord does not have an adequate remedy at law. Prior to invoking such remedy, Tenant shall be given a thirty (30) day notice of the alleged default so that it may cure such default.

d. No re-entry and taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease, regardless of the extent of renovations and alterations by Landlord, unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

e. If suit shall be brought by Landlord for recovery of possession of the Premises, for the recovery of any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant, the Tenant shall pay to the Landlord all expenses incurred therefor, including reasonable attorney fees.

18. **Cure by Landlord.** In the event of any default of this Lease by Tenant, the Landlord may at any time, after notice, cure the default for the account of and at the expense of the Tenant. If Landlord is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fee in instituting, prosecuting or defending any action to enforce the Landlord's rights under this Lease, the sums so paid by Landlord, with all interest, costs and damages shall be deemed to be Additional Rental and shall be due from the Tenant to Landlord on the first day of the month following the incurring of the respective expenses.

19. **Damage or Destruction.** If the Tower or any portion of the Tower is destroyed or damaged so as to materially hinder effective use of the Tower due to an "act of God" or other cause which is not the fault of the Landlord, Landlord may elect to terminate this Lease if Tenant does not repair or restore the Premises within one hundred twenty (120) days of written notice to Tenant of the damage or destruction which period Landlord agrees to reasonably extend if Tenant has diligently pursued such repair or restoration, but has been unable to complete such work for reasons beyond its control. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction. Landlord shall be entitled to retain any consideration paid. Landlord requires Tenant to repair or restore the Premises for use by Landlord.

20. **Condemnation.** In the event the Premises are taken by eminent domain, this Lease shall terminate as of the date title to the Premises vests in the condemning authority. In the event a portion of the Premises is taken by eminent domain so as to materially hinder effective use of the Premises by Tenant, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the award paid for the taking and the Landlord shall receive full amount of such award. Tenant shall hereby expressly waive any right or claim to any portion thereof although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, shall belong to Landlord. Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, and leasehold improvements.

21. **Indemnity and Insurance.**

a. **Disclaimer of Liability.** Landlord shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Tenant's construction, maintenance, repair, use, operation, condition or dismantling of the Premises.

b. **Indemnification.** Tenant shall, at its sole cost and expense, indemnify and hold harmless Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against:

- (i) Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Tenant, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Premises or the Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.
- (ii) Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Tenant, its contractors or sub-contractors, for the installation, construction, operation, maintenance or use of the Premises and, upon the written request of Landlord, Tenant shall cause such claim or lien covering Landlord's property to be discharged or bonded within thirty (30) days following such request.

c. **Assumption.** Tenant undertakes and assumes for its officers, agents, contractors and subcontractors and employees (collectively "Tenant" for the purpose of this section), all risk of dangerous conditions, if any, on or about the Premises, and Tenant hereby agrees to indemnify and hold harmless the Indemnitees against and from any claim asserted or

liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from Indemnitee's gross negligence) arising out of the Tenant's installation, operation, maintenance, condition or use of the Premises or Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.

d. **Defense of Indemnitees.** In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Tenant shall, upon notice from any of the Indemnitees, at Tenant's sole cost and expense, resist and defend the same with legal counsel mutually selected by Tenant and Landlord; provided however, that Tenant shall not admit liability in any such matter on behalf of the Indemnitees without the written consent of Landlord and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Tenant.

e. **Notice, Cooperation and Expenses.** Landlord shall give Tenant prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing shall be deemed to prevent Landlord from cooperating with Tenant and participating in the defense of any litigation by Landlord's own counsel. Tenant shall pay all expenses incurred by Landlord in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by the Landlord's attorney, and the actual expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings but shall not include attorneys fees for services that are unnecessarily duplicative of services provided Landlord by Tenant. If Tenant requests Landlord to assist it in such defense then Tenant shall pay all expenses incurred by Landlord, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the costs of any services rendered by the Landlord's attorney, and the actual expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings.

f. **Insurance.** During the term of the Lease, Tenant shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

- (i) Worker's compensation insurance meeting Michigan statutory requirements.
- (ii) Comprehensive commercial general liability insurance with minimum limits of Three Million (\$3,000,000) Dollars as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for completed operations liability, independent contractor's liability; coverage for property damage from perils of

explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

- (iii) Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Tenant, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No-Fault Insurance Law including residual liability, insurance with minimum limits of One Million (\$1,000,000) Dollars as the combined single limit for each occurrence for bodily injury and property damage.
- (iv) Property insurance in the full insurable replacement value of the Tower, Equipment Shelter and related facilities on a prorata basis with other commercial users.
- (v) At the start of and during the period of any construction, builders all-risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Tower. Upon completion of the installation of the Tower, Tenant shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Premises. The amount of insurance at all times shall be representative of the insurable values installed or constructed.
- (vi) Business interruption insurance coverage in an amount sufficient to cover such loss of revenues, for the period of time which it would take, under normal circumstances, to repair or replace that part(s) of the Premises which is damaged and caused the loss of revenue.
- (vii) All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis.
- (viii) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

g. **Named Insured.** All policies, except for business interruption and worker's compensation policies, shall name Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereafter created, and their respective officers, boards, commissions, employees, agents and contractors, as their respective interests may appear as additional insured (herein referred to as the "Additional Insured"). Each policy which is to be endorsed to add Additional Insured hereunder, shall contain cross-liability wording, as follows:

In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder.

h. **Evidence of Insurance.** Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this paragraph, along with written evidence of payment of required premiums shall be filed and maintained with Landlord annually during the term of the Lease. Alternatively, Tenant shall provide Landlord with evidence of participation in a satisfactory self-insurance program. Tenant shall immediately advise Landlord of any claim or litigation that may result in liability to Landlord.

i. **Cancellation of Policies of Insurance.** All insurance policies maintained pursuant to this Lease shall contain the following endorsement:

At least sixty (60) days prior written notice shall be given to Landlord by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail to the parties named in this paragraph of the Lease.

j. **Insurance Companies.** All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Michigan which are satisfactory to Landlord.

k. **Deductibles.** All insurance policies may be written with deductibles, not to exceed \$50,000 unless approved in advance by Landlord. Tenant agrees to indemnify and save harmless Landlord, the Indemnitees and Additional Insured from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.

l. **Contractors.** Tenant shall require that each and every one of its contractors and their subcontractors carry, in full force and effect, workers' compensation, comprehensive public liability and automobile liability insurance coverage of the type which Tenant is required to obtain under the terms of this paragraph with appropriate limits of insurance.

m. **Review of Limits.** Once during each calendar year during the term of this Lease, Landlord may review the insurance coverage to be carried by Tenant. If Landlord determines that higher limits of coverage are necessary to protect the interests of Landlord or the Additional insured, Tenant shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense.

22. **Hazardous Substance Indemnification.** Landlord and Tenant represent and warrant that their respective use of the Premises will not generate any hazardous substance, and they will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance. Each party further agrees to hold the other harmless from and indemnify such party against any release of any such hazardous substance and any damage, loss, or expense or liability resulting from such release, including all attorney fees, costs and penalties incurred as a result thereof except any release caused by the negligence of the releasing party, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

23. **Holding Over.** Any holding over after the expiration of the term hereof, with the consent of the Landlord, shall be construed to be a tenancy from month to month at two times the rents specified in this Lease prorated on a monthly basis) and shall otherwise be for the term and on the conditions specified in this Lease, so far as applicable.

24. **Subordination to Mortgage.** Any mortgage now or subsequently placed upon any property of which the Premises are a part shall be deemed to be prior in time and senior to the rights of the Tenant under this Lease. Tenant subordinates all of its interest in the leasehold estate created by this Lease to the lien of any such mortgage. Tenant shall, at Landlord's request, execute any additional documents necessary to indicate this subordination.

25. **Removal of Equipment; Restoration;** Except as otherwise provided herein, upon the expiration of this Lease, or the earlier termination and cancellation of this Lease by Tenant for any reason, Tenant may remove all of its antennae, equipment and other personal property located within the Equipment Shelter, and fixtures, including but not limited to its transmitting and receiving equipment, transmitting and receiving antennae and transmission lines. The Tower and Equipment Shelter will remain at the Leased Premises and, if requested by Landlord, be conveyed to the Landlord for One (\$1.00) Dollar at Landlord's option upon the termination of the Agreement. Conveyance of the Tower, Equipment Shelter and Related Facilities shall be by an instrument approved by Landlord's counsel. If requested by Landlord, Tenant shall removal the Tower, Equipment Shelter and related facilities. Tenant shall not remove any improvements which are required to be or which have been conveyed to Landlord pursuant to this Lease unless requested by Landlord. All removals required to be made by Tenant shall be completed with ninety (90) days after the effective date of expiration or other termination. Tenant shall restore the Property to substantially the same condition as existed as of the commencement of the term of this Lease, reasonable wear and tear excepted, provided, however, that Tenant will remove any driveways, sidewalks and foundation if requested by Landlord in accordance with Landlord's codes, ordinances or regulations. Underground piping or wiring or any other fixtures or improvements shall be reduced to a depth of not less than one foot below ground level, unless other requirements are imposed by Landlord under its applicable codes. Tenant shall not remove

any security fence built by Tenant (unless otherwise requested by Landlord) and same shall become the property of the Landlord. In the event that the Tenant fails to remove any improvements it installed on the Property which it is required or entitled to remove within ninety (90) days of the termination of the Lease, Landlord may do so with the reasonable costs of same to be charged to the Tenant.

26. **Removal Bond.** Upon default, Tenant shall provide a letter of credit, cash deposit or other security satisfactory to Landlord's counsel in an amount determined by a licensed structural engineer for Tenant's proportionate amount of the cost of removing the Tower, Equipment Shelter and related facility as required under Section 25.

27. **Acceptance of Premises.** By taking possession of the Premises, Tenant accepts the Premises in the condition existing as of the Commencement Date. Landlord makes no representation or warranty with respect to the condition of the Premises and Landlord shall not be liable for any latent or patent defect in the Premises.

28. **Estoppel Certificate.** Tenant shall, at any time and from time to time upon not less than ten (10) days prior request by Landlord, deliver to Landlord a statement in writing certifying that

- a. the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identifying the modification);
- b. the dates to which rent and other charges have been paid;
- c. so far as the person making the certificate knows, Landlord is not in default under any provisions of the Lease; and
- d. such other matters as Landlord may reasonably request.

29. **Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested; to the following addresses:

If to Landlord, to:

City Manager
City of Troy
500 West Big Beaver Road
Troy, MI 48084

With a copy to:

City Attorney
City of Troy
500 West Big Beaver Road
Troy, MI 48084

If to Tenant, to:

AT&T Wireless Services, PCS, Inc.
Attn: General Counsel
26877 Northwestern Highway, Suite 350
Southfield, MI 48034

30. **Assignment and Subletting.** Tenant shall not assign this Lease in whole or in part, or sublet all or any part of the Premises without the Landlord's prior written consent, except that it is permissible to assign such Lease to a parent or subsidiary of the Tenant or to any entity which purchases substantially all of the assets of the Tenant Consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity of such consent to any subsequent assignment or subletting. This prohibition against any assignment or subletting shall not be construed to include a prohibition against any subletting or assignment by operation of law. If this Lease is assigned, or if the Premises or any part thereof is sublet or occupied by anyone other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant and apply the net amount collected to the rent and other obligations of Tenant, but no assignment, subletting, occupancy or collection shall be deemed a waiver or release of Tenant from the further performance by Tenant of the covenants on the part of Tenant. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease. Any person or entity to which this Lease is assigned pursuant to the Bankruptcy Code, 11 USC §101, et seq., shall be deemed without further act to have assumed all of the obligations of Tenant arising under this Lease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Landlord an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Landlord, shall be the exclusive property of Landlord, and shall not constitute property of the Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid to Landlord.

31. **Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.

32. **Co-Location.** Tenant agrees to allow the Landlord and two (2) other telecommunications providers to lease space upon the Tower upon reasonable request of such users, provided the use does not unreasonably interfere with Tenant's use, with rent received from the Tower payable to Landlord. Such co-location and lease terms, by additional users, shall be subject to review and approval by Landlord as required by this Lease.

33. **Contact Person; Notice of Change.** In order to have Landlord be able to contact the Tenant at any time with respect to the construction or operation of the Tower or its ancillary facilities, it is imperative that the Landlord have a current contact person and current phone number of such contact person at all times. Tenant has designated the following person with the following phone number as the contact person in charge of the oversight of construction and operation of the Tower:

Anthony Amine
Office - (248) _____
Pager - (248) _____

Tenant shall advise Landlord with 24 hours of any change in either the contact person or the phone number of the contact person.

34. **Lease Memorandum.** Simultaneous with the execution of this Lease, the parties have executed a Memorandum of Lease. Tenant or Landlord may record the Memorandum of Lease. If Tenant's survey of the Premises requires a correction to the legal description rider attached to the Memorandum of Lease, the parties will execute in recordable form a modified Memorandum of Lease or a supplement to the Memorandum of Lease.

35. **Termination.**

a. By Landlord, Landlord may terminate this Lease for any default by Tenant in its obligations under this Lease as provided in Paragraph 17.

36. **Miscellaneous.**

a. Landlord and Tenant represent that each, respectively has full right, power, and authority to execute this Lease.

b. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth. Any modification of or amendment to this Lease must be in writing and executed by both parties.

c. This Lease shall be construed in accordance with the laws of the State of Michigan.

d. If any term of this Lease is found to be void or invalid, such invalidity shall not effect the remaining terms of this Lease, which shall continue in full force and effect.

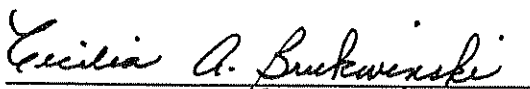
e. Tenant agrees to look solely to the interest of Landlord in the Premises for the satisfaction of any judgment against Landlord as a result of any breach by Landlord of its obligations under this Lease. No other property of Landlord shall be subject to levy or execution as a result of any claim by Tenant against Landlord arising out of the relationship created by this Lease.

This Lease was executed as of the date first set above.

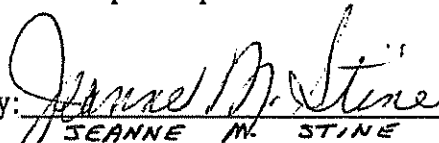
WITNESSED:

LANDLORD:

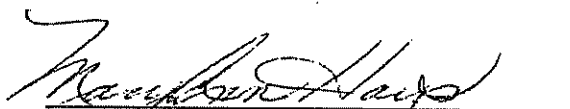
CITY OF TROY, a Michigan
municipal corporation




CECILIA A. BRUKWINSKI

By: 

JEANNE M. STINE
Its: Mayor



MARRANN HAYS

By: 

TAMARA A. RENSHAW
Its: Clerk
T

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

To the Agreement dated _____, 1998 by and between the City of Troy, a Michigan municipal corporation ("Landlord") and AT&T Wireless Services PCS, Inc., a Delaware corporation, acting by and through its Agent, Wireless PCS, Inc., d/b/a AT&T Wireless.

Part of the Northeast $\frac{1}{4}$ of Section 11, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan more particularly described as: Commencing at the Northeast Corner of said Section 11; thence along the East line of said Section also the centerline of John R. Road due South 505.00 feet; thence South 89 degrees 50 minutes 00 seconds West, 312.00 feet; thence due North, 505.00 feet to the North line of said Section 1 and also the centerline of Square Lake Road; thence along said line South 89 degrees 50 minutes 00 seconds East, 312.00 feet to the point of beginning, subject to rights of the public on Square Lake Road and John R. Road.

EXHIBIT B-1

SITE PLAN OF THE PREMISES, WITH LEGAL DESCRIPTION OF THE PREMISES TO BE LEASED AND ACCESS AND UTILITY EASEMENTS

To the Agreement dated _____, 1998 by and between the City of Troy, a Michigan municipal corporation ("Landlord") and AT&T Wireless Services PCS, Inc., a Delaware corporation, acting by and through its Agent, Wireless PCS, Inc., d/b/a AT&T Wireless.

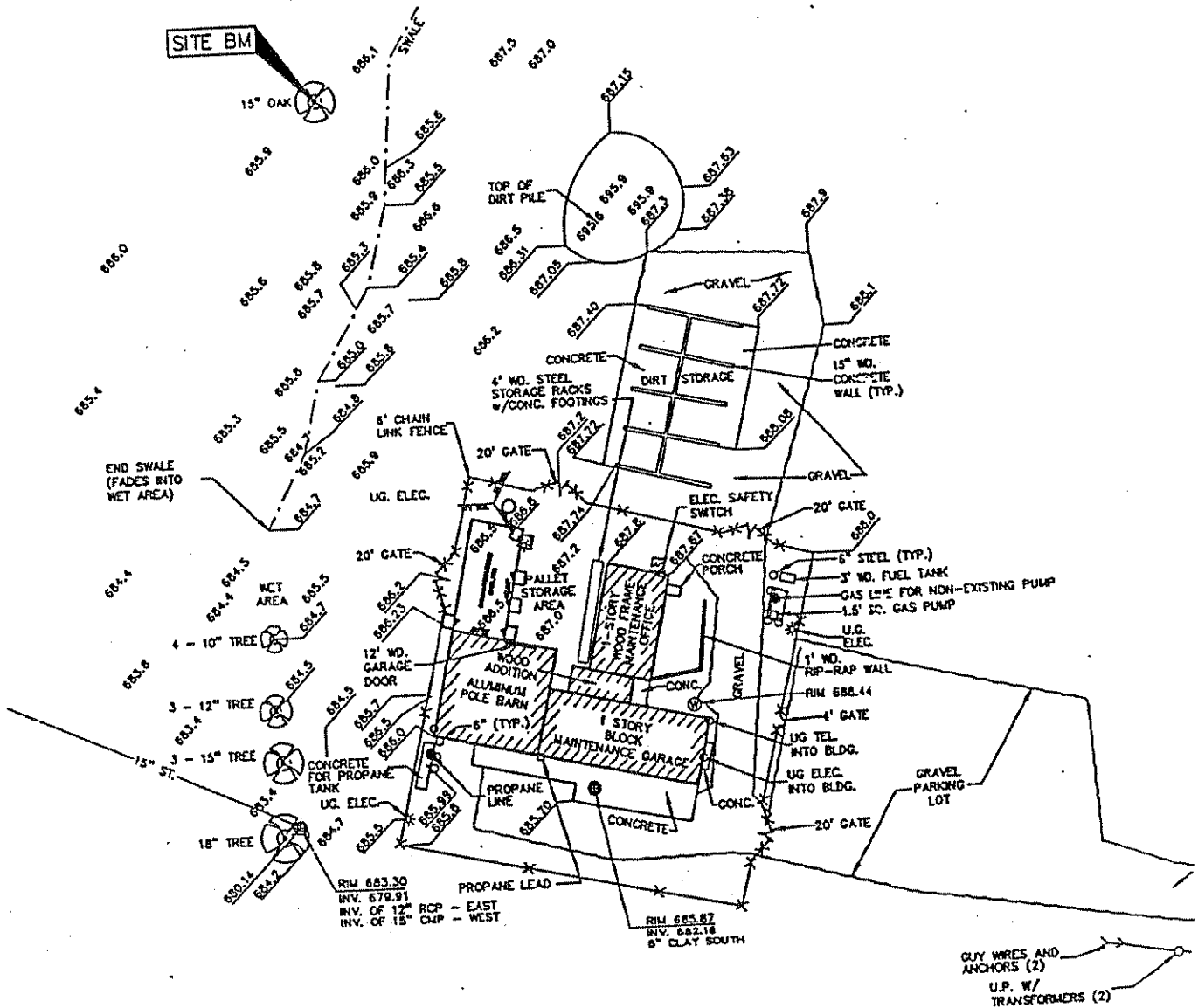


EXHIBIT B-2

SITE PLAN OF THE PREMISES, WITH LEGAL DESCRIPTION OF THE PREMISES TO BE LEASED AND ACCESS AND UTILITY EASEMENTS

To the Agreement dated _____, 1998 by and between the City of Troy, a Michigan municipal corporation ("Landlord") and AT&T Wireless Services PCS, Inc., a Delaware corporation, acting by and through its Agent, Wireless PCS, Inc., d/b/a AT&T Wireless.

LEGAL DESCRIPTION

(Total Parcel From The Phillip F. Greco Title Company No. 63-678228)

Situated in the City of Troy, Oakland County, Michigan, the Northeast ¼ of Section 10, T.2 N., R.11 E, City of Troy, Oakland County, Michigan.

LEGAL DESCRIPTION

PARCEL "A"

Part of the Northeast ¼ of Section 10, T.2 N., R.11 E, City of Troy, Oakland County, Michigan, commencing at the Northeast corner of Section 10; thence along the East section line South, 1964.14 feet; thence West 9.68 feet; thence 48.53 feet along a curve to the left, radius 31.00 feet, central angle 89°41'22", chord bearing N 44°01'00" W, 43.72 feet; thence N 68°34'57" W, 49.90 feet; thence N 83°55'31" W, 59.46 feet; thence N 88°34'57" W, 168.80 feet; thence S 01°25'15" W, 170.88 feet; thence N 79°24'59" W, 902.34 feet; thence N 06°01'31" E, 105.66 feet; thence N 74°45'29" W, 57.90 feet; thence N 13°12'15" E, 15.01 feet to the Point of Beginning: Thence S 13°12'15" W, 56.50 feet; thence N 76°47'45" W, 44.50 feet; thence N 13°12'15" E, 56.50 feet; thence S 76°47'45" E, 44.50 feet to the Point of Beginning, containing 2514.2 square feet or 0.057 acres.

NM SS LP

LEGAL DESCRIPTION

INGRESS/EGRESS EASEMENT

An ingress/egress easement over part of the Northeast ¼ Section of 10, T.2N., R.11 E, City of Troy, Oakland County, Michigan, commencing at the Northeast corner of Section 10; thence along the East section line South, 1845.42 feet to the Point of Beginning: Thence continuing South 118.72 feet; thence West 9.68 feet; thence 48.53 feet along a curve to the left, radius 31.00 feet, central angle 89°41'22", chord bearing N 44°01'00" W, 43.72 feet; thence N 88°34'57" W, 49.90 feet; thence N 83°55'31" W, 59.46 feet; thence N 88°34'57" W, 168.80 feet; thence S 01°25'15" W, 170.88 feet; thence N 79°24'59" W, 902.34 feet; thence N 06°01'31" E, 105.66 feet; thence N 74°45'29" W, 57.90 feet; thence N 13°12'15" E, 15.01 feet; thence S 74°45'29" E, 71.20 feet; thence S 06°01'31" W, 61.33 feet; thence S 75°10'23" E, 49.33 feet; thence S 14°49'37" W, 39.57 feet; thence S 79°24'59" E, 803.36 feet; thence N 59°51'52" E, 22.74 feet; thence N 01°25'15" E, 157.43 feet; thence S 88°34'57" E, 161.00 feet; thence N 45°00'00" E, 44.41 feet; thence S 88°34'57" E 90.64 feet; thence 50.19 feet along a curve to the left, radius 31.00 feet, central angle 92°46'0", chord bearing N 48°12'58" E, 44.89 feet thence East 20.88 feet to the Point of Beginning.

EXHIBIT C

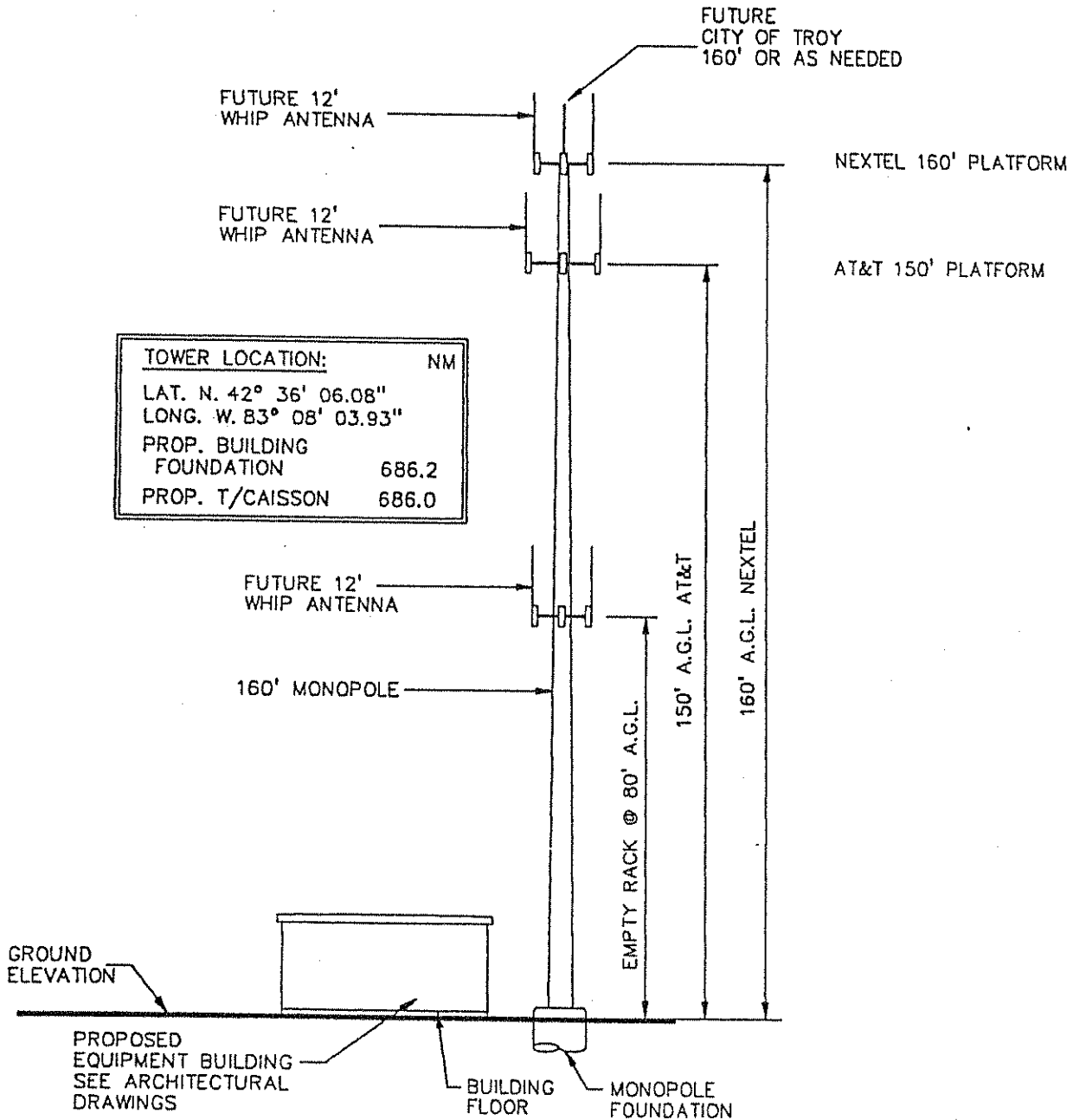
RENT SCHEDULE

<u>Years 1 through 7</u>		<u>Annual Rent</u>
1.	July 1, 1997 - June 30, 1998	\$ -0-
2.	July 1, 1998 - June 30, 1999	-0-
3.	July 1, 1999 - June 30, 2000	-0-
4.	July 1, 2000 - August 31, 2001	-0-
5.	Sept 1, 2001 - June 30, 2002	10,000.00
6.	July 1, 2002 - June 30, 2003	14,400.00
7.	July 1, 2003 - June 30, 2004	14,400.00
 <u>Years 8 through 12</u>		 <u>Annual Rent</u>
8.	July 1, 2004 - June 30, 2005	\$16,800.00
9.	July 1, 2005 - June 30, 2006	16,800.00
10.	July 1, 2006 - June 30, 2007	16,800.00
11.	July 1, 2007 - June 30, 2008	16,800.00
12.	July 1, 2008 - June 30, 2009	16,800.00
 <u>Years 13 through 17</u>		 <u>Annual Rent</u>
13.	July 1, 2009 - June 30, 2010	\$19,200.00
14.	July 1, 2010 - June 30, 2011	19,200.00
15.	July 1, 2011 - June 30, 2012	19,200.00
16.	July 1, 2012 - June 30, 2013	19,200.00
17.	July 1, 2013 - June 30, 2014	19,200.00
 <u>Years 18 through 22</u>		 <u>Annual Rent</u>
18.	July 1, 2014 - June 30, 2015	\$21,600.00
19.	July 1, 2015 - June 30, 2016	21,600.00
20.	July 1, 2016 - June 30, 2017	21,600.00
21.	July 1, 2017 - June 30, 2018	21,600.00
22.	July 1, 2018 - June 30, 2019	21,600.00
 <u>Years 23 through 25</u>		 <u>Annual Rent</u>
23.	July 1, 2019 - June 30, 2020	\$24,000.00
24.	July 1, 2020 - June 30, 2021	24,000.00
25.	July 1, 2021 - June 30, 2022	24,000.00

Final

DESCRIPTION AND
ADDITIONAL EQUIPMENT AND SERVICES

To the Agreement dated _____, 1998 by and between the City of Troy, a Michigan municipal corporation ("Landlord") and AT&T Wireless Services, PCS, Inc., a Delaware corporation, acting by and through its Agent, Wireless PCS, Inc.



TYPICAL SITE ELEVATION

NOT TO SCALE

AT& T SITE # 3329B

A Meeting of the Civil Service Commission (Act 78) was held Thursday, May 9, 2024 at Troy City Hall, 500 W. Big Beaver Road in the Lower Level Conference Room. Chairman/President McGinnis called the meeting to order at 1:31 PM.

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

B. **APPROVAL OF MINUTES:**

1. **Approval of Minutes of Monday, March 4, 2024**

Resolution #CSC-2024-05-006

Moved by Cannon

Seconded by McGinnis

RESOLVED, That the Troy Civil Service Commission (Act 78) hereby **APPROVES** the Minutes of the Monday, March 4, 2024, meeting as presented.

Yes: Cannon, McGinnis

No: None

Absent: Steele

MOTION CARRIED

C. **PETITIONS AND COMMUNICATIONS:** None

D. **REPORTS:** None

E. **OLD BUSINESS:** None

F. **NEW BUSINESS:**

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

Resolution #CSC-2024-05-007

Moved by Cannon

Seconded by McGinnis

RESOLVED, That the Civil Service Commission (Act 78) **APPROVES** the eligible list for Police Officer as **PRESENTED**.

Yes: Cannon, McGinnis
No: None
Absent: Steele

MOTION CARRIED

G. PUBLIC COMMENT:

H. ADJOURNMENT:

The Civil Service Commission (Act 78) meeting **ADJOURNED** at 1:33 PM.



Donald E. McGinnis, Jr., Chairman



Heather Chomiak, Election Specialist