

TROY CITY COUNCIL

REGULAR MEETING AGENDA

AUGUST 12, 2024

CONVENING AT 7:30 P.M.

Submitted By The City Manager



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,

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 Et	han Baker
	That 1
Council Member Theresa Brooks	Council Member Rebecca Chamberlain-Creanga
Hirauchee	Mallen
Council Member Hirak Chanda	Council Member Mark Gunn
DIKA	- Eller G. Hodoul
Council Member David Hamilton	Mayor Pro Tem Ellen Hodorek



CITY COUNCIL AGENDA

August 12, 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)

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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 #2024-08-Moved by Seconded by

RESOLVED, That Troy City Council hereby EXCUSES the absence of	at the
Regular City Council Meeting of August 12, 2024, due to	

Yes: No:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 No Certificates of Recognition and Special Presentations

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

Public Hearing – Planned Unit Development (File Number PUD-020 (JPLN2023-0021)) – Proposed Village of Hastings PUD, East Side of Livernois, North of Square Lake (PIN #88-20-03-301-008, -023, -024, -025, and 88-20-03-351-004), Section 3, Presently Zoned NN (Neighborhood Node "Q") and R-1B (One Family Residential) Zoning District (Introduced by: Brent Savidant, Community Development Director)

Suggested Resolution
Resolution #2024-08Moved by
Seconded by

WHEREAS, The applicant, GFA Development, Inc., seeks Conceptual Development Plan (CDP) and Preliminary Development Plan (PDP) approval for the Village of Hastings Planned Unit Development (PUD), located on the east side of Livernois, north of Square Lake, in Section 3, approximately 6 acres in area; and,

WHEREAS, The Village of Hastings PUD features 33 residential units comprised of four (4) different housing types: three (3) single family detached homes, eight (8) ranches, eighteen (18) townhomes, and four (4) duplexes; and,

WHEREAS, The PUD provides a walkable environment that is compact, designed to human scale, and exhibits contextual integration of buildings and city spaces; and,

WHEREAS, The PUD provides a compatible mix of open space, landscaped areas and pedestrian amenities; and,

WHEREAS, The PUD proposes appropriate land use transitions between the PUD and surrounding properties; and,

WHEREAS, The PUD will reasonably mitigate impacts to the transportation system and enhance non-motorized facilities and amenities; and,

WHEREAS, The PUD provides a complementary variety of housing types;

BE IT RESOLVED, That CDP Approval and PDP Approval for the proposed Village of Hastings PUD, **BE GRANTED**.

BE IT FURTHER RESOLVED, The subject property is hereby **REZONED** to Planned Unit Development (PUD #20).

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** the proposed PUD Agreement, attached hereto, except that minor modifications that do not change any substantive terms of the agreement may be approved by the Community Development Director, after consultation with and agreement of the City Manager and City Attorney.

BE IT FURTHER RESOLVED, That the Mayor and City Clerk are hereby **AUTHORIZED TO EXECUTE** the PUD Agreement for Village of Hastings PUD on behalf of the City; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **REQUIRES** the applicant to record the executed Village of Hastings PUD Agreement with the Oakland County Register of Deeds within ten business days of the date of execution, a copy of which shall be returned to the City Clerk by the applicant.

BE IT FINALLY RESOLVED, That Troy City Council hereby **AUTHORIZES** the petitioner to submit the Final Development Plan pursuant to Section 11.08 of Chapter 39.

Υ	es	
Ν	o:	

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) <u>City Council Appointments</u>: None
- I-2 Board and Committee Nominations: a) Mayoral Nominations Downtown Development Authority, Local Development Finance Authority; b) City Council Nominations None

a) <u>Mayoral Nominations</u>:

Suggested Resolution Resolution #2024-08-Moved by Seconded by

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

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:

interested Appr	iourito.			
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	
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		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	6/30/2028	Resident Member	
Smieliauskas	Fabrice	9/7/2025	6/30/2028	Resident Member	
Starks	Louis			Oakland County Designee	
Vacancy			6/30/2027	Resident Member	Nickolas Vitale resigned 7/17/21 (Term expired 6/30/2023)

Nominations to the Local Development Finance Authority (LDFA):

Term Expires: 6/30/2027 Resident Member

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

Interested Applicants:

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

Yes: No:

b) <u>City Council Nominations</u>: None

I-3 Request for Closed Session

Suggested Resolution Resolution #2024-08-Moved by Seconded by

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

Yes: No:

I-4 2024 City Council Meeting Schedule (Introduced by: Meg Schubert, Assistant City Manager and Dylan Clark, Management Analyst)

Suggested Resolution Resolution #2024-08-Moved by Seconded by

RESOLVED, That Troy City Council **SHALL HOLD** a Special Meeting on the following date at 8:00 AM at the Troy Community Center or as otherwise provided by the City Council Rules of Procedure:

Saturday, December 07, 2024 2024 Advance

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

Yes: No:

1-5 2024 City of Troy Advance Meeting Facilitation Consulting Services (Introduced by: Meg Schubert, Assistant City Manager and Dylan Clark, Management Analyst)

Suggested Resolution Resolution #2024-08-Moved by Seconded by

WHEREAS, Section 12.1 of the City Charter directs City Management to obtain comparative prices for the purchase and sale of all materials except in the employment of professional services; and,

WHEREAS, Jaymes Vettraino has successfully provided services to the City;

THEREFORE, BE IT RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract for Advance Meeting Facilitation Consulting Services to Vettraino Consulting, LLC of Michigan for a not-to-exceed amount of \$9,950.

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

Yes: No:

I-6 Community Engagement and Priority Research (Introduced by: Courtney H. Flynn, Communications and Engagement Director)

Suggested Resolution

Resolution #2024-08-Moved by Seconded by

WHEREAS, Section 12.1 of the City Charter directs City Management to obtain comparative prices for the purchase and sale of all materials except in the employment of professional services; and,

WHEREAS, All sales or purchases over \$10,000 shall be approved by the City Council and competitively bid except where the Council shall determine that the public interest will be best served without obtaining sealed bids; and,

WHEREAS, Cobalt Community Research is a Michigan-based organization that has successfully provided community research services to the City; and,

THEREFORE, BE IT RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** Cobalt Community Research of Michigan a contract for community engagement and priority research for a not-to-exceed amount of \$16,000.

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

Yes: No:

I-7 Bid Waiver and Standard Purchasing Resolution 4: AirVac 911 Exhaust System and Installation at Fire Stations 1, 2, 3, 5, 6 and Budget Amendments (Introduced by: Peter Hullinger, Fire Chief)

Suggested Resolution Resolution #2024-08-Moved by Seconded by

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *AirVac, Air Vacuum Corporation of Dover, NH*, for the purchase of the AirVac 911 system equipment, for an estimated cost of \$152,281, as detailed in the proposal, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AWARDS** a contract to *Shaw Systems of Southfield, MI* for the installation of the AirVac equipment and associated electrical requirements at the City of Troy Fire Stations for an estimated cost of \$115,891 and a 10% contingency amount of \$26,817, as detailed in the proposals and as per the Oakland County Cooperative Purchasing Program Contract #010460, copies of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council **APPROVES** budget amendments in the amount of \$45,000 to the Fire Department's Buildings and Improvement Capital Project Fund.

Yes:

١	N	0	
	N	v	

I-8 Standard Purchasing Resolution 8: Best Value Award – Boulan Park Cricket Field Construction and Budget Amendment (Introduced by: Kurt Bovensiep, Public Works Director)

Suggested Resolution Resolution #2024-08-Moved by Seconded by

RESOLVED, That Troy City Council hereby **APPROVES** a contract award to *Premier Group Associates, LC, of Detroit, MI*, the highest rated bidder who satisfied all bid proposal requirements and was the low bidder, for the construction of a Cricket Field at Boulan Park for a total cost of \$759,669.26, which includes Alternate #1, asphalt pathway around the field, plus a 15% contingency of \$113,950.00, as per the amended pricing contained in the attached tabulation, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment to the 2025 Fiscal Year Capital Fund in the amount of \$75,000.00.

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

Yes	
No.	

J. CONSENT AGENDA:

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

Suggested Resolution Resolution #2024-08-Moved by Seconded by

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

Yes: No:

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

J-2 Approval of City Council Minutes

Suggested Resolution

Resolution #2024-08-

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

- a) City Council Minutes-Draft July 8, 2024
- b) City Council Minutes-Draft July 22, 2024
- J-3 Proposed City of Troy Proclamations: None Submitted
- J-4 Standard Purchasing Resolutions:
- a) Standard Purchasing Resolution 4: MITN Purchasing Cooperative Digital Imaging, Microfilming and Related Document Management Services

Suggested Resolution

Resolution #2024-08-

RESOLVED, That Troy City Council hereby **APPROVES** a one (1) year contract with an option to renew for three (3) additional years to *Global Solutions Group, Inc. of Oak Park, MI,* for Digital Imaging, Microfilming, and Related Document Management Services, for Departmental use on an as-needed basis; as per the MITN Cooperative Purchasing Contract ITB-FH-21-22-2324 unit pricing, contract to expire April 24, 2028.

b) Standard Purchasing Resolution 4: MiDeal and OMNIA Partners Cooperative Purchasing Contracts – Fire Department Office Furniture Purchase and Installation and Budget Amendment

Suggested Resolution

Resolution #2024-08-

RESOLVED, That the Troy City Council hereby **AWARDS** a contract to *ISCG Inc. of Royal Oak, MI,* for the purchase and installation of office furniture in the Fire Department for an estimated cost of \$45,371.01, as detailed in proposal #124566 per the State of Michigan MiDEAL Cooperative Contracts #22000000043, #071B7700074 and OMNIA Partners Cooperative Contract #07-78, and a 10% contingency amount of \$4,537.10 for a not to exceed project total of \$49,908.11; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment to transfer funds from the Fire Department Repair/Mtnce Supplies Blding Mt Supplies Account 101.336.344.774.100 to the Fire Department Capital Projects Account 401.336.337.975.165 in the amount of \$49,908.11.

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

c) Standard Purchasing Resolution 4: Oakland County Extended Purchasing Contract - Department of Public Works Electrical Distribution Upgrades

Suggested Resolution

Resolution #2024-08-

RESOLVED, That Troy City Council hereby **AWARDS** a contract to *Shaw Systems* of *Southfield*, *MI*, for the Department of Public Works Electrical Distribution Upgrades, for an estimated cost of \$131,180 plus additional fees per DTE, as per the Oakland County Extended Purchasing Contract #010460 and as detailed in the proposals; 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.

d) Standard Purchasing Resolution 4: Oakland County Extended Purchasing Contracts – TFAC Fiber Optic Installation Services

Suggested Resolution

Resolution #2024-08-

WHEREAS, The TFAC Building point-to-point network equipment is nearing its functional limitation and useful life; and,

WHEREAS, Installation of fiber optic connection lines connecting TFAC to the Civic campus buildings would improve performance and reliability;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** a contract for TFAC Fiber Optic Installation Services to *Shaw Systems* of *Southfield, MI*, for an estimated cost of \$32,196 as detailed in proposal SCOT2406001 per the Oakland County Extended Purchasing Contract #010460; 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.

J-5 Clinton River Watershed Council Agreement Extension and 2024/2025 Membership Dues

Suggested Resolution

Resolution #2024-08-

RESOLVED, That Troy City Council hereby **APPROVES** the Agreement for Services between the City of Troy and the Clinton River Watershed Council for stormwater education for MS4 stormwater permit and payment of 2024/2025 membership dues, and the Mayor and City Clerk are **AUTHORIZED** to execute the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

- J-6 Request for Authorization to Make an Unconditioned Offer to Purchase Property, Rochester Road, Barclay to Trinway, Project No. 02.206.5, Parcel #110, Flagstar Bank, FSB, Sidwell #88-20-10-477-038, and a Request to Institute Court Action If Necessary
- a) Request for Authorization to Make Unconditioned Offer to Purchase Property, Rochester Road, Barclay to Trinway, Project No. 02.206.5, Parcel #110, Flagstar Bank, FSB, Sidwell #88-20-10-477-038

Suggested Resolution Resolution #2024-08-

RESOLVED, That Troy City Council hereby **AUTHORIZES** an unconditioned offer for the purchase of right of way to Flagstar Bank, FSB in the amount of \$128,303.00.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** closing and recording costs not to exceed \$10,000.00.

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

b) Request for Authorization to Institute a Condemnation Lawsuit, Rochester Road, Barclay to Trinway, Project No. 02.206.5, Parcel #110, Flagstar Bank, FSB, Sidwell #88-20-10-477-038

<u>Suggested Resolution</u> Resolution #2024-08-

RESOLVED, That Troy City Council **DECLARES** that the completion of Rochester Road, Barclay to Trinway, Project #02.206.5, is a public improvement within the scope of the City's powers, since this improvement is for the use or benefit of the public, and therefore it is permissible for the City to initiate condemnation proceedings to facilitate the completion of this project.

RESOLVED, That Troy City Council **AUTHORIZES** the City Attorney to institute a condemnation lawsuit for the acquisition of real estate for public purposes for the completion of Rochester Road, Barclay to Trinway, Project #02.206.5, and **AUTHORIZES** the Mayor and City Clerk to execute any documents needed for the condemnation lawsuit.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the City Attorney to expend any needed funds to acquire the necessary real estate for public purposes.

J-7 Request for Authorization to Make an Unconditioned Offer to Purchase Property, Rochester Road, Barclay to Trinway, Project No. 02.206.5, Parcel #111, KJ Property Group, LLC, Sidwell #88-20-10-477-049, and a Request to Institute Court Action If Necessary

a) Request for Authorization to Make Unconditioned Offer to Purchase Property, Rochester Road, Barclay to Trinway, Project No. 02.206.5, Parcel #111, KJ Property Group, LLC, Sidwell #88-20-10-477-049

Suggested Resolution Resolution #2024-08-

RESOLVED, That City Council **AUTHORIZES** an unconditioned offer for the purchase of right of way to KJ Property Group, LLC in the amount of \$324,324.00.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** closing and recording costs not to exceed \$10,000.00.

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

b) Request for Authorization to Institute a Condemnation Lawsuit, Rochester Road, Barclay to Trinway, Project No. 02.206.5, Parcel #111, KJ Property Group, LLC, Sidwell #88-20-10-477-049

Suggested Resolution

Resolution #2024-08-

RESOLVED, That Troy City Council **DECLARES** that the completion of Rochester Road, Barclay to Trinway, Project #02.206.5, is a public improvement within the scope of the City's powers, since this improvement is for the use or benefit of the public, and therefore it is permissible for the City to initiate condemnation proceedings to facilitate the completion of this project.

RESOLVED, That Troy City Council **AUTHORIZES** the City Attorney to institute a condemnation lawsuit for the acquisition of real estate for public purposes for the completion of Rochester Road, Barclay to Trinway, Project #02.206.5, and **AUTHORIZES** the Mayor and City Clerk to execute any documents needed for the condemnation lawsuit.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the City Attorney to expend any needed funds to acquire the necessary real estate for public purposes.

J-8 Request for Acceptance of a Permanent Easement from Troy KS Development, LLC, Sidwell #88-20-28-103-004

Suggested Resolution Resolution #2024-08-

RESOLVED, That Troy City Council **ACCEPTS** a permanent easement for stormwater sewers from Troy KS Development, LLC, owner of the property having Sidwell #88-20-28-103-004, and

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

J-9 Request for Acceptance of a Quit Claim Deed, Pearl Estates Detention Pond, Sidwell #88-20-12-476-060

Suggested Resolution

Resolution #2024-08-

RESOLVED, That Troy City Council **ACCEPTS** a quit claim deed for the existing detention pond from Fazal Khan Investments, LLC, owner of the property having Sidwell #88-20-12-476-060.

BE IT FURTHER 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 Acceptance of Four Permanent Easements from Orestis Kitsios, Jorgo Jani, and EDC Ventures, Sidwell #88-20-27-178-015 and -016

Suggested Resolution

Resolution #2024-08-

RESOLVED, That Troy City Council **ACCEPTS** four permanent easements for storm sewers and surface drainage, and sidewalks from Orest Kitsios, Jorgo Jani, and EDC Ventures doing business as Centurion Building Company, owners of the properties having Sidwell #88-20-27-178-015 & -016.

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

J-11 Request for Acceptance of Two Permanent Easements from Ermal Shehi, Sidwell #88-20-27-178-017

Suggested Resolution

Resolution #2024-08-

RESOLVED, That Troy City Council **ACCEPTS** two permanent easements for storm sewers and surface drainage, and sidewalks from Ermal Shehi owner of the property having Sidwell #88-20-27-178-017.

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

J-12 Edward Ross v. City of Troy, et al. Lawsuit

Suggested Resolution

Resolution #2024-08-

RESOLVED, That Troy City Council hereby **AUTHORIZES** and **DIRECTS** the City Attorney's Office to represent Troy's interests in the matter of *Edward Ross v City of Troy et al.* U.S. District Court, Eastern District of Michigan, Case Number 2: 24-cv-11766, and **AUTHORIZES** the City Attorney to request our insurance carrier, Michigan Municipal Risk Management Authority, to assign an attorney to represent the individual defendants at the City's costs, as well as the payment of necessary costs and expenses, including the retention of any witnesses (including experts) that are required for adequate representation.

J-13 Request for Recognition as a Nonprofit Organization – Community Housing Network

Suggested Resolution

Resolution #2024-08-

RESOLVED, That Troy City Council hereby **APPROVES** the request from Community Housing Network, asking that they be recognized as a nonprofit organization operating in the community for the purpose of obtaining a charitable gaming license as recommended by City Management.

- K. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:
- 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) Liquor Advisory Committee-Final July 15, 2024

- **O-2** Department Reports:
- a) Recreation Department Report New Fitness Membership
- b) Code Enforcement Department Report Citizen Sign Volunteers
- **O-3** Letters of Appreciation:
- a) Letter of Appreciation to Lyndsey Ramsay from Linda and Mike Berg Regarding Tiger's Game Outing
- b) Letter of Appreciation from GFOA to the City of Troy Distinguished Budget Presentation Award
- **O-4** Proposed Proclamations/Resolutions from Other Organizations: None Submitted
- O-5 Letter from MAMC Regarding Aileen Dickson Achieving Level 3 Certification
- O-6 Notice of Hearing for the Electric Customers of DTE Electric Company Case No. U-21550
- O-7 Notice of Hearing for the Electric and Gas Customers of DTE Energy Company Case No. U-21558
- O-8 Notice of Hearing for the Electric Customers of DTE Electric Company Case No. U-21658
- 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 Closed Session

S. ADJOURNMENT:

Pobert Jounes

Respectfully submitted,

Robert J. Bruner

Acting City Manager

2024 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

2024 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

August 26, 2024	Regular Meeting
September 16, 2024	
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

CITY COUNCIL AGENDA ITEM

Date: August 5, 2024

To: Robert J. Bruner, Acting City Manager

From: Megan E. Schubert, Assistant City Manager

R. Brent Savidant, Community Development Director

Subject: PUBLIC HEARING - PLANNED UNIT DEVELOPMENT (File Number PUD 020 (JPLN2023-

0021) - Proposed Village of Hastings PUD, East side of Livernois, North of Square Lake (PIN 88-20-03-301-088, -023, -024, -025 and 88-20-03-351-004), Section 3, Presently

zoned NN (Neighborhood Node "Q") and R-1B (One Family Residential) Zoning

Districts.

The applicant GFA Development, Inc. seeks Conceptual Development Plan (CDP) and Preliminary Development Plan (PDP) approval for the Village of Hastings Planned Unit Development (PUD). The project features a total of 33 residential units comprised of 4 different housing types (single family detached, ranch style detached, single family attached and duplex). City Council is the approval body for PUD's, following a Planning Commission recommendation.

The Planning Commission held a public hearing on this item on April 9, 2024 and postponed the item to allow the applicant an opportunity to address some site design issues. The Planning Commission considered the item on May 28, 2024 and recommended approval of the project by a vote of 6-2.

A public hearing is scheduled for this item on August 12, 2024.

Legal Review

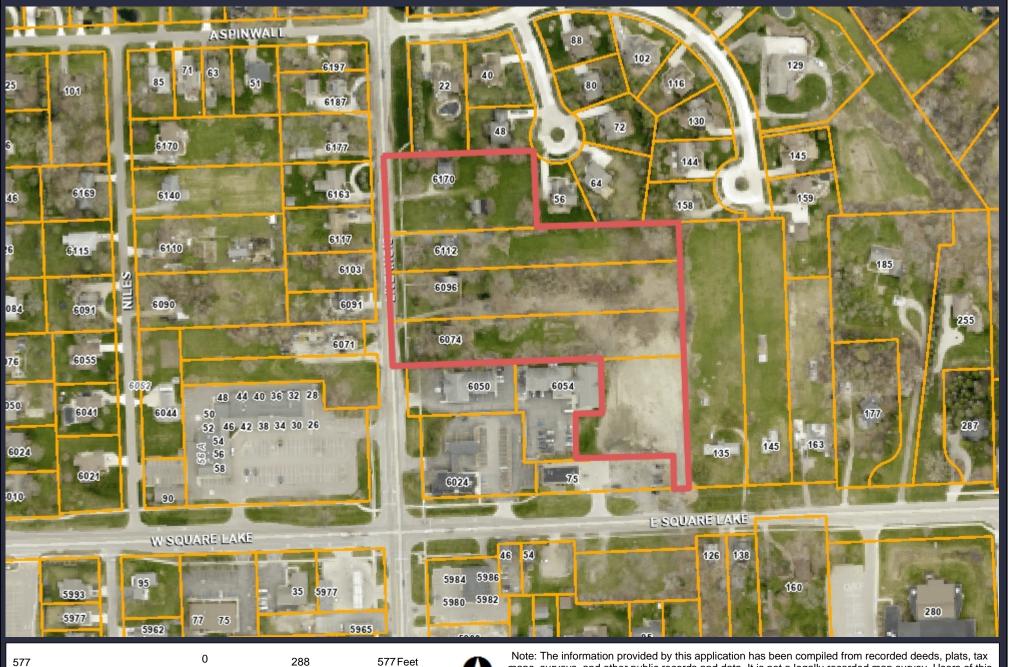
This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.

Attachments:

- 1. Maps
- 2. Planning Commission minutes from April 9, 2024 Planning Commission Regular meeting (excerpt)
- 3. Planning Commission minutes from May 28, 2024 Planning Commission Regular meeting (excerpt)
- 4. Report prepared by Carlisle/Wortman Associates, Inc. for May 28, 2024 Planning Commission meeting.
- 5. OHM Memo, dated August 24, 2023
- 6. PUD Application/Site Plan
- 7. Public comment
- 8. PUD Agreement (draft)

TROY

GIS Online

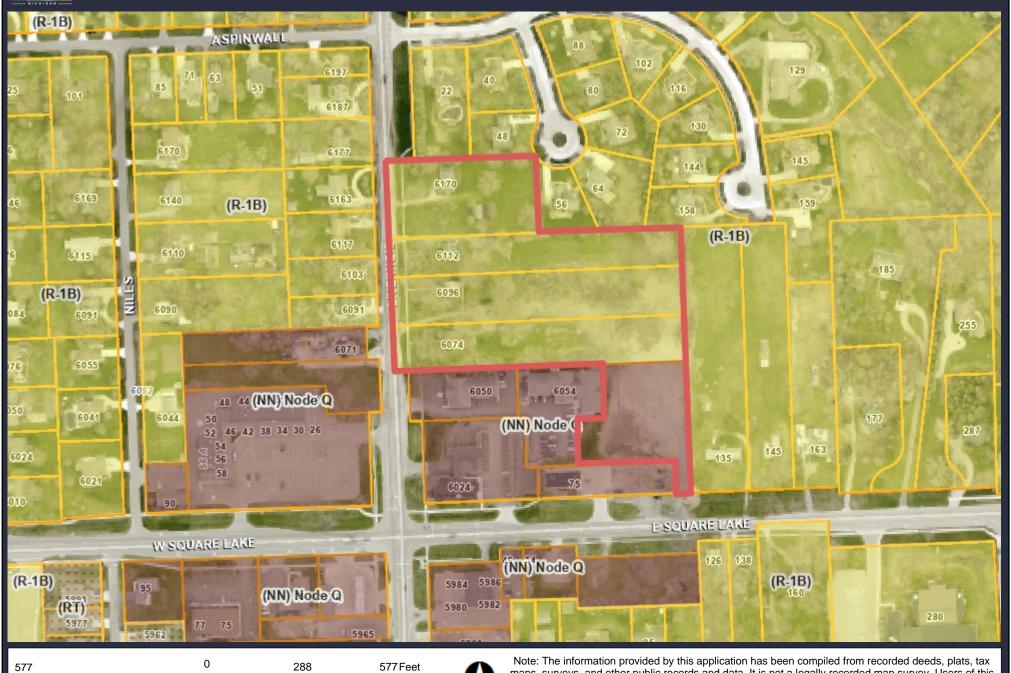


577 Feet

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.

TROM MICHIGAN

GIS Online



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.

PLANNED UNIT DEVELOPMENT

7. PUBLIC HEARING - PLANNED UNIT DEVELOPMENT (File Number PUD 020 JPLN2023-0021) - CONCEPT DEVELOPMENT PLAN (CDP) AND PRELIMINARY DEVELOPMENT PLAN (PDP) APPROVAL — The Village of Hastings PUD, East Side of Livernois, North of Square Lake, (PIN 88-20-03-301-088, -023, -024, -025 and 88-20-03-351-004), Section 3, Presently Zoned NN (Neighborhood Node "Q") and R-1B (One Family Residential) Zoning Districts

Mr. Carlisle provided a brief background of The Village of Hastings PUD application. He stated the applicant removed the privacy fence between the existing older homes and the adjacent new housing units and reduced the number of duplex units to two (2). Mr. Carlisle said the applicant has not provided building materials or an architectural color scheme. He asked the Planning Commission to hold a public hearing and consider public testimony. He said as part of the deliberations, the Planning Commission should consider if the project is consistent with the Master Plan, whether it meets the Site Plan Review Design Standards and whether it meets the PUD Standards.

In summary, Mr. Carlisle said any approval of the PUD application should be subject to the conditions as identified in his report dated March 15, 2024.

Applicant Gary Abitheira gave a PowerPoint presentation. He addressed the reduction of units, reorientation of entrance doors on units 9 through 12, the City Traffic Consultant report, traffic volume data from the RCOC (Road Commission of Oakland County) website, internal vehicular circulation, comparisons of density with previously approved PUD developments and the missing middle ranch style homes he is proposing. Mr. Abitheira walked through the PUD Standards one by one to substantiate how he feels the application meets the PUD Standards.

There was discussion, some comments related to:

- Applicant to keep the historic nature of the older homes, place them on the market for sale and incorporate such terms in the PUD Agreement.
- Walkability of the site.
- EVA (Emergency Vehicle Access); access and signage.
- Extension of sidewalk along Square Lake.
- Potential to provide a pedestrian crosswalk on Square Lake.
- Potential for additional green space in detention area.
- Circulation improvements requested by the City Traffic Consultant OHM; applicant has met.
- Trash pickup arrangement.
- Public amenities.
- Sustainability features.
- Design of ranch units as relates to the Site Plan Review Design Standards.
- Building materials and color scheme.
- Patios and/or decks on units.
- Inconsistency of building and lot dimension designations on the site plan.

It was the consensus of the Board members that the application does not meet the PUD Standard that references *innovative* and creative site and building designs, solutions and materials, and that the applicant could focus more on the Site Plan Review Design Standards.

It was clarified that the Long Lake and Crooks PUD development is the development that Ms. Dufrane referenced in a previous meeting stating it set a high bar for approval of a PUD development.

PUBLIC HEARING OPENED

- Michael Johnson, 450 E Square Lake; expressed support for the development, that any additional traffic that might be generated is negligible, concerns expressed by community and Board members have been addressed by applicant.
- Mary Rettig, 6860 Westaway; addressed definitions applied to different styles of housing units, square footage of units, concerns with parking and traffic.
- Allyson Wyckhuyse, 56 Telford; addressed orientation of her home as relates to the development and proposed public amenities.
- Sheila Lenz-Shomo, 6464 Fredmoor; addressed concerns with traffic, acceleration and deceleration lanes, density, internal vehicular circulation, and application meeting PUD Standards.
- Nanette Gearhart, 6197 Livernois; voiced opposition to the development, addressed concerns with parking and transition to existing neighborhood, would prefer the byright proposal of single family residential.
- Leasa Williams, 159 Telford; voiced opposition to the PUD application, would prefer the by-right proposal of single family residential.
- Jeff Williams, 159 Telford; addressed PUD Standards that he feels application has not met.
- Ann Coleman, 6091 Livernois; addressed PUD Standards that she feels application
 has not met, support by-right proposal of single family residential.
- Dave Pampreen, 6408 Canmoor; addressed density of application in comparison to surrounding residential, concerns with artesian well allegedly on site.
- John Malott, 72 Telford; addressed comments of residents he surveyed within differential distances of the proposed PUD development, in support of the by-right proposal of single family residential.
- Deboral Louzecky, 6327 Donaldson; voiced opposition of the PUD development, prefer by-right proposal of single family residential, addressed PUD Standards that she feels are not met, concerns with residents west of Square Lake losing property.

PUBLIC HEARING CLOSED

Mr. Carlisle stated an application to develop single family residential at this site has not been submitted nor has it been through the site plan approval process. He said at this point it is not clear how many units might be allowed under the R-1B zoning classification.

Several board members shared comments as relates to a single family residential byright development in comparison to the proposed PUD development. Mr. Abitheira stepped forward to ask the Board's consideration in postponing the item because of the lateness of the meeting and that it would allow him the opportunity to improve the architectural design of the ranch style homes.

Resolution # PC-2024-04-018

Moved by: Fox

Seconded by: Buechner

RESOLVED, To postpone The Village of Hastings PUD, East side of Livernois, North of Square Lake, to allow the applicant to make improvements and provide updated elevations for the ranch style homes as specified in the Site Plan Review Design Standards, Section 8.06 of the Zoning Ordinance, as well as provide signage for the EVA, and address any outstanding items as identified in the Planning Consultant report dated March 15, 2024.

Yes: Buechner, Faison, Fox, Krent, Malalahalli, Perakis, Tagle

No: Hutson, Lambert

MOTION CARRIED

PLANNED UNIT DEVELOPMENT

5. PLANNED UNIT DEVELOPMENT (File Number PUD 020 JPLN2023-0021) - CONCEPT DEVELOPMENT PLAN (CDP) AND PRELIMINARY DEVELOPMENT PLAN (PD) APPROVAL – The Village of Hastings PUD, East side of Livernois, North of Square Lake, PIN 88-20-03-301-088, -023, -024, -025 and 88-20-03-351-004, Section 3, Presently Zoned NN (Neighborhood Node "Q") and R-1B (One Family Residential) Zoning Districts

Mr. Savidant presented a brief background of the Village of Hastings PUD application and addressed the revisions to the application since last reviewed by the Planning Commission at their April 9, 2024 meeting. He said the revised plan addresses concerns relating to the building design and architecture, EVA (Emergency Vehicle Access) access and signage, extension of sidewalks and inclusion of crosswalks and trash pickup arrangement.

In summary, Mr. Savidant asked the Planning Commission to discuss whether the current proposal is consistent with the Master Plan and whether it meets the Site Plan Review Design Standards and the PUD Standards.

Gary Abitheira was present and said he had nothing more to add to the presentation given by the administration.

There was discussion, some comments related to:

- Trash removal arrangement among different housing units.
- Potential to provide right and left hand turning lanes on Livernois.
- Favorable comments on the revised elevations, preservation of historic homes and the applicant's dedication to work with the Planning Commission.

Mr. Savidant explained the review and approval process of a PUD application. He said the Planning Commission is a recommending body only and that the City Council has the final decision on the application. Mr. Savidant stated a PUD Agreement would be prepared prior to the City Council consideration of the application, noting it is a legal contract between the City and the developer.

Mr. Savidant said numerous email messages received from the public since the April 9 meeting date were provided to the Planning Commission either in the agenda packet or at their seat prior to the beginning of tonight's meeting.

A count was taken to determine the number of persons in the audience who were in support or in opposition of the proposed PUD application. There were 57 residents in opposition; one in support.

Mr. Fox cited data he researched on a U.S. Census survey relating to property values and home sales in communities with a mix of single family and multi-family homes in comparison to communities with only single family homes. The data signifies communities with a mix of single family and multi-family homes have higher property values and higher home sales. Mr. Fox said he is in support of the PUD application.

Resolution # PC-2024-05-029

Moved by: Fox

Seconded by: Malalahalli

WHEREAS, The applicant GFA Development, Inc. seeks Conceptual Development Plan (CDP) and Preliminary Development Plan (PDP) approval for the Village of Hastings Planned Unit Development (PUD), located on the east side of Livernois, north of Square Lake, in Section 3, approximately 6.05 acres in area; and

WHEREAS, The Village of Troy PUD features 3 detached single-family homes, 8 ranch style single family homes, 18 two-story attached homes and 4 single family duplex homes, for a total of 33 residential units; and

WHEREAS, The proposed development accomplishes a significant number of the Standards of Approval as per Section 11.03.B.

BE IT RESOLVED, That the Planning Commission recommends to City Council that Concept Development Plan Approval and Preliminary Development Plan Approval for the proposed Village of Hastings be granted.

Discussion on the motion on the floor.

There was discussion on whether to include a design consideration to have the Engineering Department look into providing left and right hand turning lanes.

Mr. Lambert said he would vote no on the motion to approve because he thinks the application does not meet enough of the PUD Standards.

Vote on the motion on the floor.

Yes: Buechner, Faison, Fox, Krent, Malalahalli, Perakis

No: Hutson, Lambert

Absent: Tagle

MOTION CARRIED



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

Date: October 10, 2023

December 19, 2023 February 21, 2024 March 15, 2024 May 14, 2024

PUD and Preliminary Development Plan Approval Review For City of Troy, Michigan

Applicant: GFA Development Inc

Project Name: Village of Hastings

Plan Date: January 24, 2024

Location: East side of Livernois, north of Square Lake

Zoning: R-1B, Single Family Residential (approx. 4.9 acres) & NN-Q

Neighborhood Node, (approx. 1.1 acres)

Proposed Zoning: Planned Unit Development

Action Requested: PUD and Preliminary Development Plan Approval Review

BACKGROUND

An application has been submitted to conditionally rezone a +/-6.0 acre site to PUD in order to construct thirty (30) new residential units and preserve three (3) existing homes on site. Eight (8) will be ranch style single-family homes, eighteen (18) will be two-story attached row homes, and four (4) will be single-family duplex homes. The site currently has four (4) existing single-family homes of which three (3) will be preserved and incorporated into the entire development. The site includes five (5) parcels. Approximately 4.9 acres of the site is currently zoned R-1B, which does not permit multi-family residential; while approximately 1.1 acres of the site is zoned Neighborhood Node, which does allow multi-family residential.

The subject site is located on the east side of Livernois, north of Square Lake. Access is via a new twenty-eight (28) foot wide private road off Livernois along with an emergency vehicle access road off Square Lake in the southeast corner of the development. The 30-units will be distributed in the format outlined below:

- Four (4) one (1) unit detached ranches. Four (4) units total.
- Two (2) two (2) unit attached ranches. Four (4) units total.
- Three (3) five (5) unit multi-unit row homes. Fifteen (15) units total.
- One (1) three (3) unit multi-unit row homes. Three (3) units total.
- > Two (2) two (2) unit single-family duplex homes. Four (4) units total.
- Three (3) existing (1) unit single family homes. Three (3) units total.

Total of Units: 30 new units + 3 existing units = 33 units.

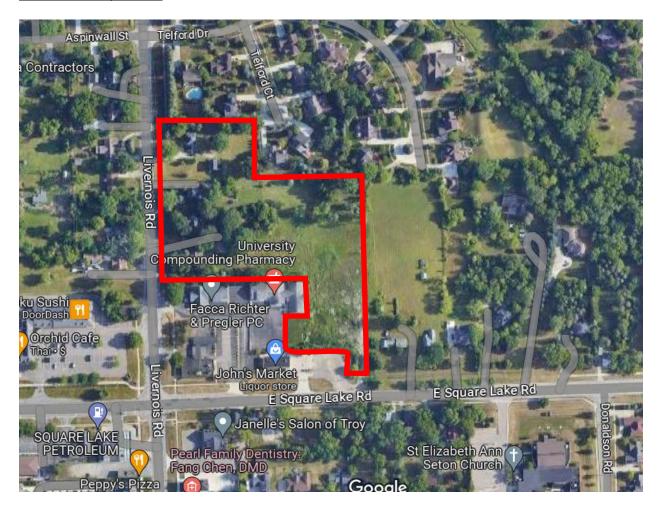
All duplex and multi-unit row homes are two stories. One (1) duplex unit measures roughly 1,900 square feet and one (1) row home unit measures roughly 2,000 square feet.

The following benefits have been noted by the applicant:

- 1. Preservation of three existing homes built.
- 2. Offer multiple styles of housing.
- 3. Emergency Vehicle Access from Square Lake Road.
- 4. 1.3 acres of open space including communal sport court, putting green, and butterfly garden.
- 5. Landscaping will be viable, interesting, and inviting to encourage outdoor recreation and exercise.
- 6. Extensive interior sidewalks to promote walkability.
- 7. Maximum Building Height shall not exceed 2 stories or 30' in height.
- 8. Maximum lot area covered by buildings will be 18%.

If the PUD is recommended for approval by the Planning Commission, a PUD Agreement will be drafted between the applicant and the City Attorney's office prior to consideration by the City Council.

Location of Subject Site:



Current Zoning:

R-1B, Single Family Residential & NN-Q Neighborhood Node.

Proposed Uses of Subject Parcels:

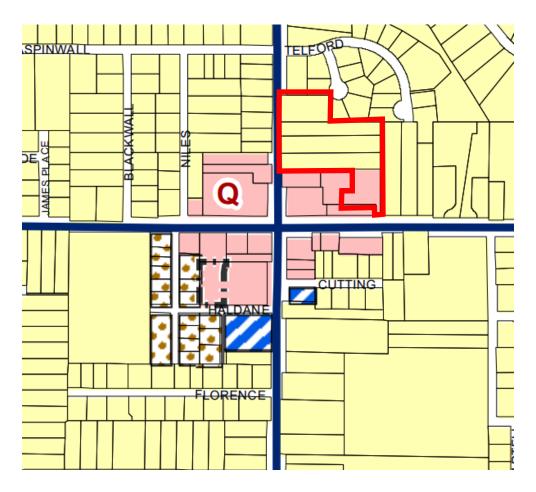
Thirty-three (33) multi-family and single-family dwelling units.

Current Use of Subject Properties:

Single Family Homes and undeveloped land.

Surrounding Property Details:

Direction	Zoning	Use
North	R-1B	Single Family Housing
South	NN-Q	Commercial / Office
East	R-1B	Single Family Housing
West	R-1B / NN-Q	Single Family Housing / Commercial



The site includes a mix of zoned R1-B (one family residential) and NN, Neighborhood Node Zoning. Uses along this portion of Livernois and Square Lake Road are primarily low intensity office and retail located near the intersection. Institutional uses exist along Square Lake Road with Troy Preschool to the west of the intersection and Saint Elizabeth Ann Seton Church to the east of the intersection. Newer dense multi-family housing does exist south of the intersection along Livernois.

PUD PROCESS

A Planned Unit Development project is viewed as an integrated development concept. To that end, the provisions of this Article are not intended to be used as a device for avoiding the zoning requirements that would otherwise apply, but rather to allow flexibility and mixture of uses, and to improve the design, character and quality of new development. The use of a Planned Unit Development to permit variations from other requirements of this Ordinance shall only be approved when such approval results in improvements to the public health, safety and welfare in the area affected, and in accordance with the intent of this Article.

The approval of a Planned Unit Development (PUD) is a three-step process:

Step 1-Concept Plan: The first step shall be application for and approval of a Concept Development Plan, which requires a legislative enactment amending the zoning district map so as to reclassify the property as a Planned Unit Development. A proposed Development Agreement shall be included and incorporated with the Concept Development Plan, to be agreed upon and approved coincident with said Plan. The Concept Development Plan and Development Agreement shall be approved by the City Council following the recommendation of the Planning Commission. Such action, if and when approved, shall confer upon the applicant approval of the Concept Development Plan and shall rezone the property to PUD in accordance with the terms and conditions of the Concept Development Plan approval.

Step 2- Preliminary Development Plan Approval: The second step of the review and approval process shall be the application for and approval of a Preliminary Development Plan (preliminary site plan) for the entire project, or for any one or more phases of the project. City Council shall have the final authority to approve and grant Preliminary Development Plan approvals, following a recommendation by the Planning Commission.

Step 3- Final Development Plan Approval: The third step of the review and approval process shall be the review and approval of a Final Development Plan (final site plan) for the entire project, or for any one or more phases of the project, and the issuance of building permits. Final Development Plans for Planned Unit Developments shall be submitted to the Zoning Administrator for administrative review, and the Zoning Administrator, with the recommendation of other appropriate City Departments, shall have final authority for approval of such Final Development Plans.

The applicant is seeking a recommendation of approval for their Preliminary Development Plan.

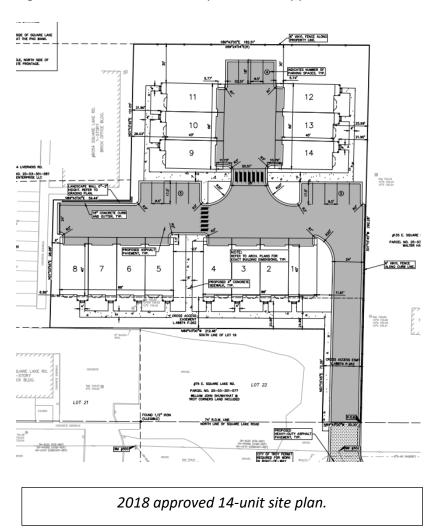
PUD INTENT

As set forth in Section 11.01, the intent of the Planned Unit Development option is to permit flexibility in the design and use of residential and non-residential land which, through the implementation of an overall development plan, when applicable to the site, will:

- 1. Encourage developments that will result in a long-term contribution to social, environmental and economic sustainability in the City of Troy.
- 2. Permit development patterns that respond to changing public and private needs.
- 3. Encourage flexibility in design and use that will result in a higher quality of development and a better overall project than would be accomplished under conventional zoning, and which can be accommodated without sacrificing established community values.
- 4. Provide for the long-term protection and/or preservation of natural resources, natural features, and/or historic and cultural resources.
- 5. Promote the efficient use and conservation of energy.
- 6. Encourage the use, redevelopment and improvement of existing sites where current ordinances do not provide adequate protection and safeguards for the site or its surrounding areas, or where current ordinances do not provide the flexibility to consider redevelopment, replacement, or adaptive re-use of existing structures and sites.
- 7. Provide for enhanced housing, employment, recreation, and shopping opportunities for the citizens of Troy.
- 8. Ensure the compatibility of design and use between various components within the PUD and with neighboring properties and uses. 9. Ensure development that is consistent with the intent of the Master Plan.

PREVIOUS PLANNING COMMISSION REVIEWS

The following 14-unit townhome development was approved in 2018:



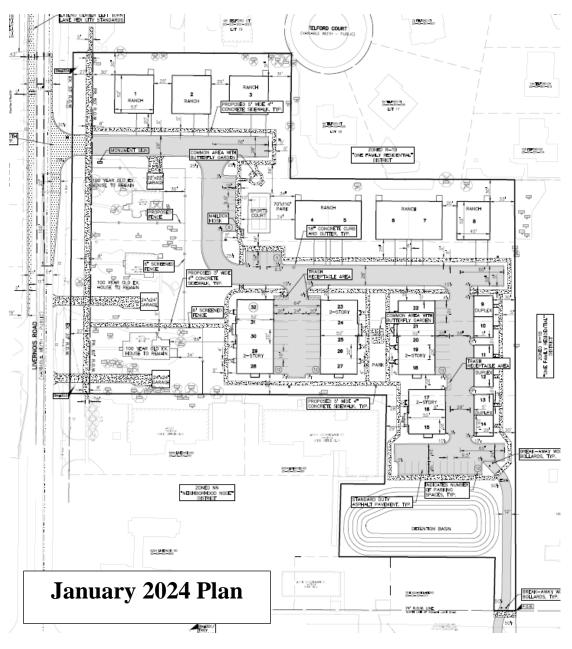
The applicant is revising the approved site layout shown above and expanding the project to the northwest.

The Concept Plan was first reviewed by the Planning Commission in July 2022. Discussion included:

- Previously approved development, housing types, timing and validity of approval, currently in engineering process
- Existing homes; historical in nature, and listed in Historic Preservation Chapter
- Neighborhood Node "Q" toured by Planning Commission and City Council
- Public benefit, preservation of two existing homes, housing types offered
- Intent of PUD development: provide flexibility from Zoning Ordinance regulations to allow a more creative and negotiable product

- Planning Commission members expressed opposition to 3-story tall buildings
- Applicant was encouraged to:
 - o Create more green space
 - o Retain "old Troy" feel of neighborhood
 - o Create a community feel; a village
 - o Create a different and unique development
 - Let element of historical homes shine on their own

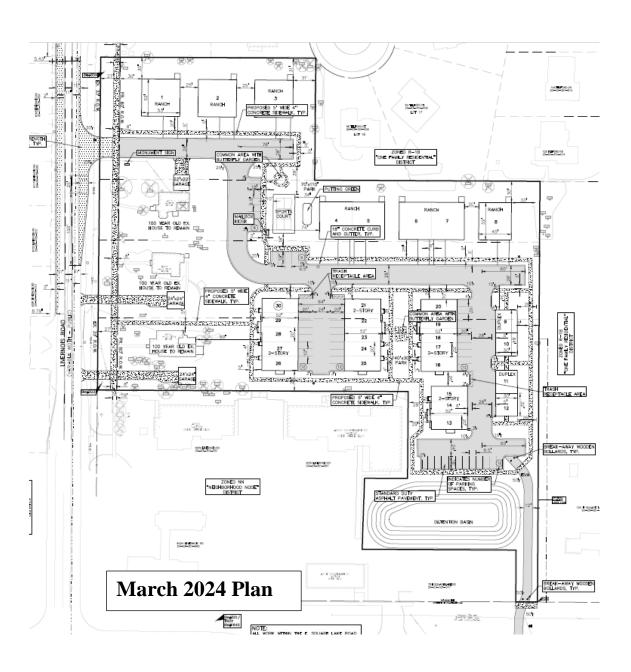
On January 9, 2024, the Planning Commission considered a revised plan. After public commentary and lengthy deliberation, a vote to recommend approval of the plan to the City Council failed 4-5. No further action was taken.



REVISED PLANS

The applicant requested to submit a revised plan for further Planning Commission consideration. Per further discussion at the January 9, 2024 meeting, the applicant provided the following revisions in March 2024:

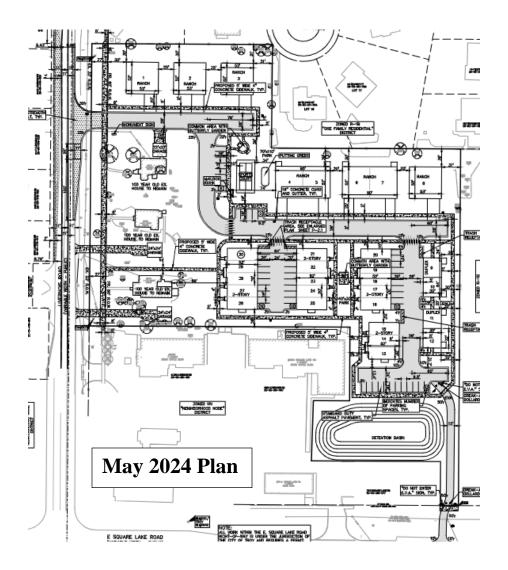
- Removal of the proposed privacy fence between the existing older homes and the adjacent new housing units.
- Reduction of two (2) units. Revisions include the removal of two (2) duplex units on the east side of the development.
- The four (4) remaining duplex units have a new footprint and layout.



The applicant brought the revised site plans to the Planning Commission meeting on April 9, 2024. Discussion at this meeting included:

- Preserving historic nature of older homes through terms in the PUD agreement
- Walkability of the site; extension of sidewalks and inclusion of crosswalks
- EVA (Emergency Vehicle Access); access and signage
- Additional green space, public amenities, and sustainability features
- Trash pickup arrangement
- Design, materials, and color scheme of units
- Inconsistency of building and lot dimension designations on the site plan

On May 14, 2024, the applicant submitted newly revised plans to the City's Planning Department. Through these revised plans, the applicant has addressed several concerns raised at the April 9th meeting, such as EVA access and signage, crosswalks, and the trash pickup arrangement. However, some concerns were not addressed, such as additional green space, public amenities, and sustainability features. These points are discussed further throughout this report.



NATURAL FEATURES

Topography: A topographic survey has been provided on sheet P-1.0. The site is

relatively flat with the exception of the southeast corner where a natural

depression exists and will be converted into the detention basin.

Wetlands: There are no state regulated wetlands on the site.

Floodplain: The site is not located within a flood hazard zone.

Woodlands: A tree inventory and replacement plan have been provided on Sheet T.1.0-

T.1.1. The applicant surveyed a total of 305 trees on site. The composition of trees is predominantly woodland and invasive species with a small amount of landmark trees. Invasive species include silver maples, box elder, black walnut, elm, white mulberry, american elm, norway maple, catalpa, white poplar, green ash and cottonwood. Of the 305 on-site trees, 44 woodland trees and 5 landmark trees will be saved. Preserved trees will be primarily along the borders of the site and adjacent to the three (3)

existing homes.

Replacement Details						
Protected Tree	Inches Removed	Replacement Required				
Landmark	172 inches	172 inches				
Woodland	329 inches	165 inches				
Protected Tree	Inches Preserved	Credit				
Landmark	94 inches	188 inches				
Woodland	440 inches	880 inches				
Protected Replacement Required	337 Inches					
Preservation Credit	1,068 Inches					
Total	0 inches of replacement required					
Total Tree Mitigation	0 inches of replacer	nent required				

Items to be Addressed: None.

SITE ARRANGEMENT/SETBACKS/HEIGHT CONSIDERATION

The applicant is proposing to construct thirty (30) new residential units and maintain three (3) existing houses on site. Eight (8) new units will be ranch style single-family homes, eighteen (18) will be two-story attached row homes, and four (4) will be single-family duplex homes. The site currently has four (4) existing single-family homes of which three (3) will be preserved and incorporated into the entire development.

A detention basin is proposed for the southeastern portion of the site, which will be bordered by neighboring properties to the south and west, the site emergency vehicle access drive to the east, and on-site parking to the north. The plans include two (2) outdoor recreational areas: the northern central portion of the site features a sports court, butterfly garden, and putting green; and the southern central portion features a 420 square foot park with butterfly garden.

We note that our previous reports raised concerns about inconsistent setbacks found on the site plans. The applicant has addressed and alleviated these concerns with the latest site plan submitted on May 14, 2024. The applicant has shifted Units 13, 14, and 15, one-foot to the west to provide a compliant 30-foot rear setback.

Items to be Addressed: None.

PARKING

Section 13.06.G of the Zoning Ordinance requires:

	Required	Provided	Complies
Multiple-Family Residential			
1 space per each efficiency dwelling unit 2 spaces per each dwelling unit	2*33 units= 66 spaces	25 surface lot spaces 42 driveway spaces 30 garage spaces = 97 total	Complies

Items to be Addressed: None

SITE ACCESS AND CIRCULATION

Vehicular Access

The site will be accessed from Livernois Road via a two-lane entry. There is a one-lane Emergency Vehicular Access (EVA) proposed from Square Lake Road into the southeastern portion of the development. Based on Planning Commission comments on April 9, 2024, the applicant has provided signage around the EVA to inform that this lane is meant for emergency vehicles only.

Pedestrian Circulation

Five (5) foot wide sidewalks are shown throughout the development providing pedestrian connection to multiple units and open space amenities. To address concerns raised at the April 9, 2024 Planning Commission meeting, the applicant has also provided three (3) crosswalks in areas expected to have heavier pedestrian traffic. One (1) crosswalk connects the sidewalk south of the sports court to the adjacent sidewalk north of Unit 30. On the south side of the main road,

two (2) more crosswalks are provided where the sidewalk ends for vehicular entry into each parking lot.

Items to be Addressed: None.

LANDSCAPING

A landscaping plan has been provided on Sheets L-1.0 and L-1.1. The following table discusses the development's compliance with the landscape requirements set forth in Section 13.02.

	Required	Provided	Compliance
Greenbelt Planting			
Livernois: 1 tree per 30 feet of frontage	463 / 30 = 15	15	Complies
Property Lines			
North (Residential): 1 large evergreen tree per 10 lineal feet OR 1 narrow evergreen tree per 3 lineal feet	297-feet along western half / 10 = 30 trees	30 large evergreen trees	Complies
	305-feet along eastern half / 10 = 31 trees	31 large evergreen trees	Complies
East (Residential): 1 large evergreen tree per 10 lineal feet OR 1 narrow evergreen tree per 3 lineal feet	170-feet along northern quarter/3 = 57 trees	57 narrow evergreen trees	Complies
	586-feet along southern three quarters/3 = 195 trees	195 narrow evergreen trees	Complies
South (Office):			
Not required	N/A	2 trees	N/A
Parking Lot			
1 tree per 8 surface lot parking spaces	25 / 8 = 3 trees	None in parking lot; but 52 provided along the road	Complies
Subdivision and Site Condominium Landscaping			
1 tree per 50 lineal feet of public or private road frontage	1,281 LF / 50= 26 trees	52 trees	Complies

Overall			
Site landscaping: A minimum of 20% of the site area shall be comprised of landscape material	20%	26%	Complies

Trash Pickup

Ranch home residents will utilize private trash cans which shall be set along the road for pickup. Then, four (4) trash receptacles are provided within the parking lots for residents in the ROW and duplex style units. The four (4) trash receptacles are dispersed in a manner convenient for all units. We note that initially only three (3) trash receptacles were proposed on-site, and the applicant added a fourth trash receptacle following the April 9th Planning Commission meeting.

Items to be Addressed: None.

TRAFFIC

In an August 23rd, 2023 memo, OHM has reviewed traffic.

Traffic Counts:

Land Use	Number	ITE	Number of Site Generation Trips								
	of Units	Land	AM Pe	ak Hou	r	PM	Peak H	lour		Daily	
		Use	In	Out	Total	In	Out	Total	In	Out	Total
		Code									
Single	6	210	1	5	6	4	3	7	38	38	76
Family											
Detached											
Single	38	215	4	10	14	11	8	19	120	120	240
Family											
Attached											
Site To	Site Totals – 44 units			15	20	15	11	26	158	158	316

OHM Conclusion

Traffic volumes are closely correlated with the number of residential units. Essentially all the trips generated by the Village of Hastings development will be delivered directly to Livernois Road, an arterial roadway, which will increase slightly over current conditions. The traffic generated by the proposed development would be minimal, adding less than 30 vehicle trips during the peak ("busiest") hour. This equates to approximately one vehicle every 2-3 minutes during the peak hours. The traffic impact of this site on the adjacent road network is negligible and would be imperceptible to the majority of road users.

Items to be Addressed: None.

PHOTOMETRICS

The types of fixtures and footcandle measurements proposed are compliant with lighting standards. In regard to fixture height, the applicant notes: "No fixture to be mounted greater than 25 feet above grade. Fixtures at sports court to be no more than 15 feet above grade."

Items to be Addressed: None.

FLOOR PLAN AND ELEVATIONS

Floor Plans

Ranch Unit:

The front façade of the ranch allows entry into the unit via the front door and through the garage. The unit features three (3) bedrooms, two (2) restrooms, a great room, kitchen, nook area, and laundry room. Ranch units can be built with either a 2-car garage or 3-car garage. The applicant has confirmed that this choice shall be made by the buyer at the time of sale. Ranch units with a 3-car garage will be slightly larger in width and will include a covered patio in the rear yard.

Ranch Duplex Unit:

Each ranch duplex unit is accessed via the front door or the 2-car garage. The unit includes (3) bedrooms, two (2) restrooms, a great room, kitchen, nook area, laundry room, and mud room.

2-story Duplex Unit:

The first floor of each 2-story duplex unit includes a 2-car garage, mechanical equipment area, and stairs. The main door entrance is located on the side of the unit. The second floor includes the living room, kitchen, laundry area, two (2) bedrooms, and one (1) restroom.

Multi-Unit ROW Homes/Townhouse:

The first floor of these units is where the $19' \times 20'$ garage, living room, dining area, kitchen, pantry, and one (1) restroom are located. The second floor includes three (3) bedrooms, two (2) restrooms, and a laundry room. One (1) restroom is located in a common area and the other is solely accessible through the primary bedroom.

Elevations

The maximum proposed height of all housing units is 30 feet tall.

Building Materials

Overall, the same general building materials are proposed for all housing types at this development. These materials include asphalt shingles, brick veneer, board and batten siding, painted wood trim, and insulated vinyl windows. The only notable differences in materials are that the ROW homes also contain limestone veneer and the ranch duplexes have a couple of small areas with metal roofing. Colored renderings indicate that all housing types shall have a similar color scheme, including shades of red, orange, brown, white, gray, and black.

We note that since the April 9th Planning Commission meeting, the applicant has revised aspects of the building design to address architectural concerns. The "snout nose" appearance of the ranch units has been reduced, and more windows and architectural details have been incorporated to enhance natural light and building appearance. See the latest colored renderings below.

Rendering of Detached Ranch Unit, Dated May 14, 2024.



Rendering of Ranch Duplex Unit, Dated May 14, 2024.



Rendering of 2-story Duplex Unit, Dated May 14, 2024.



Rendering of Multi-Unit Townhouse, Dated May 14, 2024.



In light of these changes, we recommend the Planning Commission evaluate the proposed architecture in accordance with Site Plan Review Design Standards of Section 8.06.

Items to be Addressed: Planning Commission to evaluate proposed architecture in accordance with Site Plan Review Design Standards of Section 8.06.

PUD STANDARDS

As set forth in section 11.03, Standards for Approval, it should be demonstrated that the following standards will be met, as reasonably applicable to the site:

- The applicant shall demonstrate that through the use of the PUD option, the development will accomplish a sufficient number of the following objectives, as are reasonably applicable to the site, providing:
- 2. A mixture of land uses that would otherwise not be permitted without the use of the PUD provided that other objectives of this Article are also met.
- 3. A public improvement or public facility (e.g. recreational, transportation, safety and security) which will enhance, add to or replace those provided by public entities, thereby furthering the public health, safety and welfare.
- 4. A recognizable and material benefit to the ultimate users of the project and to the community, where such benefit would otherwise be infeasible or unlikely to be achieved absent these regulations.
- 5. Long-term protection and preservation of natural resources, natural features, and historic and cultural resources, of a significant quantity and/or quality in need of protection or preservation, and which would otherwise be unfeasible or unlikely to be achieved absent these regulations.
- 6. A compatible mixture of open space, landscaped areas, and/or pedestrian amenities.
- 7. Appropriate land use transitions between the PUD and surrounding properties.
- 8. Design features and techniques, such as green building and low impact design, which will promote and encourage energy conservation and sustainable development.
- 9. Innovative and creative site and building designs, solutions and materials.
- 10. The desirable qualities of a dynamic urban environment that is compact, designed to human scale, and exhibits contextual integration of buildings and city spaces.
- 11. The PUD will reasonably mitigate impacts to the transportation system and enhance non-motorized facilities and amenities.
- 12. For the appropriate assembly, use, redevelopment, replacement and/ or improvement of existing sites that are occupied by obsolete uses and/or structures.
- 13. A complementary variety of housing types that is in harmony with adjacent uses.
- 14. A reduction of the impact of a non-conformity or removal of an obsolete building or structure.
- 15. A development consistent with and meeting the intent of this Article, which will promote the intent of the Master Plan or the intent of any applicable corridor or sub-area plans. If conditions have changed since the Plan, or any applicable corridor or sub-area plans were adopted, the uses shall be consistent with recent development trends in the area.
- 16. Includes all necessary information and specifications with respect to structures, heights, setbacks, density, parking, circulation, landscaping, amenities and other design and layout features, exhibiting a due regard for the relationship of the development to the surrounding properties and uses thereon, as well as to the relationship between the various elements within the proposed Planned Unit Development. In determining whether these relationships have been appropriately addressed, consideration shall be given to the following:
 - a. The bulk, placement, and materials of construction of the proposed structures and other site improvements.
 - b. The location and screening of vehicular circulation and parking areas in relation to surrounding properties and the other elements of the development.

- c. The location and screening of outdoor storage, loading areas, outdoor activity or work areas, and mechanical equipment.
- d. The hours of operation of the proposed uses.
- e. The location, amount, type and intensity of landscaping, and other site amenities.
- 17. Parking shall be provided in order to properly serve the total range of uses within the Planned Unit Development. The sharing of parking among the various uses within a Planned Unit Development may be permitted. The applicant shall provide justification to the satisfaction of the City that the shared parking proposed is sufficient for the development and will not impair the functioning of the development, and will not have a negative effect on traffic flow within the development and/or on properties adjacent to the development.
- 18. Innovative methods of stormwater management that enhance water quality shall be considered in the design of the stormwater system. 18. The proposed Planned Unit Development shall be in compliance with all applicable Federal, State and local laws and ordinances, and shall coordinate with existing public facilities.

SITE PLAN REVIEW STANDARDS

Site Plan review standards provide the Planning Commission with direction when reviewing the proposed site plan and design features of this development.

Section 8.06 outlines Site Plan Review Design Standards.

- 1. Development shall ensure compatibility to existing commercial districts and provide a transition between land uses.
 - a. Building design shall enhance the character of the surrounding area in relation to building and parking placement, landscape and streetscape features, and architectural design.
 - b. Street fronts shall provide a variety of architectural expression that is appropriate in its context and prevents monotony.
 - c. Building design shall achieve a compatible transition between areas with different height, massing, scale, and architectural style.
- 2. Development shall incorporate the recognized best architectural building design practices.
 - a. Foster a lasting impact on the community through the provision of high quality design, construction, and detailing.
 - b. Provide high quality, durable materials, such as but not limited to stone, brick, glass, and metal. E.I.F.S. or material equivalent shall only be used as an accent material.
 - c. Develop buildings with creativity that includes balanced compositions and forms.
 - d. Design roofs that are appropriate to the architectural style of the building and create an appropriate visual exterior mass of the building given the context of the site.

- e. For commercial buildings, incorporate clearly defined, highly visible customer entrances using features such as canopies, porticos, arcades, arches, wing walls, ground plane elements, and/or landscape planters.
- f. Include community amenities that add value to the development such as patio/ seating areas, water features, art work or sculpture, clock towers, pedestrian plazas with park benches or other features located in areas accessible to the public.
- 3. Enhance the character, environment and safety for pedestrians and motorists.
 - a. Provide elements that define the street and the pedestrian realm.
 - b. Create a connection between the public right of way and ground floor activities.
 - c. Create a safe environment by employing design features to reduce vehicular and pedestrian conflict, while not sacrificing design excellence.
 - d. Enhance the pedestrian realm by framing the sidewalk area with trees, awnings, and other features.
 - e. Improve safety for pedestrians through site design measures.

SUMMARY

The Planning Commission has seen several revisions of the proposed project. We recommend the Planning Commission discuss whether the current proposal is consistent with the Master Plan, whether it meets the site plan design standards, and whether it meets the PUD standards.

Sincerely,

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

President

CARLISLE/WORTMAN ASSOC., INC.

Shana Kot

Community Planner

memorandum

Date: August 24, 2023



To: R. Brent Savidant, AICP

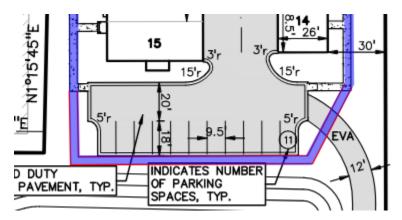
Scott G Finlay, PE

From: Stephen Dearing, PE, PTOE

Re: Village of Hastings – Mixed Residential Site Review and Anticipated Traffic Impacts

We have reviewed the preliminary site plan for the Village of Hastings, prepared by PEA and dated August 9, 2023. There are a variety of issues and concerns that should be addressed and revised plans submitted.

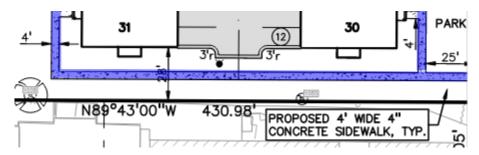
- 1. The plans already proposed improvements to Livernois Rd in support of the development, widening to provide a center lane for left turns for SB movement into the site and a NB right turn lane. The geometry for the center lane needs to be changed for the width to be 11', not 10' as depicted. The right turn lane width needs to be dimensioned and should be at least 11' wide.
- 2. The Telford Court ROW looks to overlap with the parcel corner to the northeast of Ranch No. 3. Clarify this issue.
- 3. The developer should add sidewalk along the site's Square Lake Rd frontage, as there's only a few gaps remaining along that roadway.
- 4. Verify that emergency vehicles can navigate the proposed EVA to Square Lake by way of an AutoTurn analysis.
- 5. The following points relate to the image below:



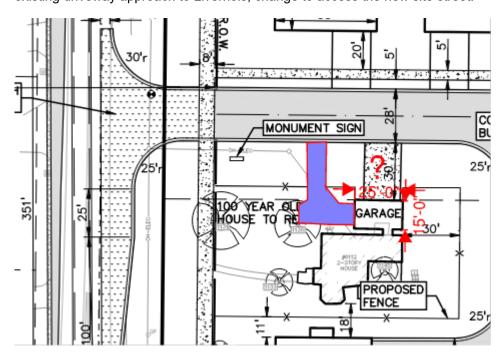
- a. The aisle width of 20' for the parking lot does not conform to zoning ordinance requirements.
- b. Should have continuity of sidewalk, avoiding long transit of parking lot.
- c. The relocated portion adjacent to parking stalls needs to be 7' wide to account for bumper overhang.



6. The following points relate to the image below:



- a. All internal walks should be 5' wide.
- b. Dead end turnarounds must be a minimum of 5' deep, not the 3' depicted.
- 7. Five of the ranch homes have some of the worst ped access within the site. Add ped connectivity for units #4-8.
- 8. The stub of pavement between Ranch #8 and Duplex #9 is problematic. If the intent it to allow from the future extension of the street to the east, then have the pavement extend to the property line. If not, then truncate / eliminate the pavement east of the driveway for Ranch #8.
- 9. Same issue for stub of pavement near Ranch # 3. In this case, will not be extending into adjacent property. Truncate / eliminate the pavement east of driveway for Ranch #3.
- 10. The proposed driveway for the historic house that will remain adjacent to the new development access is illogical. The existing one car garage is orientated east-west with the door on the west side. The garage is not wide/deep enough to reorientate it to store vehicles north-south. Do not retain the existing driveway approach to Livernois; change to access the new site street.





Anticipated Traffic Impacts

Usually, a traffic study is performed to identify any needed roadway improvements that would be required to support a proposed development. In this case, the site plan already shows reasonable turn lane improvements for the site's point of access. But it may be considered appropriate to at least identify the trip generation that is likely to result from the proposed development.

The proposed site development consisting of 2 existing single-family homes to remain, as well as 8 new ranch homes, 6 duplexes and 28 townhouses. All but one existing home will be accessing Livernois with the site's single street to Livernois.

The Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition, provides trip generation rates for numerous land uses, based on thousands of studies throughout the United States and Canada. This data can then be used to estimate the number of vehicle trips generated by a development. For residential housing, traffic impacts are usually most noticeable during the peak hour of adjacent street traffic – that is, during morning and evening peak commuter periods, when traffic on the roads is most congested. In most areas, the morning (AM) peak is a one hour period that occurs between 7 am – 9 am, and the evening (PM) peak is a one hour period usually between 4 pm – 6 pm.

The table below provides the calculated number of trips generated for the proposed Village of Hastings, based on the ITE Trip Generation Manual, 11th Edition, for various residential building types (ITE Land Use Codes #210 and 215).

	No.	ITE											
Land Use	of	l land		l l and		Peak H	our	PM	Peak I	lour		Daily	
Land Ose	Units	I HEA	In	Out	Total	In	Out	Total	In	Out	Total		
Single Family Detached	6	210	1	5	6	4	3	7	38	38	76		
Single Family Attached	38	215	4	10	14	11	8	19	120	120	240		
Site Totals – 44 Units			5	15	20	15	11	26	158	158	316		

Single family detached is self-explanatory and includes the two existing historic houses. The category of single family attached encompasses the four ranches that share a common wall, the six duplex units and the 28 townhouse units.

During the morning (AM) peak hour, the proposed Village of Hastings development is expected to generate 20 new trips: 5 inbound (entering the site), and 15 outbound (exiting the site). During the evening (PM) peak hour, the proposed site is expected to generate 26 new vehicle trips: 15 inbound (entering the site) trips, and 11 outbound (exiting the site). This pattern coincides with residents typically leaving in the morning for work and returning home in the evening.

Traffic volumes are closely correlated with the number of residential units. Essentially all the trips generated by the Village of Hastings development will be delivered directly to Livernois Road, an arterial roadway, which will increase slightly over current conditions. The traffic generated by the proposed development would be minimal, adding less than 30 vehicle trips during the peak ("busiest") hour. This equates to approximately one vehicle every 2-3 minutes during the peak hours. The traffic impact of this site on the adjacent road network is negligible and would be imperceptible to the majority of road users.

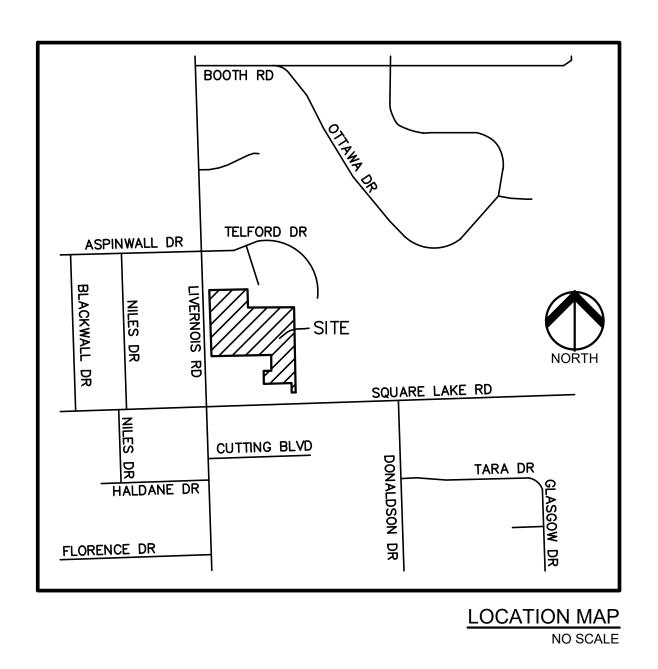
600-201

PLANNED UNIT DEVELOPMENT CONCEPT DEVELOPMENTAL PLAN

THE VILLAGE OF HASTINGS

PART OF THE SW 1/4 OF SECTION 3, T. 02N., R. 11E., CITY OF TROY, OAKLAND COUNTY, MICHIGAN

PERMIT / APPROVAL SUMMARY DATE SUBMITTED DATE APPROVED PERMIT / APPROVAL



GROUP

DESIGN TEAM

OWNER/APPLICANT/DEVELOPER

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CIVIL ENGINEER

LANDSCAPE ARCHITECT

P-2.0	PRELIMINARY SITE PLAN
P-2.1	ADDITIONAL SITE DETAILS
P-2.2	TRASH VEHICLE CIRCULATION PLAN
P-3.0	PRELIMINARY GRADING PLAN
P-4.0	PRELIMINARY UTILITY PLAN
L-1.0	PRELIMINARY LANDSCAPE PLAN
L-1.1	LANDSCAPE DETAILS
T-1.0	TREE PRESERVATION PLAN
T-1.1	TREE PRESERVATION LIST
	ARCHITECTURAL PLANS
A100	FIRST FLOOR UNIT PLAN
A200	ELEVATIONS
A300	3D VIEWS
A100	FIRST FLOOR UNIT PLAN
A200	ELEVATIONS - OPTION A
A200	ELEVATIONS - OPTION B
A300	3D VIEWS - OPTION A
A300	3D VIEWS - OPTION B
A100	FIRST FLOOR UNIT PLAN
A200	ELEVATIONS
A300	3D VIEWS
A101	FIRST FLOOR UNIT PLANS
A102	STANDARD SECOND FLOOR UNIT PLANS
A200	STANDARD NORTH & SOUTH ELEVATIONS
A201	STANDARD EAST & WEST ELEVATION
A400	STANDARD AXONMETRIC VIEWS
A100	FIRST FLOOR PLAN
A101	SECOND FLOOR PLAN
A200	ELEVATIONS
A300	3D VIEWS

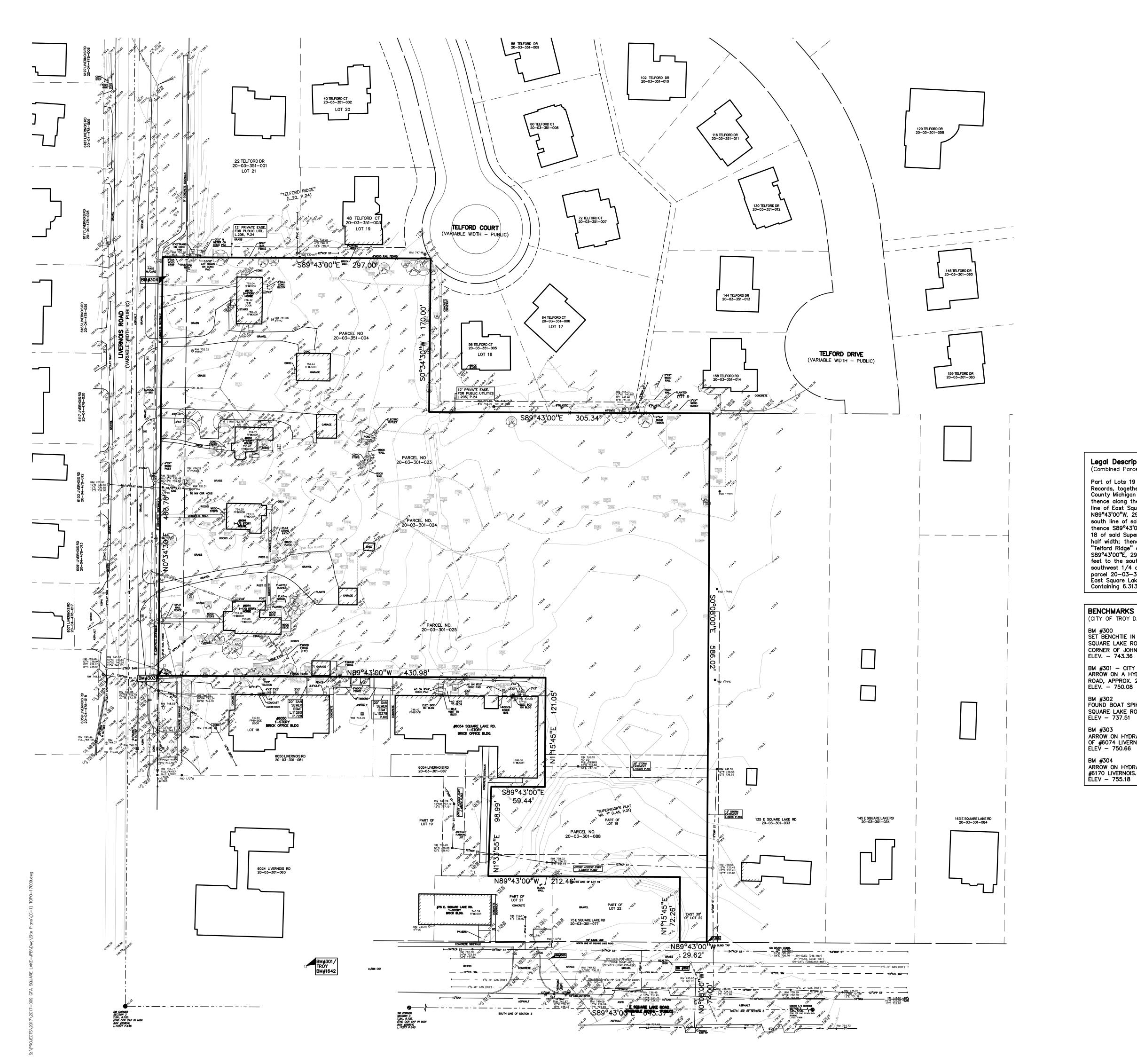
INDEX OF DRAWINGS

NUMBER TITLE

COVER SHEET

REVISIONS	
DESCRIPTION	DATE
ORIGINAL ISSUE DATE	6/1/2023
REVISED PER PLANNER COMMENTS DATED 6/2/2023	8/9/2023
REVISED PER PLANNER COMMENTS DATED 8/24/2023	11/17/2023
REVISED PER PLANNING COMMISSION COMMENTS DATED 11/28/2023	12/7/2023
REVISED PER PLANNING COMMISSION COMMENTS DATED 1/9/2024	1/24/2024
REVISED PER PLANNING COMMISSION COMMENTS DATED 4/9/2024	4/22/2024
REVISED PER PLANNING REVIEW DATED 3/15/2024	4/23/2024
REVISED PER PLANNING COMMENTS DATED 5/6/2024	5/13/2024





LEGEND

IRON FOUND MAIL FOUND

Ø NAIL & CAP SET

BRASS PLUG SET MONUMENT FOUND MONUMENT SET

SEC. CORNER FOUND R RECORDED M MEASURED

C CALCULATED

-OH-ELEC-W-O- ELEC., PHONE OR CABLE TV O.H. LINE, POLE & GUY WIRE -UG-CATV-TV- UNDERGROUND CABLE TV, CATV PEDESTAL -⊠-UG-PHONE-①--- TELEPHONE U.G. CABLE, PEDESTAL & MANHOLE -UG-ELEC-E-E-E- ELECTRIC U.G. CABLE, MANHOLE, METER & HANDHOLE — GAS MAIN, VALVE & GAS LINE MARKER — WATERMAIN, HYD., GATE VALVE, TAPPING SLEEVE & VALVE SANITARY SEWER, CLEANOUT & MANHOLE

— – CO ST— STORM SEWER, CLEANOUT & MANHOLE SQUARE, ROUND & BEEHIVE CATCH BASIN, YARD DRAIN POST INDICATOR VALVE WATER VALVE BOX/HYDRANT VALVE BOX, SERVICE SHUTOFF M T I MAILBOX, TRANSFORMER, IRRIGATION CONTROL VALVE UNIDENTIFIED STRUCTURE SPOT ELEVATION

_____670 _____ CONTOUR LINE **-X---X** FENCE ☆ STREET LIGHT ── SIGN CONC. →

✓ ASPH. ✓

GRAVEL SHOULDER __GRAVEL__ THE THE THE WETLAND

REFERENCE DRAWINGS

PRELIMINARY ALTA/NSPS SURVEY, PEA JOB NO. 2017-009, DATED JANUARY 24, 2018 CABLE COMCAST MAP NO. 1319-404, DATED 4/03/07

ELECTRIC DTE MAP 316-404 & 319-404, DATED 2/15/2017 AT&T SKETCH VIA EMAIL, DATED 01/15/2017 PHONE CONSUMERS ENERGY QUARTER SECTION MAP NO. 02-61-03-3, DATED 10-16-14

CITY OF TROY GIS ONLINE SANITARY SEWER CITY OF TROY GIS ONLINE SEWER & WATER CITY OF TROY GIS ONLINE STORM SEWER CITY OF TROY GIS ONLINE

OAKLAND COUNTY WATER RESOURCES COMMISSION - KING DRAIN MAP SHEET #11 SW SECTION 3 KING DRAIN, OAKLAND COUNTY DRAIN COMMISSIONER JOB NO. 880119, SHEET NO. 3, DATED 5-10-93, AS-BUILT 5-1-98

STORM DRAIN SYSTEMS, SHEET 011, WATER RESOURCES

GROUP

www.peagroup.com



SCALE: 1" = 50'



CAUTION!! THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GURANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

Legal Description (Combined Parcel Per PEA Group)

Part of Lots 19 and 22 of "Supervisors Plat No. 7" as recorded in Liber 45 on pages 21 and 21A, Oakland County Records, together with part of the Southwest 1/4 of Section 3, Town 2 North, Range 11 East, City of Troy, Oakland County Michigan and being more particularly described as Commencing at the Southwest Corner of said Section 3; thence along the south line of said section, S89°43'00"E, 643.50 feet; thence N00°08'00"W, 74.00 feet to the north line of East Square Lake Road, 74' half width, and the Point of Beginning; thence along said north line, N89°43'00"W, 29.62 feet; thence N01°15'45"E, 72.26 feet to the north line of said Lot 22, said line also being the south line of said Lot 19; thence along said south line N89°43'00"W, 212.46 feet; thence N01°33'55"E, 98.99 feet; thence S89°43'00"E, 59.44 feet; thence N01°15'45"E, 121.05 feet to the easterly extension of the north line of Lot 18 of said Supervisors Plat; thence along said line, N89°43′00″W, 430.98 feet to the east line of Livernois Road, 33′ half width; thence along said east line, N00°34'30"E, 463.76 feet to the easterly extension of the south line of "Telford Ridge" as recorded in Liber 206, page 24 Oakland County Records; thence along said south line, S89°43'00"E, 297.00 feet to the west line of said Telford Ridge; thence along said west line, S00°34'30"W, 170.00 feet to the south line of said Telford Ridge, said line also being the north line of the south 660 feet of the southwest 1/4 of said Section 3; thence along said south line, S89°43'00"E, 305.34 feet to the west line of tax parcel 20-03-301-033; thence along said west line,S00°08'00"E, 586.02 feet to the aforementioned north line of East Square Lake Road and the Point of Beginning. Containing 6.313 acres of land more or less.

BENCHMARKS

(CITY OF TROY DATUM)

BM #300
SET BENCHTIE IN SOUTHEAST FACE OF POWER LIGHT POLE, NORTH SIDE OF SQUARE LAKE ROAD APPROX. 70' SOUTHEAST OF SOUTHEAST BUILDING CORNER OF JOHN'S MARKET AT EAST SIDE OF DRIVE ENTRANCE. ELEV. - 743.36

BM #301 - CITY OF TROY BM #1642 ARROW ON A HYDRANT LOCATED ON THE NORTH SIDE OF SQUARE LAKE ROAD, APPROX. 200' EAST OF LIVERNOIS ROAD AT THE PNC BANK. ELEV. - 750.08

BM #302
FOUND BOAT SPIKE IN SOUTH FACE OF UTILITY POLE, NORTH SIDE OF SQUARE LAKE ROAD, AT THE CENTERLINE OF 30' WIDE SITE FRONTAGE. ELEV — 737.51

ARROW ON HYDRANT, EAST SIDE OF LIVERNOIS, APPROX. 75' SOUTHWEST OF #6074 LIVERNOIS.

ELEV - 750.66 ARROW ON HYDRANT, EAST SIDE OF LIVERNOIS, APPROX. 80' WEST OF

DEVELOPMENT, 3301 MIRAGE DRIVE TROY, MI 48083

PROJECT TITLE THE VILLAGE **OF HASTINGS** PART OF THE SW 1/4 OF SECTION 3, T. 02N., R. 11E.,

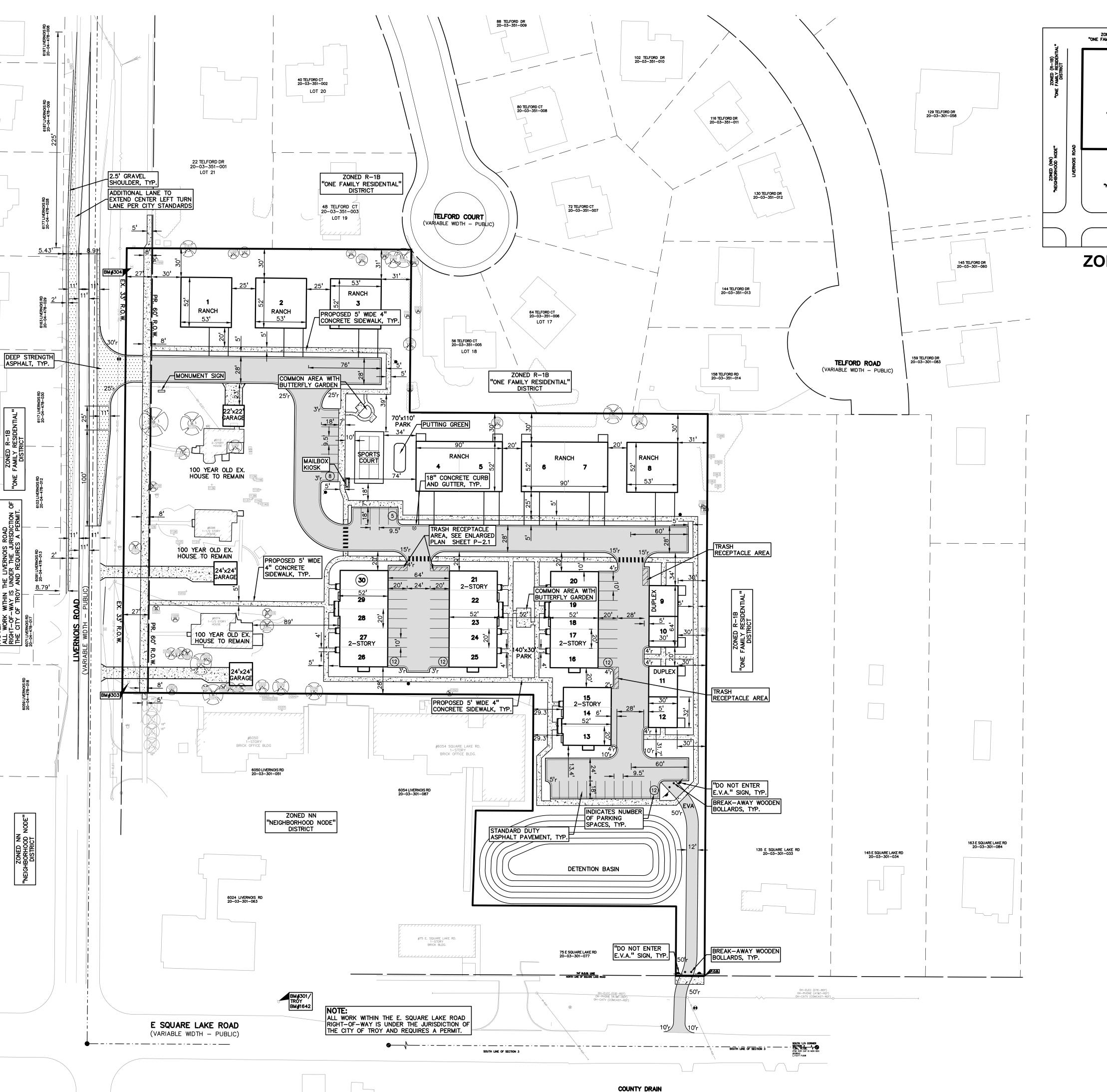
REVISIONS REV. PER COMMENTS 6/2/2023 8/9/2023 REV. PER COMMENTS 8/24/2023 11/17/2023 REV. PER PC COMMENTS 11/28/2023 12/7/2023 REV. PER PC COMMENTS 1/9/2024 1/24/2024 REV. PER PC COMMENTS 4/9/2024 4/22/2024 REV. PER REVIEW 3/15/2024 4/23/2024 REV. PER PLANNING 5/6/2024

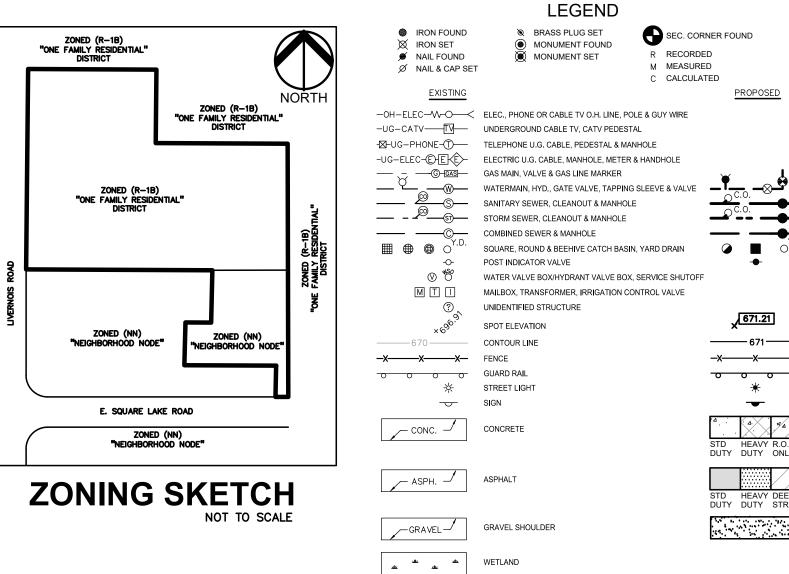
ORIGINAL ISSUE DATE: JUNE 1, 2023

DRAWING TITLE

TOPOGRAPHIC SURVEY

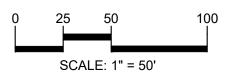
PEA JOB NO.	2017-009
P.M.	KR
DN.	EH
DES.	EH
DRAWING NUMBER:	





GROUP t: 844.813.2949 www.peagroup.com 671 -x----x---x-0 0 0







CAUTION!! THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

LOCATION OF PROJECT:
LIVERNOIS ROAD, NORTH OF SQUARE LAKE ROAD SIZE OF PROPERTY: 6.31 ACRES GROSS, 6.05 ACRES NET PROPOSED USE OF PROPERTY: THREE (3) EXISTING HOMES TO REMAIN, EIGHT (8) RANCH STYLE SINGLE FAMILY HOMES, EIGHTEEN (18) 2 STORY ATTACHED SINGLE FAMILY HOMES, FOUR (4) SINGLE FAMILY DUPLEX HOMES. PROPOSED ZONING: PUD, PLANNED RESIDENTIAL DEVELOPMENT SURROUNDING PROPERTY DETAILS: ZONING R-1B, ONE-FAMILY RESIDENTIAL DISTRICT SINGLE-FAMILY HOMES COMMERCIAL SINGLE-FAMILY HOMES SOUTH NEIGHBORHOOD NODE Q R-1B, ONE-FAMILY RESIDENTIAL DISTRICT WEST NEIGHBORHOOD NODE Q COMMERCIAL REQUIRED AND PROVIDED LOT DIMENSIONS: 10'(NN) & 40'(R-1B) SETBACK 30' SETBACK FRONT 30'(NN) & 45'(R-1B) SETBACK 30' SETBACK REAR SIDES N/A(NN) & 12.5(R-1B) SETBACK 29.3' SETBACK 4 STORIES/55'(NN), 30 FEET, 2 STORY MAXIMUM HEIGHT 2.5 STORIES/30'(R-1B) OPEN SPACE LOT COVERAGE BY ALL BLDGS 30%(NN) 2 SPACES PER DWELLING UNIT = 2 SPACES x 30 UNITS = 60 REQUIRED PARKING SPACES

CLIENT **GFA** DEVELOPMENT, 3301 MIRAGE DRIVE TROY, MI 48083

PROJECT TITLE

THE VILLAGE **OF HASTINGS** SECTION 3, T. 02N., R. 11E.,

PROJECT AND SITE DESCRIPTION:
PROPOSED DEVELOPMENT OF A 33-UNIT RESIDENTIAL CONDOMINIUM LOCATED ON
LIVERNOIS ROAD NORTH OF SQUARE LAKE ROAD. THE SITE CONSISTS OF 26 ATTACHED
UNITS AND 4 DETACHED SINGLE FAMILY UNITS, ACCOMPANY THE DEVELOPMENT IS THE PRESERVATION OF 3 CENTENNIAL SINGLE FAMILY HOUSES. ACCESS TO ALL UNITS WILL BE VIA CONNECTION TO LIVERNOIS ROAD, WITH TWO OF THE PRESERVED HOUSES HAVING DIRECT ACCESS TO LIVERNOIS, AND AN EMERGENCY VEHICLE ACCESS (EVA) WILL BE PROVIDED TO SQUARE LAKE ROAD. THE PROPOSED RESIDENTIAL USE IS PERMITTED BY-RIGHT IN THE (NN) NEIGHBORHOOD NODE Q DISTRICT AND THE R-1B PORTION OF THE SITE. DUE TO THE MIXED HOUSING PRODUCTS AND MIXED ZONING A PUD IS PROPOSED FOR THIS PROPERTY.

25 SURFACE LOT SPACES + 42 DRIVEWAY SPACES + 30 GARAGES SPACES = 97 PARKING SPACES

NATURAL RESOURCES: THE SITE CURRENTLY HAS MODERATE TREE COVER.

SITE DATA:

THE PROPERTY IS NOT LOCATED WITHIN THE FLOOD HAZARD AREA INDICATED BY FLOOD INSURANCE RATE MAP (FIRM) NO. 26125C0532F DATED: SEPTEMBER 29, 2006 (ZONE X).

PER THE 2022 SEMCOG WETLAND DATA, THE SITE CONTAINS NO WETLANDS. ACCESS AND CIRCULATION:

VEHICULAR ACCESS AND CIRCULATION: VEHICULAR ACCESS TO ALL UNITS WILL BE VIA A PRIVATE ROAD OFF OF LIVERNOIS ROAD. THE NEW ROAD WILL HAVE A TWENTY-EIGHT (28) FOOT WIDE ACCESS AGREEMENT. AN EVA WILL BE PROVIDED TO SQUARE LAKE ROAD.

PEDESTRIAN ACCESS AND CIRCULATION: SIDEWALKS ARE PROVIDED AT BUILDING ENTRANCES TO PARKING FIELDS. THIS WILL BE A WALK FRIENDLY DEVELOPMENT WITH CIRCULATION THROUGHOUT THE DEVELOPMENT WITH CONNECTIONS TO LIVERNOIS ROAD VIA THE EVA.

<u>UTILITIES:</u>
UTILITIES ARE PLACED WITHIN EASEMENTS APPROVED AS TO SIZE AND LOCATION BY THE

ALL SITES ARE SERVED BY PUBLIC WATER, SANITARY SEWER, STORM WATER AND DETENTION/RETENION SYSTEMS CONSTRUCTED TO CITY STANDARDS, AT THE EXPENSE OF THE DEVELOPER. EASEMENTS OVER THESE SYSTEMS SHALL BE CONVEYED AND RECORDED BEFORE OCCUPANCY PERMITS ARE ISSUED FOR DWELLING UNITS.

100-YEAR DETENTION IS PROPOSED WITH A RESTRICTED OUTLET DISCHARGING THROUGH CITY OF TROY STORM SEWER.

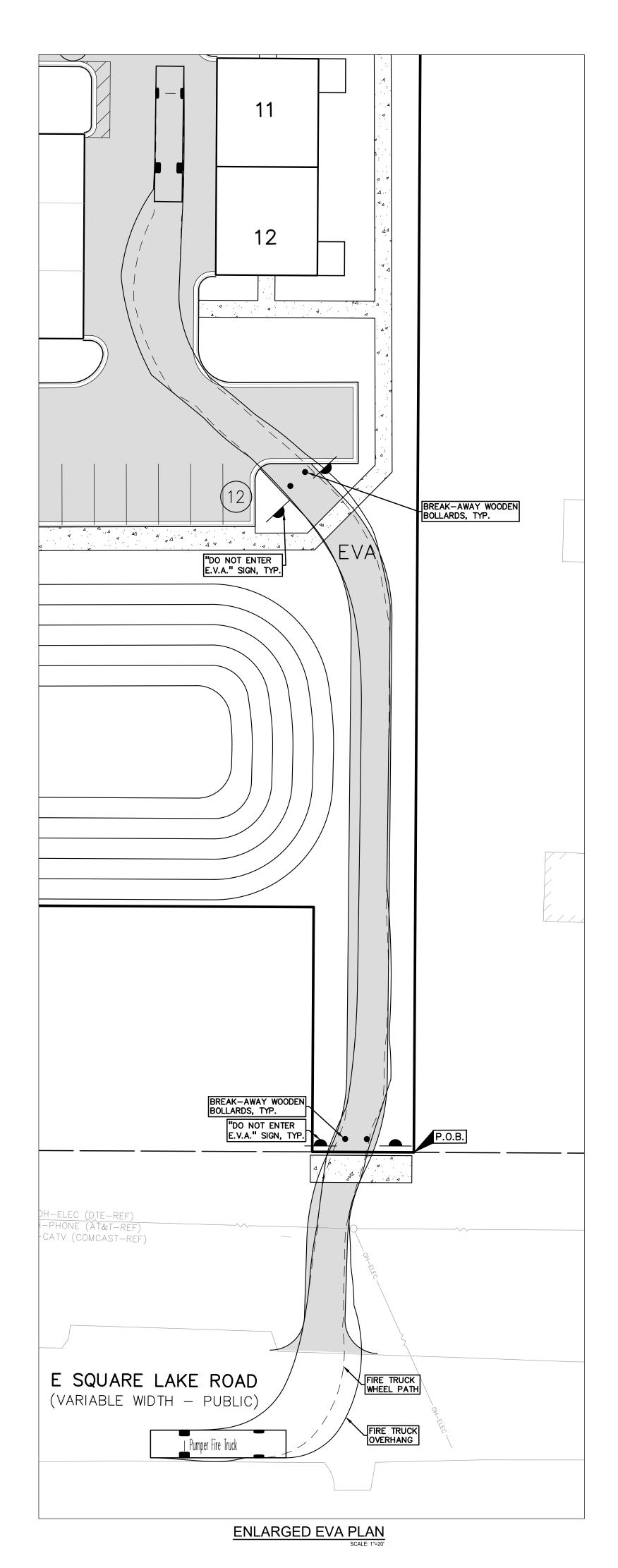
REVISIONS REV. PER COMMENTS 6/2/2023 8/9/2023 REV. PER COMMENTS 8/24/2023 11/17/2023 REV. PER PC COMMENTS 11/28/2023 12/7/2023 REV. PER PC COMMENTS 1/9/2024 1/24/2024 REV. PER PC COMMENTS 4/9/2024 4/22/2024 REV. PER REVIEW 3/15/2024 4/23/2024 REV. PER PLANNING 5/6/2024

ORIGINAL ISSUE DATE: JUNE 1, 2023

DRAWING TITLE

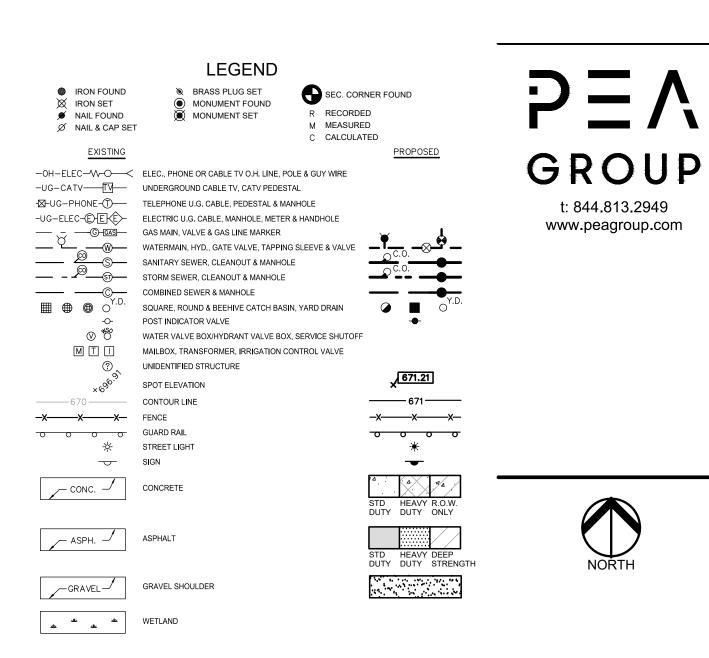
PRELIMINARY SITE PLAN

2017-009 PEA JOB NO. JBT KMB DES. DSK DRAWING NUMBER:





EXAMPLE EVA PHOTO



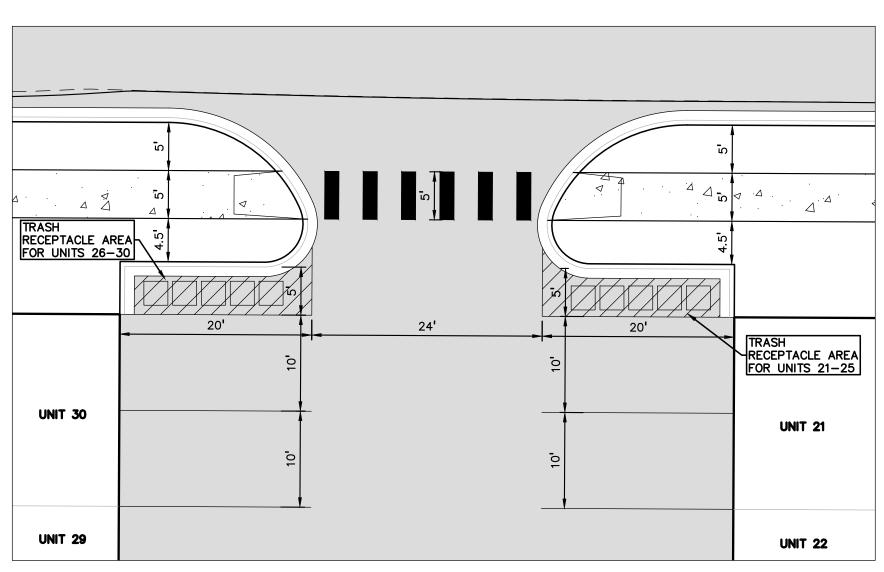


t: 844.813.2949



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ENLARGED TRASH RECEPTACLE AREA PLAN
SCALE: 1"=10"

CLIENT GFA
DEVELOPMENT,
INC.
3301 MIRAGE DRIVE
TROY, MI 48083

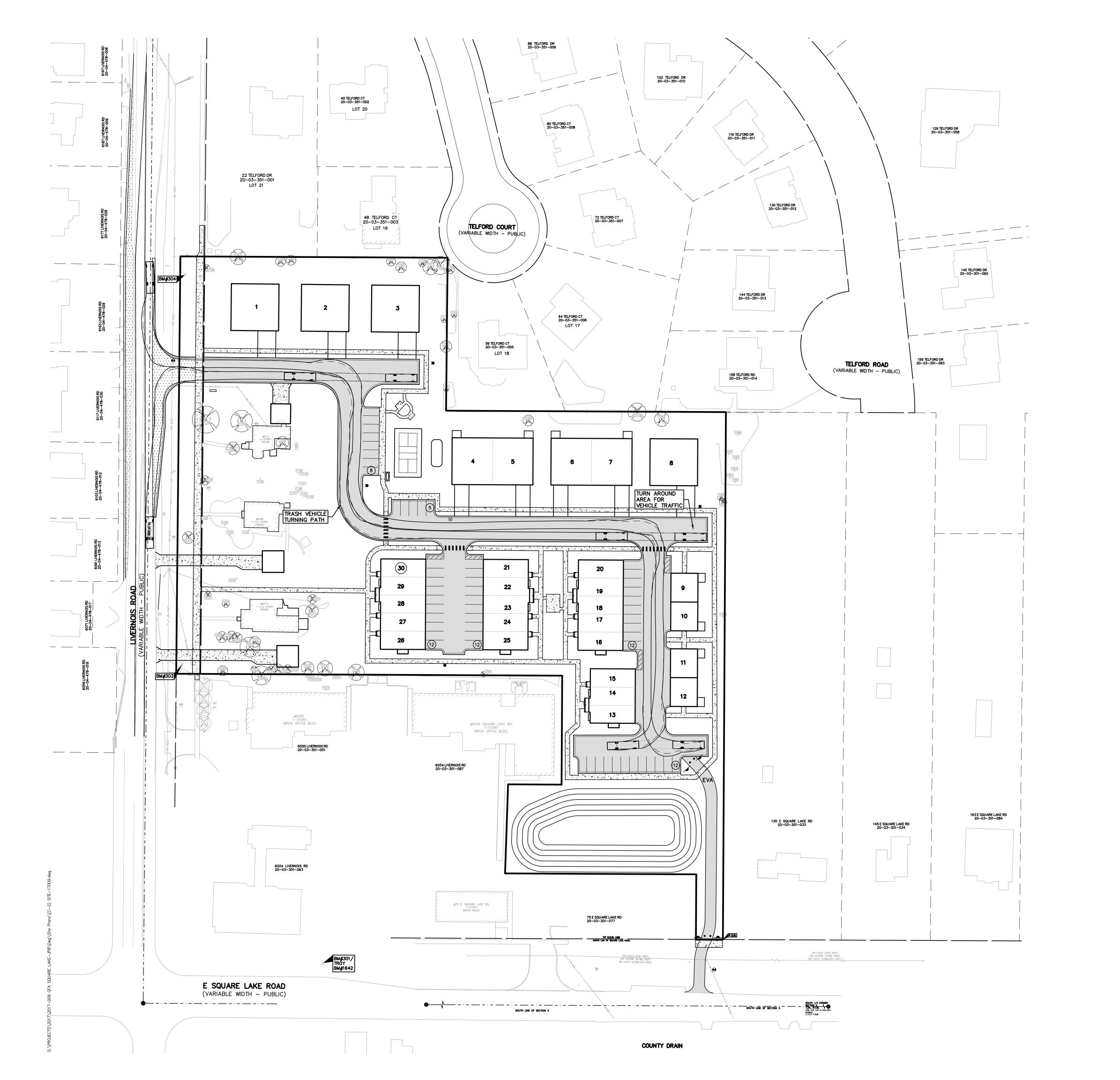
PROJECT TITLE THE VILLAGE OF HASTINGS PART OF THE SW 1/4 OF SECTION 3, T. 02N., R. 11E., TROY, MI

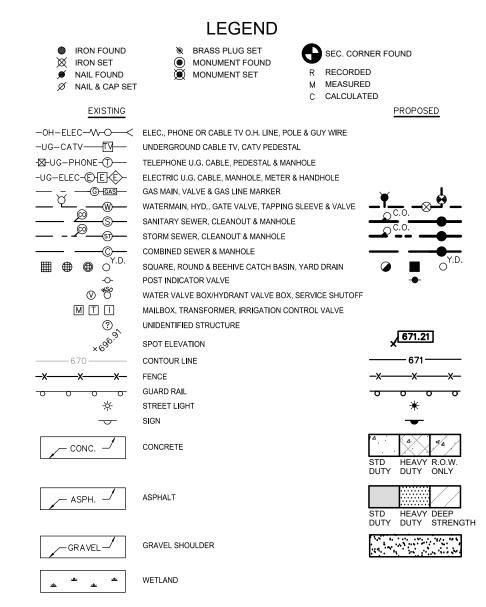
REVISIONS	
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REV. PER COMMENTS 8/24/2023	11/17/2023
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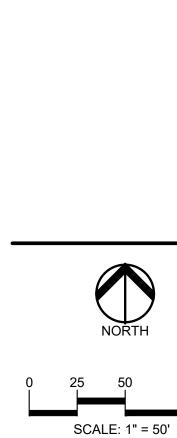
ORIGINAL ISSUE DATE: JUNE 1, 2023

ADDITIONAL SITE DETAILS

PEA JOB NO.	2017-009
P.M.	JBT
DN.	KMB
DES.	DSK
DRAWING NUMBER	<u> </u>



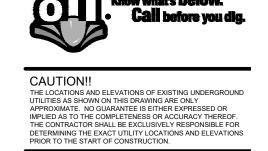




GROUP

t: 844.813.2949

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CLIENT

PROJECT TITLE

GFA
DEVELOPMENT,
INC.
3301 MIRAGE DRIVE
TROY, MI 48083

THE VILLAGE OF HASTINGS PART OF THE SW 1/4 OF SECTION 3, T. 02N., R. 11E., TROY, MI

REVISIONS	
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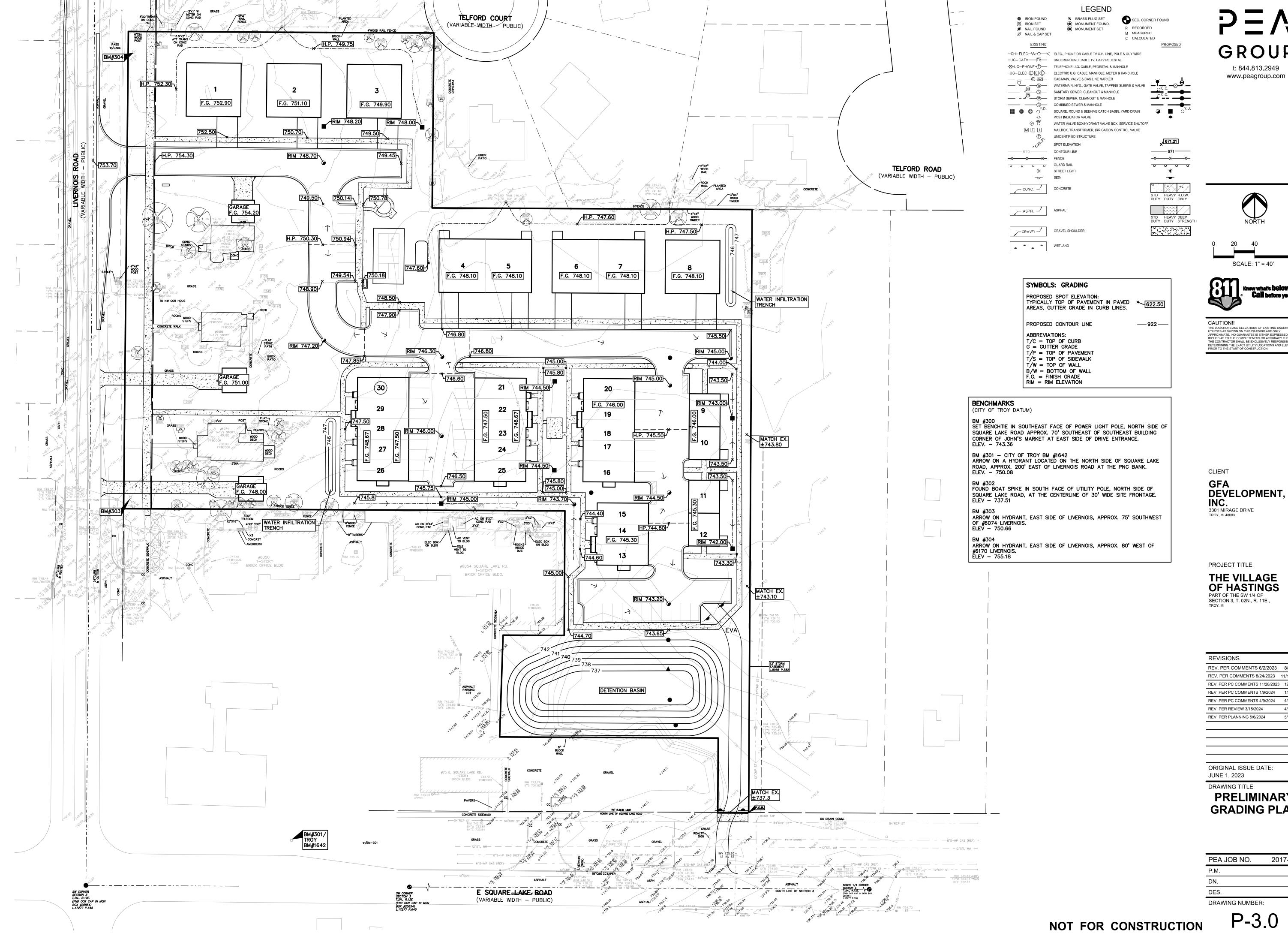
ORIGINAL ISSUE DATE: JUNE 1, 2023

TRASH VEHICLE **CIRCULATION PLAN**

PEA JOB NO.	2017-009
P.M.	JBT
DN.	KME
DES.	DSK
DRAWING NUMBER:	

Rear-Load Garbage Truck Overall Length Overall Width Overall Body Height Min Body Ground Clearance Track Width Lock-to-lock time Curb to Curb Turning Radius

REAR-LOAD GARBAGE TRUCK



GROUP t: 844.813.2949







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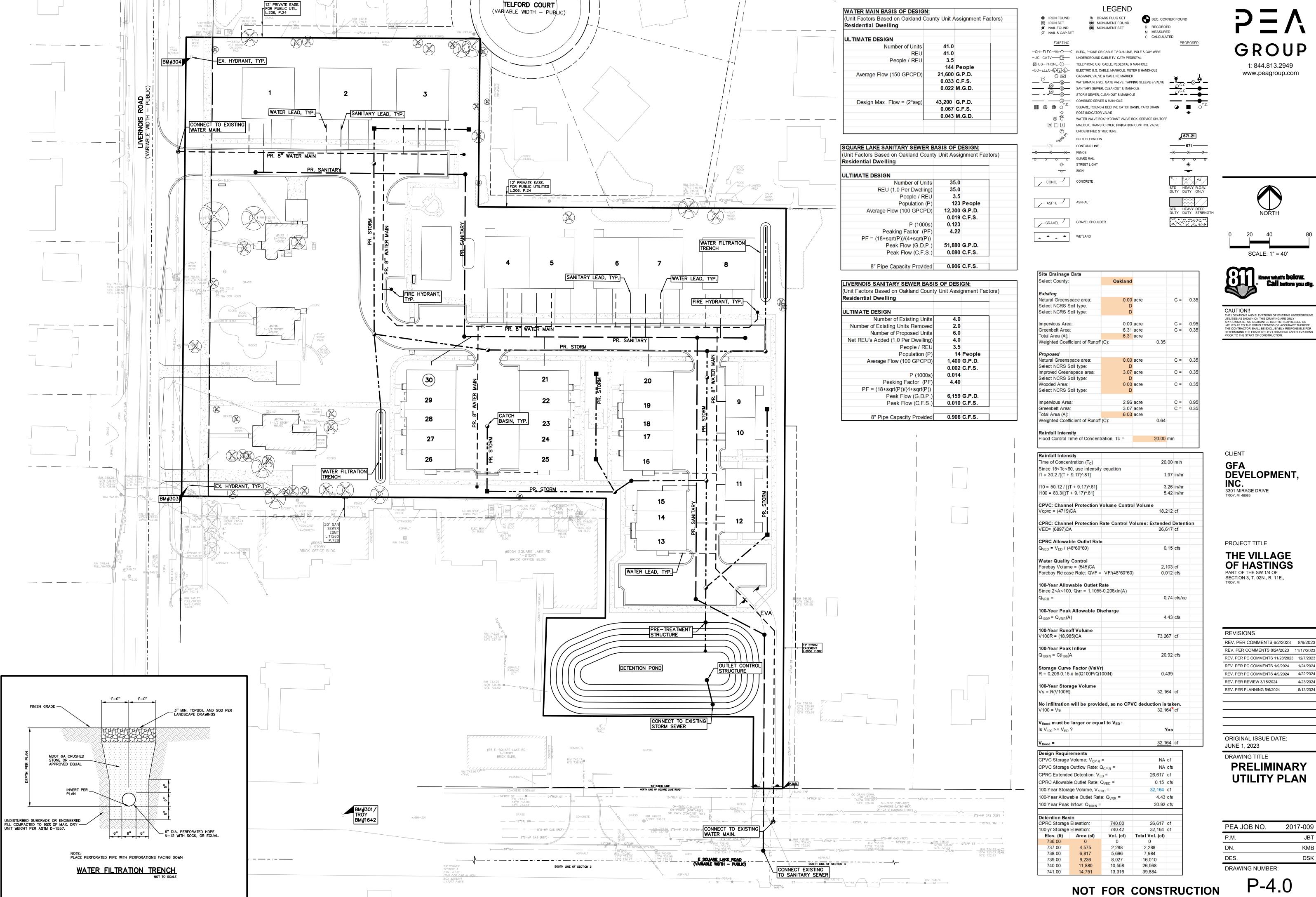
THE VILLAGE OF HASTINGS PART OF THE SW 1/4 OF SECTION 3, T. 02N., R. 11E., TROY, MI

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REV. PER PC COMMENTS 4/9/2024	4/22/2024
REV. PER REVIEW 3/15/2024	4/23/2024
REV. PER PLANNING 5/6/2024	5/13/2024

ORIGINAL ISSUE DATE:

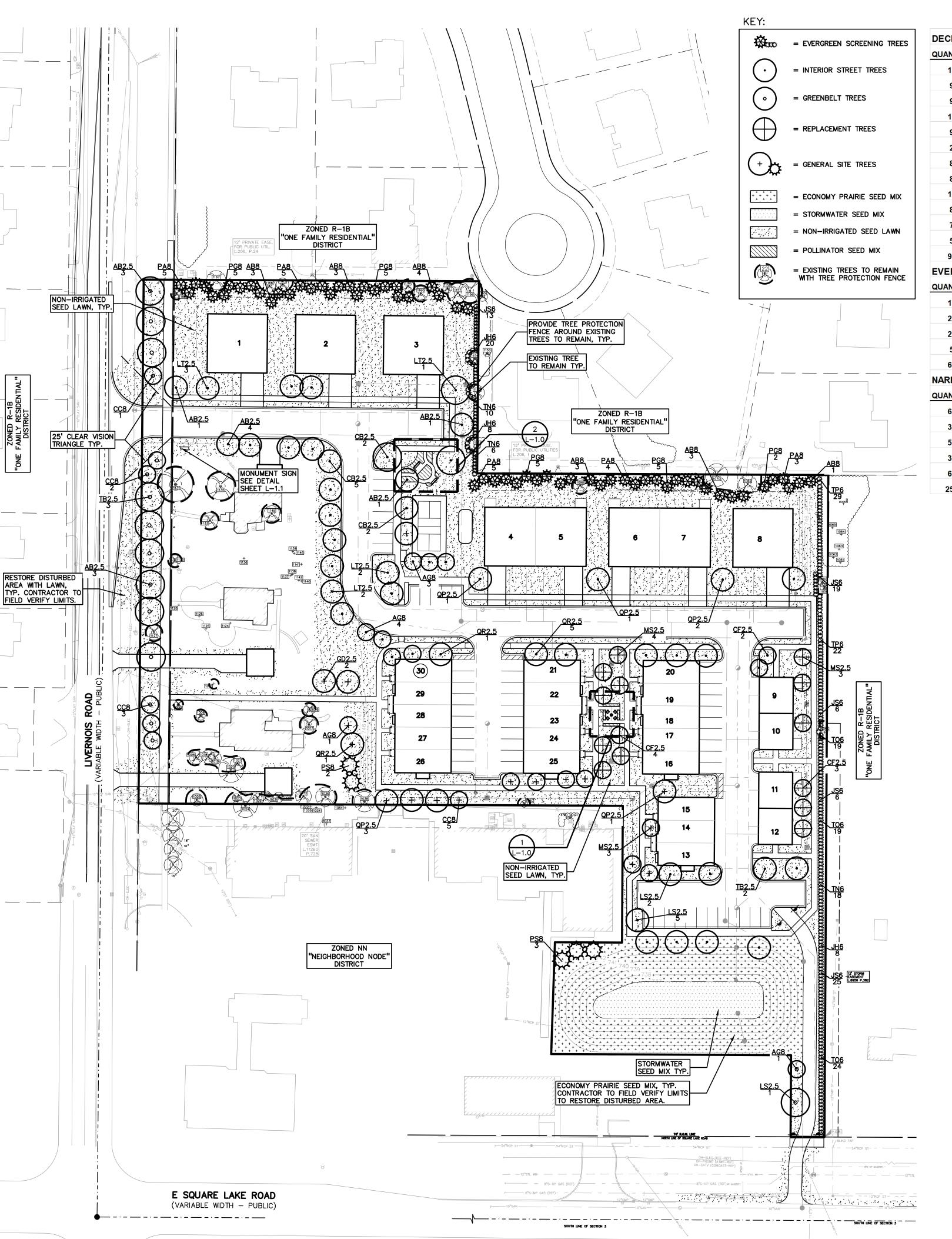
PRELIMINARY GRADING PLAN

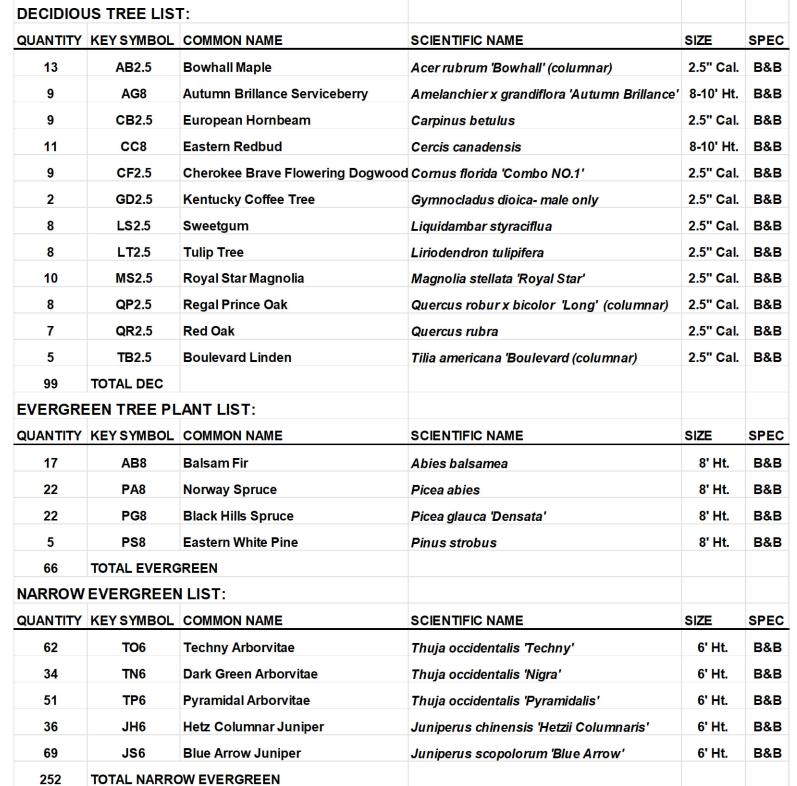
PEA JOB NO.	2017-009
P.M.	JBT
DN.	KMB
DES.	DSK
DRAWING NUMBER	•

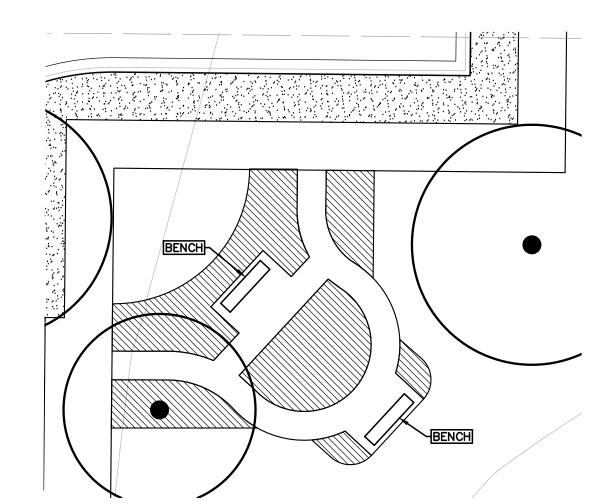


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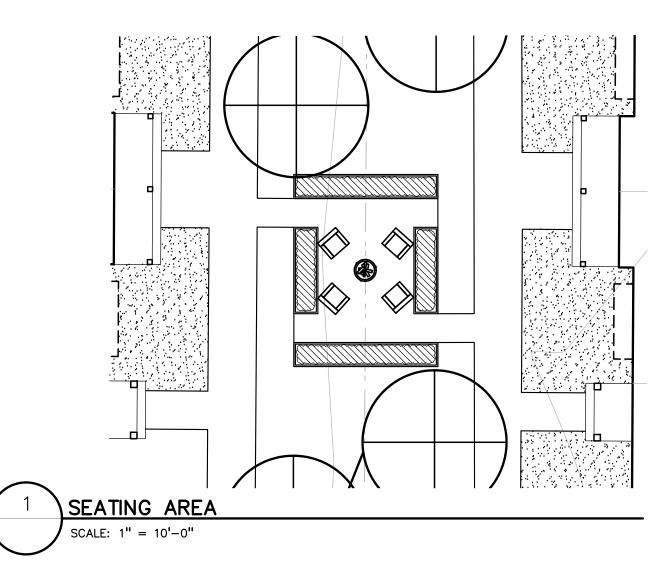
2017-009 JBT KMB







BUTTERFLY GARDEN SCALE: 1'' = 10'-0''



PER CITY OF TROY ZONING ORDINANCE - FORM BASE DISTRICT (NN) NEIGHBORHOOD NODE Q; SITE TYPE NN:B; BUILDING FORM C

<u>5.03 C—1a. = GENERAL SITE LANDSCAPE:</u> REQUIRED: 15% OF SITE AREA SHALL BE LANDSCAPE MATERIAL 274,863.6 SF * 15% = 41,229.5 SQ FT REQUIRED

PROVIDED: 71,465 SQ FT LANDSCAPE (26%)

13.02 B. = SCREENING BETWEEN USES:
REQUIRED: ABUTS R-1B USE SPACE TO THE NORTH AND EAST REQUIRES SCREEN ALT. 1 (1 NARROW EVG. / 3') OR ALT. 2 (1 LARGE EVG. TREE / 10 LF)

NORTH PROPERTY LINE -WESTERN SEGMENT 297 LF AND EASTERN SEGMENT 305 LF. ALT. 2; 297 LF / 10 = 30 AND 305 LF / 10 = 31 LARGE EVG.PROVIDED: WESTERN SEGMENT: 30 8' HT LARGE EVG. TREES EASTERN SEGMENT: 31 8' HT LARGE EVG. TREES

EAST PROPERTY LINE -NORTHERN SEGMENT 170 LF AND SOUTHERN SEGMENT 586 LF. ALT 1; 170 LF / 3 = 57 AND 586 LF / 3 = 195 NARROW EVG. PROVIDED: NORTHERN SEGMENT: 57, 6' HT. NARROW EVG. / 3' OC. SOUTHERN SEGMENT: 195, 6' HT. NARROW EVG. / 3' OC.

13.02 F. INTERIOR STREET TREES: REQUIRED: 1 TREE PER 50 LF OF INTERIOR STREETS 1281 LF / 50 = 26 TREES REQUIRED (EACH SIDE) PROVIDED: 52 PROPOSED TREES

PRESERVATION PLAN.

<u>13.02 D2. GREENBELT;</u> REQUIRED: 1 TREE / 30 LF OF FRONTAGE TO PUBLIC RD. LIVERNOIS ROAD - 463 LF FRONTAGE / 30 = 15 TREES E. SQUARE LAKE ROAD -42 LF FRONTAGE /30 = 2 TREES

REPLACEMENT TREES: SEE SHT. T-1.0 AND T-1.1 FOR EXISTING TREE LIST AND TREE

E. SQUARE LAKE ROAD: 2 TREES

REQUIRED: 35" DBH TO REPLACE REMOVED REGULATED TREES PROVIDED: 14 TREES AT 2.5" (14 * 2.5 = 35") PROVIDED

GENERAL PLANTING NOTES:

PROVIDED: LIVERNOIS ROAD: 15 TREES

- LANDSCAPE CONTRACTOR SHALL VISIT SITE, INSPECT EXISTING SITE CONDITIONS AND REVIEW PROPOSED PLANTING AND RELATED WORK. IN CASE OF DISCREPANCY BETWEEN PLAN AND PLANT LIST, PLAN SHALL GOVERN QUANTITIES. CONTACT LANDSCAPE ARCHITECT WITH ANY CONCERNS.
- CONTRACTOR SHALL VERIFY LOCATIONS OF ALL ON SITE UTILITIES PRIOR TO BEGINNING CONSTRUCTION ON HIS/HER PHASE OF WORK. ELECTRIC, GAS, TELEPHONE, CABLE TELEVISION MAY BE LOCATED BY CALLING MISS DIG 1-800-482-7171. ANY DAMAGE OR INTERRUPTION OF SERVICES SHALL BE THE RESPONSIBILITY OF CONTRACTOR. CONTRACTOR SHALL COORDINATE ALL RELATED ACTIVITIES WITH OTHER TRADES ON THE JOB AND SHALL REPORT ANY UNACCEPTABLE JOB CONDITIONS TO OWNER'S REPRESENTATIVE PRIOR TO COMMENCING.
- ALL PLANT MATERIAL TO BE PREMIUM GRADE NURSERY STOCK AND SHALL SATISFY AMERICAN ASSOCIATION OF NURSERYMEN STANDARD FOR NURSERY STOCK. ALL LANDSCAPE MATERIAL SHALL BE NORTHERN GROWN, NO. 1. GRADE.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON LANDSCAPE PLAN PRIOR TO PRICING THE WORK.
- OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL NOT MEETING SPECIFICATIONS.
- 6. ALL SINGLE STEM SHADE TREES TO HAVE STRAIGHT TRUNKS AND SYMMETRICAL CROWNS.
- ALL SINGLE TRUNK SHADE TREES TO HAVE A CENTRAL LEADER; TREES WITH FORKED OR IRREGULAR TRUNKS WILL NOT BE
- 8. ALL MULTI STEM TREES SHALL BE HEAVILY BRANCHED AND HAVE SYMMETRICAL CROWNS. ONE SIDED TREES OR THOSE WITH THIN OR OPEN CROWNS SHALL NOT BE ACCEPTED.
- ALL EVERGREEN TREES SHALL BE HEAVILY BRANCHED AND FULL TO THE GROUND, SYMMETRICAL IN SHAPE AND NOT SHEARED FOR THE LAST FIVE GROWING SEASONS.
- 10. ALL TREES TO HAVE CLAY OR CLAY LOAM BALLS, TREES WITH SAND BALLS WILL BE REJECTED.
- 1. NO MACHINERY IS TO BE USED WITHIN THE DRIP LINE OF EXISTING TREES; HAND GRADE ALL LAWN AREAS WITHIN THE DRIP LINE OF EXISTING TREES.
- 12. ALL TREE LOCATIONS SHALL BE STAKED BY LANDSCAPE CONTRACTOR AND ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF THE PLANT
- 13. IT IS MANDATORY THAT POSITIVE DRAINAGE IS PROVIDED AWAY FROM ALL BUILDINGS.
- 14. ALL PLANTING BEDS SHALL RECEIVE 3" SHREDDED HARDWOOD BARK MULCH WITH PRE EMERGENT, SEE SPECIFICATIONS. SHREDDED PALETTE AND DYED MULCH WILL NOT BE ACCEPTED.
- 15. ALL LANDSCAPED AREAS SHALL RECEIVE 3" COMPACTED TOPSOIL.
- 16. SEE SPECIFICATIONS FOR ADDITIONAL COMMENTS, REQUIREMENTS, PLANTING PROCEDURES AND WARRANTY STANDARDS.
- 7. FOR NON-LAWN SEED MIX AREAS, AS NOTED ON PLAN, BRUSH MOW ONCE SEASONALLY FOR INVASIVE SPECIES CONTROL.
- 18. CONTRACTOR SHALL NOT INSTALL PLANTS UNDER BUILDING OVERHANG AND SHALL NOTIFY LANDSCAPE ARCHITECT IF

DRAWINGS CONFLICT WITH BUILDING OVERHANGS.

19. TREES SHALL NOT CONFLICT/ BLOCK PROPOSED REGULATORY/ DIRECTION SIGNAGE, MONUMENT SIGNS, ADDRESS OR LIGHT POLES. SHIFT TREES AS NECESSARY TYP.

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SCALE: 1" = 50'



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DEVELOPMENT, INC. 3301 MIRAGE DRIVE TROY, MI 48083

PROJECT TITLE

THE VILLAGE **OF HASTINGS** SECTION 3, T. 02N., R. 11E.,

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REV. PER REVIEW 3/15/2024	4/23/20
REV. PER PLANNING 5/6/2024	5/13/20

ORIGINAL ISSUE DATE: JUNE 1, 2023

DRAWING TITLE

PRELIMINARY LANDSCAPE PLAN

PEA JOB NO.	2017-009
P.M.	JBT
DN.	LAW
DES.	LAW
DRAWING NUMBER:	

Big Bluestem

Switch Grass

Little Bluestem

Indian Grass

Common Oat

Common Milkweed

Butterfly Weed

Partridge Pea

Sand Coreopsis

False Sunflower

Wild Bergamot

Yellow Coneflower

Black-Eyed Susan

Showy Goldenrod

Smooth Blue Aster

New England Aster

Foxglove Beard Tongue

Common Mountain Mint

Wild Lupine

Annual Rye

Side Oats Grama

Prairie Sedge Mix

Canada Wild Rye

Economy Prairie Seed Mix Stantec Native Plant Nursery 574-586-2412 stantec.com/native-plant-nursery Botanical Name

Common Name

Permanent Grasses/Sedges/Rushes: Andropogon gerardii Bouteloua curtipendula Carex spp. Elymus canadensis Panicum virgatum Schizachyrium scoparium Sorghastrum nutans

Temporary Cover: Avena sativa Lolium multiflorum

Forbs & Shrubs: Asclepias syriaca Asclepias tuberosa Chamaecrista fasciculata Coreopsis lanceolata Echinacea purpurea Heliopsis helianthoides

Lupinus perennis Monarda fistulosa Penstemon digitalis Pycnanthemum virginianum Ratibida pinnata Rudbeckia hirta Solidago speciosa Symphyotrichum laeve Symphyotrichum novae-angliae

Stormwater Seed Mix Stantec Native Plant Nursery 574-586-2412 stantec.com/native-plant-nursery

Botanical Name Permanent Grasses/Sedges/Rushes: Bolboschoenus fluviatilis Carex cristatella Carex Iurida Carex vulpinoidea

Elymus virginicus Glyceria striata Juncus effusus Leersia oryzoides Panicum virgatum Switch Grass Schoenoplectus tabernaemontani Scirpus atrovirens Wool Grass Scirpus cyperinus

Temporary Cover: Avena sativa Lolium multiflorum

Forbs & Shrubs: Broad-leaved Purple Coneflower Alisma spp. Asclepias incarnata Bidens spp. Helenium autumnale Iris virginica Lycopus americanus Mimulus ringens Oligoneuron riddellii Penthorum sedoides Polygonum spp. Rudbeckia subtomentosa Rudbeckia triloba Sagittaria latifolia Senna hebecarpa

Symphyotrichum novae-angliae

Thalictrum dasycarpum

PLANT SO THAT TOP OF ROOT BALL IS

SHREDDED HARDWOOD BARK MULCH 3"

DEEP AND LEAVE 3" CIRCLE OF BARE

SPECIFIED PLANTING MIX. WATER AND

REMOVE ALL BURLAP FROM TOP $\frac{1}{3}$ OF

NON-BIODEGRADABLE MATERIAL OFF SITE

PLACE ROOTBALL ON UNEXCAVATED OR

TAMP TO REMOVE AIR POCKETS

-ROOTBALL DISCARD ALL

TAMPED SOIL

SOIL AROUND TRUNK. DO NOT PLACE

MULCH IN CONTACT WITH TRUNK

FLUSH TO GRADE OR 1-2" HIGHER IF

DO NOT COVER TOP OF ROOTBALL

FORM SAUCER WITH 4" HIGH

IN POORLY DRAINED SOILS

WITH SOIL

CONTINUOUS RIM

-FINISH GRADE

VARIES ON CONTAINER

SHRUB PLANTING DETAIL

OR BALL SIZE

SCALE: 1'' = 2'-0''

Common Name

River Bulrush Crested Oval Sedge Bottlebrush Sedge Brown Fox Sedge Virginia Wild Rye Fowl Manna Grass Common Rush Rice Cut Grass Softstem Bulrush Dark Green Rush

Common Oat Annual Rye

Swamp Milkweed Bidens (Various Mix) Sneezeweed Blue Flag Common Water Horehound Monkey Flower Riddell's Goldenrod Ditch Stonecrop Pinkweed (Various Mix) Sweet Black-Eyed Susan Brown-Eyed Susan Common Arrowhead Wild Senna New England Aster Purple Meadow Rue

Water Plantain (Various Mix)

Solar Pollinator Habitat Mix Stantec Native Plant Nursery 574-586-2412 stantec.com/native-plant-nursery Botanical Name Common Name

Permanent Grasses: Bouteloua curtipendula Side-Oats Grama Carex bicknellii

Copper-Shouldered Oval Sedge Koeleria macrantha June Grass Schizachyrium scoparium Little Bluestem Sporobolus heterolepis Prairie Dropseed

Temporary Cover: Avena sativa

Common Oat

Allium cernuum **Nodding Onion** Aquilegia canadensis Wild Columbine Asclepias syriaca Common Milkweed Chamaecrista fasciculata Partridge Pea Coreopsis lanceolata Sand Coreopsis Dalea purpurea Purple Prairie Clover Liatris aspera Rough Blazing Star Lupinus perennis v. occidentalis Wild Lupine Monarda punctata Horse Mint Penstemon hirsutus Hairy Beard Tongue Solidago nemoralis Old-Field Goldenrod Heath Aster Symphyotrichum ericoides Zizia aurea Golden Alexanders

PLAN FOR QUANTITY SPECIES SEE PLAN FOR QUANTITY PLANT PERENNIALS EQUAL DISTANCE IN ALL DIRECTIONS ALL SPACING IS TO BE TRIANGULAR UNLESS NOTED OR GRAPHICALLY SHOWN OTHERWISE PLAN VIEW 3" SHREDDED BARK MULCH. DO NOT PILE MULCH AGAINST PLANT STEMS SHOVEL CUT EDGE OR ALUMINUM EDGING AS INDICATED ON PLAN - SPECIFIED PLANTING MIX NOTE: REMOVE ALL CONTAINERS PRIOR TO PLANTING SECTION VIEW

PERENNIAL PLANTING DETAIL SCALE: 1'' = 2'-0''

> SURE-LOC E-Z EDGE ALUMINUM EDGING OR APPROVED EQUAL WITH BLACK FINISH BED MEDIA - COMPACTED SUBGRADE

> > **EDGING NOTES:** MANUFACTURER: SURE-LOC (OR APPROVED EQUAL) PHONE#: 1.800.787.3562 PRODUCT: E-Z EDGE

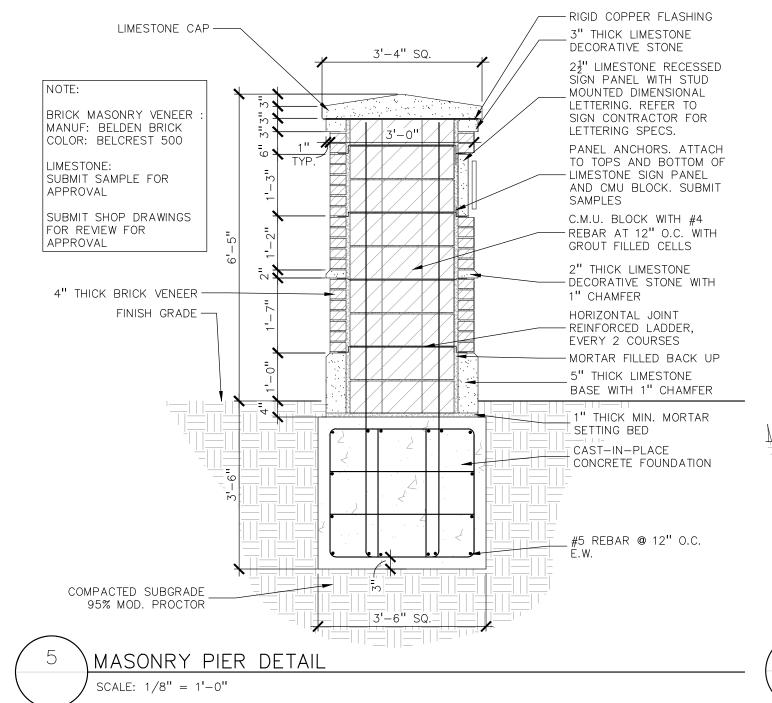
- FINISH: BLACK 2. 4 - 6' SECTIONS ALUMINUM EDGING (24 TOTAL LF), 12 SPIKES PER BOX 3. SLIDE ENDS TOGETHER, OVERLAP MATERIAL 4", AND INSERT STAKE AT 45° ANGLE FOR
- 4. STAKE SHALL SECURELY ENGAGE EDGING AND SHALL BE ENTIRELY BELOW TOP OF SURFACE OF EDGING 5. INSTALL AS PER MANUFACTURER'S SPECIFICATIONS WITH TOP OF EDGING $\frac{1}{4}$ " ABOVE COMPACTED FINISH GRADE. FINISH GRADE TO BE COMPACTED ON BOTH SIDES OF EDGING TO MAINTAIN STABILITY

CONNECTION BETWEEN SECTIONS

ALUMINUM EDGE DETAIL SCALE: 1/2'' = 1'-0''

BRICK MASONRY VENEER MANUF: BELDEN BRICK COLOR: BELCREST 500 LIMESTONE: 3'-0" LONG LIMESTONE SUBMIT SAMPLE FOR CAP. END CAP TO TAPER APPROVAL 3 SIDES. SEAL JOINTS WITH EPOXY SEALANT. SUBMIT SHOP DRAWINGS FOR REVIEW FOR - RIGID COPPER FLASHING APPROVAL 2½" LIMESTONE RECESSED - 4" THICK BRICK VENEER SIGN PANEL WITH STUD MOUNTED DIMENSIONAL C.M.U. BLOCK WITH #4 LETTERING. REFER TO -REBAR AT 12" O.C. WITH SIGN CONTRACTOR FOR GROUT FILLED CELLS LETTERING SPECS. HORIZONTAL JOINT PANEL ANCHORS. ATTACH - REINFORCED LADDER. TO TOPS AND BOTTOM OF EVERY 2 COURSES LIMESTONE SIGN PANEL AND CMU BLOCK. SUBMIT - MORTAR FILLED BACK UP SAMPLES FINISH GRADE -5" THICK LIMESTONE BASE WITH 1" CHAMFER 1" THICK MIN. MORTAR SETTING BED CAST-IN-PLACE CONCRETE FOUNDATION #5 REBAR @ 12" O.C. COMPACTED SUBGRADE 95% MOD. PROCTOR

MASONRY WALL DETAIL SCALE: 1/8'' = 1'-0''



TREE MEASURED AT 4.5' ABOVE GROUND

TREE PROTECTION WILL BE ERECTED PRIOR TO START OF CONSTRUCTION ACTIVITIES AND SHALL REMAIN IN PLACE UNTIL CONSTRUCTION IS COMPLETE NO PERSON MAY CONDUCT ANY ACTIVITY WITHIN THE DRIP LINE OF ANY TREE DESIGNATED TO REMAIN; INCLUDING, BUT NOT LIMITED TO PLACING SOLVENTS, BUILDING MATERIAL, CONSTRUCTION EQUIPMENT OR SOIL DEPOSITS WITHIN DRIP LINES

GRADE CHANGES MAY NOT OCCUR WITHIN THE DRIP LINE OF PROTECTED TREES

DURING CONSTRUCTION, NO PERSON SHALL ATTACH ANY DEVICE OR WIRE TO ANY REMAINING TREE

ALL UTILITY SERVICE REQUESTS MUST INCLUDE NOTIFICATION TO THE INSTALLER THAT PROTECTED TREES MUST BE AVOIDED. ALL TRENCHING SHALL OCCUR OUTSIDE OF THE PROTECTIVE FENCING

TREES LOCATED ON ADJACENT PROPERTY THAT MAY BE AFFECTED BY CONSTRUCTION ACTIVITIES MUST BE

TREES TO BE PRESERVED SHALL BE IDENTIFIED WITH FLAGGING PRIOR TO THE TREE CLEARING OPERATIONS PROVIDE FENCE AROUND CRITICAL ROOT ZONE OF

FENCE SHALL BE PLACED IN A CIRCLE WITH A MINIMUM RADIUS OF 1' PER 1" DIAMETER OF THE

4'HIGH PROTECTIVE FENCING

- EXISTING SOIL

WITH STEEL POSTS — 10' O.C.

TREE PROTECTION DETAIL SCALE: 1'' = 3'-0''



PEA

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www.peagroup.com

LYNN A.

WHIPPLE

LAND8CAPE

ARCHITEC

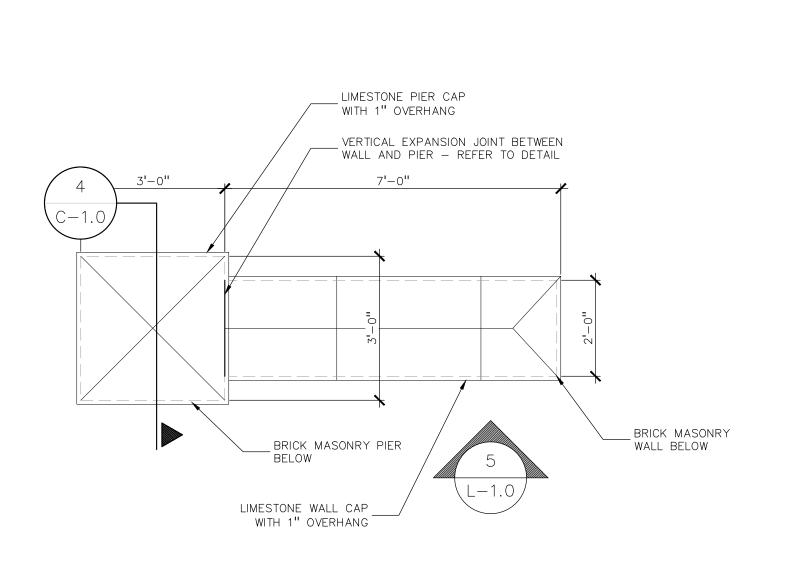
CAUTION!! THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE FACEL HILL IN COCATIONS AND ELEVATIONS. DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATION PRIOR TO THE START OF CONSTRUCTION.

PLANT SO THAT TOP OF ROOT BALL IS FLUSH TO GRADE OR 1-2" HIGHER IF IN POORLY DRAINED SOILS STAKE JUST BELOW BRANCHES WITH 2"-3" STAKING/GUYING WIDE NYLON OR PLASTIC STRAPS. CONNECT <u>LOCATION</u> FROM TREE TO STAKE AND ALLOW FOR FLEXIBILITY. REMOVE AFTER (1) ONE YEAR. (DO NOT USE WIRE & HOSE) THREE 2"X2" HARDWOOD STAKES OR STEEL T-POSTS DRIVEN A MIN. OF 18" DEEP FIRMLY INTO SUBGRADE PRIOR TO BACKFILLING SHREDDED HARDWOOD BARK MULCH TO DRIPLINE. 3" DEEP AND LEAVE 3" CIRCLE OF CLIENT BARE SOIL AROUND TREE TRUNK. DO NOT PLACE MILICH IN CONTACT WITH TREE TRUNK. FORM SAUCER WITH 4" HIGH CONTINUOUS RIM - FINISH GRADE SPECIFIED PLANTING MIX, WATER & TAMP TO - REMOVE AIR POCKETS, AMEND SOIL PER SITE CONDITIONS & TREE REQUIREMENTS EXPOSE ROOT FLARE OF TREE. CONTRACTOR MAY HAVE TO REMOVE EXCESS SOIL FROM -TOP OF ROOTBALL. REMOVE ALL BURLAP FROM TOP $\frac{1}{3}$ OF ROOTBALL. DISCARD ALL MIN. TYP. NON-BIODEGRADABLE MATERIAL OFF SITE

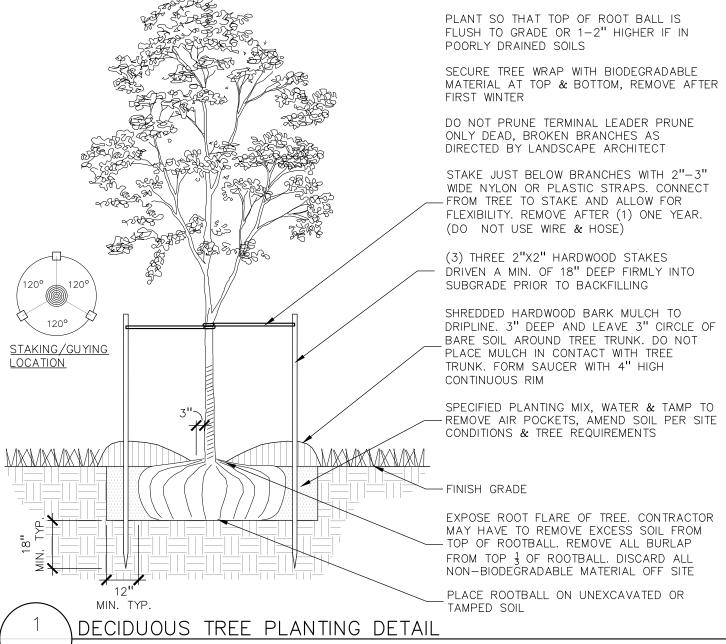
DEVELOPMENT, 3301 MIRAGE DRIVE TROY, MI 48083

PROJECT TITLE

THE VILLAGE **OF HASTINGS** PART OF THE SW 1/4 OF SECTION 3, T. 02N., R. 11E.,



MASONRY WALL AND PIER PLAN ENLARGEMENT SCALE: 1/8'' = 1'-0''



EVERGREEN TREE PLANTING DETAIL

SCALE: 1'' = 3'-0''

SCALE: 1'' = 3'-0''

SECURE TREE WRAP WITH BIODEGRADABLE REVISIONS MATERIAL AT TOP & BOTTOM, REMOVE AFTER REV. PER COMMENTS 6/2/2023 8/9/2023 REV. PER COMMENTS 8/24/2023 11/17/2023 DO NOT PRUNE TERMINAL LEADER PRUNE REV. PER PC COMMENTS 11/28/2023 12/7/2023 REV. PER PC COMMENTS 1/9/2024 1/24/2024

> ORIGINAL ISSUE DATE: JUNE 1, 2023

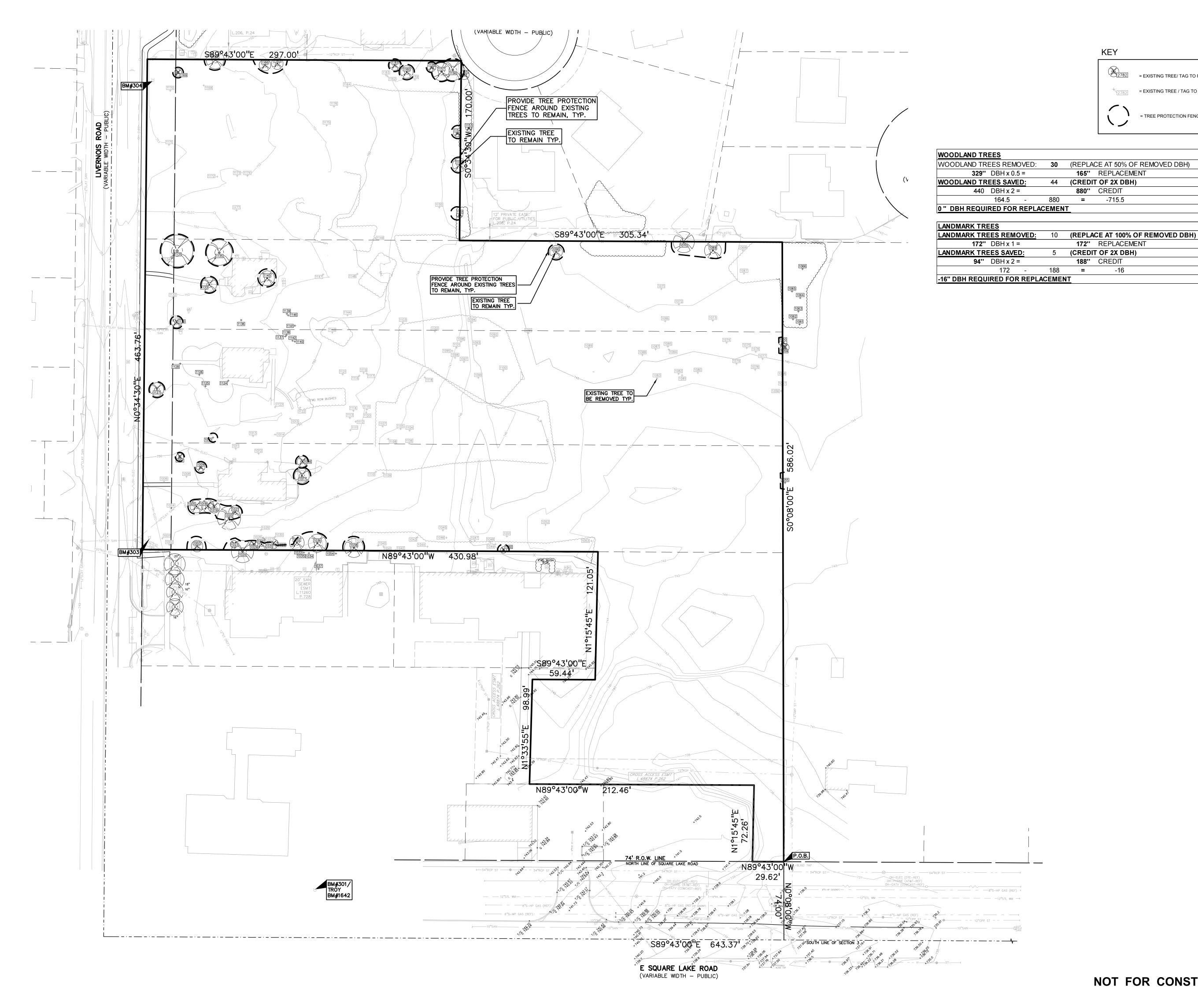
DRAWING TITLE **LANDSCAPE DETAILS**

PEA JOB NO.	2017-009
P.M.	JBT
DN.	LAW
DES.	LAW
DRAWING NI IMBED:	

NOT FOR CONSTRUCTION

PLACE ROOTBALL ON UNEXCAVATED OR

TAMPED SOIL















THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

CLIENT GFA
DEVELOPMENT,
INC.
3301 MIRAGE DRIVE
TROY, MI 48083

PROJECT TITLE THE VILLAGE OF HASTINGS PART OF THE SW 1/4 OF SECTION 3, T. 02N., R. 11E., TROY, MI

REVISIONS REV. PER COMMENTS 6/2/2023 8/9/2023 REV. PER COMMENTS 8/24/2023 11/17/2023 REV. PER PC COMMENTS 11/28/2023 12/7/2023 REV. PER PC COMMENTS 1/9/2024 1/24/2024

ORIGINAL ISSUE DATE: JUNE 1, 2023

TREE **PRESERVATION PLAN**

PEA JOB NO. 2017-009 LAW DRAWING NUMBER:

TAG	CODE	DBH	COMMON NAME	LATIN NAME	CONDITION	NOTE	CLASS	SAVE / REMOVE	ON-SITE	TAG	CODE	DBH	COMMON NAME	LATIN NAME	CONDITION	NOTE	CLASS	SAVE / REMOVE	ON-SITE
1	E	6	American Elm	Ulmus americana	Poor	NOTE	INVASIVE	S	Y	104	BX	7	Box elder	Acer negundo	Very Poor	NOTE	INVASIVE	S	Y
2	E CT	7	American Elm	Ulmus americana	Very Poor		INVASIVE	S	Y	105	BX BX	9	Box elder Box elder	Acer negundo	Very Poor		INVASIVE	S	Y
4	BW	11 13	Cottonwood Black Walnut	Populus deltoides Juglans nigra	Poor Very Poor		INVASIVE WOODLAND	S S	Y	106 107	BX	12 17	Box elder	Acer negundo Acer negundo	Poor Poor		INVASIVE INVASIVE	S S	Y
5	В	8	Basswood	Tilia americana	Fair		WOODLAND	S	Y	108	ВХ	9	Box elder	Acer negundo	Poor		INVASIVE	S	Y
7	BX B	8 9	Box elder Basswood	Acer negundo Tilia americana	Very Poor Fair		INVASIVE WOODLAND	S 	Y	109 110	B B	12 10	Basswood Basswood	Tilia americana Tilia americana	Fair Fair		WOODLAND WOODLAND	S S	Y
8	BX	6	Box elder	Acer negundo	Poor		INVASIVE	S	Y	111	В	12	Basswood	Tilia americana	Fair		WOODLAND	S	Y
9	E	9	American Elm American Elm	Ulmus americana Ulmus americana	Fair Fair		INVASIVE INVASIVE	S S	Y	112	B B	10 8	Basswood Basswood	Tilia americana Tilia americana	Fair Fair		WOODLAND WOODLAND	S S	Y
11	В	6	Basswood	Tilia americana	Poor		WOODLAND	S	Y	114	В	8	Basswood	Tilia americana	Fair		WOODLAND	S	Y
12	E	9	American Elm	Ulmus americana	Fair		INVASIVE	S	Y	115	BX	7	Box elder	Acer negundo	Fair		INVASIVE	S	N
13 14	BX BX	8 7	Box elder Box elder	Acer negundo Acer negundo	Poor Poor		INVASIVE INVASIVE	S S	Y	116 117	BX PW	8 6	Box elder White Poplar	Acer negundo Populus alba	Fair Good		INVASIVE INVASIVE	S S	N N
15	E	7	American Elm	Ulmus americana	Very Poor		INVASIVE	S	Y	1001	BS	10	Blue Spruce	Picea pungens	Poor		WOODLAND	R	¥
16 17	E	9	American Elm American Elm	Ulmus americana Ulmus americana	Fair Fair		INVASIVE INVASIVE	S 	Y	1002 1003		15 11	Austrian Pine Scotch Pine	Pinus nigra Pinus sylvestris	Fair Fair		WOODLAND WOODLAND	R S	Y
18	СТ	8	Cottonwood	Populus deltoides	Poor		INVASIVE	S	Υ	1004	₽	23	Basswood	Tilia americana	Good		LANDMARK	R	¥
19 20	NM	11 12	Norway Maple American Elm	Acer platanoides Ulmus americana	Fair Poor		INVASIVE INVASIVE	S	Y	1005 1006		12 14	Silver Maple Norway Spruce	Acer saccharinum Picea Abies	Fair Fair		INVASIVE WOODLAND	S R	Y
21	BX	12	Box elder	Acer negundo	Very Poor		INVASIVE	S	Y	1007	WS	7	White Spruce	Picea glauca	Poor		WOODLAND		Y
22	E	9	American Elm American Elm	Ulmus americana Ulmus americana	Poor Fair		INVASIVE INVASIVE	S S	Y	1008 1009	_	27 14	Norway Maple White Spruce	Acer platanoides Picea glauca	Good Fair		INVASIVE WOODLAND	R S	¥
24	CT	11	Cottonwood	Populus deltoides	Good		INVASIVE	S	Y	1010	TH	7	Thornapple/Hawthorne	Cragaegus spp.	Poor		WOODLAND	S	Y
25	B CT	9	Basswood Cottonwood	Tilia americana Populus deltoides	Poor		WOODLAND	S	Y	1011 1012	TH SU	11 17	Thornapple/Hawthorne Sugar Maple	Cragaegus spp. Acer saccharum	Poor Fair		WOODLAND LANDMARK	S S	Y
26 27	BX	7	Box elder	Acer negundo	Poor Poor		INVASIVE INVASIVE	S	Y	1012	_	10	Norway Maple	Acer platanoides	Fair		INVASIVE	R	¥
28	E	10	American Elm	Ulmus americana	Good		INVASIVE	S	Y	1014		13	Norway Maple	Acer platanoides	Good		INVASIVE	R	X X
30	B	13 7	American Elm Basswood	Ulmus americana Tilia americana	Fair Poor		INVASIVE WOODLAND	S S	Y	1015 1016		11 10	Norway Maple White Spruce	Acer platanoides Picea glauca	Good Poor		INVASIVE WOODLAND	R S	Y
31	NM	15	Norway Maple	Acer platanoides	Good		INVASIVE	S	Y	1017		14	Sugar Maple	Acer saccharum	Very Poor	dead	WOODLAND	S	Y
32	NM B	15 7	Norway Maple Basswood	Acer platanoides Tilia americana	Very Poor Poor		INVASIVE WOODLAND	S S	Y	1018 1019		12 11	Scotch Pine Norway Maple	Pinus sylvestris Acer platanoides	Fair Good		WOODLAND INVASIVE	S S	Y
34	В	10	Basswood	Tilia americana	Poor		WOODLAND	S	Υ	1020	SM	22	Silver Maple	Acer saccharinum	Fair		INVASIVE	S	Y
35 36	B	11 6	Basswood American Elm	Tilia americana Ulmus americana	Poor Fair		WOODLAND INVASIVE	S	Y	1021 1022	SC NM	20 12	Scotch Pine Norway Maple	Pinus sylvestris Acer platanoides	Good Fair		LANDMARK INVASIVE	S S	Y
37	E	9	American Elm	Ulmus americana	Poor		INVASIVE	S	Y	1023	SC	7	Scotch Pine	Pinus sylvestris	Fair		WOODLAND	S	Y
38	BC	7 6	Wild Black Cherry American Elm	Prunus serotina Ulmus americana	Fair		WOODLAND INVASIVE	S S	Y	1024 1025	NM SC	21 13	Norway Maple Scotch Pine	Acer platanoides Pinus sylvestris	Good Fair		INVASIVE WOODLAND	S R	N Y
40	В	7	Basswood	Tilia americana	Poor Poor		WOODLAND	S	Y	1026		8	Norway Maple	Acer platanoides	Good		INVASIVE	R	¥
41	В	9	Basswood	Tilia americana	Fair		WOODLAND	S	Y	1027 1028		10 10	Norway Maple	Acer platanoides	Good		INVASIVE	R	¥
42	В	8	Basswood Basswood	Tilia americana Tilia americana	Poor Very Poor		WOODLAND WOODLAND	S S	Y	1020		8	Norway Maple Norway Maple	Acer platanoides Acer platanoides	Good Good		INVASIVE INVASIVE	S S	Y
44	В	6	Basswood	Tilia americana	Very Poor		WOODLAND	S	Y	1030	NM	9	Norway Maple	Acer platanoides	Good		INVASIVE	R	¥
45 46	BC B	10 8	Wild Black Cherry Basswood	Prunus serotina Tilia americana	Good Very Poor		WOODLAND WOODLAND	S S	Y	1031 1032	NM BX	9 14	Norway Maple Box elder	Acer platanoides Acer negundo	Good Fair		INVASIVE INVASIVE	S S	Y
47	В	8	Basswood	Tilia americana	Fair		WOODLAND	S	Y	1033		11	Box elder	Acer negundo	Fair		INVASIVE	S	N
48 49	B B	8 11	Basswood Basswood	Tilia americana Tilia americana	Very Poor Poor		WOODLAND WOODLAND	S 	Y	1034 1035	AU NM	16 6	Austrian Pine Norway Maple	Pinus nigra Acer platanoides	Fair Good		WOODLAND INVASIVE	S S	N N
50	В	7	Basswood	Tilia americana	Poor		WOODLAND	S	Y	1036	AU	17	Austrian Pine	Pinus nigra	Very Poor	dead	WOODLAND	S	Y
51 52	B	7	Basswood Basswood	Tilia americana Tilia americana	Fair Fair		WOODLAND WOODLAND	S	Y	1037 1038	NM BX	12 18	Norway Maple Box elder	Acer platanoides Acer negundo	Fair Fair		INVASIVE INVASIVE	S S	N
53A	GA	7	Green Ash	Fraxinus pennsylvanica	Very Poor		INVASIVE	S	Y	1039	WC	6	White Cedar	Thuja occidentalis	Good		WOODLAND	R	¥
53B 54	E	9	American Elm American Elm	Ulmus americana Ulmus americana	Fair		INVASIVE INVASIVE	S S	Y	1040 1041	WC BX	6 10	White Cedar Box elder	Thuja occidentalis Acer negundo	Fair Fair		WOODLAND INVASIVE	R	¥
55	BW	8	Black Walnut	Juglans nigra	Poor Fair		WOODLAND	S	Y	1042		12	Norway Maple	Acer platanoides	Good		INVASIVE	R	¥
56	В	11	Basswood American Elm	Tilia americana Ulmus americana	Fair		WOODLAND	S	Y	1043 1044		12 11	Silver Maple Scotch Pine	Acer saccharinum Pinus sylvestris	Fair Very Poor	dead	INVASIVE WOODLAND	R	¥
57 58	В	10 12	Basswood	Tilia americana	Fair Fair		INVASIVE WOODLAND	S	Y	1045		43	Silver Maple	Acer saccharinum	Fair	ucuu	INVASIVE	R	¥
59 60	BX BX	7	Box elder Box elder	Acer negundo	Poor		INVASIVE	S	Y	1046 1047		8 16	Norway Maple Silver Maple	Acer platanoides Acer saccharinum	Good Fair		INVASIVE INVASIVE	R R	¥
61	CT	11	Cottonwood	Acer negundo Populus deltoides	Poor Poor		INVASIVE INVASIVE	S S	Y	1048		14	Scotch Pine	Pinus sylvestris	Poor		WOODLAND	R	¥
62	NM	12	Norway Maple	Acer platanoides	Good		INVASIVE	S	Y	1049 1050	SC SM	14 6	Scotch Pine Silver Maple	Pinus sylvestris Acer saccharinum	Poor		WOODLAND	R S	¥
63 64	CT	10 21	Basswood Cottonwood	Tilia americana Populus deltoides	Fair Good		WOODLAND INVASIVE	<u>S</u> S	Y	1050	SM	22	Silver Maple	Acer saccharinum	Fair Good		INVASIVE INVASIVE	R R	¥
65	В	10	Basswood	Tilia americana	Fair		WOODLAND	S	Y	1052 1053	_	8	Norway Maple	Acer platanoides Acer saccharinum	Very Poor		INVASIVE	R	X Y
66 67	CT B	12 12	Basswood Cottonwood	Tilia americana Populus deltoides	Fair Poor		WOODLAND INVASIVE	S S	Y	1054	SU	30 7	Silver Maple Sugar Maple	Acer saccharum	Poor Good		INVASIVE WOODLAND	S	N
68	NM	7	Norway Maple	Acer platanoides	Poor		INVASIVE	S	Y	1055	TH	7	Thornapple/Hawthorne	Cragaegus spp.	Very Poor	x2 dead	WOODLAND	S	Y
69 70	NM BX	15 9	Norway Maple Box elder	Acer platanoides Acer negundo	Good Poor		INVASIVE INVASIVE	S S	Y	1056 1057	SC SC	13 12	Scotch Pine Scotch Pine	Pinus sylvestris Pinus sylvestris	Fair Fair		WOODLAND WOODLAND	R R	¥
71	В	11	Basswood	Tilia americana	Fair		WOODLAND	S	Y	1058	SC	13	Scotch Pine	Pinus sylvestris	Fair		WOODLAND	R	¥
72 73	BX BX	7	Box elder Box elder	Acer negundo Acer negundo	Poor Poor		INVASIVE INVASIVE	S S	Y	1059 1060	BX BX	8	Box elder Box elder	Acer negundo Acer negundo	Fair Fair	x2	INVASIVE INVASIVE	S S	Y
74	В	13	Basswood	Tilia americana	Fair		WOODLAND	S	Y	1061	BS	6	Blue Spruce	Picea pungens	Fair		WOODLAND	S	N
75 76	B	12 11	Basswood Basswood	Tilia americana Tilia americana	Fair Fair		WOODLAND WOODLAND	S S	Y	1062 1063	NS NS	6	Norway Spruce Norway Spruce	Picea Abies Picea Abies	Fair Fair		WOODLAND WOODLAND	S S	N N
77	В	11	Basswood	Tilia americana	Fair Fair		WOODLAND	S	Y	1064	NS	7	Norway Spruce	Picea Abies	Good		WOODLAND	S	N
78 79	BX CT	9 14	Box elder Cottonwood	Acer negundo Populus deltoides	Fair Fair		INVASIVE INVASIVE	S	Y	1065 1066	NS SC	6 17	Norway Spruce Scotch Pine	Picea Abies Pinus sylvestris	Fair Fair		WOODLAND WOODLAND	S S	N N
80	В	7	Basswood	Tilia americana	Fair Fair		WOODLAND	S	Y	1067	CT	25	Cottonwood	Populus deltoides	Good		INVASIVE	R	¥
81 82	CT B	12 7	Cottonwood	Populus deltoides Tilia americana	Fair		INVASIVE WOODLAND	S	Y	1068 1069	W P BW	2 1 16	(Eastern) White Pine Black Walnut	Pinus strobus Juglans nigra	Fair Good		LANDMARK WOODLAND	R S	Y Y
83	В	7	Basswood Basswood	Tilia americana Tilia americana	Poor Poor		WOODLAND WOODLAND	S S	Y	1070	AU	20	Austrian Pine	Pinus nigra	Good		LANDMARK	S	Y
84	CT	12 8	Cottonwood	Populus deltoides	Fair		INVASIVE	S	Y	1071 1072	MH SH	16 16	Bitternut Hickory Shagbark Hickory	Carya cordiformis Carya ovata	Good Good	bitternut hickory hickory	LANDMARK LANDMARK	R D	¥
85 86	BX PW	8 14	Box elder White Poplar	Acer negundo Populus alba	Poor Good		INVASIVE INVASIVE	S S	Y	1073	SH	8	Shagbark Hickory	Carya ovata	Very Poor	hickory	WOODLAND	R	¥
87	BX	8	Box elder	Acer negundo	Poor		INVASIVE	S	Y	1074 1075		12 10	Scotch Pine Scotch Pine	Pinus sylvestris Pinus sylvestris	Fair Fair		WOODLAND WOODLAND		¥
88 89	BX	9 11	American Elm Box elder	Ulmus americana Acer negundo	Poor Poor		INVASIVE INVASIVE	S S	Y	1076	SC	10 10	Scotch Pine	Pinus sylvestris Pinus sylvestris	Fair Fair		WOODLAND WOODLAND		¥
90	E	10	American Elm	Ulmus americana	Good		INVASIVE	S	Y	1077 1078		9	Scotch Pine Scotch Pine	Pinus sylvestris Pinus sylvestris	Fair Fair		WOODLAND WOODLAND		X Y
91 92	E BX	8 11	American Elm Box elder	Ulmus americana Acer negundo	Fair Poor		INVASIVE INVASIVE	S S	Y	1079	SC	8	Scotch Pine	Pinus sylvestris Pinus sylvestris	Fair Fair		WOODLAND WOODLAND		¥
93	BX	13	Box elder	Acer negundo	Poor		INVASIVE	S	Y	1080 1081	SC SC	14	Scotch Pine Scotch Pine	Pinus sylvestris	Fair Fair		WOODLAND		Y Y
94 95	B BX	1 4 16	Basswood Box elder	Tilia americana Acer negundo	Very Poor Poor		WOODLAND INVASIVE	S S	Y	1081 1082		8 13	Scotch Pine Scotch Pine	Pinus sylvestris Pinus sylvestris	Fair Fair		WOODLAND WOODLAND		¥
96A	В	9	Basswood	Tilia americana	Poor		WOODLAND	S	Y	1083		16	Scotch Pine	Pinus sylvestris	Fair	x 1	WOODLAND	R	¥
96B 97	B BX	9 10	Basswood Box elder	Tilia americana Acer negundo	Poor Poor		WOODLAND INVASIVE	S S	Y	1084 1085		10 14	Silver Maple Scotch Pine	Acer saccharinum Pinus sylvestris	Good Fair		INVASIVE WOODLAND	R R	¥
98	BX	11	Box elder	Acer negundo	Very Poor		INVASIVE	S	Y	1086	BT	9	Butternut Silver Meele	Juglans cinerea	Good		LANDMARK	R	¥
99	CT RO	11 8	Cottonwood Red Oak	Populus deltoides Quercus rubra	Fair Poor		INVASIVE WOODLAND	S S	Y	1087 1088	SM SM	10 16	Silver Maple Silver Maple	Acer saccharinum Acer saccharinum	Fair Good		INVASIVE INVASIVE	R R	X
101	В	7	Basswood	Tilia americana	Fair		WOODLAND	S	Y	1089		12	Box elder	Acer negundo	Fair		INVASIVE	R	¥
102 103	BX BX	12 8	Box elder Box elder	Acer negundo Acer negundo	Poor Poor		INVASIVE INVASIVE	S	Y	1090 1091	BS SM	12 12	Blue Spruce Silver Maple	Picea pungens Acer saccharinum	Good Fair		WOODLAND INVASIVE	S R	Y

WOODLAND TREES			
WOODLAND TREES REMOVED:	30	(REPLAC	CE AT 50% OF REMOVED DBH)
329'' DBH x 0.5 =		165''	REPLACEMENT
WOODLAND TREES SAVED:	44	(CREDIT	OF 2X DBH)
440 DBH x 2 =		880''	CREDIT
164.5 -	880	=	-715.5
0" DBH REQUIRED FOR REPLA	CEMEN	<u> T</u>	
0 " DBH REQUIRED FOR REPLA	CEMEN	<u> T</u>	
·	CEMEN	<u> T</u>	
LANDMARK TREES	10		CE AT 100% OF REMOVED DBH)
O" DBH REQUIRED FOR REPLANDMARK TREES LANDMARK TREES REMOVED: 172" DBH x 1 =			CE AT 100% OF REMOVED DBH) REPLACEMENT
LANDMARK TREES LANDMARK TREES REMOVED:		(REPLAC	
LANDMARK TREES LANDMARK TREES REMOVED: 172" DBH x 1 =	10	(REPLAC	REPLACEMENT

52 Trees

LATIN NAME

Acer platanoides

Catalpa speciosa

Acer negundo

Acer platanoides

Acer negundo

Acer negundo

Acer platanoides

Acer platanoides

Acer negundo

Picea pungens

Cragaegus spp.

Acer platanoides

Acer platanoides

Acer saccharinum

Acer platanoides

Acer negundo

Acer negundo

Acer platanoides

Acer platanoides

Acer platanoides

Acer platanoides

Acer platanoides

Acer negundo

Acer platanoides

Acer platanoides

Juglans nigra

Juglans cinerea

Ulmus americana

Pinus sylvestris

Ulmus americana

Acer platanoides

Picea pungens

Acer platanoides

Acer platanoides

Morus alba

Acer platanoides

Quercus alba

Pinus strobus

Acer saccharinum

Pinus strobus

Picea glauca

Acer platanoides

Picea glauca

Morus alba

Acer platanoides

Acer platanoides

Acer platanoides

Ulmus americana

Ulmus americana

Acer saccharinum

Pinus sylvestris

Pinus sylvestris

Picea pungens

Aesculus glabra

Acer saccharinum

Liriodendron tulipifera

Morus alba

Acer saccharinum

Thuja occidentalis

Acer platanoides

Picea pungens

Picea pungens

Picea pungens

Pinus strobus

Quercus alba

Abies balsamea

Acer saccharinum

Picea glauca

Abies balsamea

Abies balsamea

Picea glauca

Acer saccharinum

Picea glauca

Malus sylvestris

Acer negundo

Acer saccharinum

Pseudotsuga menziesii

Picea pungens

Acer saccharinum

Pyrus communis

Pyrus communis

Pyrus communis

Acer saccharinum

Pinus resinosa

Malus sylvestris

CONDITION

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-16" DBH REQUIRED FOR REPLACEMENT

(NO REPLACEMENT REQUIRED FOR EXEMPT TREES)

Norway Maple

Catalpa

Box elder

Norway Maple

Box elder

Box elder

Norway Maple

Norway Maple

Box elder

Blue Spruce

Thornapple/Hawthorne

Norway Maple

Norway Maple

Silver Maple

Norway Maple

Box elder

Box elder

Norway Maple

Norway Maple

Norway Maple

Norway Maple

Norway Maple

Box elder

Norway Maple

Norway Maple

Black Walnut

Butternut

American Elm

Scotch Pine

American Elm

Norway Maple

Blue Spruce

Norway Maple

White Mulberry

Norway Maple

White Oak

(Eastern) White Pine

Silver Maple

(Eastern) White Pine

White Spruce

Norway Maple

White Spruce

White Mulberry

Norway Maple

Norway Maple

Norway Maple

American Elm

American Elm

Silver Maple

Scotch Pine

Scotch Pine

Blue Spruce

Ohio Buckeye

Silver Maple

Tulip-Poplar

White Mulberry

Silver Maple

White Cedar

Norway Maple

Blue Spruce

Blue Spruce

Blue Spruce

(Eastern) White Pine

White Oak

Balsam Fir

Silver Maple

White Spruce

Balsam Fir

Balsam Fir

White Spruce

Silver Maple

White Spruce

Domestic Apple

Box elder

Silver Maple

Douglas Fir

Blue Spruce

Silver Maple

Pear

Pear

Silver Maple

Domestic Apple

Red Pine

EXEMPT TREES

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SAVED EXEMPT TREES:

EXEMPT TREES ON SITE:

TAG | CODE | DBH | COMMON NAME |

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CAUTION!! THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

DEVELOPMENT, 3301 MIRAGE DRIVE

PROJECT TITLE THE VILLAGE **OF HASTINGS** SECTION 3, T. 02N., R. 11E.,

REVISIONS REV. PER COMMENTS 6/2/2023 8/9/2023 REV. PER COMMENTS 8/24/2023 11/17/2023 REV. PER PC COMMENTS 11/28/2023 12/7/2023 REV. PER PC COMMENTS 1/9/2024 1/24/2024

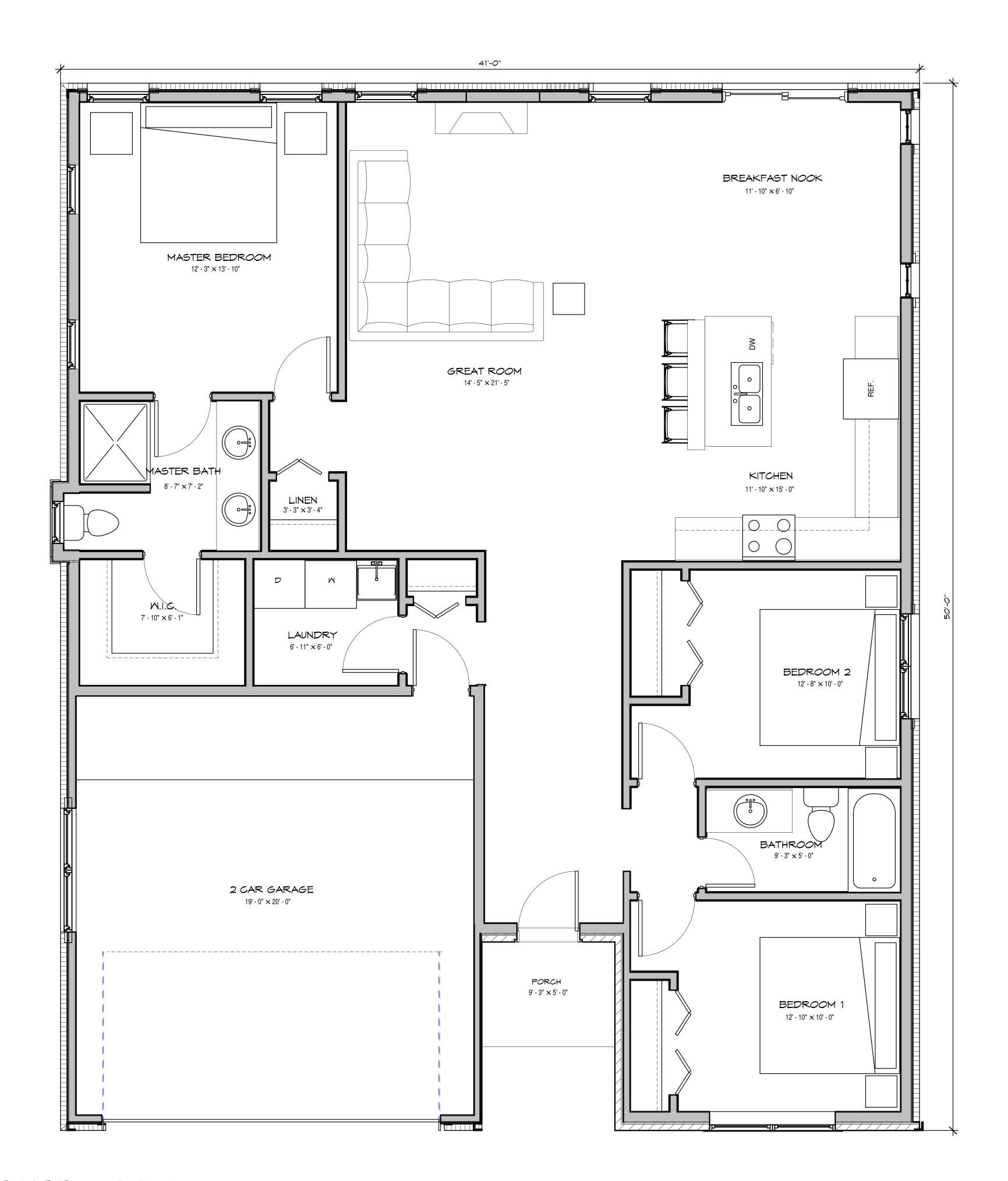
ORIGINAL ISSUE DATE: JUNE 1, 2023

DRAWING TITLE

TREE PRESERVATION LIST

PEA JOB NO.	2017-009
P.M.	JBT
DN.	KAD
DES.	KAD
DRAWING NUMBER:	

NOT FOR CONSTRUCTION T-1.1



FIRST FLOOR PLAN

Scale: 3/8" = 1'-0"



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Client:

GFA Development -Ranch Unit

Project Title:

VILLAGE OF HASTINGS

Troy, MI

Sheet Title:

FIRST FLOOR UNIT PLAN

Project Number: 22312
Drawn By: AJM, JS
Checked By: AJM
Approved By: AJM
Date: 06-16-2023

Issued: Owner's R

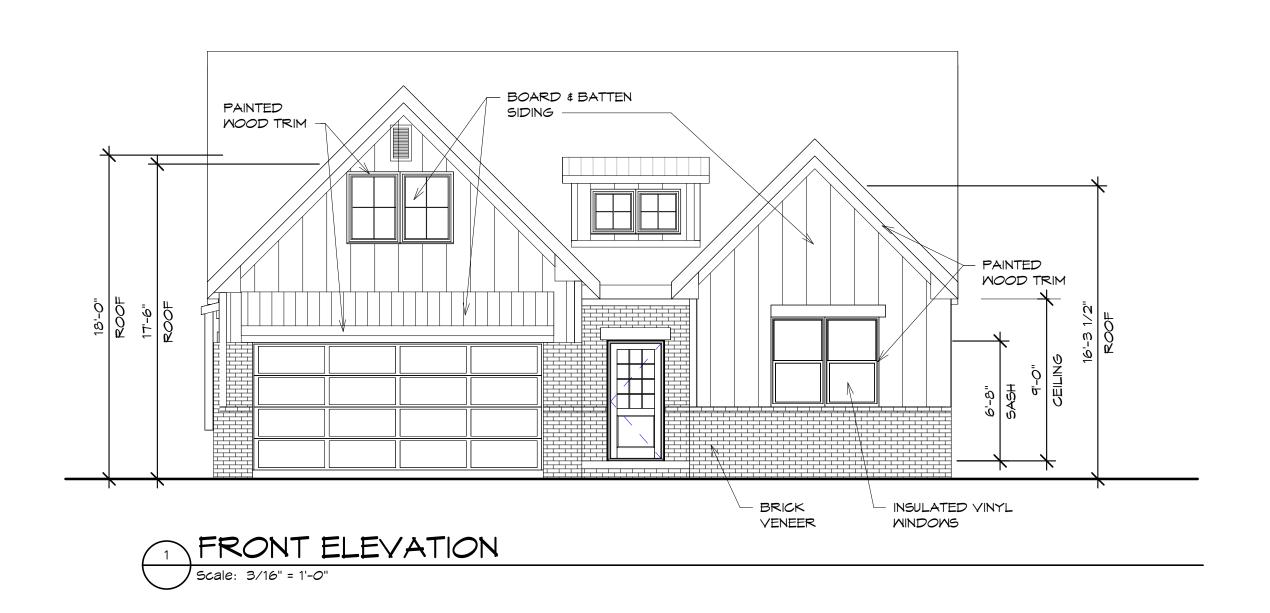
Owner's Review 06-16-23
Owner's Review 11-09-23
Site Plan Approval 04-29-24

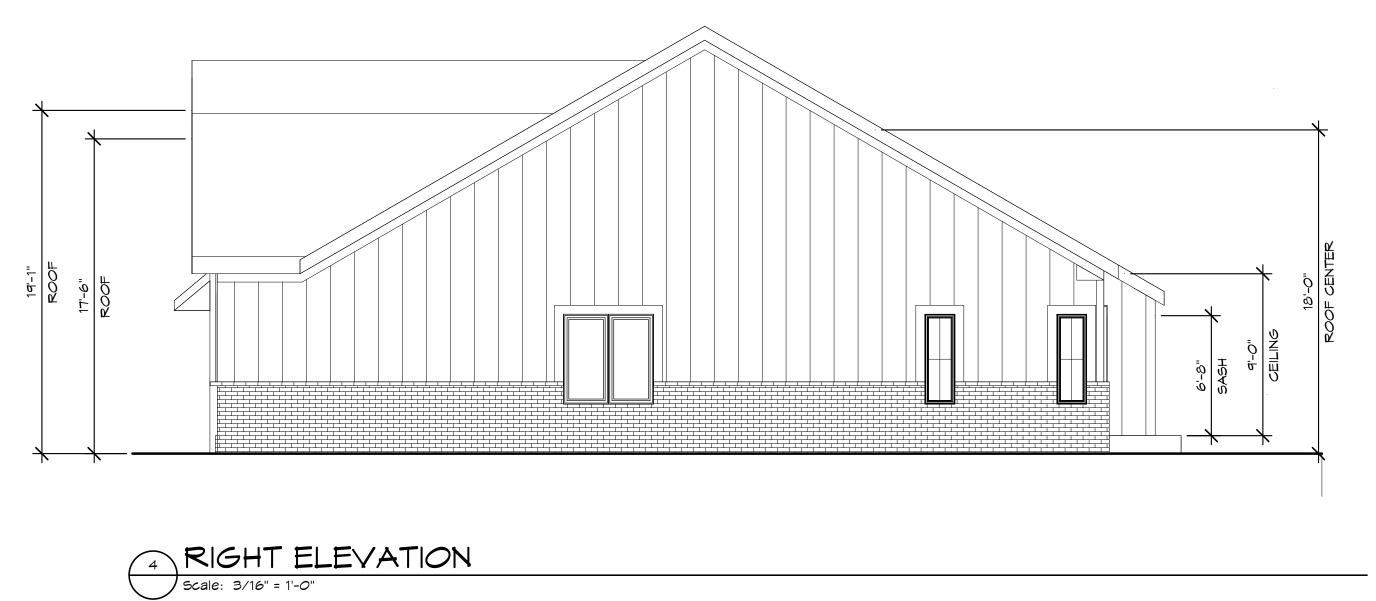
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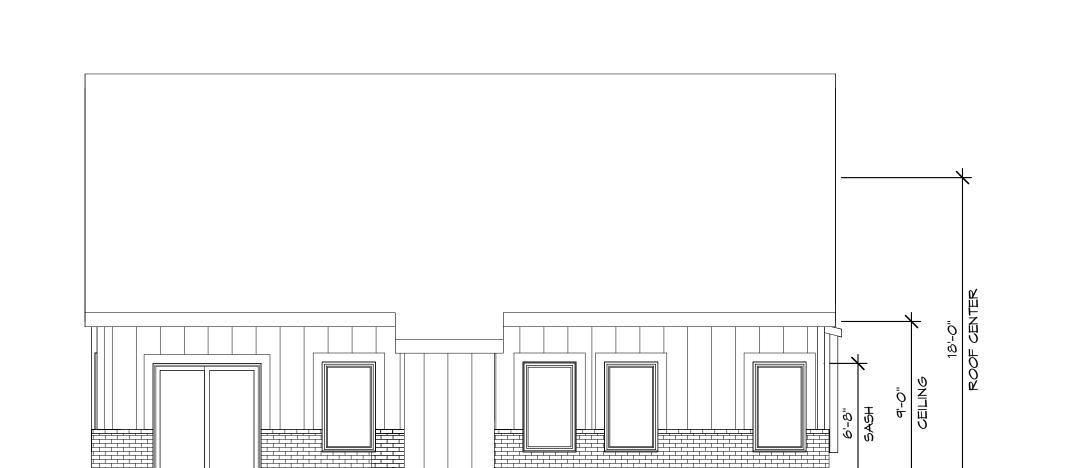
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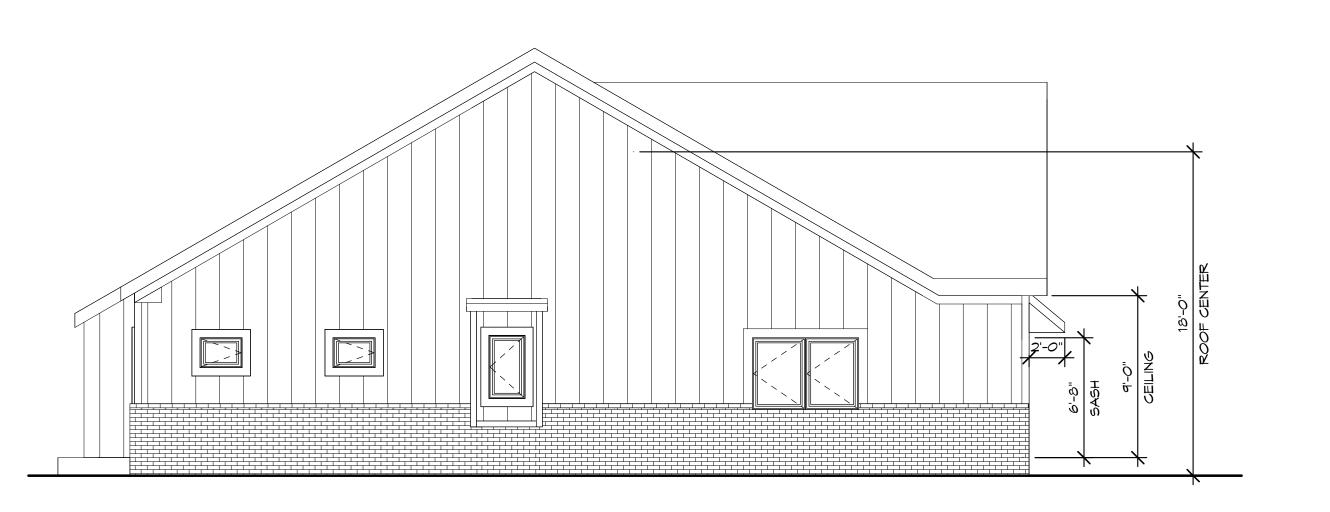
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Scale: 3/16" = 1'-0"



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Client:

GFA
Development Ranch Unit

Project Title:

VILLAGE OF HASTINGS

Troy, MI

Sheet Title: ELEVATIONS -OPTION A

Project Number: 22312
Drawn By: AJM, JS
Checked By: AJM
Approved By: AJM
Date:06-16-2023

Issued: Review

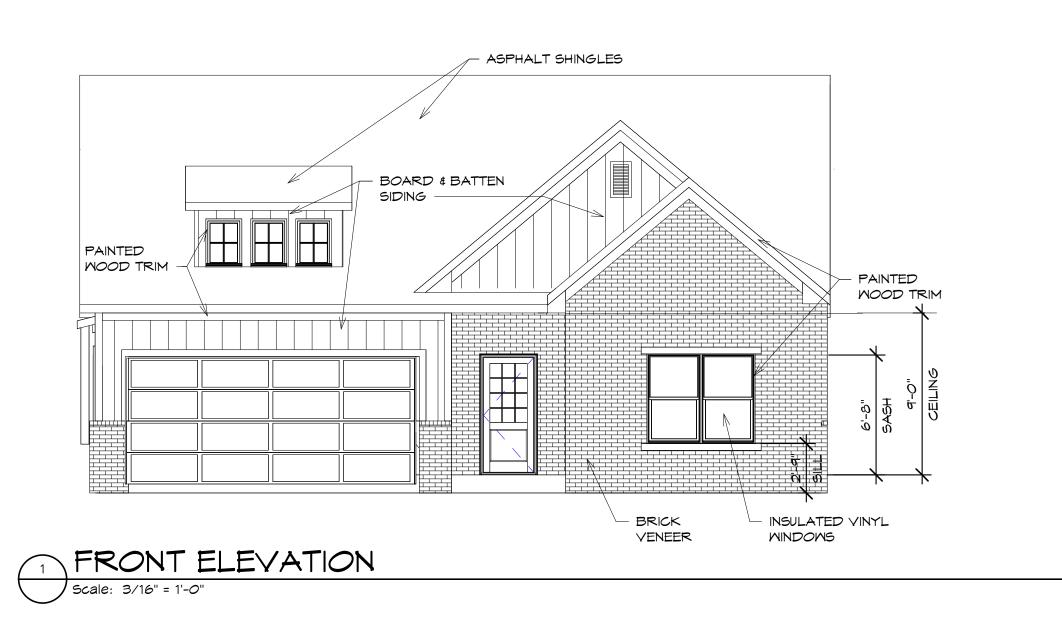
Review 08-04-16
Owner's Review 06-16-23
Owner's Review 11-09-23
Site Plan Approval 05-14-24

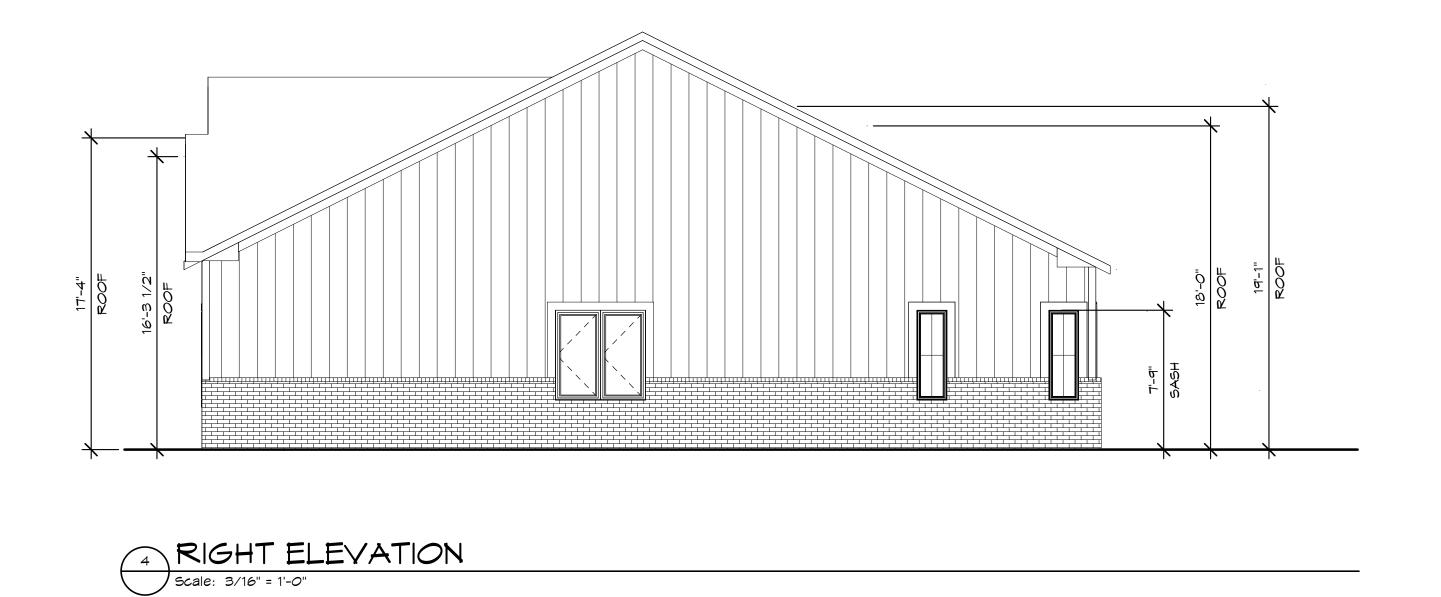
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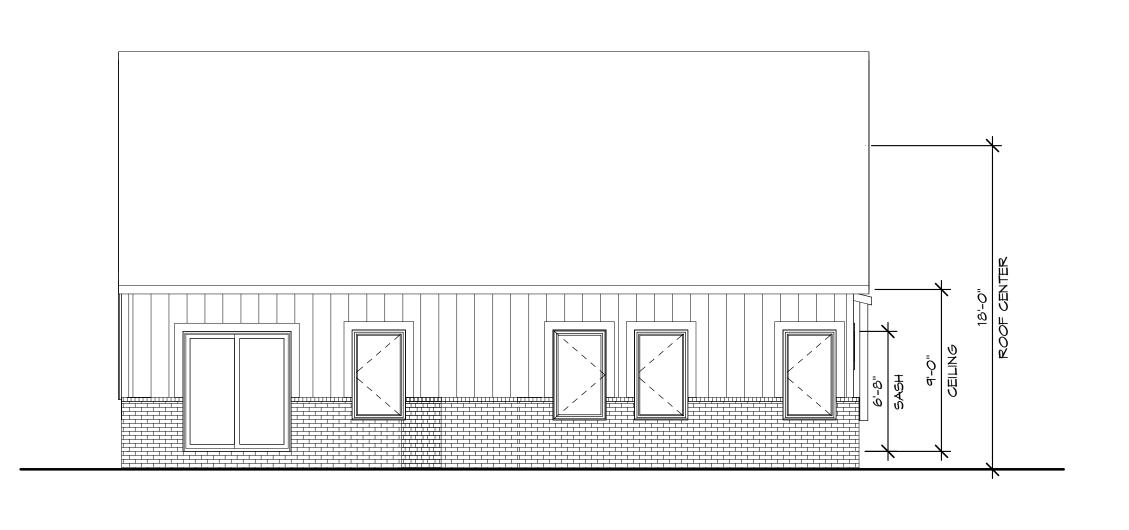




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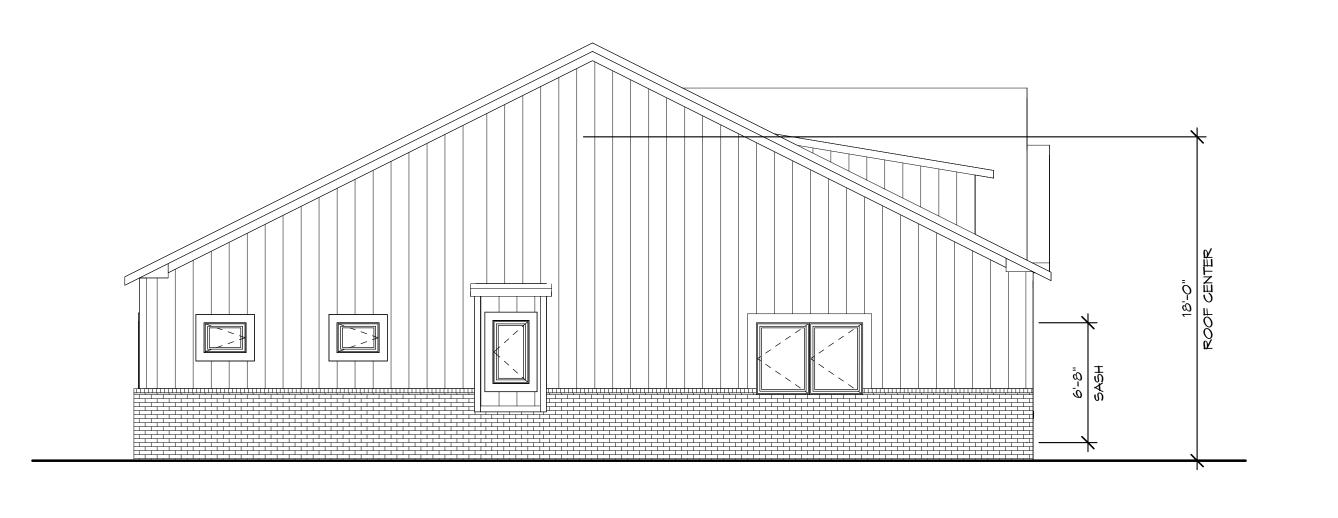






2 REAR ELEVATION

Scale: 3/16" = 1'-0"



3 LEFT ELEVATION

Scale: 3/16" = 1'-0"



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Project Title:

VILLAGE OF HASTINGS

Troy, MI

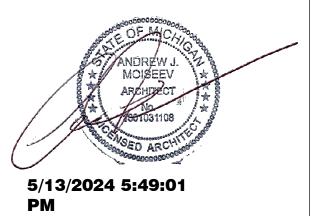
Sheet Title:
ELEVATIONS OPTION B

Project Number: 22312
Drawn By: AJM, JS
Checked By: AJM
Approved By: AJM
Date: 06-16-2023

Issued:
Review 08-04-16
Owner's Review 06-16-23
Owner's Review 11-09-23
Site Plan Approval 04-29-24

Sheet Number:















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Development Ranch Unit

Project Title:

VILLAGE OF HASTINGS

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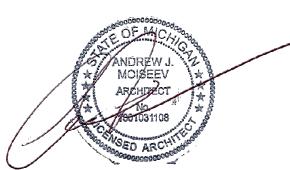
Sheet Title: 3D VIEWS -OPTION A

Project Number: 22312
Drawn By: JS
Checked By: AJM
Approved By: AJM
Date:06-16-2023

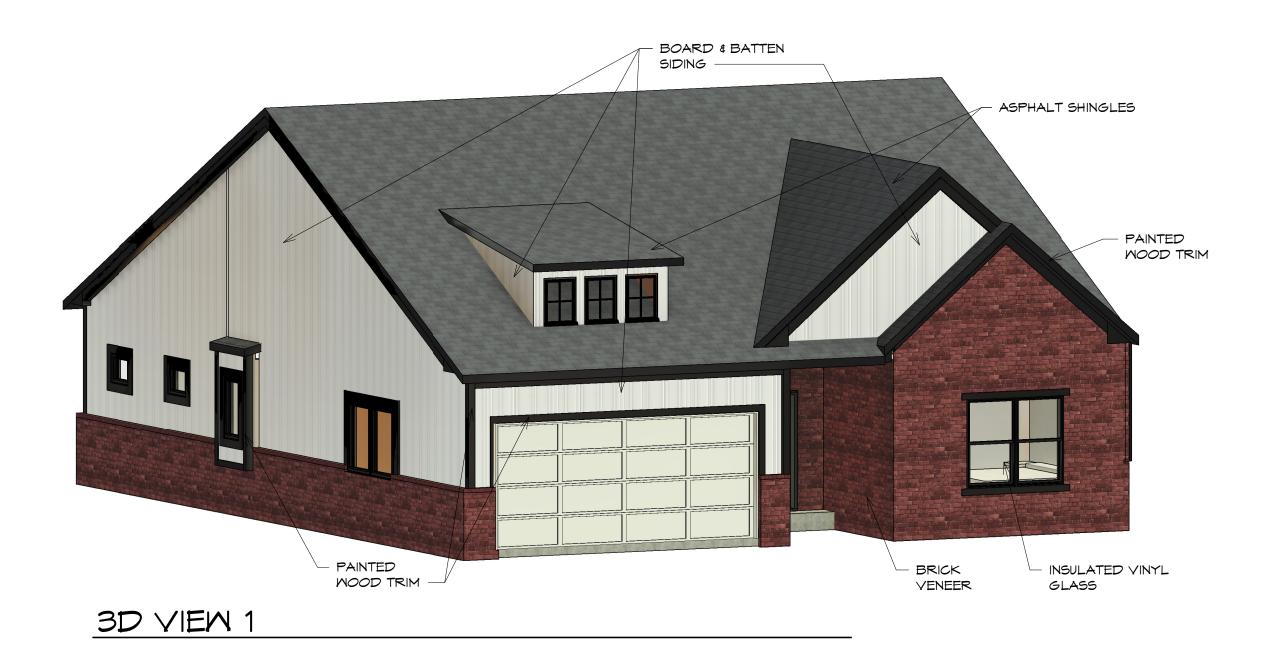
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3D VIEW 3

3D VIEW 4



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GFA Development -Ranch Unit

Project Title:

VILLAGE OF **HASTINGS**

Troy, MI

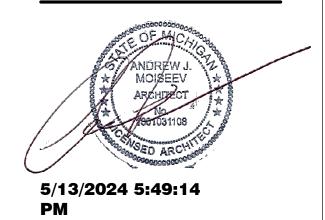
Sheet Title: 3D VIEWS -OPTION B

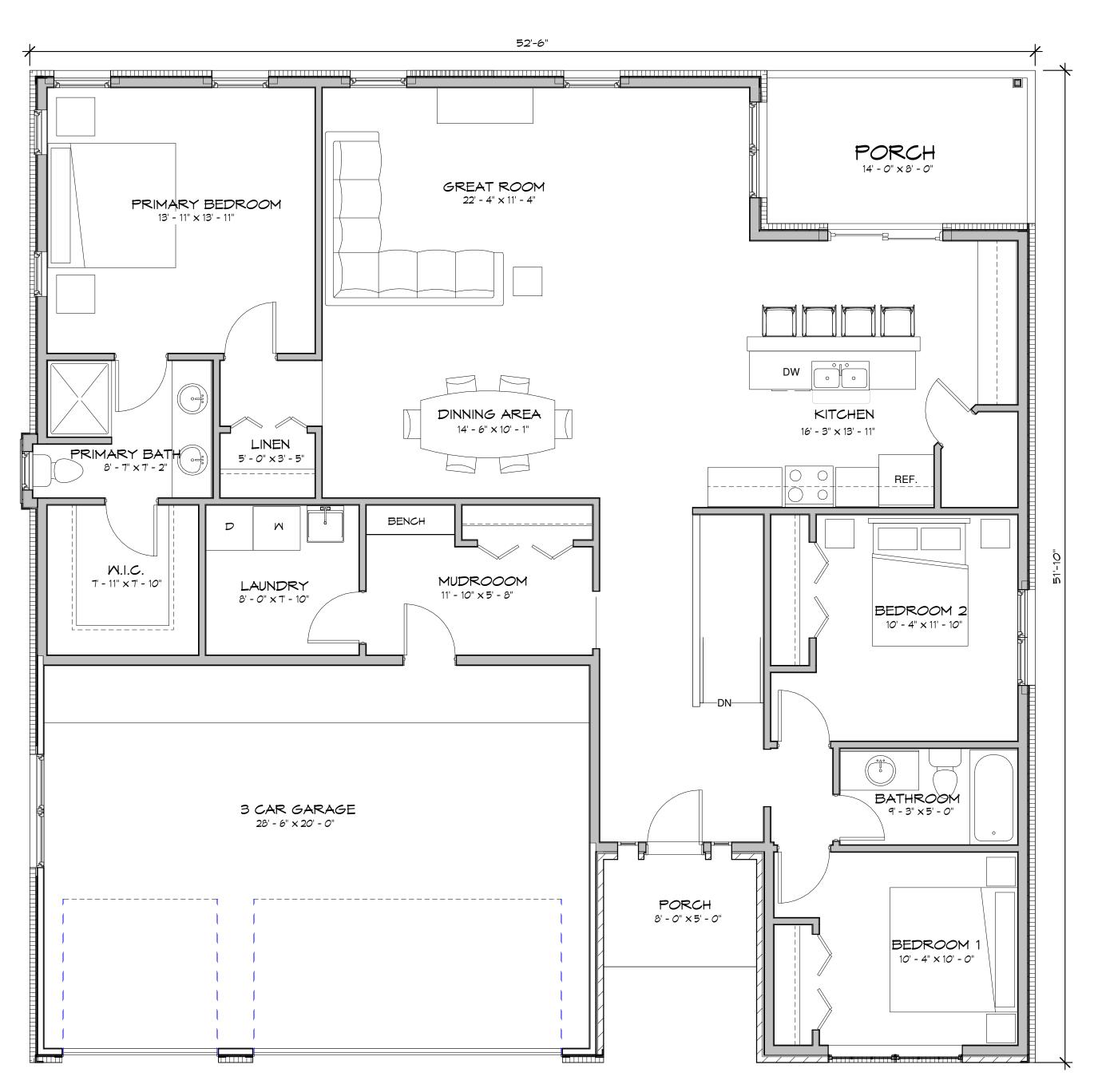
Project Number: 22312
Drawn By: JS
Checked By: AJM
Approved By: AJM
Date: 06-16-2023

Issued: Owner's Review

06-16-23 Owner's Review 11-09-23 Site Plan Approval 04-29-24







FIRST FLOOR PLAN

Scale: 1/4" = 1'-0"



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Client:

GFA Development - 3 Car Ranch Unit

Project Title:

VILLAGE OF **HASTINGS**

Troy, MI

Sheet Title: FIRST FLOOR UNIT PLAN

Project Number: 22312
Drawn By: AJM, JS
Checked By: AJM
Approved By: AJM
Date:06-16-2023

06-16-23

11-09-2023

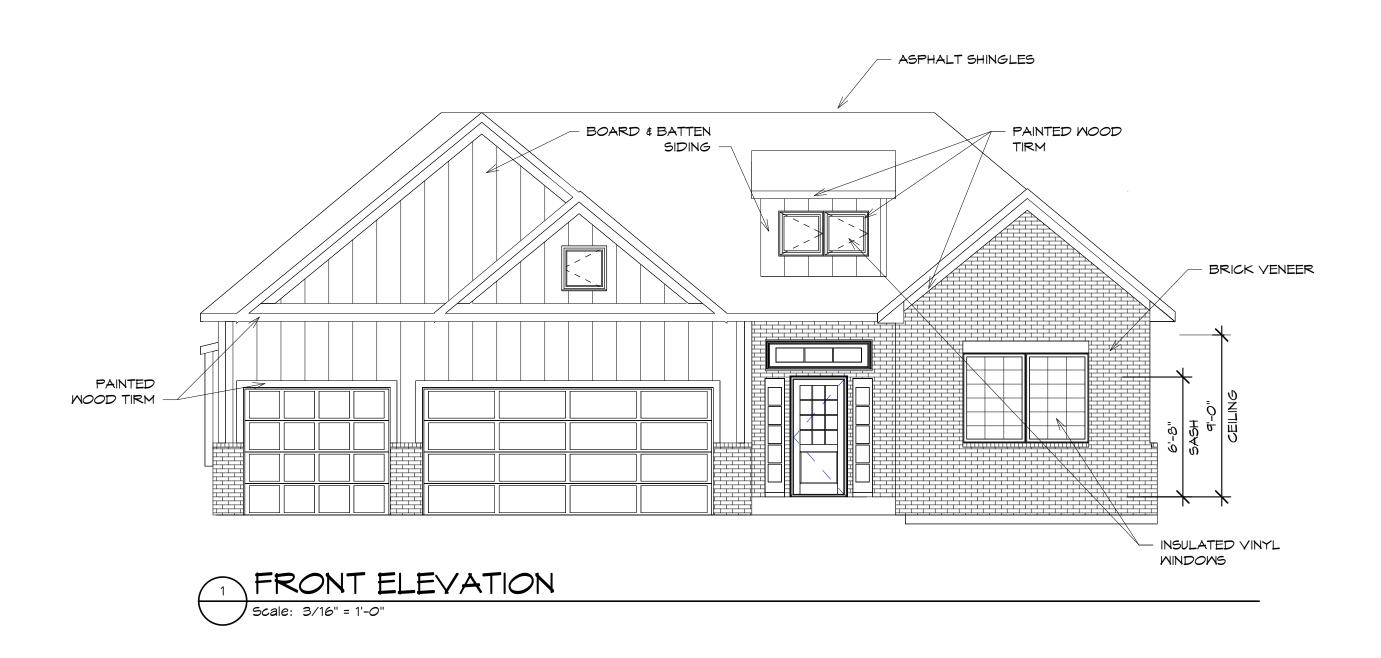
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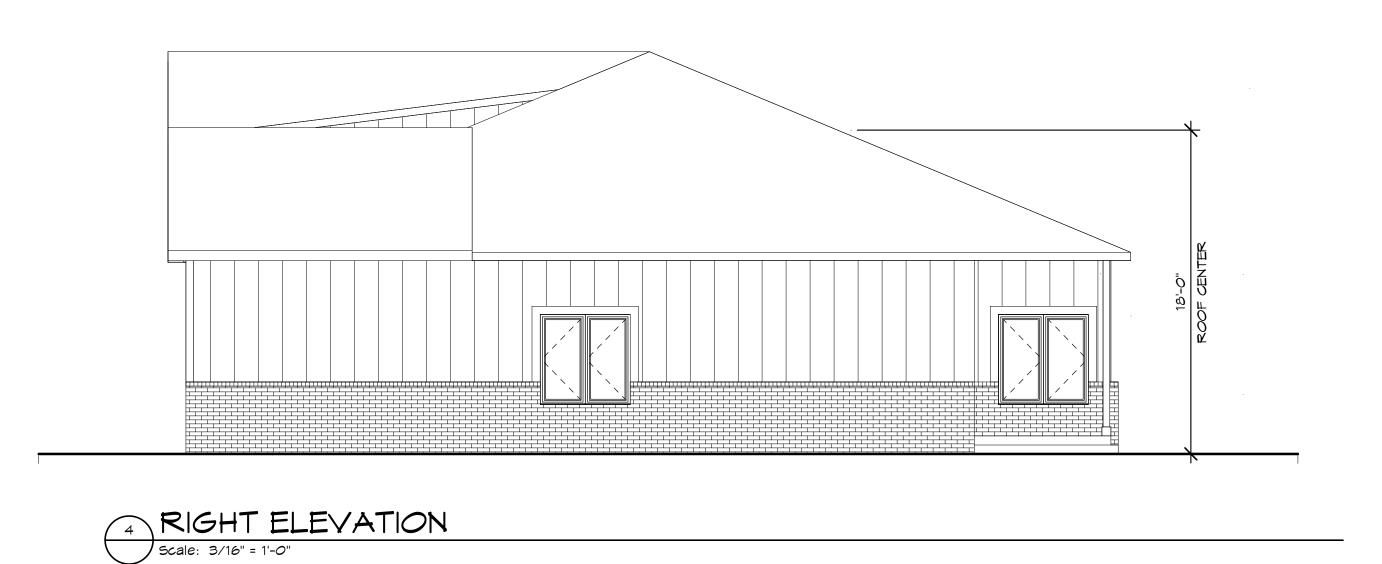
Owner's Review Owner's Review Site Plan Approval 05-14-24

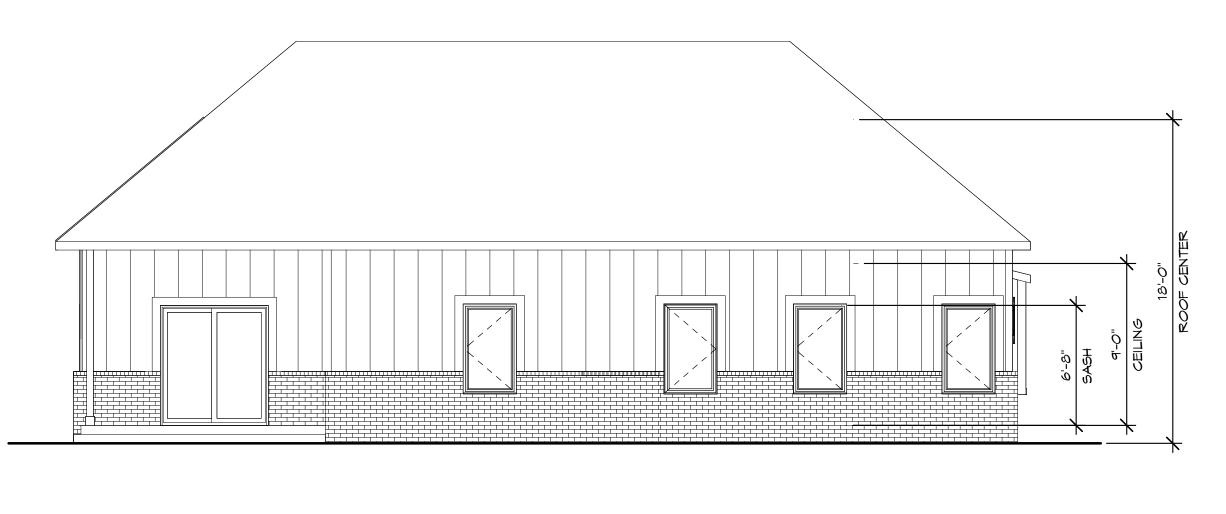
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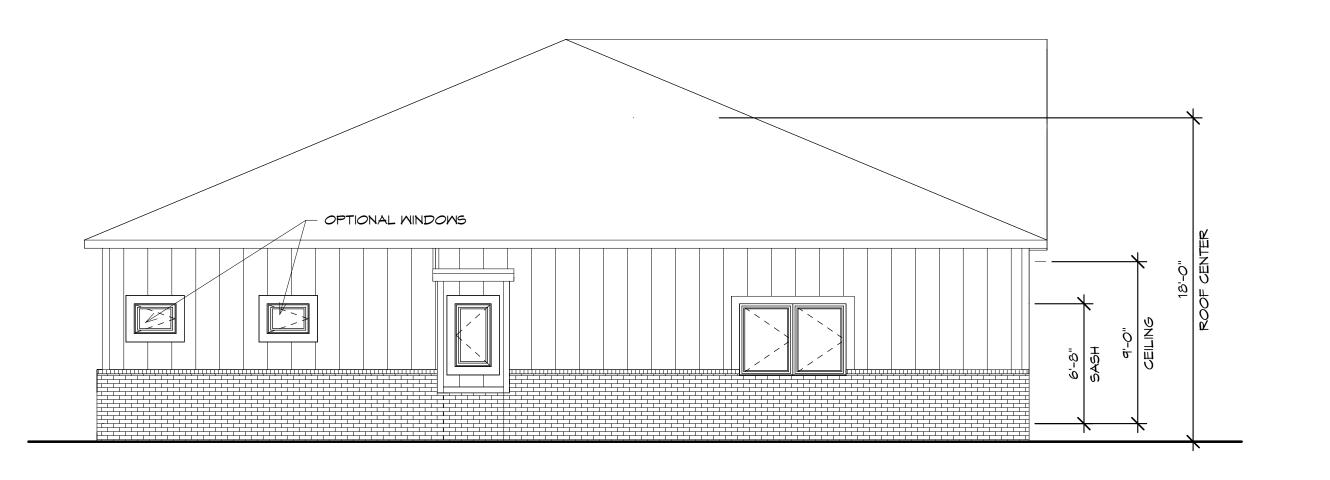


5/14/2024 8:59:30 AM









2 REAR ELEVATION

Scale: 3/16" = 1'-0"

Scale: 3/16" = 1'-0"



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Client:

GFA

Development - 3 Car Ranch Unit

Project Title:

VILLAGE OF **HASTINGS**

Troy, MI

Sheet Title: ELEVATIONS

Project Number: 22312
Drawn By: AJM, JS
Checked By: AJM
Approved By: AJM
Date:06-16-2023

Issued:

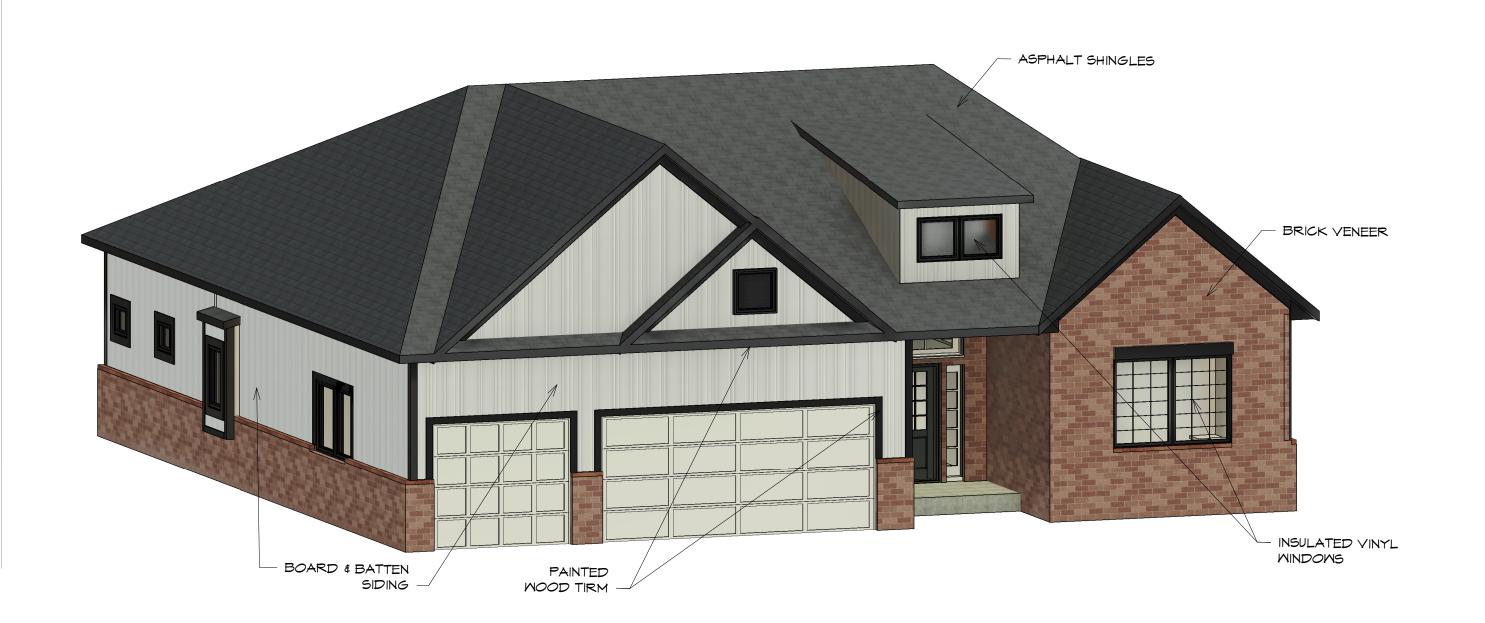
Review 08-04-16 06-16-23 Owner's Review Owner's Review Site Plan Approval 05-14-24

11-09-2023





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RANCH UNIT -3 CAR GARAGE



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Client:

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Development - 3
Car Ranch Unit

Project Title:

VILLAGE OF HASTINGS

Troy, MI

Sheet Title: 3D VIEWS

Project Number: 22312
Drawn By: J\$
Checked By: AJM
Approved By: AJM
Date:06-16-2023

Issued:

Owner's Review 06-16-23
Owner's Review 11-09-2023
Site Plan Approval 05-14-24

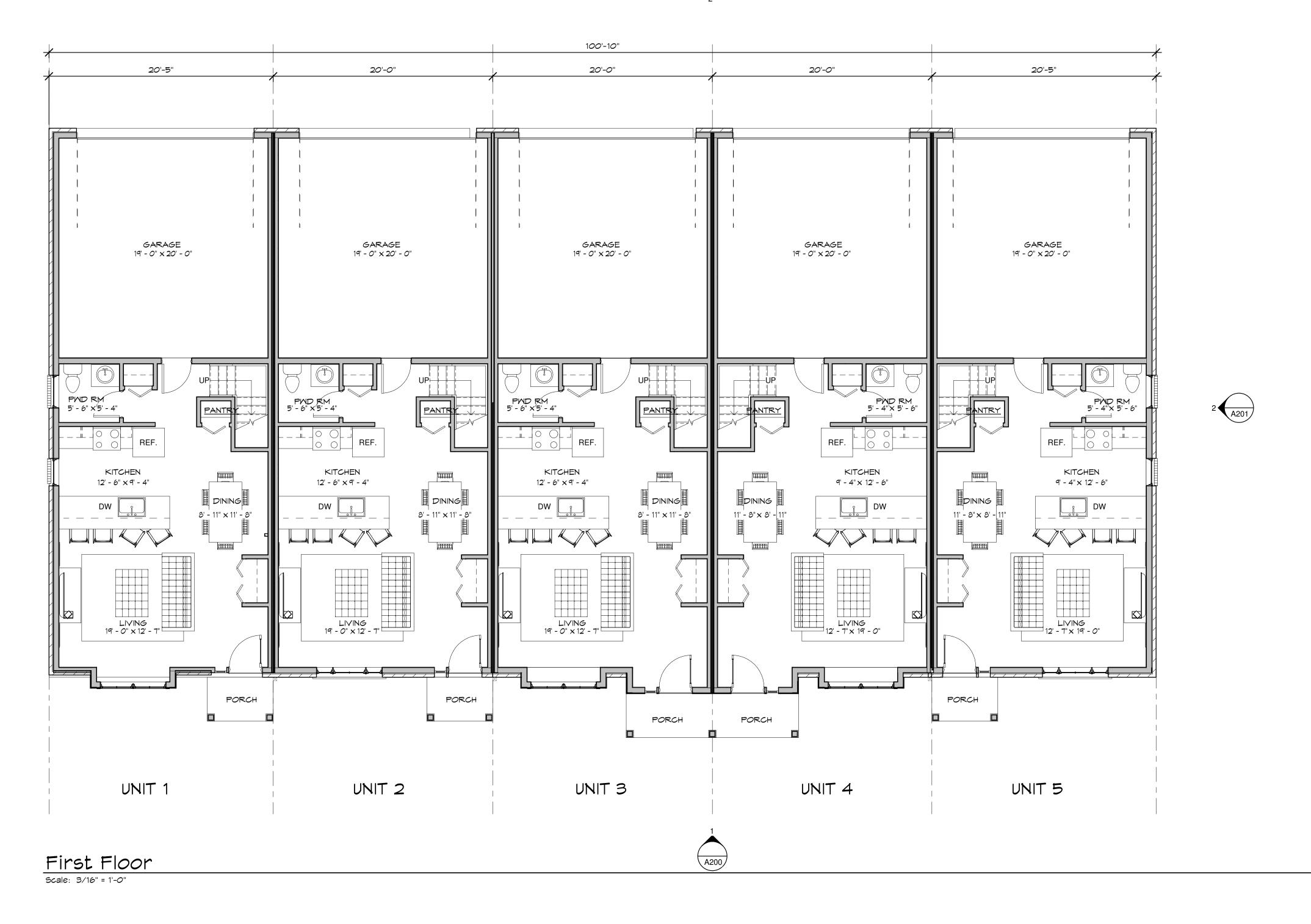
Chart Newsbar





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A201



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Client:

5 UNIT TOWNHOUSE

Project Title:

The Village of Hastings

Troy, MI

Sheet Title: FIRST FLOOR UNIT PLANS

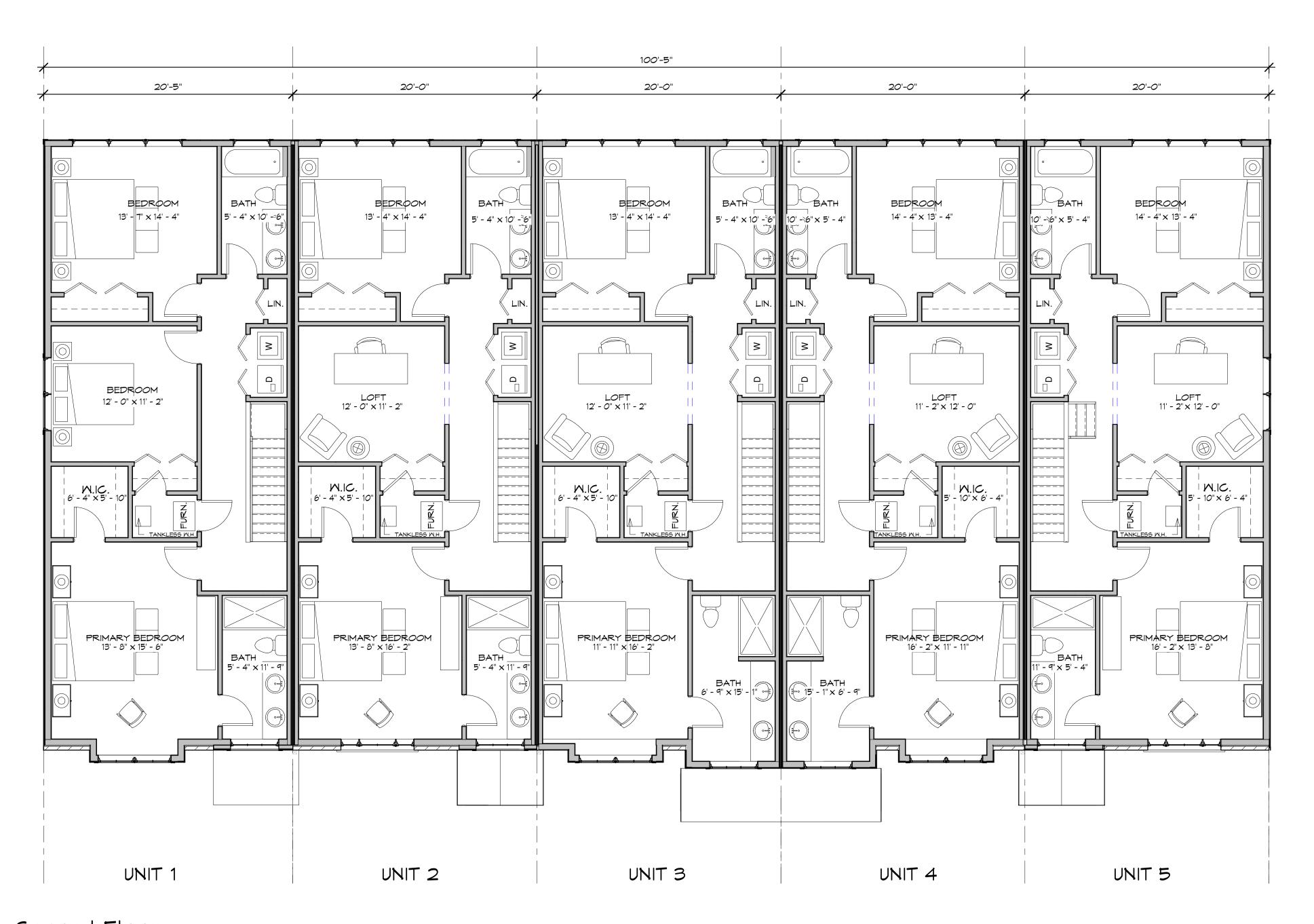
Project Number: 22312
Drawn By: AJM, JS
Checked By: AJM
Approved By: AJM
Date: 11-03-23

Issued:

Owner's Review 06-29-23
Site Plan Approval 4-30-24



4/29/2024 2:15:29 PM



Second Floor

Scale: 3/16" = 1'-0"



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Client:

5 UNIT TOWNHOUSE

Project Title: The Village of Hastings

Troy, MI

Sheet Title: STANDARD SECOND FLOOR UNIT PLANS

Project Number: 22312
Drawn By: AJM, JS
Checked By: AJM
Approved By: AJM
Date: 11-03-23

06-29-23

Issued:

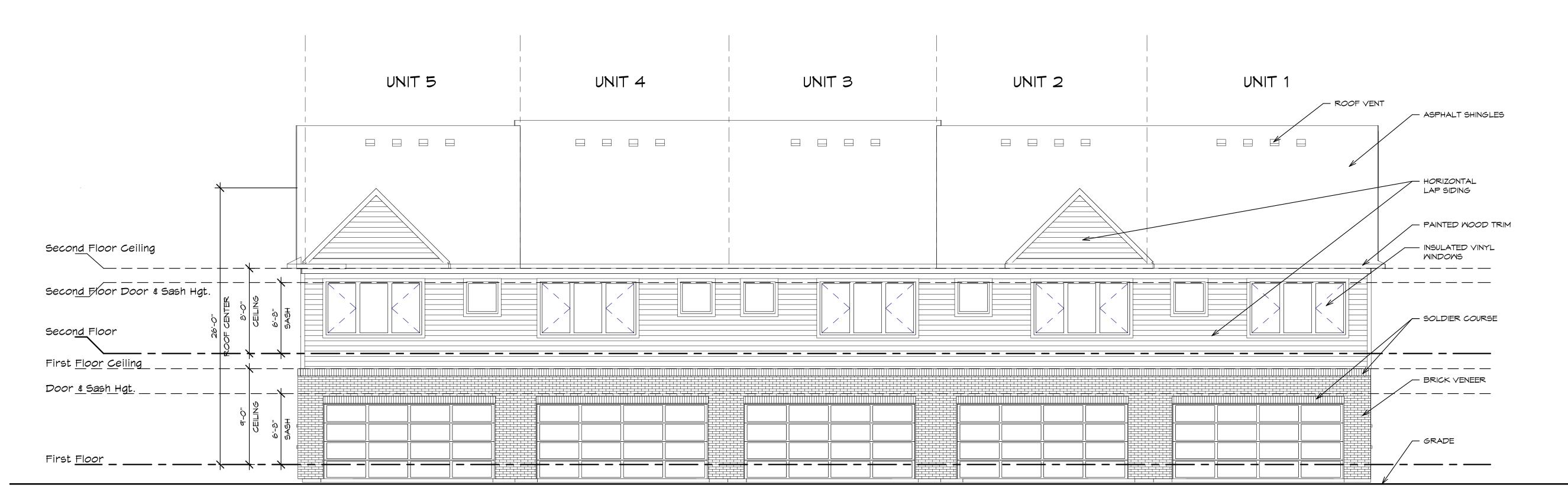
Owner's Review Site Plan Approval 4-30-24











NORTH ELEVATION

A101 Scale: 3/16" = 1'-0"



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Client:

5 UNIT TOWNHOUSE

Project Title:

The Village of Hastings

Troy, MI

Sheet Title: STANDARD NORTH & SOUTH ELEVATION

Project Number: 22312
Drawn By: AJM, JH
Checked By: AJM
Approved By: AJM
Date:11-03-23

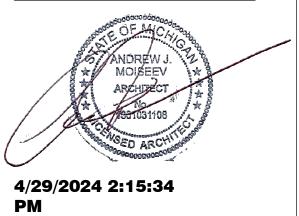
08-04-16

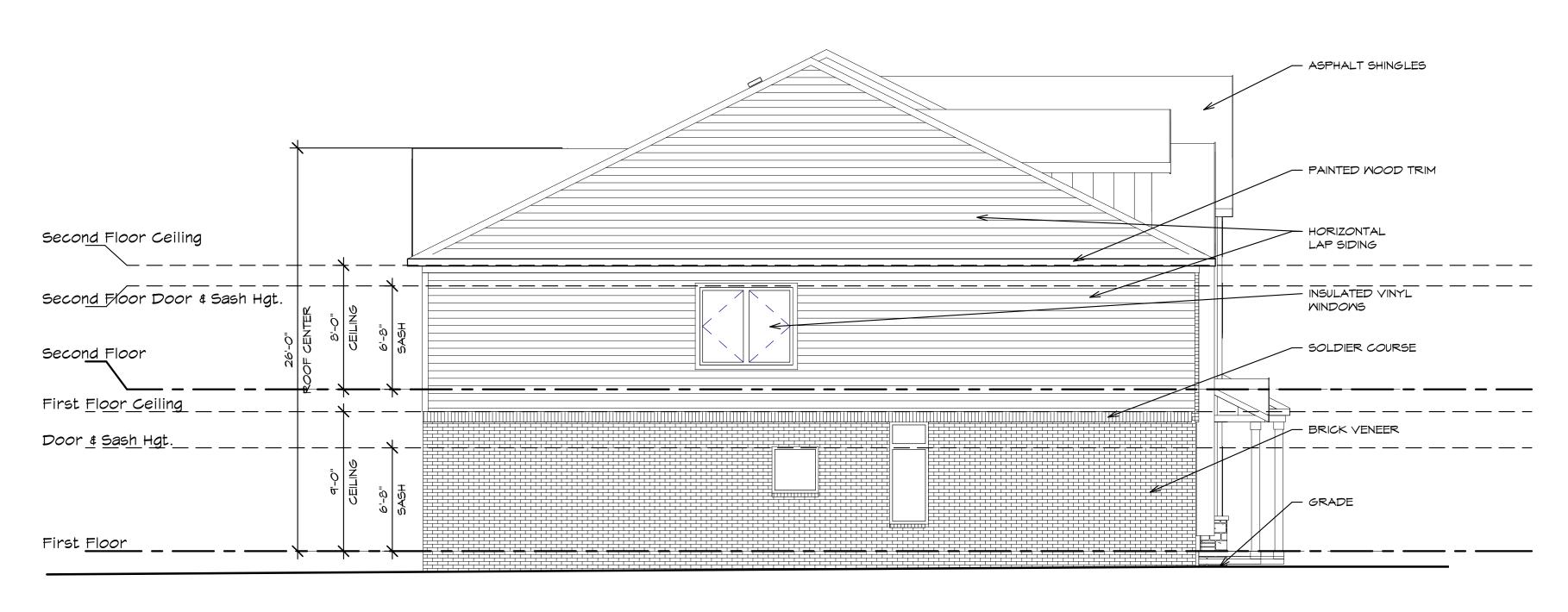
06-29-23

Issued: Review

Owner's Review Site Plan Approval 4-30-24







NEST ELEVATION

A101 Scale: 3/16" = 1'-0"







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Client:

5 UNIT TOWNHOUSE

Project Title:
The Village of
Hastings

Troy, MI

Sheet Title: STANDARD EAST & MEST ELEVATION

Project Number: 22312
Drawn By: AJM,JS
Checked By: JS
Approved By: JS
Date: 11-03-23

06-29-23

Issued:

Owner's Review Site Plan Approval 4-30-24

Sheet Number:



4/29/2024 2:15:37 PM







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Client:

5 UNIT TOWNHOUSE

Project Title:

The Village of Hastings

Troy, MI

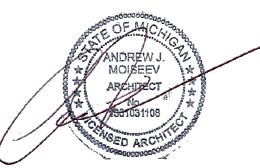
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Project Number: 22312
Drawn By: Author
Checked By: Checker
Approved By: Approver
Date: 11-03-23

Issued:Site Plan Approval 4-30-24

Sheet Number:





4/29/2024 2:15:41 PM



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Client:

GFA Development -Ranch Duplex

Project Title:

VILLAGE OF HASTINGS

Troy, MI

Sheet Title:

FIRST FLOOR UNIT PLAN

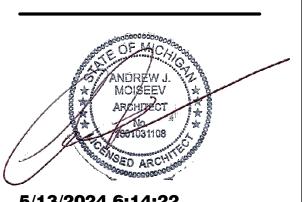
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Drawn By: AJM, JS
Checked By: AJM
Approved By: AJM
Date: 06-16-2023

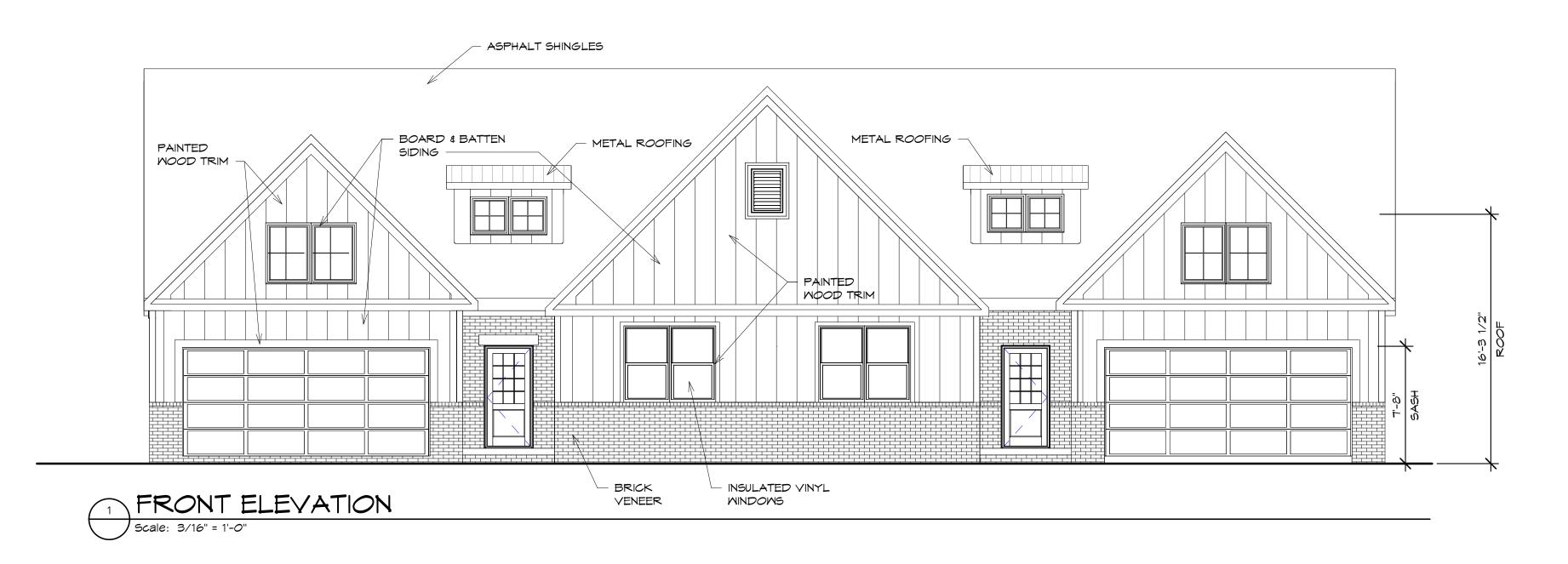
Issued: Owner's Rev

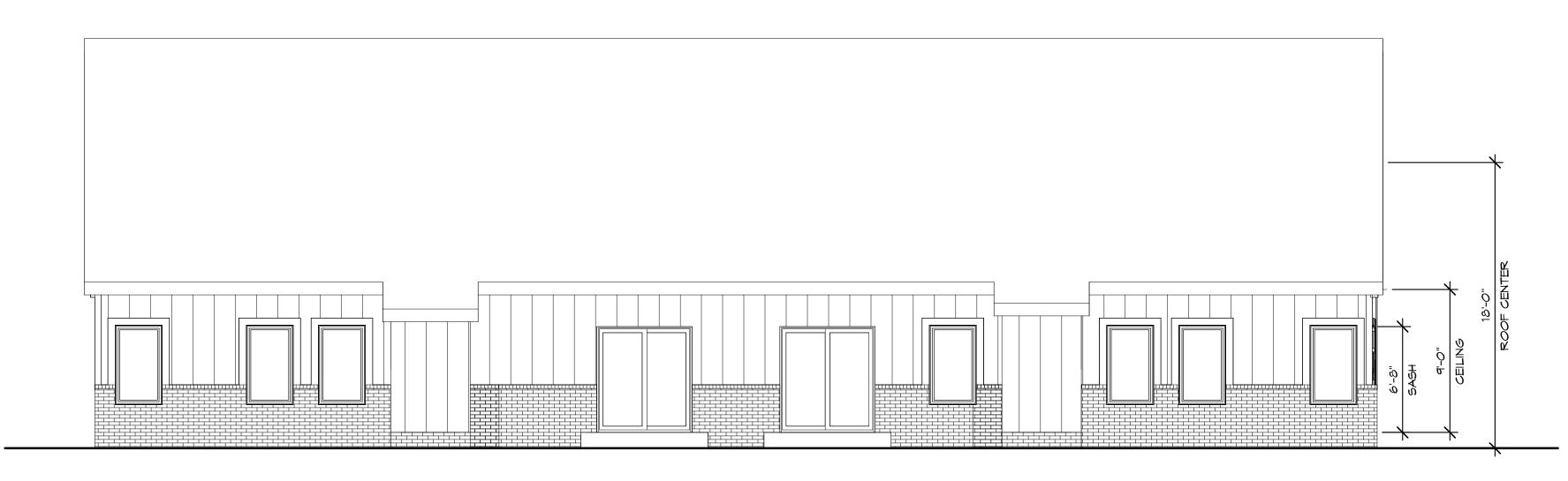
Owner's Review 06-16-23
Owner's Review 11-09-2023

Sheet Number:

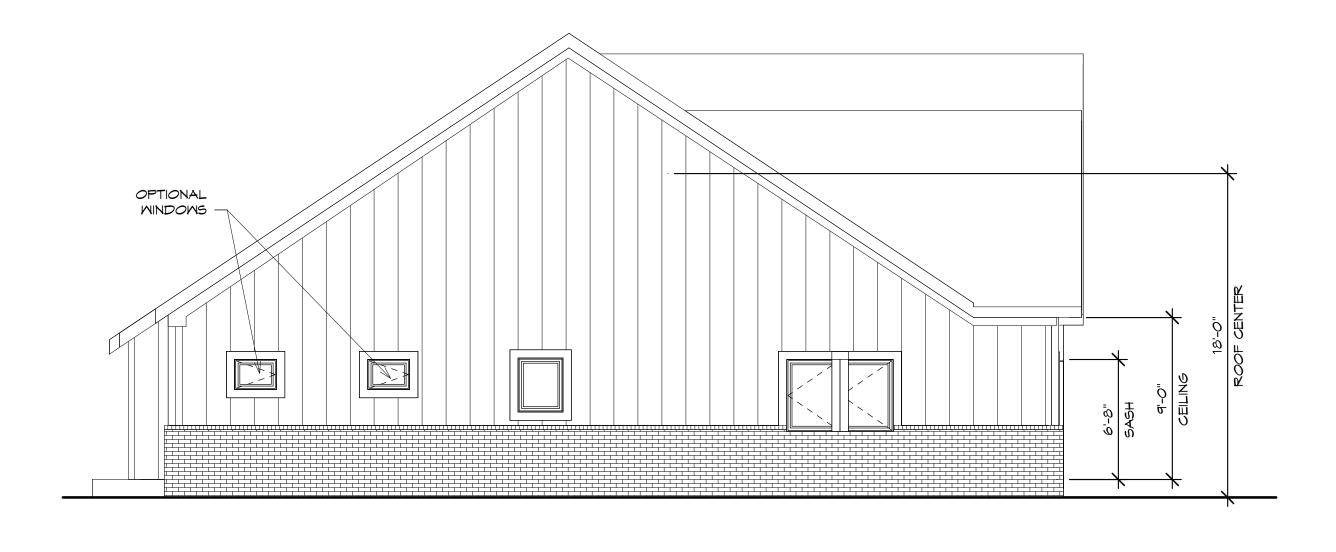
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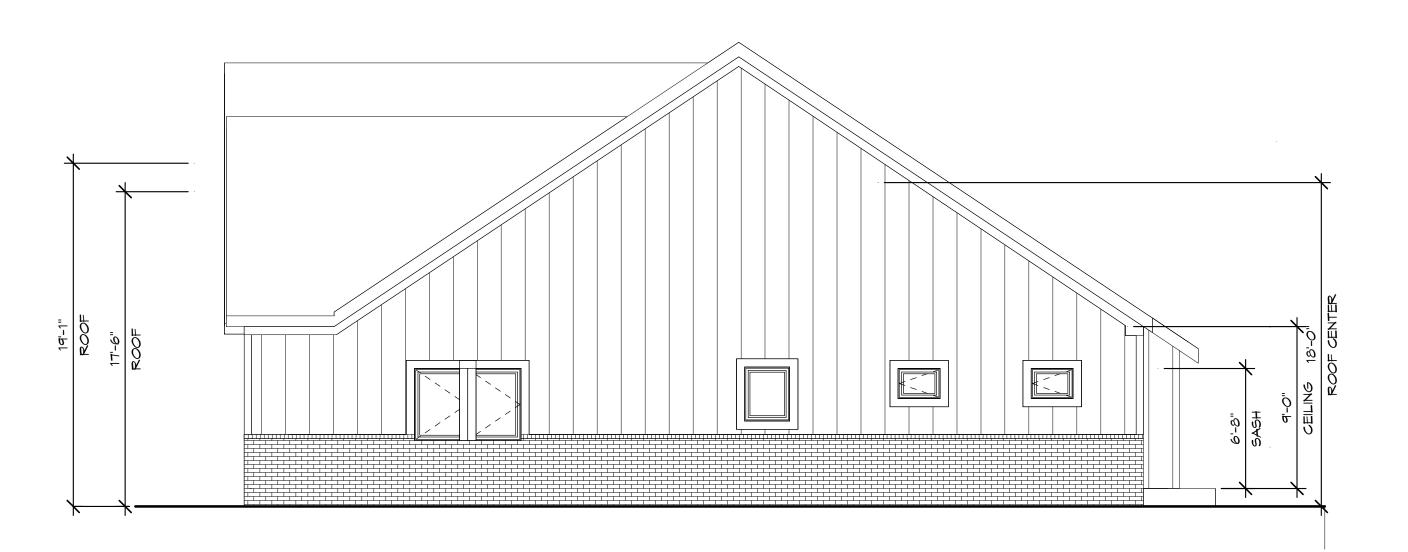












3 LEFT ELEVATION

Scale: 3/16" = 1'-0"

4 RIGHT ELEVATION

Scale: 3/16" = 1'-0"



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Client:

GFA Development -Ranch Duplex

Project Title:

VILLAGE OF **HASTINGS**

Troy, MI

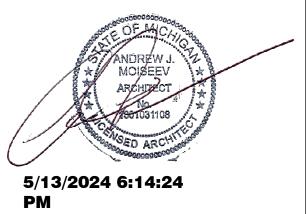
Sheet Title: ELEVATIONS

Project Number: 22312
Drawn By: AJM, JS
Checked By: AJM
Approved By: AJM
Date: 06-16-2023

Issued: Review

08-04-16 06-16-23 Owner's Review Owner's Review 11-09-2023 04-29-2024 SPA Approval











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Client:

GFA Development -Ranch Duplex

Project Title:

VILLAGE OF HASTINGS

Troy, MI

Sheet Title: 3D YIEMS

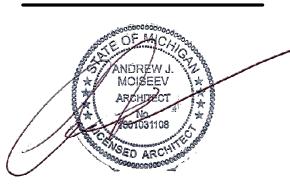
Project Number: 22312
Drawn By: JS
Checked By: AJM
Approved By: AJM
Date: 06-16-2023

Issued: Owner's Review

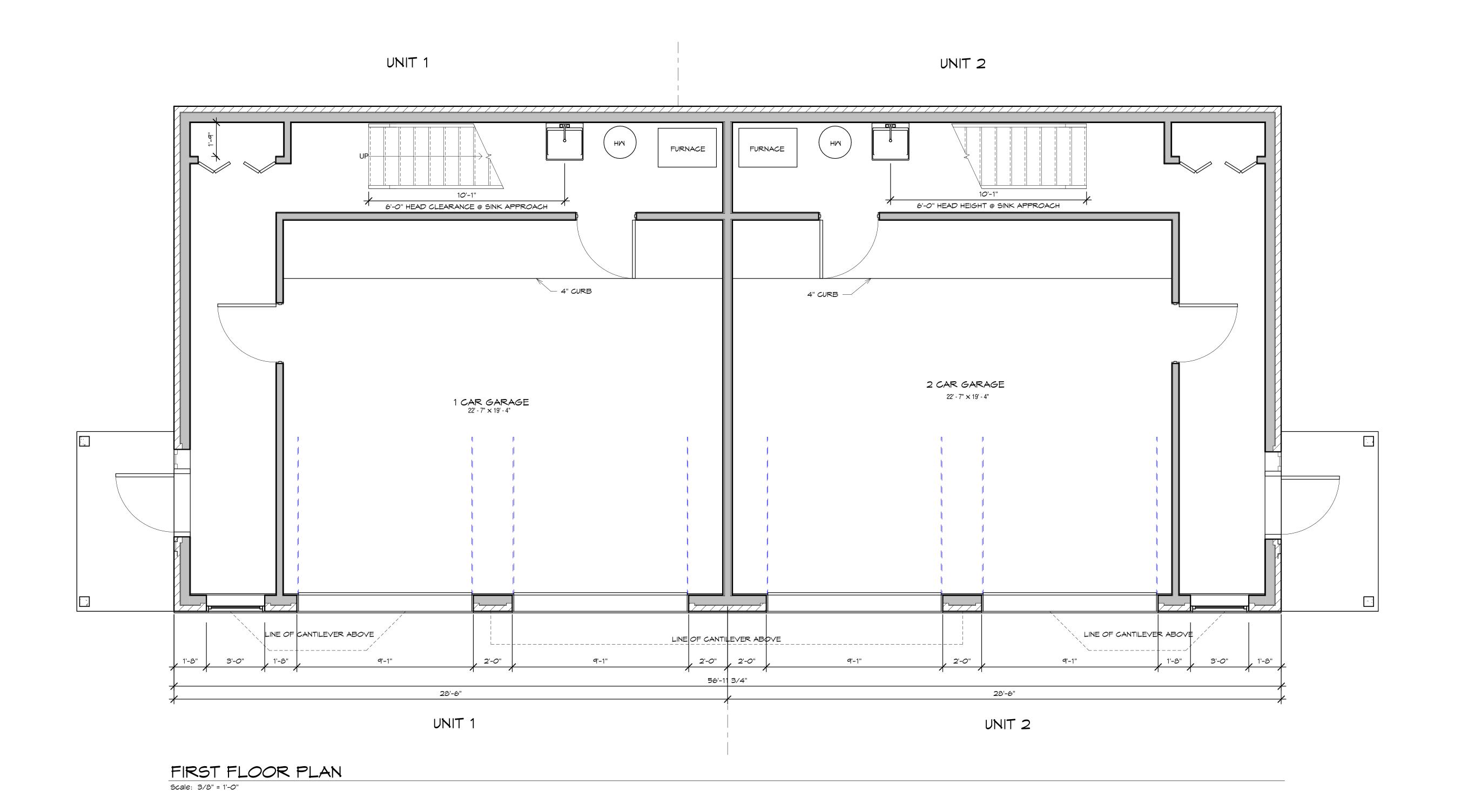
06-16-23 11-09-2023 Owner's Review 04-29-2024 SPA Approval

Sheet Number:





5/13/2024 6:14:34 PM



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Clie

TWO STORY DUPLEX

Project Title:

VILLAGE OF HASTINGS

Troy, MI

Sheet Title:
FIRST FLOOR
PLAN

Project Number: 22312
Drawn By: AJM, JS
Checked By: AJM
Approved By: AJM
Date: 06-16-2023

Issued: Owner's Review

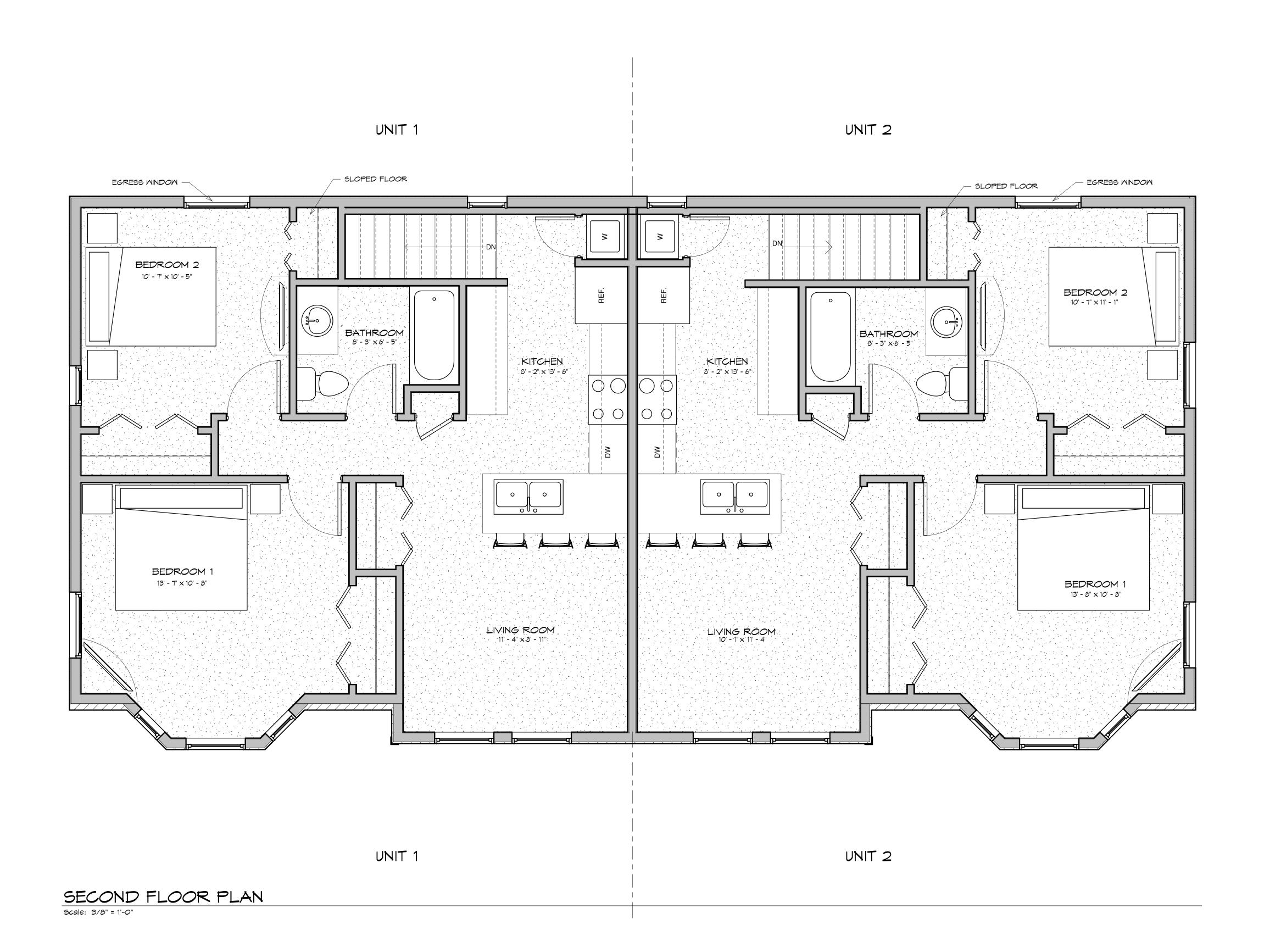
Owner's Review 06-16-23
Owner's Review 11-08-23
Site Plan Approval 4-26-2024

Sheet Number:





4/30/2024 4:41:07 PM





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Client:

TWO STORY DUPLEX

Project Title:

VILLAGE OF HASTINGS

Troy, MI

Sheet Title:

SECOND FLOOR PLAN

Project Number: 22312 Drawn By: AJM, JS Checked By: AJM Approved By: AJM Date:06-16-2023

Issued:

Owner's Review 06-16-23
Owner's Review 11-08-23
Site Plan Approval 4-26-2024

Sheet Number:

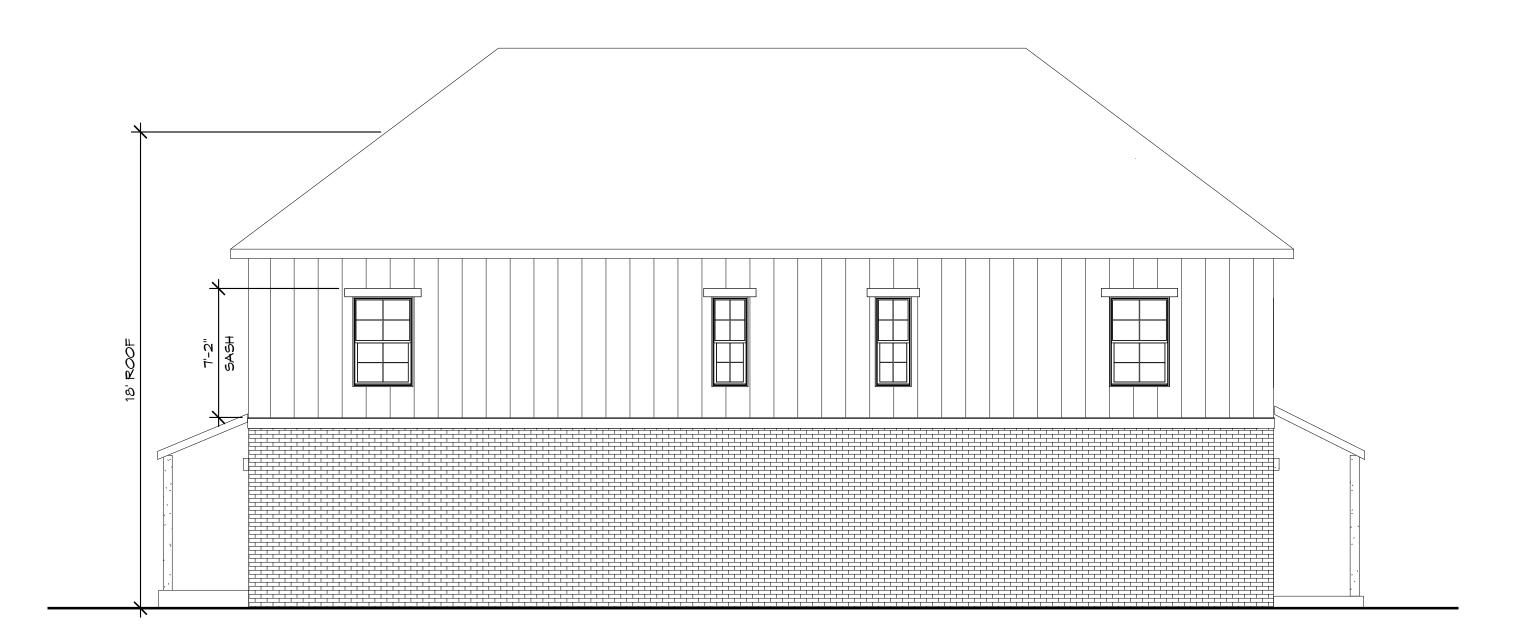
A101



4/29/2024 2:52:37 PM







DUPLEX

HEIGHTS



2 REAR ELEVATION

Scale: 3/16" = 1'-0"

4 LEFT ELEVATION

Scale: 3/16" = 1'-0"



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Client:

TWO STORY DUPLEX

Project Title:

VILLAGE OF HASTINGS

Troy, MI

Sheet Title: ELEVATIONS

Project Number: 22312
Drawn By: AJM, JS
Checked By: AJM
Approved By: AJM
Date:06-16-2023

Issued: Review

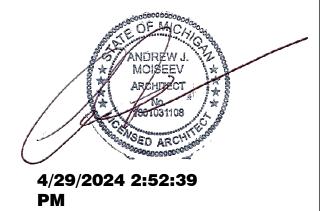
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 08-04-16

 Owner's Review
 06-16-23

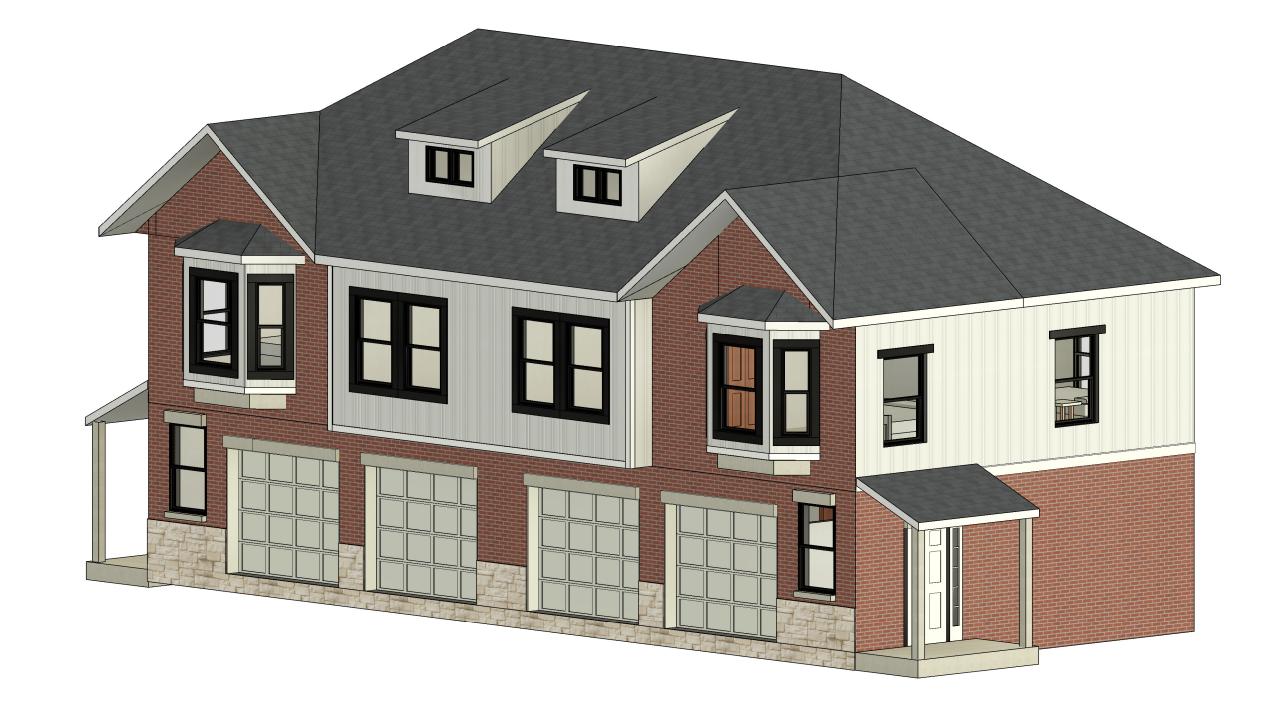
 Owner's Review
 11-08-23

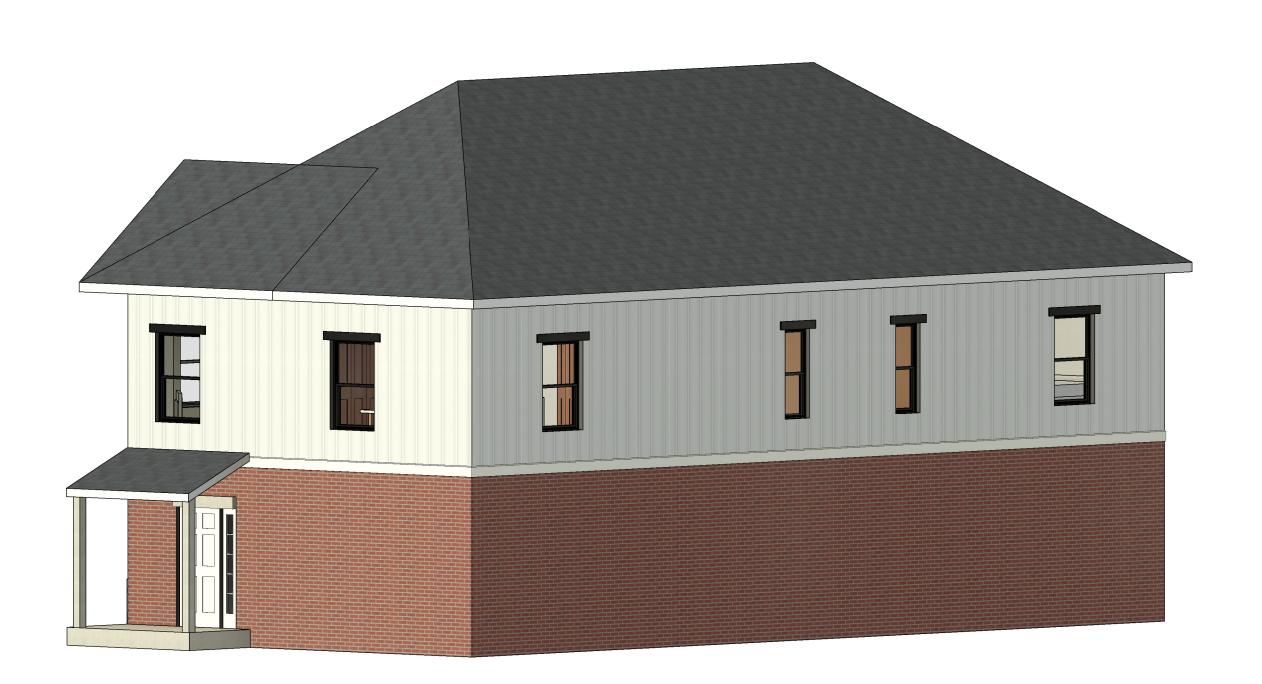
 Site Plan Approval
 4-26-2024

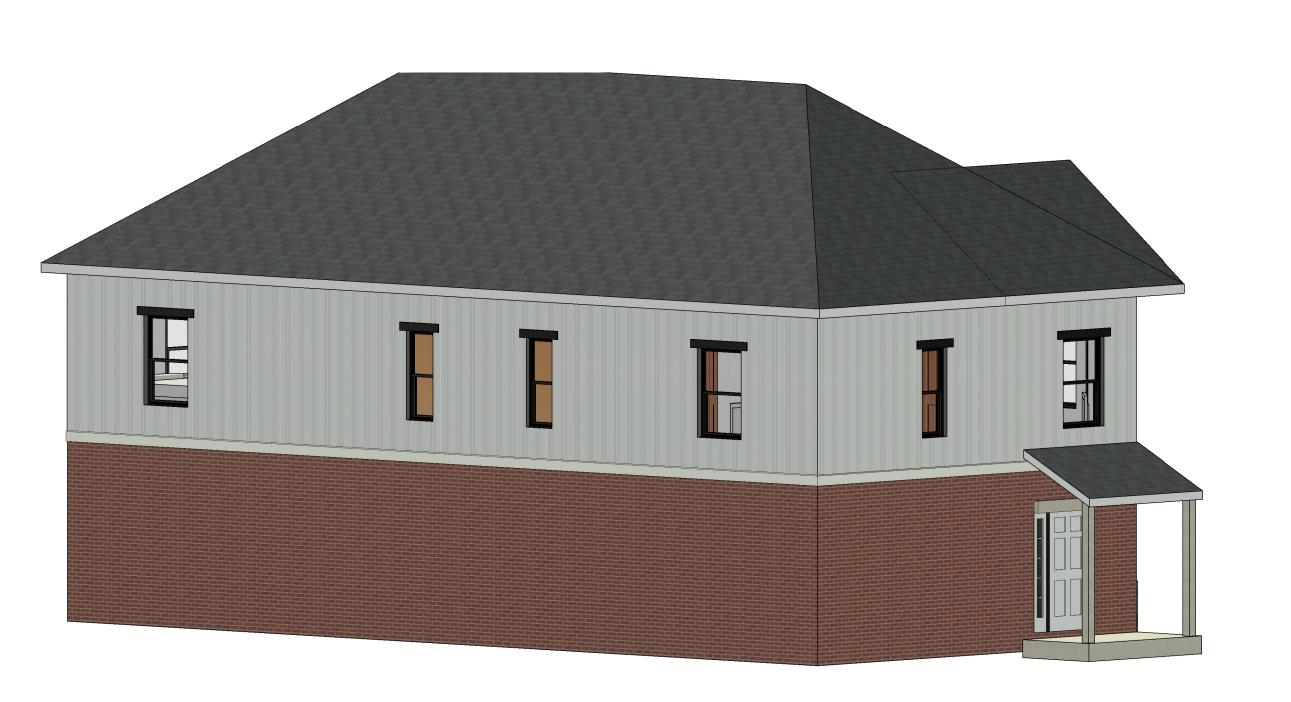
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Client:

TWO STORY DUPLEX

Project Title:

VILLAGE OF HASTINGS

Troy, MI

Sheet Title: 3D VIEWS

Project Number: 22312
Drawn By: JS
Checked By: AJM
Approved By: AJM
Date:06-16-2023

Issued:

Owner's Review 06-16-23
Owner's Review 11-08-23
Site Plan Approval 4-26-2024

Sheet Number:





4/29/2024 2:52:42 PM



Ranch Duplex Units Village of Hasting MGA Project Number 22312

May 14, 2024





3 - Car Ranch Unit Village of Hasting MGA Project Number 22312

May 14, 2024





5 Unit – Townhouse Village of Hasting MGA Project Number 22312

April 30, 2024





Ranch Duplex Units Village of Hasting MGA Project Number 22312

May 14, 2024





2 Story Duplex Unit Village of Hasting MGA Project Number 22312

April 29, 2024



From: Lynn Cronin

To: Planning Cc: Larry Cronin

Subject: Development

Date: Wednesday, October 18, 2023 6:38:02 PM

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.

Dear Planning Commission,

This letter is in regards to the potential development north of Square Lake Road and east of Livernois, Parcel ID88-20-03-301-088. We are OPPOSED to the developer wanting to rezone the R1B to a PUD. We are OPPOSED to any multi-level structures such as the ones near the southwest corner of Square Lake Road, the Tisbury Square Townhouses.

We SUPPORT a development that maintains lot sizes consistent with Troy's Master Plan that was approved by a previous Troy Planning Commission and City Council.

Thank you for your consideration.

Larry and Lynn Cronin 130 Telford Dr. Troy, MI 48085 From: Jeff W
To: Planning

Subject: Rezone Request Parcel Id: 20-03-301-088, -023, -024, -025, & 20-03-351-004

Date: Wednesday, October 25, 2023 12:42:15 PM

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.

Hello Board Members....

I spoke last night at the Planning Commission meeting, 10-24-23....Non Agenda. There is a rezone request for the land near Troy Corners (Square Lake rd and Livernois) coming up on November 28th. I mentioned that, as one of the subdivision representatives, I would like to personally invite any and all Board Members to briefly stop by my house on 159 Telford Dr to view the properties in question. This rezone request is one of the largest for this corner in my 24 years living in Telford Ridge. My thoughts are that each of you could view the location from a different perspective. Instead of seeing the upcoming rezone request on paper, aerial shots or driving by, come and get a feel for the neighborhood and the surroundings. See what's here and get an up close visual on what it would be if the rezone request gets approved. Looking forward to meeting everyone....

Thanks for the consideration, Jeff and Leasa Williams 159 Telford Dr 248 670 2020 kingwilly91@gmail.com From: <u>twig.teams-0v@icloud.com</u>

To: Planning

Subject: "Village of Hastings"

Date: Tuesday, November 28, 2023 10:19:34 AM

[You don't often get email from twig.teams-0v@icloud.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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Dear planning commission,

I am opposed to the village of Hastings project near Square Lake and Livernois. We should not be allowing developers to demolish 100+ year old historic structures just like the houses proposed demolished for this project. Historically, these four corners have been a population center; its own community called Troy Corners. I know that's long gone, but these old homes were a part of the original Troy Corners. Although, Troy has a bad reputation for demolishing historic homes and buildings for projects like this one. The community of Big Beaver was wiped off the face of the earth by bad suburban planning policies of previous Troy planning commissions. But all of you on the planning commission have a chance to help save historic houses, and make progress towards a better reputation for the city of Troy. It is my understanding that the developers plan calls for preserving two of four historic homes. That's not good enough. They have plenty of land behind the houses already, why are they being so greedy? The planning commission should not allow this project in its current state. I'd support it without the demolition of two (or more) historically significant homes.

I'd like to add that despite sharing concerns with members of an HOA, I think HOAs are bad and I encourage the dissolution of each and every one.

I cannot make the meeting but want my voice heard. Thank you for your consideration.

Sent from my iPhone

From: Lynn Cronin
To: Planning
Cc: Larry Cronin
Subject: Development

Date: Wednesday, October 18, 2023 6:38:02 PM

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.

Dear Planning Commission,

This letter is in regards to the potential development north of Square Lake Road and east of Livernois, Parcel ID88-20-03-301-088. We are OPPOSED to the developer wanting to rezone the R1B to a PUD. We are OPPOSED to any multi-level structures such as the ones near the southwest corner of Square Lake Road, the Tisbury Square Townhouses.

We SUPPORT a development that maintains lot sizes consistent with Troy's Master Plan that was approved by a previous Troy Planning Commission and City Council.

Thank you for your consideration.

Larry and Lynn Cronin 130 Telford Dr. Troy, MI 48085 From: Bob Bruner
To: Planning

Cc: <u>Mark F Miller</u>; <u>Megan E Schubert</u>

Subject: FW: Village of Hastings

Date: Monday, October 30, 2023 9:41:58 AM

FYI

----Original Message----

From: Nannette Gearhart <nannettegearhart@gmail.com>

Sent: Sunday, October 29, 2023 7:43 PM

To: City Council Email < CityCouncilEmail@troymi.gov>

Subject: Village of Hastings

[Some people who received this message don't often get email from nannettegearhart@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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.

Hello I am emailing you tonight to make sure you are aware of the Village of Hastings development at Square Lake Road and Livernois. This project will require rezoning and demolition of at least 2 100 year old homes on Livernois. I live on the corner of Livernois and Aspinwall and myself and most of the neighbors are very upset with this project and feel that this area is the last unique area of Troy that has several 100 year old houses that the owners have spent many years and lots of money preserving these homes!!! This project does not belong in this area which includes 42 condominiums and 3 ranch houses. I plan on attending the Planning Commission Public Hearing on November 28th and hope that we have support in not moving forward with this proposal. Thank you Nannette Gearhart 6197 Livernois for the past 27 years

Sent from my iPhone

From: marv schoenherr

To: Planning

Subject: Proposed Village of Hastings Planned Unit Development PUD-020

Date: Friday, October 13, 2023 9:48:38 AM

Planning Commission,

The Telford Ridge HOA met with this developer on May 15,2023 to discuss his proposed site plan for this development. After much discussion, he agreed to not make Telford Dr. a through street to Sq. Lake Rd., keep all buildings at two (2) stories, eliminate the pickle ball courts and put single family homes on the far east end of the proposed development. He further agreed to submit the revised plan to the Telford Ridge HOA prior to the planning meeting scheduled on October 24, 2023, which he has not done. So, his credibility is immediately in question.

We totally understand progress, as we live in what used to be a 'pasture', but we also live in this city because it has 'sanctuary' neighborhoods such as Telford Ridge. However, Troy is turning into a multi-family building community. Greenspace and yards for families to enjoy are getting lost in three and four storied buildings with covered parking spaces and concrete lots while traffic is increasing at an alarming rate.

We can agree to a rezoning IF this developer does exactly what he told us he would do, and we would have to see the site plan as submitted to the city for approval. However, if he does not, we are totally against this rezoning. He can build single family dwellings in accordance with the current zoning requirements.

This type of construction/zoning is not in the spirit of why we moved to Troy. The city, in our opinion, has not placed the residents' interest over tax collection.

We ask that you seriously consider this application, as well as those in the future, to keeping Troy a beautiful community and not a cluttered community.

In conclusion, we are against this rezoning without the consensus of the Telford Ridge HOA to the proposed site plan as discussed with this developer on May 15, 2023.

Respectfully,

Marv & Cindy Schoenherr 115 Telford Dr. Troy, MI 48085

Ann Coleman 6091 Livernois Road Troy, MI 48098

City of Troy Planning Commission 500 W Big Beaver Road Troy, MI 48084

April 14, 2024

Dear Planning Commission,

I am writing to follow up on the topic of rezoning R1B to PUD that was discussed Tuesday April 9. 2024.

It was not my, nor do I believe anyone's intent, to create surprise among the commission. I and my neighbors have put many, many hours of learning, exploring, and thought into the proposal to rezone the R1B at Square Lake and Livernois roads to PUD.

An either-or choice was presented to the Telford HOA by the developer. The developer has not reached out to talk to me, or anyone on the west side of Livernois Road that I know of. In addition, I have repeatedly heard at commission meetings that the developer has the right to build the 14 units on Square Lake because of past decisions, he is within his rights, unless the PUD development can go in. So, I truly believe that we have an either-or choice. I respect the developer's rights.

In thinking about the loss of old/historic homes to build new single-family homes with adjacent unit development on Square Lake, vs keeping the homes and seeing unit development behind them, I would rather see the new homes in R1B. For 3 reasons:

- 1) The developer has not maintained the old/historic homes from the curb view. The landscape has overgrown, a chopped wood fence has fallen apart (although on Sunday the 14th I saw a man repairing it after years), and mold/mildew covers the siding. This tells me that he truly does not care about these homes as assets to the neighborhood. I do not trust his words that say he will repair them. I trust his previous actions. And there is no guarantee that a new owner would maintain them as historic. It would be a niche sale.
- 2) The intent of this area has not changed, and I agree with the intent of the master plan for this area. "The Master Plan recognizes that single-family residential neighborhoods are vital components of the City.... The R-1A through R-1E Districts are further intended to preserve and improve upon the quality of residential neighborhoods while permitting a limited number of other compatible uses which support residential neighborhoods."
- 3) If the precedent is set to increase density of housing this will lead to a ripple effect of widening the road and *I will lose my house because it sits close it.* It is obvious that the properties on the east side of Livernois, south of Square Lake are likely going to be re-developed, along with the area to the east that the developer says he owns. We have many more homes getting built. Any density greater than R1B is concerning.

I believe that community development, when there is conflict, ought to be worked out through discussion and compromise. I believe I am a stakeholder. If I am wrong about these things, I humbly ask for correction.

Thank you, as always, for your service.

Respectfully submitted,

Ann Coleman

From: Shelley Stenger

To: Hirak Chanda; David Hamilton; Ellen C Hodorek; Mark A Gunn; Ethan Baker; Planning; Rebecca A. Chamberlain-

<u>Creangă</u>; <u>Theresa Brooks</u>

Subject: PUD and Troy Corners

Date: Monday, May 13, 2024 8:43:21 PM

Some people who received this message don't often get email from shellsellshomes1@gmail.com. <u>Learn why this is important</u>

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Dear Planning Commision and City Council members,

I am out of town so I wanted to send this to be included in the public remarks at the next meeting. I will keep this short and sweet.

My mom and I live on 437 E Hurst Drive near historic Troy Corners. My mom has lived here for 62 years after my dad built our house. We love our neighborhood but we do not like what has been happening in our area in the last handful of years.... beginning with the townhouses next to Peppy's Pizza.

I have attended the previous planning and council meetings and am afraid that we are not being heard. I believe there is some confusion about what the residents want and I want to be clear.

I know that there are other townhomes already approved on Square Lake Road by John's party store. But we are very **opposed to the PUD** that is proposed for the northeast corner of the intersection. We would much rather only have the townhouses on Square Lake Road ~ but with a larger setback than the buildings next to Peppy's. The PUD does not meet the requirements, plain and simple. Please hear our plea and do not approve the PUD.

We also agree with the majority of the neighbors regarding our Node, no high density, no three- story, etc. Please, please keep any more large developments off of our 2 lane road. Too much traffic already. And we need to keep property values up in Troy! We are not a low income neighborhood.

Thank you for all of your time and effort in this matter. We really do appreciate your hard work!

Shelley Stenger & Shirley Hardwick



Website: Shellsellshomes1.com

From: Jen Gillie
To: Planning

Subject: Re: Stop Rezoning of Troy Corners Development

Date: Monday, April 22, 2024 7:21:26 PM

[You don't often get email from jenniferrobingillie@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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I am newer to the neighborhood and live at 212 Booth Rd. It took my family 5 years to find a house in this neighborhood. We choose this neighborhood because we love the big yards and not having neighbors so close. We moved from Royal Oak. We chose this neighborhood because of the community, we have over 10 families with kids around my son's age of 9, some younger. My son didn't learn to ride a bike until this past summer because the streets of Royal Oak, the houses were so congested you never knew if someone would be backing out of their driveway!

My biggest concern is the safety of my child and the children who ride their bikes and scooters in the street, if the builder ends up connecting our neighborhood to his multi family home plan this could increase the traffic on our streets by more than 68 cars based on his 34 unit development. 68 more cars driving our streets.

My next concern is our infrastructure, my yard is partially under water now, I feel this could cause more problems for our area adding that kind of density.

I understand that Troy Corners will at some point be developed. Let's keep the same look and feel of our community. Single family homes on 1/2 acres lots! We moved to this area for a reason!! Less congestion and more room for our family and our children to stay safe!

My other concern is possible redevelopment of our beautiful neighborhood. If Gary gets his way and connects our neighborhood through 400 Ottawa. Family's could start moving out and selling and then our beautiful ranches could all turn into multi family homes. Living in Royal Oak the last 18 years was a sad site to see all of the big foot homes moving in as they tore down the small ranches. When I first moved here I would stare out my back kitchen window and watch the sunrise! The most beautiful and relaxing view I had ever seen! And I have it here in Troy and didn't need to be on vacation to have such a beautiful view. Something I had not seen in years living in royal oak. All I could see were houses! Please let's keep our community in tact and keep the same feel that I am sure is the reason why we all live here. We do not want to live on top of each other and would like a safe place for our kids to grow up!

It would be a win for everyone if Gary would do single family homes, he would still make money as that's all he truly cares about! And it would keep the families of Troy Corners happy and this long drawn out fight would be over.

Sincerely, Jennifer Gillie

> On Dec 9, 2023, at 12:22 PM, Jen Gillie <jenniferrobingillie@gmail.com> wrote:

> I am a resident on Booth Rd, just north of the Troy corners site. I am not ok with this being zoned for PUD. This area needs to stay single family homes to maintained the integrity of our neighborhoods we love so much!

> We recently moved from the Royal Oak area for the quiet neighborhood with a small town feel. We do not approve or desire to have high rise buildings. This will add unnecessary congestion to our area and the need to do future upgrades of our roads that we do not need today!

>

> Keep our small town feel, please do not approve this to be rezoned!

>

> Jennifer Gillie

Brent Savidant

From: Rosemarie Thommes <rthommes@aol.com>

Sent: Sunday, May 12, 2024 11:09 AM

To: Planning
Cc: Ethan Baker

Subject: Strong Opposition to Proposed PUD at Livernois Rd and Square Lake Rd

You don't often get email from rthommes@aol.com. 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.

To: City of Troy Planning Commission

I am writing to reiterate my strong opposition to the proposed Planned Unit Development (PUD) near the Neighborhood Node at Livernois Rd and Square Lake Rd. This letter serves as a continuation of my previous communications on this matter.

My opposition is based on several key concerns:

- Traffic Congestion: Livernois Rd and Square Lake Rd are only two-lane roads, and I, along with many other residents, believe the traffic studies underestimate the significant impact this PUD will have. These roads cannot handle the additional traffic generated by a high-density development.
- Neighborhood Character: This proposal disrupts the established character of our neighborhood. The existing single-family homes, many over 100 years old, contribute significantly to the charm of the area. A PUD with multi-family units would be a stark contrast and not a welcome addition. It would disrupt the look and feel of the community, similar to the negative impact of the 3-story townhomes built on Livernois.
- Inaccurate Comparisons: The builder's argument referencing other approved PUDs is irrelevant. Those developments were situated on major roads with multiple lanes, unlike the narrow, local roads surrounding this proposed site.
- Unaffordable Housing: GFA's claim of providing affordable housing solutions is misleading. With starting prices of \$600,000 for homes and \$350,000 for townhomes, these units will be out of reach for most residents seeking affordability.

Alternative Solutions:

Instead of this ill-suited PUD, I urge the Commission to consider alternative locations for such developments:

- Vacant Office Buildings: There are numerous vacant office buildings in Troy that could be repurposed for multi-family housing.
- Demolished Hotel Site: The vacant site at Crooks Rd and I-75, where a hotel once stood, presents another perfect opportunity for a PUD with existing infrastructure already in place.
- Long Lake Rd and Crooks Rd PUD: The proposed PUD at this location seems like a much better fit and makes far more sense, with existing infrastructure capable of supporting additional traffic.

The entire community surrounding the proposed PUD at Livernois Rd and Square Lake Rd strongly opposes this development. We urge the Commission to maintain the current zoning and protect the character of our neighborhood.

Thank you for your time and consideration.

Sincerely, Rosemarie Thommes 335 Ottawa Drive From: **Planning Brent Savidant** To:

Subject: FW: PUD Project: August 12th Council Meeting

Date: Tuesday, July 9, 2024 2:16:07 PM

Attachments: image001.png

image002.png image003.png image004.png image005.png image006.png image007.png



Jackie Ferencz Office Manager | **City of Troy Planning Dept**

O: 248.524.3364







From: Dylan J Clark < Dylan. Clark@troymi.gov>

Sent: Tuesday, July 9, 2024 12:36 PM **To:** Planning <planning@troymi.gov>

Subject: Fw: PUD Project: August 12th Council Meeting

Best,



Dylan Clark, M.P.A. **Management Analyst**

Troy City Manager's Office O: 248-524-1087

From: Rosemarie Thommes < rthommes@aol.com>

Sent: Monday, July 8, 2024 8:50 AM

To: Ethan Baker < Ethan Baker < ethan@ethandbaker.com; City Council

Email < CityCouncilEmail@troymi.gov>

Subject: PUD Project: August 12th Council Meeting

Some people who received this message don't often get email from rthommes@aol.com. Learn why this is <u>important</u>

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.

To the Esteemed City Council Members of Troy,

We are writing to express our strongest opposition to the proposed Planned Unit Development (PUD) located near Square Lake Road and Livernois, which is scheduled to be presented at the August 12th council meeting. This development poses a number of serious concerns that threaten the well-being of our community.

Traffic Gridlock: The most pressing issue is the single access point planned for this development. This already congested intersection, with its single lane in each direction, will be overwhelmed by the influx of traffic, especially during peak hours. The current traffic study fails to accurately reflect the true impact this PUD will have.

Incompatible Development: This PUD is entirely out of character for the existing neighborhood. The area is already a mishmash of developments, further burdened by the poorly planned 3-story townhouses built near Peppi's. This PUD adds to the haphazard nature of the area, straining resources and infrastructure.

Environmental Destruction: The proposed development disregards the sensitive environmental aspects of the land. Claims by developer Gary Abitheria of GFA Development regarding his commitment to the community **ring hollow** when considering his threat to demolish classic homes and his wetland destruction activities on Ottawa Drive, which violated EGLE regulations.

Unnecessary Rezoning: The PUD necessitates the rezoning of property from R1-B, a move vehemently opposed by surrounding residents. Troy has numerous other locations far better suited for such high-density developments. Areas like the Long Lake and Crooks Road project or vacant office buildings and empty properties near the I-75 and Crooks Road exit possess existing infrastructure that can accommodate the increased traffic and noise associated with multi-family units.

Loss of Green Space: The PUD will result in the destruction of valuable green space, impacting local wildlife and further straining our already strained storm water management systems. This quadrant of Troy is particularly susceptible to flooding, and this development will only exacerbate the problem.

Unwanted by Residents: The overwhelming sentiment among residents surrounding this proposed PUD is one of opposition. This project is simply not wanted by the people who call this area home. The Troy City Council should prioritize the desires of its current residents.

Alternative Solutions: Troy can achieve necessary development goals without sacrificing the character of established neighborhoods and the environment. Focusing efforts on revitalizing underutilized office buildings and vacant properties near major

roadways presents a far more responsible approach.

We urge you to reject the proposed PUD at Square Lake Road and Livernois. This development prioritizes profit over the well-being of our community and environment. Troy deserves better.

Sincerely,

Rosemarie Thommes Dave Sicheneder Residents and Voters residing at 335 Ottawa Drive From: Brad Sheppard

To: Ethan Baker; Theresa Brooks; Hirak Chanda; Rebecca A. Chamberlain-Creanga; Mark A Gunn; David Hamilton;

Ellen C Hodorek; City Manager External Contact; Brent Savidant; Planning

Subject: Development near Square Lake and Livernois Date: Wednesday, June 26, 2024 4:38:56 PM

Some people who received this message don't often get email from bradshep1@gmail.com. <u>Learn why this is important</u>

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.

Dear City Council and Planning Committee,

This note is in regards to the development north of Square Lake Road and East Livernois, Parcel ID 88-20-03-301-088. As a long time Troy resident, I wanted to express my concern and opposition to the developer's desire to rezone this area from R1B to a PUD. One reason I do NOT support this development effort is due to lot sizes that will not be consistent with Troy's Master Plan. I am opposed to a PUD at this location. Overall, my biggest concern with this development is related to the increase in traffic around this area that will be associated with a large development being added on this corner. The traffic is already heavy around this area especially during school start/end times. A development planned in the way this PUD is being considered is very concerning to me that it will become unbearable. I live in the Sylvan Glen subdivision and increased traffic will greatly impact the quality of my daily life. So please consider my concern and deny the PUD as the first step to help quality of life for long-term Troy residents.

Thank you, Brad Sheppard From: Lynn Cronin

To: Planning Cc: Larry Cronin

Subject: For your consideration

Date: Tuesday, January 2, 2024 3:29:50 PM

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.

To: The Troy Planning Commission

From: Larry and Lynn Cronin

Date: January 2, 2024

As long time residents (37 years) of Troy we are opposing the rezone request from a R-1B to a PUD in the historic Troy Corners area of Square Lake and Livernois.

Before you make your decision, please consider:

- 1. This area does not qualify for a PUD per the Zoning Ordinance.
- 2. This would not be a good transition and is not the correct application for a PUD.
- 3. This does not follow the Old or New Master Plan which specifically asks for limited residential in the Neighborhood Nodes.
- 4. This is not equal to or compatible with the neighboring properties.

We hope you will consider the well being and quality of life issues of an established Troy neighborhood surrounding this zone as you make your decision.

Respectfully, Larry and Lynn Cronin 130 Telford Dr. Troy, MI From: Danielle Vozel

To: Planning

Subject: Stop Rezoning of Troy Corners Development

Date: Sunday, December 17, 2023 8:46:07 AM

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.

Hello.

I am writing about my concern for the proposed new development at the northeast corner of square lake and Livernois. I live on Hurst just a couple streets north of this area with my husband and our 2 young children. We moved into this neighborhood last year because we fell in love with how quiet and welcoming this area is. This development would drastically increase traffic and noise in this area. Especially with the elementary school just ½ a mile down the street on Livernois, this would cause more issues for quite a lot of people. Please consider helping us keep our historical, warm, welcoming small neighborhood in the great city of Troy and do not approve this rezoning.

Thank you, Danielle Loiselle From: Danielle Favret

To: Planning

Subject: Square Lake and Livernois development **Date:** Thursday, December 21, 2023 10:51:45 AM

You don't often get email from daniellefav44@gmail.com. Learn why this is important

Hello Planning Commission,

My name is Danielle Favret and I have lived in Troy at 6390 Montclair Dr, Troy, MI 48085 for the last 27 years. I have seen a lot of change over the years and understand the desire for growth and the appeal of living in Troy. I have so many good things to say about our city and our community and our schools. I could go on at length about wonderful experiences we have had in this community with such amazing people.

I am writing to you today to voice my opinion regarding the proposed development for square lake and Livernois. I am very opposed to this high density project. It does not fit in with our current neighborhood structure of single residences and in my specific neighborhood primarily ranch style homes. The intersection at square lake and Livernois is narrow and cannot handle the increased traffic such a large development will bring. If you look at the condos that were built on the south side of square lake and Livernois you can see a development that clearly doesn't fit aesthetically. Please do not allow this to happen again.

I appreciate the opportunity to share my opinion with you and am very hopeful that you will listen to the Troy citizens who feel strongly about this and are doing the research to protect and preserve the integrity of Troy as a residential community for the very long term view. Thank you, Danielle Favret

From: Wendy Dingwall

To: Planning

Subject: Proposed development at Troy Corners (Livernois and Square Lake)

Date: Sunday, December 10, 2023 1:17:45 PM

You don't often get email from wendydingwall@live.com. Learn why this is important

I am writing in opposition to the proposed development in the area referred to as "Troy Corners" (Square Lake and Livernois).

I live at 5638 Folkstone, near this area. I frequently walk/run in the area. The proposal to increase population density in this area will likely result in increased traffic and congestion. Square Lake often backs up all the way from Rochester to Donaldson during rush hour periods, making is dangerous to cross on foot.

In addition, the development along Livernois on the other side of Square Lake has already increased density in the area and does not fit with the surrounding area. Buildings 3 or more stories tall should be along Big Beaver or Crooks (former Northfield Hilton site is available and desperately in need of development).

Please do not grant permission for the proposed development in this area.

Respectfully,

Wendy Dingwall
Michael Dingwall

From: Jen Gillie To: Planning

Subject: Stop Rezoning of Troy Corners Development

Date: Saturday, December 9, 2023 12:22:06 PM

[You don't often get email from jenniferrobingillie@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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.

I am a resident on Booth Rd, just north of the Troy corners site. I am not ok with this being zoned for PUD. This area needs to stay single family homes to maintained the integrity of our neighborhoods we love so much!

We recently moved from the Royal Oak area for the quiet neighborhood with a small town feel. We do not approve or desire to have high rise buildings. This will add unnecessary congestion to our area and the need to do future upgrades of our roads that we do not need today!

Keep our small town feel, please do not approve this to be rezoned!

Jennifer Gillie

From: Ryan Loiselle

To: Planning

Subject: Stop Rezoning of Troy Corners Development

Date: Sunday, December 17, 2023 8:51:09 AM

You don't often get email from ryan.loiselle1@gmail.com. Learn why this is important

Hello.

I am writing about my concern for the proposed new development at the northeast corner of square lake and Livernois. I live on Hurst just a couple streets north of this area with my wife and our 2 young children. We moved into this neighborhood last year because we fell in love with how quiet and welcoming this area is. This development would drastically increase traffic and noise in this area. Especially with the elementary school just 1/2 a mile down the street on Livernois, this would cause more issues for quite a lot of people. Please consider helping us keep our historical, warm, welcoming small neighborhood in the great city of Troy and do not approve this rezoning.

Thank you,

Ryan Loiselle

From: Brenda Seldon

To: Planning

Subject: Rezoning and development for Troy Corners

Date: Sunday, December 10, 2023 8:26:06 AM

You don't often get email from brendaseldon@gmail.com. Learn why this is important

Dear Planning Commission,

Im writing to express my concerns as a resident and owner of property of 51 Aspinwall regarding the proposed rezoning development east of livernois and North of square lake (also known as Troy Corners). I attended the planning meeting on November 28th and expressed my concerns regarding this proposal for this development however, thought I would reiterate my concerns again in writing.

- 1) it will no doubt add more traffic on my street with people cutting through to avoid traffic backed up at the light.
- 2) cars cutting through and drive too fast on my street when cutting through
- 3) cars regularly turn on my street but backup in my driveway since I am the first house deciding that they need to turn around
- 4) I have noise concerns for additional traffic, additional neighbors and construction that would come with this development.
- 5) I have plumbing and sewer concerns. Since I have lived here, I have had at least 3 sewage backups iny basement. I approached the city on one occasion with them telling me it is not a city issue . I replaced all the plumbing in the floor of mybasement as a result. I have a concern of the new plumbing and sewer load that this new development would cause and of the city could even handle this development. I know if I get another backup in my basement I will be pissed (pardon my language) and I will look into taking action against the city.
- 6) in my eyes, this new development and the proposed structures are an eyesore. They are not what I would like to see in my direct neighborhood. I brought here for the nice size lot, because there is openness behind me and I like the quiet and nature it provides. I like to see the deer in my backyard. If this development goes through, it will take away from that and change the look and feel of this neighborhood.
- 7) Who would buy these new homes on the new development anyway? I feel they are overpriced and the setup of this development is not conducive to the amount of proposed units or structural integrity for this area.

I am confident that the planning commission will take all of my pain points and come to the right decision.

This development should not go through and instead of moving Troy forward, I feel it will put us in a position that you will lose residents in this area for the very reason.

Thank you for your consideration and hearing my concerns.

Regards, Brenda Seldon

From: Stephanie Heidt

To: Planning

Subject: Troy Corners Rezoning

Date: Saturday, December 16, 2023 7:53:37 AM

[You don't often get email from steph_klo@hotmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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.

Dear Committee,

I kindly request that you deny to PUD request at Troy Corners as a resident of the neighborhood. The planning is the single family homes is one thing but the condos is another. Our neighborhood is known for having large lots and space, it's one of the things that attracted us to the area and we would like to keep this precedence for our neighborhood. Square Lake and Livernois are not set up to absorb any more traffic than they already have. If a PUD was to go in the streets, would need to be widen to help with the traffic flow. Traffic already backs up at the lights and it has become a very busy intersection. I also fear this will cause even more traffic on the neighborhood side streets and cars already use the neighborhood as a cut through going 50+ mph endangering our children please don't add to that.

Please vote not to the rezoning.

Sincerely, Stephanie Heidt From: Walenda Green

To: Planning

Date: Thursday, December 21, 2023 2:18:15 PM

You don't often get email from greenwalenda@gmail.com. Learn why this is important

Development at Sq. Lake and Livernois on West side. I am opposed to 3 story Condo's. Homes or 2 story Condo's aren't bad.

Walenda Green

From: Walenda Green

To: Planning

Date: Saturday, December 16, 2023 10:03:24 AM

You don't often get email from greenwalenda@gmail.com. Learn why this is important

Property on Livernois North of Sq. Lake.

As someone who has lived in Troy all her life. I wonder what Troy is doing to this once beautiful city? We are looking like Southfield. Once a great and beautiful city now has turned into a ugly city. No more Condo's. The city wants to destroy Troy. Why do you think people are moving out of Troy? Troy is into destroying a once beautiful place. I am totally against building more Condo's and destroying wet lands.

Walenda Green

From: Jay Welch To: Planning

Subject: Development, Livernois and Square lake **Date:** Thursday, December 7, 2023 9:04:28 PM

You don't often get email from jaysusr@gmail.com. Learn why this is important

Greetings, planners

I am emailing you tonight to express my opposition for the new development Being proposed at the corner of Livernois and Square Lake Roads, by builder, Gary Abetheria. We do not need any more multifamily housing in this area coupled with the fact that he is planning on tearing down historic homes, and changing the face of Troy corners – the original Troy. If you have any questions, you can contact me at 248-709-4285. Thanks, Jay Welch.

Sent from mobile platform Please excuse and typos & brevity From: Jennifer Bruns

To: Planning

Subject: proposed development at Square Lake and Livernois

Date: Friday, December 8, 2023 10:07:07 AM

You don't often get email from jenkbruns@gmail.com. Learn why this is important

To Whom It May Concern:

I am writing to express my opposition to the proposed rezoning at the corner of Square Lake and Livernois. Please do not allow this developer to build high rise condos on that land. I live close to this intersection and I have concerns about how this will impact traffic and noise. Please leave this area for only the building of single family homes.

Thank you,

Jennifer Bruns 5964 Donaldson Dr Troy From: Theresa Clancy

To: Planning

Subject: Save Troy Corners!

Date: Friday, December 8, 2023 11:04:36 AM

You don't often get email from signuptheresa@gmail.com. Learn why this is important

Hi,

As a 29+ year resident of Troy, I am usually in favor of most things the Planning Commission approves. However, the proposed plan at Troy Corners is just wrong for the area. Too much density in buildings that are much too tall for that area. I urge you to not approve this as proposed!

Thank you, Theresa Clancy From: C Cof To: Planning

Subject: Troy Corners

Date: Friday, December 8, 2023 7:18:32 AM

[You don't often get email from colorcc.222@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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.

Please stop building PUD properties! Please save the character of our city! Troy Corners should not be affected by this type of building.

Thank you. Cari Coffer 198 Aspinwall

From: Lucas, Linda

To: Planning; Ethan Baker Subject: 11/28 meeting

Date: Thursday, November 30, 2023 9:53:01 AM

Some people who received this message don't often get email from

linda.lucas@tenneco.com. Learn why this is important

Good Morning

I would like to put in my 2 cents about the building proposal that was spoken at the public meeting on 11/28 I am a resident in Troy at 99 E Lovell. You may think this doesn't affect me since I am further north of this area but it does. I feel like this building proposal does not "fit" our area. It is a homey, country like feel now and that is what brought us to the area 22 years ago.

I think the homes are too closely mashed in according to the slides that were shown. I also was completely shocked about the "emergency entrance" that only ambulance and other emergency traffic could go through on Square Lake Rd, it sounds like the residents would be trapped, only one way in and one way out. Very strange way of designing this. Also It sounds like the level of traffic will be ridiculous morning and night. There is already a large jam up in traffic, you add 42 more homes in the area multiply that by the average of 4 people per home that is an additional 168 people on the road at any given time. I also didn't like the builders suggestion of there could be a fire at the rentals he has (the 4 old houses on Livernois). That remark was ominous and sounds like a threat of sorts.

I also do not like the lack of green space. I didn't see ANY green on the slides.

The builder suggested that these would be affordable, when asked how affordable with the ranch homes he said approx. 650k. That's affordable? I don't know of a soul who would be interested in an area for 650k that has basically no backyard and trapped in a one way in one way out street.

Please reconsider any approval of this mess above, it doesn't fit the area, and I would think that the City of Troy should be conscious of the feelings of the citizens. I too was shocked of the Townhomes built next to Peppy's and in other areas of Troy. Honestly they are eyesores. I cannot imagine how the new building proposal would look. Also consider that a lot of these homes will basically be in the backyards of folks that have lived in this area for years. This is not fair.

Thank you

Sincerely Linda Lucas 99 E Lovell Troy MI 48085

Phone: 248-709-6978

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From: Erin Thompson

To: Planning

Subject: Proposed development NE corner SQ Lake and Livernois

Date: Thursday, December 7, 2023 9:44:27 PM

[You don't often get email from emthompson29@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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.

To whom it concerns

Please do not allow more obnoxious multi-story, multi-family homes to be built at this corner of Troy. This corner has historical value. There are homes over 100 years old. It's already overly congested. We don't want this is our community. Residents, current residents that appreciate the city, need to be valued and heard. Stop the overdevelopment of our city!

If you should need any further follow up, please reach out.

Erin Ciaciuch Troy Resident

Sent from my iPhone

From: Walenda Green
To: Planning

Date: Saturday, December 16, 2023 10:03:24 AM

You don't often get email from greenwalenda@gmail.com. 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.

Property on Livernois North of Sq. Lake.

As someone who has lived in Troy all her life. I wonder what Troy is doing to this once beautiful city? We are looking like Southfield. Once a great and beautiful city now has turned into a ugly city. No more Condo's. The city wants to destroy Troy. Why do you think people are moving out of Troy? Troy is into destroying a once beautiful place. I am totally against building more Condo's and destroying wet lands.

Walenda Green

From: Wendy Dingwall
To: Planning

Subject: Proposed development at Troy Corners (Livernois and Square Lake)

Date: Sunday, December 10, 2023 1:17:45 PM

You don't often get email from wendydingwall@live.com. 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.

I am writing in opposition to the proposed development in the area referred to as "Troy Corners" (Square Lake and Livernois).

I live at 5638 Folkstone, near this area. I frequently walk/run in the area. The proposal to increase population density in this area will likely result in increased traffic and congestion. Square Lake often backs up all the way from Rochester to Donaldson during rush hour periods, making is dangerous to cross on foot.

In addition, the development along Livernois on the other side of Square Lake has already increased density in the area and does not fit with the surrounding area. Buildings 3 or more stories tall should be along Big Beaver or Crooks (former Northfield Hilton site is available and desperately in need of development).

Please do not grant permission for the proposed development in this area.

Respectfully,

Wendy Dingwall Michael Dingwall
 From:
 Lynn Cronin

 To:
 Planning

 Cc:
 Larry Cronin

Subject: For your consideration

Date: Tuesday, January 2, 2024 3:29:50 PM

[You don't often get email from lynncro1@yahoo.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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.

To: The Troy Planning Commission From: Larry and Lynn Cronin Date: January 2, 2024

As long time residents (37 years) of Troy we are opposing the rezone request from a R-1B to a PUD in the historic Troy Corners area of Square Lake and Livernois.

Before you make your decision, please consider:

- 1. This area does not qualify for a PUD per the Zoning Ordinance.
- 2. This would not be a good transition and is not the correct application for a PUD.
- 3. This does not follow the Old or New Master Plan which specifically asks for limited residential in the Neighborhood Nodes.
- 4. This is not equal to or compatible with the neighboring properties.

We hope you will consider the well being and quality of life issues of an established Troy neighborhood surrounding this zone as you make your decision.

Respectfully, Larry and Lynn Cronin 130 Telford Dr. Troy, MI From: <u>Lynn Cronin</u>
To: <u>Planning</u>

Cc:Larry Cronin; Jeff WSubject:Rezoning Considerations

Date: Wednesday, January 3, 2024 8:17:52 PM

[You don't often get email from lynncro1@yahoo.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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.

Dear Planning Commission,

Upon further consideration we had a few more thoughts regarding the development north of Square Lake and east of Livernois, parcel Id 88-20-03-301-088. We are opposed to the developer wanting to rezone the RB1 to a PUD as this location does not meet the nine points needed to qualify for a PUD. We are opposed to any 3 story structures such as the ones on the southwest corner of Square Lake.

Here are a few more factual impacts this change would bring to our community for you to consider:

- 1. Are there storm water impacts that would be realized?
- 2. What about impacts on local school enrollment?
- 3. Can our fire and police departments provide adequate protection for the proposed development?
- 4. Is there adequate water and sewer infrastructure available to meet the new demand without compromising the current residents in this vicinity?
- 5. Are there traffic implications to consider as this corner is the corridor to three Troy schools which currently provide high volume traffic?

Again we respectfully request you consider the multiple impacts the rezoning of this site would have on your current residents and their quality of life.

Sincerely, Larry and Lynn Cronin 130 Telford Dr. Troy, MI 48085 From: Walenda Green
To: Planning

Date: Thursday, December 21, 2023 2:18:15 PM

You don't often get email from greenwalenda@gmail.com. Learn why this is important

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Development at Sq. Lake and Livernois on West side. I am opposed to 3 story Condo's. Homes or 2 story Condo's aren't bad.

Walenda Green

From: Jay Welch
To: Planning

Subject: Development, Livernois and Square lake **Date:** Thursday, December 7, 2023 9:04:28 PM

You don't often get email from jaysusr@gmail.com. Learn why this is important

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Greetings, planners

I am emailing you tonight to express my opposition for the new development Being proposed at the corner of Livernois and Square Lake Roads, by builder, Gary Abetheria. We do not need any more multifamily housing in this area coupled with the fact that he is planning on tearing down historic homes, and changing the face of Troy corners – the original Troy. If you have any questions, you can contact me at 248-709-4285. Thanks, Jay Welch.

Sent from mobile platform Please excuse and typos & brevity From: Jennifer Bruns
To: Planning

Subject: proposed development at Square Lake and Livernois

Date: Friday, December 8, 2023 10:07:07 AM

You don't often get email from jenkbruns@gmail.com. Learn why this is important

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To Whom It May Concern:

I am writing to express my opposition to the proposed rezoning at the corner of Square Lake and Livernois. Please do not allow this developer to build high rise condos on that land. I live close to this intersection and I have concerns about how this will impact traffic and noise. Please leave this area for only the building of single family homes.

Thank you,

Jennifer Bruns 5964 Donaldson Dr Troy
 From:
 Theresa Clancy

 To:
 Planning

 Subject:
 Save Troy Corners!

Date: Friday, December 8, 2023 11:04:36 AM

You don't often get email from signuptheresa@gmail.com. Learn why this is important

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Hi,

As a 29+ year resident of Troy, I am usually in favor of most things the Planning Commission approves. However, the proposed plan at Troy Corners is just wrong for the area. Too much density in buildings that are much too tall for that area. I urge you to not approve this as proposed!

Thank you, Theresa Clancy From: C Cof
To: Planning
Subject: Troy Corners

Date: Friday, December 8, 2023 7:18:32 AM

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Please stop building PUD properties! Please save the character of our city! Troy Corners should not be affected by this type of building.

Thank you. Cari Coffer 198 Aspinwall

From: Lucas, Linda
To: Planning; Ethan Baker
Subject: 11/28 meeting

Date: Thursday, November 30, 2023 9:53:01 AM

Some people who received this message don't often get email from linda.lucas@tenneco.com. <u>Learn why this is important</u>

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Good Morning

I would like to put in my 2 cents about the building proposal that was spoken at the public meeting on 11/28

I am a resident in Troy at 99 E Lovell. You may think this doesn't affect me since I am further north of this area but it does. I feel like this building proposal does not "fit" our area. It is a homey, country like feel now and that is what brought us to the area 22 years ago.

I think the homes are too closely mashed in according to the slides that were shown. I also was completely shocked about the "emergency entrance" that only ambulance and other emergency traffic could go through on Square Lake Rd, it sounds like the residents would be trapped, only one way in and one way out. Very strange way of designing this. Also It sounds like the level of traffic will be ridiculous morning and night. There is already a large jam up in traffic, you add 42 more homes in the area multiply that by the average of 4 people per home that is an additional 168 people on the road at any given time. I also didn't like the builders suggestion of there could be a fire at the rentals he has (the 4 old houses on Livernois). That remark was ominous and sounds like a threat of sorts.

I also do not like the lack of green space. I didn't see ANY green on the slides.

The builder suggested that these would be affordable, when asked how affordable with the ranch homes he said approx. 650k. That's affordable? I don't know of a soul who would be interested in an area for 650k that has basically no backyard and trapped in a one way in one way out street. Please reconsider any approval of this mess above, it doesn't fit the area, and I would think that the City of Troy should be conscious of the feelings of the citizens. I too was shocked of the Townhomes built next to Peppy's and in other areas of Troy. Honestly they are eyesores. I cannot imagine how the new building proposal would look. Also consider that a lot of these homes will basically be in the backyards of folks that have lived in this area for years. This is not fair.

Thank you

Sincerely Linda Lucas 99 E Lovell Troy MI 48085

Phone: 248-709-6978

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From: Erin Thompson
To: Planning

Subject: Proposed development NE corner SQ Lake and Livernois

Date: Thursday, December 7, 2023 9:44:27 PM

[You don't often get email from emthompson29@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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To whom it concerns

Please do not allow more obnoxious multi-story, multi-family homes to be built at this corner of Troy. This corner has historical value. There are homes over 100 years old. It's already overly congested. We don't want this is our community. Residents, current residents that appreciate the city, need to be valued and heard. Stop the overdevelopment of our city!

If you should need any further follow up, please reach out.

Erin Ciaciuch Troy Resident

Sent from my iPhone

From: Brenda Seldon
To: Planning

Subject: Rezoning and development for Troy Corners

Date: Sunday, December 10, 2023 8:26:06 AM

You don't often get email from brendaseldon@gmail.com. Learn why this is important

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Dear Planning Commission,

Im writing to express my concerns as a resident and owner of property of 51 Aspinwall regarding the proposed rezoning development east of livernois and North of square lake (also known as Troy Corners). I attended the planning meeting on November 28th and expressed my concerns regarding this proposal for this development however, thought I would reiterate my concerns again in writing.

- 1) it will no doubt add more traffic on my street with people cutting through to avoid traffic backed up at the light.
- 2) cars cutting through and drive too fast on my street when cutting through
- 3) cars regularly turn on my street but backup in my driveway since I am the first house deciding that they need to turn around
- 4) I have noise concerns for additional traffic, additional neighbors and construction that would come with this development.
- 5) I have plumbing and sewer concerns. Since I have lived here, I have had at least 3 sewage backups iny basement. I approached the city on one occasion with them telling me it is not a city issue. I replaced all the plumbing in the floor of my basement as a result. I have a concern of the new plumbing and sewer load that this new development would cause and of the city could even handle this development. I know if I get another backup in my basement I will be pissed (pardon my language) and I will look into taking action against the city.
- 6) in my eyes, this new development and the proposed structures are an eyesore. They are not what I would like to see in my direct neighborhood. I brought here for the nice size lot, because there is openness behind me and I like the quiet and nature it provides. I like to see the deer in my backyard. If this development goes through, it will take away from that and change the look and feel of this neighborhood.
- 7) Who would buy these new homes on the new development anyway? I feel they are overpriced and the setup of this development is not conducive to the amount of proposed units or structural integrity for this area.

I am confident that the planning commission will take all of my pain points and come to the right decision.

This development should not go through and instead of moving Troy forward, I feel it will put us in a position that you will lose residents in this area for the very reason.

Thank you for your consideration and hearing my concerns.

Regards, Brenda Seldon

From: <u>Danielle Favret</u>
To: <u>Planning</u>

Subject: Square Lake and Livernois development

Date: Thursday, December 21, 2023 10:51:45 AM

You don't often get email from daniellefav44@gmail.com. Learn why this is important

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Hello Planning Commission,

My name is Danielle Favret and I have lived in Troy at 6390 Montclair Dr, Troy, MI 48085 for the last 27 years. I have seen a lot of change over the years and understand the desire for growth and the appeal of living in Troy. I have so many good things to say about our city and our community and our schools. I could go on at length about wonderful experiences we have had in this community with such amazing people.

I am writing to you today to voice my opinion regarding the proposed development for square lake and Livernois. I am very opposed to this high density project. It does not fit in with our current neighborhood structure of single residences and in my specific neighborhood primarily ranch style homes. The intersection at square lake and Livernois is narrow and cannot handle the increased traffic such a large development will bring. If you look at the condos that were built on the south side of square lake and Livernois you can see a development that clearly doesn't fit aesthetically. Please do not allow this to happen again.

I appreciate the opportunity to share my opinion with you and am very hopeful that you will listen to the Troy citizens who feel strongly about this and are doing the research to protect and preserve the integrity of Troy as a residential community for the very long term view. Thank you, Danielle Favret

From: <u>Danielle Vozel</u>
To: <u>Planning</u>

Subject: Stop Rezoning of Troy Corners Development Date: Sunday, December 17, 2023 8:46:07 AM

[You don't often get email from daniellevozel@yahoo.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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Hello,

I am writing about my concern for the proposed new development at the northeast corner of square lake and Livernois. I live on Hurst just a couple streets north of this area with my husband and our 2 young children. We moved into this neighborhood last year because we fell in love with how quiet and welcoming this area is. This development would drastically increase traffic and noise in this area. Especially with the elementary school just 1/2 a mile down the street on Livernois, this would cause more issues for quite a lot of people. Please consider helping us keep our historical, warm, welcoming small neighborhood in the great city of Troy and do not approve this rezoning.

Thank you, Danielle Loiselle From: Jen Gillie
To: Planning

Subject: Stop Rezoning of Troy Corners Development Date: Saturday, December 9, 2023 12:22:06 PM

[You don't often get email from jenniferrobingillie@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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I am a resident on Booth Rd, just north of the Troy corners site. I am not ok with this being zoned for PUD. This area needs to stay single family homes to maintained the integrity of our neighborhoods we love so much!

We recently moved from the Royal Oak area for the quiet neighborhood with a small town feel. We do not approve or desire to have high rise buildings. This will add unnecessary congestion to our area and the need to do future upgrades of our roads that we do not need today!

Keep our small town feel, please do not approve this to be rezoned!

Jennifer Gillie

From: Ryan Loiselle
To: Planning

Subject:Stop Rezoning of Troy Corners DevelopmentDate:Sunday, December 17, 2023 8:51:09 AM

You don't often get email from ryan.loiselle1@gmail.com. Learn why this is important

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Hello,

I am writing about my concern for the proposed new development at the northeast corner of square lake and Livernois. I live on Hurst just a couple streets north of this area with my wife and our 2 young children. We moved into this neighborhood last year because we fell in love with how quiet and welcoming this area is. This development would drastically increase traffic and noise in this area. Especially with the elementary school just 1/2 a mile down the street on Livernois, this would cause more issues for quite a lot of people. Please consider helping us keep our historical, warm, welcoming small neighborhood in the great city of Troy and do not approve this rezoning.

Thank you,

Ryan Loiselle

From: <u>Stephanie Heidt</u>
To: <u>Planning</u>

Subject: Troy Corners Rezoning

Date: Saturday, December 16, 2023 7:53:37 AM

[You don't often get email from steph_klo@hotmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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Dear Committee,

I kindly request that you deny to PUD request at Troy Corners as a resident of the neighborhood.

The planning is the single family homes is one thing but the condos is another. Our neighborhood is known for having large lots and space, it's one of the things that attracted us to the area and we would like to keep this precedence for our neighborhood.

Square Lake and Livernois are not set up to absorb any more traffic than they already have. If a PUD was to go in the streets, would need to be widen to help with the traffic flow. Traffic already backs up at the lights and it has become a very busy intersection. I also fear this will cause even more traffic on the neighborhood side streets and cars already use the neighborhood as a cut through going 50+ mph endangering our children please don't add to that.

Please vote not to the rezoning.

Sincerely, Stephanie Heidt From: <u>Jeff W</u>

To: Planning; Ethan Baker
Subject: Troy Corners NO PUD Rezone
Date: Monday, April 15, 2024 10:01:03 AM

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.

Dear Planning Commission,

I wanted to follow up on the many topics and comments made during last Tuesday night's Planning Commission meeting on April 9th, 2024. I believe the meeting started off very productively. The Neighborhood Node review for the Troy Corners location was a bit hard to follow and understand. I am concerned that this changed to attached residential. Which might make it denser. I did like that multiple commissioners made mention how unique, quiet, and special our node is, especially the Northeast corner. We were very encouraged that we were all on the same page.

When it came to addressing the PUD, that's when things got very confusing. The entire community was back (in person or with representation) to address another reapplication for a PUD, when there were only (2) units removed from the last meeting. This is a lot of time and effort spent on another meeting when there was almost zero change from the last application.

Our team of representatives spoke about *the only two options* that have ever been presented. Option #1 is the PUD or Option #2 By-Right development. We have had many HOA meetings with the developer, and he has only given us (2) options. He has made it crystal clear that we

need to support the PUD, or he will put up 3 story condos. He also leverages that he will attach our Telford Ridge subdivision to Square Lake Rd or at the very least attach it to his new development. That is upsetting for everyone who lives in Telford Ridge. He said he would do this just because he could unless we support his PUD. He is leveraging properties he has not closed on. These are the two properties to the east of Plan A. We accept that these are likely to be developed; this is what makes us so focused on traffic. If you approve PUD now, there becomes an argument for more changeover into denser construction.

The decision from Previous Planning Commissioners approving the 3 story condos, is pushing the support of the PUD to get past the 3-story approval. This is very upsetting. On top of that, there have been 3 questionable extensions. Why would extensions be given if the 3 story condos are not even an option and highly disliked by the Planning Commission.

As a community, we DO NOT like the 3 story condos. BUT we have weighed the pros and cons of Option A and Option B. We found that R-1B is what the vast majority of all the surrounding neighbors are open to supporting vs the mass of condos in the center of the PUD. We have over 90%+ of all Telford Ridge residents supporting NO PUD. We have a petition with over 92 neighbors that are within 1000 linear feet from this development that are NO PUD.

The developer was in good faith given the extensions

over and over. But the developer is using the extensions as a means to leverage and frighten everyone involved. We are all on the same team, all stakeholders that care for the interest of Troy as a whole. The developer is dividing us by the choices we must make due to only having two choices to choose from.

Gary has full control to not build 3 story condos. It is not up to the residents to negotiate a solution that was set in motion by a previous planning commission and now a continuation of extensions.

As was mentioned previously, everyone has to give a little to get a little and no one is fully going to like what they end up with.

We **DO NOT** support a PUD above everything else.

Regards,
Jeff Williams
HOA President
Telford Ridge Subdivision
159 Telford Dr
248 670 2020

From: Fred Eckhout
To: Planning

Subject: Troy Development Concerns

Date: Monday, March 11, 2024 3:30:48 PM

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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.

Commissioners:

I am writing to express my concern about excessive development in Troy. Every little parcel of land, every small stand of woods, every green space (outside of the Civic Center) is being replaced by a building. Troy will soon look like Birmingham--a city with no undeveloped land and a very unfavorable circumstance.

Over my forty years of residing in Troy, I have watched corn fields turn into subdivisions, roads change from small two-lane pathways to four-lane boulevards, and wooded corners evolve into small shopping centers. It seems like enough has been done. Overdevelopment is now characterized by a lack of architectural cohesion to the detriment of aesthetics. Many instances can be cited but a couple stand out: small tear downs being replaced by stand-alone big-foots and a 7-11 totally mismatched with the neighboring apartments (Wattles and Crooks; the kiddie corner apartment proposal should be rejected and the much ballyhooed housing shortage addressed through vacant office space conversion).

Great care should be taken with developing the vacant KMart site. It doesn't matter how long it takes to get the concept right. Somerset Mall was well-done and has stood the test of time; Somerset Apartments, not so much. Aesthetics, green space, and continued professional property management will go a long way to making the property a lasting treasure.

Thank you for your service and attention to these matters.

Fred Eckhout Troy Resident From: <u>Dr Claudia</u>
To: <u>Planning</u>

Subject: Master Plan concerning the Wattles/Crooks neighborhood node

Date: Sunday, March 10, 2024 4:21:56 PM

You don't often get email from drdaude@mindspring.com. 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.

To Whom It May Concern,

I understand you will be discussing the master plan regarding the Wattles and Crooks neighborhood node. I am aware that the same developer from a couple years ago will propose a new, yet very similar complex in that area. I wish to voice our opposition to this and our support of changing this neighborhood node.

Quite frankly, if this new proposal is even allowed before the commission, we find it a slap in the face to the HUNDREDS of neighbors who showed up in opposition the last time this was brought before you. Hundreds of hours, dedicated volunteers, emails rallying neighbors, money spent....this was all done to show Troy what is important to us and what we are willing to fight against. We do not need multiplexes of singe family apartments that will congest the area and increase the population at our schools. Our son's class now sits at 27 students, too many students for one teacher to adequately educate. Continuing to allow these complexes to be built will overcrowd and have an affect on the current fabulous reputation of the Troy School District.

Please show the residents of Troy, specifically in the area of Wattles and Crooks, that you not only appreciated and heard our concerns but that you will act accordingly for our future.

Thank you,

Scott and Claudia Leman

1075 Fountain Dr

Troy, MI 48098

From: Nannette Gearhart

To: <u>Planning</u>; <u>Nannette Gearhart</u>

Subject: Troy

Date: Tuesday, March 12, 2024 6:20:39 PM

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I'm in total agreement with the last 2 articles in the Troy Times!!! I support approving single family homes over rezoning for multi family buildings especially in areas that are not appropriate such as the Square Lake and Livernois "Hastings Village" proposal and the 400 Ottawa proposal. We don't need any additional developers disrespecting or disrupting our current neighborhoods in Troy!!! Please leave our wildlife ie deer and wild turkeys alone!!!

Thank you, Nannette Gearhart 6197 Livernois Road, Troy

Sent from my iPhone

From: Karen Shaw
To: Planning

Cc: <u>treasurer@woodlandsoftroy.com; mlipinski@advtechnologies.com</u>

Subject: Wattles & Crooks Node Deveopment **Date:** Sunday, March 10, 2024 1:06:30 PM

[You don't often get email from kshawmi@comcast.net. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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I am writing to you as a concerned citizen living in the Woodlands Sub-division. Once again the residents of the area must band together to fight the over-development of our main intersection, Wattles & Crooks. Two to three years ago we fought to prevent a multi-dwelling housing project just north of Wattles on the west side of Crooks proposed by the same developer. Lengthy research was submitted by several residents that convinced the commission that this was not a good thing for those living in the immediate area. After months of fighting, the residents won their case and the development was denied.

Nothing has changed so For all of the same reasons that existed then, the addition of either a daycare center or an apartment complex is NOT wanted now. Why do you continue to entertain plans such as this for that corner? Take a look at the previous case and you have all the reasons this development should not take place. And, by the way, why hasn't the zoning for this node been updated to reflect what the area citizens want?

I, for one, voted for the mayor & city council members because their campaign platforms supported a change to the Master Plan concerning the nodes. Nothing has been done to change our node since those elections. These officials do not seem to be listening to the residents adjacent to the Wattles and Crooks node. I think it's about time they did. I am VERY UNHAPPY with the performance of my city's officials at this time.

Karen Shaw 4040 Glencastle Dr. Troy, MI 48098 Sent from my iPad From: Chuck Shepherd
To: Planning

Subject: Comment for PUD at Livernois and Square Lake

Date: Monday, April 8, 2024 8:42:08 PM

You don't often get email from jcs621@gmail.com. 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.

Hello Planning Commission,

I am writing today in support of the PUD at Livernois and Long Lake. I will start by saying I regularly drive through this intersection multiple times per week on my way to and from work and have been doing so for the last 8 years. I genuinely do not understand the comments relating to traffic. No matter what time I drive through, rush hour or not, I never wait more than 1 light cycle and I never have. Given all the development in the surrounding areas, I don't see how 32 more units will increase traffic markedly when it hasn't changed in the previous 8 years.

I support this project because it includes the types of housing both that residents are asking for (ranches) and that will be affordable compared to the \$600k+ houses you see elsewhere in the city. This commission has several times discussed affordability, but when types of housing that are affordable are proposed and discussed there are many trifling objections that are rarely if ever made in discussions about purely single family development.

Lastly, I am disappointed there was no discussion about the benefit to local businesses. There are quite a few in the NW plaza and a couple others nearby. Having customers within walking distance is always good for our local businesses.

Please support the community and local businesses by approving this project.

Thanks, Chuck Shepherd From: J M
To: Planning

Cc: Ethan Baker; Jeff W.

Subject: Opposition to the PUD proposal at Square Lake and Livernois

Date: Saturday, May 25, 2024 10:55:04 AM

Dear Troy Planning Commission,

Thank you for your service. I know it is not easy serve on a committee such as yours weighing what is best for Troy AND the immediate surrounding areas in each proposal. As I have written previously, my wife Terri and I have been residents of Troy since 1987. We currently live in the Telford Ridge subdivision in the Troy Corners area, having moved here in 1999. We picked it for its quiet residential feel with a bit of small town mixed in. Most all of our neighbors in Telford Ridge and the surrounding areas feel much the same way. I know this because I have gone door to door speaking directly with many of them regarding the proposed development north of Square Lake Rd and east of Livernois, Parcel Id's

88-20-03-351-004

88-20-03-301-023

88-20-03-301-024

88-20-03-301-025

88-20-03-301-088

I believe this is currently being called 'The Village of Hastings' scheduled to be discussed in the Planning Commission meeting on May 28, 2024.

As a Troy Corners area resident, I am strongly OPPOSED to the developer wanting to rezone these R1B areas to any other type of zoning such as a PUD. Additionally, I am OPPOSED to any 3 story structures, such as the ones near the southwest corner of Square Lake Rd, the Tisbury Square Townhouses, or any multi-unit structures of any kind on parcels currently zoned as R1B. As I indicated, I have spoken to many of the Troy Corners area residents, I can say the overwhelming majority of those I have talked to also OPPOSE this proposal.

Changing the zoning for these currently zoned R1B areas will forever negatively affect the area's historical significance by inserting an overly dense condominium development that does not fit with the surrounding R1B zoned neighborhoods. Moreover, it will present unwanted potential utility, drainage, traffic and safety concerns along with significantly negatively impacting residents and wildlife in the area.

If there is to be any development on these parcels, I would support a residential development of single (NOT attached) individual residential homes only, consistent with the current R1B zoning such as those in the Telford Ridge subdivision. However, I am strongly OPPOSED to any such development connecting to the Telford Ridge streets in any way.

At the last Planning Commission meeting the commission seemed to be a 'leaning' toward approving the PUD proposal as a preference to the so-called 'by rights' proposal.

It seemed as though this was to avoid a previous Planning Commission mistake where 3 story condos were approved on the single parcel behind John's Market. Why recommend this PUD proposal that so many are against in order to avoid a previous mistake? It would seem the more prudent and forthright approach would be to work with the developer on the original 'by rights' proposal to make it more acceptable. This PUD proposal would be an even bigger mistake by affecting many more residents in the area. As you know, many Troy Corners area residents have publicly spoken out against this PUD. Unfortunately, I will not have the opportunity to publicly voice my opposition to this proposal on May 28. Please consider this letter to be my strong OPPOSITION to this PUD.

In all the previous meetings regarding this PUD proposal, and I suspect on May 28, you will have heard MANY of those local residents affected by this PUD proposal voice and write their objections to it. Thank you for hearing us. The question is; have you really LISTENED?

Once again, thank you for your service and for taking the time to read through my concerns.

Sincerely,

John Malott 72 Telford Court Troy, MI 48085

PLANNED UNIT DEVELOPMENT AGREEMENT

Entered into between:

CITY OF TROY,

a Michigan Municipal Corporation

and

GFA SQUARE LAKE LLC,

a Michigan limited liability company

Dated:	, 2024

THE VILLAGE OF HASTINGS CONDOMINIUMS PLANNED UNIT DEVELOPMENT AGREEMENT

THIS THE VILLAGE OF HASTINGS CONDOMINIUMS PLANNED UNIT	
DEVELOPMENT AGREEMENT (the "Development Agreement" or "PUD") is made and	
entered into this day of, 2024, by and between THE CITY OF TROY	
("City") a Michigan municipal corporation, with offices located at 500 W. Big Beaver Rd,	Γroy,
MI 48084, and GFA SQUARE LAKE LLC ("Developer"), a Michigan limited liability	
company, with offices located at 3301 Mirage Drive, Troy, Michigan 48083.	

RECITALS

WHEREAS, GFA Square Lake LLC, a Michigan Limited Liability Company is the owner of certain property located in the City of Troy, Michigan, with legal description attached as Exhibit A. This development shall be known as The Village of Hastings Condominiums; and

WHEREAS, the Property consists of undeveloped and vacant land along with four single-family homes, three of which will be preserved as part of the Development; and

WHEREAS, the Property is split zoned Neighborhood Node (NN) and Single Family Residential (R-1B). Due to the split zoning, the development shall be approved for a Planned Unit Development ("PUD"). Developing the project as a PUD will provide for a transition between the commercial buildings located on the corner of Square Lake and Livernois Roads and the residential neighborhoods to the north as well as a safer and more desirable pedestrian connection as described in Exhibit A; and

WHEREAS, The Village of Hastings is a unique community of detached and attached style homes set in a concept to meet the needs of multiple demographics currently found in Troy. The development complies with the Master Plan. The project creates a community and enhances the existing neighboring developments. The site will include extensive landscaping along the existing residential sites to the north and the east, the installation of new sidewalks and paths, and new common green areas within the development; and

WHEREAS, the Developer asserts that the PUD will be a benefit to the community through the redevelopment of underutilized property and will provide an immediate increase in tax base. The units in the Development will be offered for lease and for sale. The plan includes the following amenities: a sports court, a butterfly garden, and other common areas for use by the residents of the PUD; and

WHEREAS, upon execution of this Development Agreement the Property shall be rezoned by the City to PUD, Planned Unit Development, which meets the City's goal of transitional density and residential uses to a mixed single-family community; and

WHEREAS the City and the Developer now desire to enter into this Agreement which, among other things, shall set forth the mutual and respective covenants, obligations, and undertakings of the City and Developer with respect to the Development. All successors and assigns of Developer shall be bound by the terms of this Development Agreement.

NOW, THEREFORE, it is hereby agreed as follows:

1. SUMMARY DESCRIPTION OF THE DEVELOPMENT

PUD Justification:

The current Site Plan has been developed with the input of the City of Troy Planning Commission and the Planning Department. The walkability of the site, the proposed building height, the additional greenspace, and the guest parking are all matters that shall be influenced with the goals in mind to meet the City's PUD standards.

In accordance with the City of Troy Code Chapter 39, Section 11.01, the PUD shall provide enhanced housing options for the City of Troy and allow increased flexibility in design and diverse residential development without sacrificing established community values.

In accordance with the City of Troy Code Chapter 39, Section 11.03, the subject development will consist of a mixture of residential uses that would not be permitted under one zoning classification without the use of a PUD. The site incorporates open space via parks and multiple pathways for pedestrian circulation throughout the site as set forth in Exhibit B. The PUD option creates a natural and smooth transition between the commercial buildings in the Neighborhood Node zoning at the intersection of Square Lake and Livernois Roads to the south, the single-family residential development to the north, and the residential homes to the east.

Density:

The community shall consist of a total of thirty-three (33) single-family residential homes consisting of three existing homes which will remain, eight (8) ranch style single family homes, eighteen (18) two-story attached single-family homes, and four (4) single family duplex homes. The density of this PUD is 5.45 units/acre. The proposed single-family units will range from 1,500 square feet to 2,200 square feet, providing a wide variety of options for existing downsizing residencies and first-time home buyers and seniors.

Road System:

The community will have one entry point to the development from Livernois Road. A paved Emergency Vehicle Access ("EVA") route will be provided for emergency vehicles to access the site from Square Lake Road. The EVA will also serve as a non-motorized connection to the PUD from Square Lake Road The internal roads are designed for efficient flow of traffic within and through the project and will remain private. Residents will enjoy the extensive network of walkways around the project as depicted in Exhibit B. Walkways are designed to be wide enough to accommodate the residents who may need the assistance of a walker, wheelchair, or other similar type of device as well as pedestrians, bicycles and buggies. The parking areas are designed to comply with the Ordinance and are detailed on the Site Plan attached as Exhibit B.

Utilities:

The Village of Hastings Condominiums will connect to and be served by the City's existing water, sanitary, and storm systems. There shall be a connection to both the Square Lake Road and Livernois Road for water and sanitary to service the community development. The storm water shall outlet to the Square Lake Road storm sewer. The storm sewer will utilize storm water infiltration trenches to capture rear and side yard storm water in a few designated areas throughout the development. The utilities shall be designed to meet the requirements of the City of Troy. The impact on Troy's public utilities will be in line with a typical residential development of its size.

Open Space/Common Areas:

As detailed on the attached Site Plan, Exhibit B, the Development will provide 1.3 acres of open space which comprises approximately 24% of the Development's total area. The open space will include two (2) parks; the park located on the north side of the Development will include a sports court and a butterfly garden. The park to the south will include a common area with butterfly planters. These common areas are designed to be inviting to all the residents of the Development and to be utilized by everyone within The Village of Hastings.

Uses:

The Village of Hastings is a mixed unit single-family residential development consisting of both attached and detached units. The attached Site Plan has been developed with feedback from meetings with the Planning Commission and the City Planners. (Exhibit C).

Development Guidelines:

The attached Site Plan depicts the proposed setbacks, building heights, and size of each building to be constructed and includes the parking, driving lanes, landscaping, green spaces, and common areas. (Exhibit B).

Parking and Traffic:

The attached Site Plan, Exhibit B, depicts the proposed parking. Every single-family unit will have a two-car garage. Guest parking is designated on the site plan. (Exhibit B).

Landscaping:

The landscaping is designed to be viable, interesting, and inviting to encourage the residents to spend time outdoors and to utilize the network of sidewalks for exercise and recreation. The attached Landscape Plan showing the proposed landscaping for the project, including the entrances and perimeter of the property are described in Exhibit B.

Natural Resources and Features:

The site currently has moderate tree cover and is located outside of the flood hazard area.

Phasing Information:

The Development will be built in one phase. If Developer is unable to proceed in one phase, Developer shall provide an explanation in writing to the Zoning Administrator to determine, at his sole discretion, whether additional phasing is necessary. The Zoning Administrator may defer the decision to Planning Commission.

Preservation of Three Homes:

The three existing single-family homes located on Livernois Road that are proposed to be preserved were built between 1915 and 1920 and have been well maintained. (Exhibit E). These are homes are identified as follows:

- 1. 6112 Livernois, current parcel number 88-20-03-351-004, four (4) bedrooms and one (1) full bath, 1753 square feet, 846 square feet of basement, 572 square feet garage;
- 2. 6096 Livernois, current parcel number 88-20-03-301-024, three (3) bedrooms, one (1) full bath, 1308 square feet, 840 square feet basement, and no garage; and
- 3. 6074 Livernois, current parcel number 88-020-03-301-025, four (4) bedrooms, one (1) full bath, 2100 square feet, 930 square feet basement, 400 square feet garage.

This PUD Agreement expresses specific intent to preserve these three homes and to maintain the character and historic nature of the houses and integrate them into the new surrounding development. No modifications to these three homes shall be made without the express written consent of the City of Troy. If any of these three homes are destroyed in whole or in part, they shall be reconstructed with substantially the same dimensions outlined above and in such a way as to attempt to recreate the historic nature of the homes as determined by the Zoning Administrator.

Any building plan(s) submitted for a new home on one of these sites shall be prepared and sealed by an Architect registered in the State of Michigan.

Site Topography:

The Topographic Survey sets forth the property's topography, grades, and elevations of the property. (Exhibit B).

Amenities:

This Development shall include amenities for the residents of the development with the main site amenity being the proposed sports court. The extensive sidewalks throughout the site which are designed to encourage walkability throughout the site. This walkability will give the residents access to the parks and the sports court within the development.

Zoning Classification:

The Property has two zoning designations:

- 1. 4.9 acres fronting Livernois Rd., Zoned R-1B; and
- 2. 1.1 acres fronting Square Lake Rd., Zoned NN.

The land surrounding the development is developed and zoned as follows:

North – zoned as R-1B; East – zoned as R-1B; West – zoned as R-1B & NN; and South – zoned as NN.

Specification of Deviations:

The proposed project complies with the City of Troy's Master Plan and helps to create a smooth transition between the commercial Neighborhood Node district and the residential houses to the north and the east. The community shall have a mix of unit styles and is coupled with the mix of zoning within the property through means of the PUD and as is permitted in the zoning ordinance R-1B zoning setbacks. The R-1B zoning requires a 45-foot rear yard setback and a 40-foot front yard setback and the front and rear yard setbacks are to be 30 feet, except for units 15-18, where the rear setback have been noted on the plan. The building height adheres to the City Ordinance standards, and the side setbacks, open space, and building coverage are to be greater than the minimum requirement per the City of Troy's Zoning Ordinance as set forth in Exhibit B attached.

Community Impact Statement:

The development creates a valuable and beneficial opportunity for the City of Troy to approve a development on a vacant parcel that is readily available for the right type of development. The project is consistent with the City's Master Plan which identifies the property for a combination of single-family development and a neighborhood node development. The proposed use offers an ideal transition from the commercial uses at the intersection of Livernois and Square Lake to the residential development both to the north and east. This unique lifestyle development concept will offer an integrated blend of single-family units that responds to the changing need for enhanced and diverse housing and community options for the citizens of Troy. By approving this proposed PUD, the City of Troy shall allow the development of additional Missing Middle Housing in a Neighborhood Node district. The NN district has been targeted for the Missing Middle Development in the City of Troy's Master Plan. The project has preserved and incorporated existing century year old houses into the development and will create multiple parks for the use of and enjoyment by the residents and their guests.

2. ADHERENCE TO REQUIREMENTS FOR DEVELOPMENT

The Property shall be developed and improved in full compliance with the following documents which comprise all of the Development Documents.

- a. The Code of Ordinances for the City of Troy.
- b. The Preliminary Site Plan for The Village of Hastings Condominiums prepared by PEA Group revisions dated May 13, 2024 and is otherwise referred to as the Concept Development Plan/Preliminary Development Plan ("CDP/PDP") attached as Exhibit B.
- c. The City of Troy Engineering Design Standards and any other reasonable conditions which might be required by the City's Engineer.
- d. This Development Agreement and any conditions imposed herein.

The Developer and City acknowledge and agree that rezoning of the Property to PUD constitutes approval of the CDP/PDP for general configuration, road layout, location and amount of land occupied by permitted uses, building separation and setbacks, subject to final site plan review and approval.

All future owner(s) of the Property shall be bound by the terms of this Development Agreement and the Developer's authority and responsibilities stated herein. It shall be the responsibility of the Developer to provide notice of these requirements to all future owner(s) of the Property. A homeowner's association shall accept responsibility for maintenance of its portion of the regional storm pond, internal streets, landscaping and amenities.

3. <u>INTENT OF DEVELOPMENT</u>

The Village of Hastings Condominiums will be a quality residential community designed to appeal to prospective Troy home buyers looking for several new home options, including both single family living and maintenance free living, all set in a village atmosphere accompanied by integrated amenities and open spaces. It is the Developer's intent to construct quality units that will be targeted toward buyers seeking housing products that are severely lacking in the area. Homeowners who are looking to have a sense of community will find the offerings to be an attractive housing option. This Development will provide a vibrant diverse community that builds off our success over the years.

4. ADHERENCE TO ORDINANCES

The Property shall be developed as depicted in the CDP/PDP. (Exhibit B). Developer shall comply with the Zoning Ordinance of the City in effect at the time of construction of the Development, except where modified by this Development Agreement. Developer shall fully comply with all engineering and other local, state and federal codes and regulations in effect at the time of construction of the Development, unless superseded or otherwise covered in this Development Agreement. Permitted uses shall be limited to single family and condominium

residences and all accessory uses thereof as regulated by the City of Troy Zoning Ordinance and the flexibility as allowed under the Zoning Enabling Act for Planned Unit Development.

Development standards shall conform to the CDP/PDP as shown on **Exhibit B** and established per the Schedule of Regulations and Modifications within the City of Troy PUD Ordinance and the Michigan Zoning Enabling Act, Public Act 110 of 2006 as amended. MCL 125.3101 *et seq*.

5. PERMITS AND AUTHORIZATIONS

The City shall grant to Developer and its contractors and subcontractors all City permits and authorizations necessary to modify the existing utilities including electric, telephone, gas, cable television, water, storm and sanitary sewer to the Property and to otherwise develop and improve the Property in accordance with approved plans, provided the Developer has first made all requisite applications for permits, complied with the requirements for said permits, and paid all required fees. Any applications for permits from the City will be processed in the customary manner. The City will cooperate with Developer in connection with Developer's applications for any necessary county, state, federal or utility company approvals, permits or authorizations to the extent that such applications and/or discussions are consistent with the CDP/PDP, and this Development Agreement.

The Developer is permitted to sell units in The Village of Hastings Condominiums from an offsite location within the City or the surrounding area in lieu of a temporary sales trailer, if desired by the Developer.

Building Permits: With the exception of the model home as described in this Development Agreement, building permits shall not be issued until all public site improvements have been accepted and approved by the governmental agency having jurisdiction. Alternatively, the Developer may post sufficient bonding or a letter of credit to obtain building permits prior to final installation and acceptance of such facilities.

Other governmental approvals: It is understood that construction of some of the improvements included in the Development will require the approval from other governmental agencies.

Model units: One model unit per building type shall be permitted at locations to be determined by the Developer. The model units may be staffed by licensed real estate agents during normal daytime hours up to seven days a week. One lot may be established as a temporary parking lot at each model at a location to be determined by the Developer. At the risk to the Developer, construction of the model homes shall be permitted prior to the completion and acceptance of land development. The model building permit shall be expeditiously reviewed by the City immediately following final engineering plan approval.

6. <u>DEVELOPMENT SEQUENCE</u>

The parties agree and acknowledge that the approved plans represent the current intent of the Developer to develop the Property, with the knowledge and market condition information possessed by the Developer as of the present date. The parties acknowledge that housing market conditions may change over time, which could cause the Developer to change its plans. Site improvements reasonably necessary or reasonably related to any particular building, including without limitation road improvements, storm drainage facilities, sidewalks and landscaping, will be made at the time of construction of such particular building, as determined through the site plan process. Provided that the Developer is proceeding in good faith and with due diligence to develop the Project in light of existing economic conditions, and is otherwise in compliance with this Development Agreement and City ordinances, the City will not unreasonably refuse to extend any time periods for Project completion for a reasonable time to enable the Developer to complete the Development. The Developer shall provide City Staff with a written report of the status of the development of the Project on an annual basis commencing one year from the date of this Development Agreement until the Development is completed. Time is of the essence to this Development Agreement. The CDP/PDP shall be in effect for a period of three (3) years, during which time Developer shall obtain building permits and commence construction of the Development within 18 months following approval of the CDP/PDP and substantially complete construction of the Development within 42 months once commenced. The Development shall be completed in one phase.

7. ENGINEERING PLAN

The Developer shall prepare and submit for review and approval detailed engineering plans for improvements. Such plans shall be reviewed by the City Engineer to ensure that they are substantially consistent with the CDP/PDP and other applicable requirements. The Developer will make diligent and good faith efforts to obtain all approvals and permits on a timely basis, and the City will, in a timely manner, process all reviews and approvals required of it.

8. WATER, SANITARY AND STORM SEWER SYSTEMS

Developer shall, at its sole expense, construct and install all connections tying into the municipal water and sanitary sewer systems. The Developer shall convey to the City easements necessary for the City's access to sewer and water facilities within the Development or such facilities will be installed in City rights-of-way.

The Developer shall undertake storm water management, including construction of the detention pursuant to the City requirements. The detention may be dedicated to the City if accepted by the City or if private shall be maintained by the Homeowners Association.

9. ROADS, DRIVES AND PARKING

a) The Developer shall construct the roads as depicted on **Exhibit B**. The roads shall be private and will be maintained by an established homeowner's association.

b) Parking shall be provided onsite in the designated spaces as shown on **Exhibit B** and on street parking shall be permitted as depicted.

10. ARCHITECTURAL AND SITE DESIGN GUIDELINES

Dependent on specific housing product, building elevation materials will consist primarily of brick, stone, Hardie board siding and/or high-quality vinyl siding as shown on the conceptual architecture drawings (**Exhibit C**).

Development standards will generally conform to the Site Plan CDP/PDP as shown on **Exhibit B** and established per the City of Troy PUD Ordinance. Unless otherwise described in this Planned Unit Development Agreement, all architectural and site design guidelines shall meet City Ordinances and regulations.

11. LANDSCAPING AND MAILBOXES

- a) Developer shall provide frontage and internal landscaping which shall meet or exceed replacement requirements as depicted on **Exhibit B**.
- b) Mailboxes shall be installed in cluster boxes, as approved by the United States Postal Office.

12. SIGNAGE

Any proposed signs for the Development shall comply with the City's sign ordinance, Chapter 85.

13. <u>AMENITY AND IMPROVEMENT COMPLETION</u>

- a) Amenities shall be installed per the Landscape Plan (Exhibit B).
- b) In the event of a home closing in a time of year that does not allow for certain exterior items to be completed (i.e. concrete during the winter season) then a temporary certificate of occupancy may be issued. In the event a bond is required to be posted by the Developer with Chirco Title Agency Inc. and Westcor Land Title Insurance Company to secure completion and to facilitate a closing of the home, then the evidence of the bond shall be provided by the Developer to the City. The bond shall not be released until the City issues a certificate of occupancy on the home.

14. MINOR MODIFICATIONS TO APPROVED PUD SITE PLANS.

Minor modifications to the approved PUD Site Plan for the Project which are consistent with the intent of this Development Agreement may be approved administratively by the City's Zoning Administrator, which approval shall not be unreasonably withheld. Minor modifications which are approved by the Zoning Administrator shall not require an amendment to this Development Agreement, but shall be in writing and become a part of this Development

Agreement. For purposes of this Development Agreement, "minor modifications" shall mean as any change that does not significantly or substantively alter the site plan or the conditions set forth in this Agreement. The determination of whether a change to the site plan is a minor modification is at the reasonable discretion of City Staff. If a modification is not minor, then the revised site plan shall be submitted to the Planning Commission for review and proposed recommendation to Council. Any necessary minor modifications to the Site Plan must be approved by the City in writing.

Minor modifications do not include, by way of example, any change that would alter the specific use allowed by this Development Agreement, any change that would relieve the Developer of its obligations to construct improvements including roads, stormwater system, or any change that would result in a decrease or elimination of open space or preserved areas.

15. CONDOMINIUM ASSOCIATION

The Developer shall have the responsibility to legally organize condominium association for all parts of the residential development. The Master Deeds and Bylaws for the condominium shall set forth the restrictions and regulations contained in this Development Agreement; prescribe the responsibilities of the condominium association; set forth the manner, method and timing of transferal of maintenance responsibilities for common areas, and other facilities to the association; provide a feasible method of funding maintenance activities, such as annual dues and/or assessments; and reserve rights to the City to assess private property owners for the cost of maintenance of any common areas and roads.

The Developer shall be responsible initially for maintenance of roads, walkways, landscaped areas, open space areas until the Developer assigns such responsibilities either to the City or to the condominium association to be organized. Following the assignment of such maintenance responsibilities to the City or condominium association, the Developer shall have no further maintenance obligations for such improvements.

16. REIMBURSABLE COSTS

- a. Developer shall reimburse the City for the following costs:
 - i. All reasonable planning, engineering and any consultant fees incurred in connection with the review and approval of the Development, in accordance with the City's Planning Services Fee Schedule.
 - ii. All reasonable planning, engineering and any consultant fees, along with applicable permit and inspection fees, which may be incurred throughout the construction of the Project as a result of any required inspections or actions taken to ensure compliance with the Development documents.
- b. In addition, Developer shall be responsible for all costs associated with the submission to the City and consideration of all plans and documents associated

with the Development, including, but not limited to, site plans, landscaping plans, engineering plans, as-built plans, permits, inspections, etc. Further, Developer shall be responsible for all costs related to variance requests, special use requests, and review and approval of any other agreements associated with the Development, and other similar documents, plans and costs.

17. <u>REMEDIES</u>.

In the event that a party believes that the other party is not acting reasonably or in conformity with this Development Agreement, then the aggrieved party may petition the Oakland County Circuit Court to resolve such dispute and the parties shall make themselves immediately available for a hearing on a date to be set by the Court. In the event that the Court finds that party has not acted in good faith or in conformity with this Development Agreement, then the Court may order reasonable costs and attorney fees incurred to the prevailing party. All remedies afforded in this Development Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided by law and in equity.

18. MISCELLANEOUS

a. **Binding Effect**

This Development Agreement shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. The rights and obligations contained in this Development Agreement shall run with the Property.

b. Authority

This Development Agreement has been duly authorized by all necessary action of Developer and the City, the public hearing held on April 9, 2024 and the subsequent recommendation for approval made by Planning Commission on May 28, 2024, and approval of the City Council at the public meeting held_______, 2024 in accordance with the laws of the State of Michigan, and the Ordinances of the City. By the execution of this Development Agreement, the parties each warrant that they have the authority to execute this Development Agreement and bind the Property in its respective entities to its terms and conditions.

c. Amendment

This Development Agreement may not be modified, replaced, amended, or terminated, without the prior written consent of the City and the Developer or its successors in title to the Property as of the date of the modification, replacement, amendment, or termination. The City of Troy Zoning Board of Appeals shall not have any authority to grant any variances for any of the subject matter contained within this Development Agreement. Modifications to the General Development Plan shall be made

in accordance with the requirements and procedures set forth in City zoning ordinance and the Planned Unit Development Agreement.

The Developer and the City agree to amend this Development Agreement and the Exhibits attached hereto as may be necessary or required to comply with the requirements of any federal, state or county statue, ordinance, rule, regulation, or requirement relating to the Planned Unit Development, and that any such amendment shall be effective as if originally set forth herein. In addition, the Developer and the City agree to amend this Development Agreement and the Exhibits attached hereto as may be appropriate, necessary, or required in order to conform to any final surveys and engineering requirements and any final plats or plans that shall have been approved by The City of Troy from time to time.

d. <u>City Not Responsible for Damages</u>

The Developer agrees that, absent gross negligence or willful misconduct on the part of the City, its employees, agents, representatives or contractors, or by reason of the City's course of conduct resulting in a continuing or material default of its obligations under this Development Agreement, the City shall not be responsible to the Developer for damages arising out of a claimed breach of this Development Agreement. In such event, the Developer's sole remedy (except in the event of a material defect) shall be a claim for specific performance in the Oakland County Circuit Court. In the event of any litigation relating to this Development Agreement, the prevailing party (as determined by the trial Court) will be entitled to reimbursement of reasonable attorney fees and costs.

e. Entire Development Agreement: Termination

This Development Agreement constitutes the entire agreement between the parties relating to the subject matter herein and may not be modified replaced or amended, without the prior written consent of the Developer and The City of Troy.

f. Modification.

Except as provided in section 14 above, this Development Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Development Agreement.

g. Governing Law.

This Development Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

h. Counterparts.

This Development Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The

signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

i. Successors and Assigns.

The terms, provisions and conditions of this Development Agreement are and shall be deemed to be of benefit to the Property and shall run with and bind the Property, and shall bind and inure to the benefit of the successors and assigns of the parties to this Development Agreement. Developer shall record, at its sole cost, a copy of this Development Agreement in the Oakland County Register of Deeds, and provide a recorded copy to the City.

j. Partial Invalidity.

Invalidation of any of the provisions contained in this Development Agreement or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

k. No Partnership.

None of the terms or provisions of this Development Agreement shall be deemed to create a partnership or joint venture between Developer and the City.

l. Notice

Unless later information is provided, notices under this Development Agreement will be provided to:

To Owner and Developer

GFA Square Lake LLC
By GFA Development Inc.
3301 Mirage Drive
Troy,Michigan 48083

Email: gabitheira@wideopenwest.com

Law Offices of Robert A. Jacobs, PLC 121 West Long Lake Road, Suite 200 Bloomfield Hills, Michigan 48304 Email: jacobs@rjacobsplc.com

To City:

Community Development Director

City of Troy

500 W. Big Beaver Rd. Troy, Michigan 48084 (248) 524-3364 (phone) SavidantB@troymi.gov

With a Copy to: City Attorney

City of Troy

500 W. Big Beaver Rd. Troy, Michigan 48084 (248) 524-3259 (fax) BluhmLG@troymi.gov

m. Integration Clause.

This Development Agreement is intended as the complete integration of all understandings between the parties related to the subject matter herein. No prior contemporaneous addition, deletion or other amendment shall have any force or effect whatsoever, unless referenced in this Development Agreement. No subsequent notation, renewal, addition, deletion or other amendment shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties required herein, other than conditions which may be attached to final site plan approval.

IN WITNESS WHEREOF, the parties have caused this Development Agreement to be executed on the day and year recited above.

	CITY OF TROY a Michigan municipal corporation		
	By: Its:	Ethan Baker Mayor	
STATE OF MICHIGAN)			
) ss COUNTY OF OAKLAND)			
The foregoing Development Agreement value the Mayor of the City of Troy, on the		• • — — — — — — — — — — — — — — — — — —	
, Notary Publi Oakland County, Michigan My Commission Expires: Acting in Oakland County	- c		
•	continu	ed on next page)	

IN WITNESS WHEREOF, the parties have caused this Development Agreement to be executed on the day and year recited above.

	CITY OF TROY a Michigan municipal corporation		
	By: Its:	M. Aileen Dickson Clerk	
STATE OF MICHIGAN) ss			
COUNTY OF OAKLAND) The foregoing Development Agreement wa Clerk of the City of Troy, on theday o		•	, the
, Notary Public Oakland County, Michigan			
My Commission Expires:Acting in Oakland County			

(Signatures continued on next page)

GFA SQUARE LAKE LLC a Michigan limited liability company

By: GFA Development Inc. a Michigan corporation, Its: Manager

	By: Gary Abitheira Its: President and Sole Member		
ACKNOWLEDGEMENT			
STATE OF MICHIGAN) ss			
COUNTY OF OAKLAND)			
Michigan by Gary Abitheira, the Presid	at was acknowledged before me in Oakland County, dent of GFA Development Inc., a Michigan corporation, LLC, on the day of, 2024.		
, Notar	ry Public		
County, Michigan My Commission expires: Acting in Oakland County			
This Instrument Drafted By: Robert A. Jacobs, Esq. Robert A. Jacobs, PLC 121 West Long Lake Road, Suite 200 Bloomfield Hills, Michigan 48304 When recorded, return to drafter.			
Recording Fee \$ County Transfer Tax: Exempt pursuant State Transfer Tax: Exempt pursuant to	* /		
J:\9123\048\00317904.DOCX			

Table of Exhibits

Exhibit A: Property Description

Exhibit B: General Development Plan

Exhibit C: Conceptual Architecture Drawings

Exhibit D: Planning Commission Minutes

Exhibit E: Photos of existing homes that will remain (Applicant will submit photos prior to

August 12, 2024 City Council Meeting)

Exhibit A

Property Description

(Combined Parcel Per PEA Group)

Part of Lots 19 and 22 of "Supervisors Plat No. 711 as recorded in Uber 45 on pages 21 and 21A, Oakland County Records, together with part of the Southwest 1/4 of Section 3, Town 2 North, Range 11 East, City of Troy, Oakland County Michigan and being more particularly described as Commencing at the Southwest Corner of said Section 3; thence along the south line of said section, S89°43'0011E, 643.50 feet; thence N00°08'00"W, 74.00 feet to the north line of East Square Lake Road, 74' half width, and the Point of Beginning; thence along said north line, N89°43'00"W, 29.62 feet; thence N01 015'45"E, 72.26 feet to the north line of said Lot 22, said line also being the south line of said Lot 19; thence along said south line N89°43'00"W, 212.46 feet; thence N01033'55"E, 98.99 feet; thence S89°43'00"E, 59.44 feet; thence N01 015'45"E, 121.05 feet to the easterly extension of the north line of Lot 18 of said Supervisors Plat; thence along said line, N89°43'00"W, 430.98 feet to the east line of Livernois Road, 33' half width; thence along said east line, N00°34'30"E, 463. 76 feet to the easterly extension of the south line of

"Telford Ridge" as recorded in Uber 206, page 24 Oakland County Records; thence along said south line, S89°43'0011E, 297.00 feet to the west line of said Telford Ridge; thence along said west line, S00°34'30"W, 170.00 feet to the south line of said Telford Ridge, said line also being the north line of the south 660 feet of the southwest 1/4 of said Section 3; thence along said south line, S89°43'00"E, 305.34 feet to the west line of tax parcel 20-03-301-033; thence along said west line,S00°08'0011E, 586.02 feet to the aforementioned north line of East Square Lake Road and the Point of Beginning.

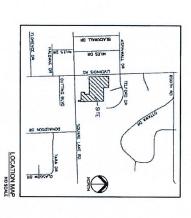
Containing 6.313 acres of land more or less.

Exhibit B General Development Plan

PLANNED UNIT DEVELOPMENT CONCEPT DEVELOPMENTAL PLAN

THE VILLAGE OF HASTINGS

PART OF THE SW 1/4 OF SECTION 3, T. 02N., R. 11E., CITY OF TROY, OAKLAND COUNTY, MICHIGAN



GROUP

DESIGN TEAM
OWNER/APPLICANT/DEVELOPER

PEA GROUP
-989 POND RIM
AUSUPENHILS IM 48326
AUSUPENHILS IM 48326
PHONE SAL 193299 PEA
EMAIL 17HDMPSONSPEAGROUP COM
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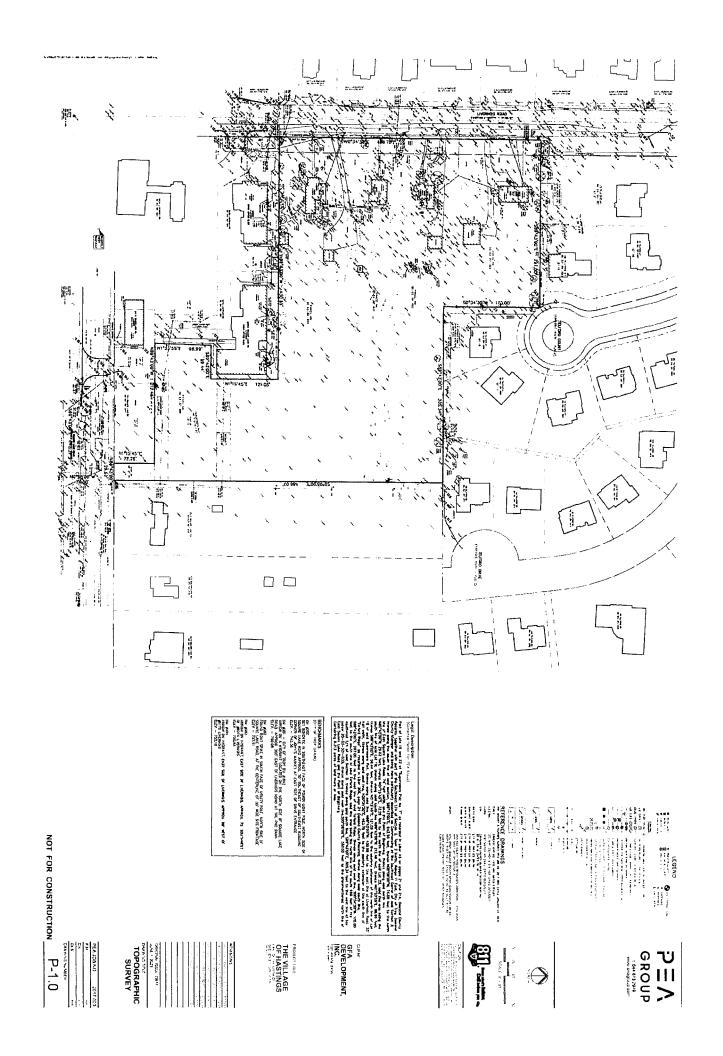
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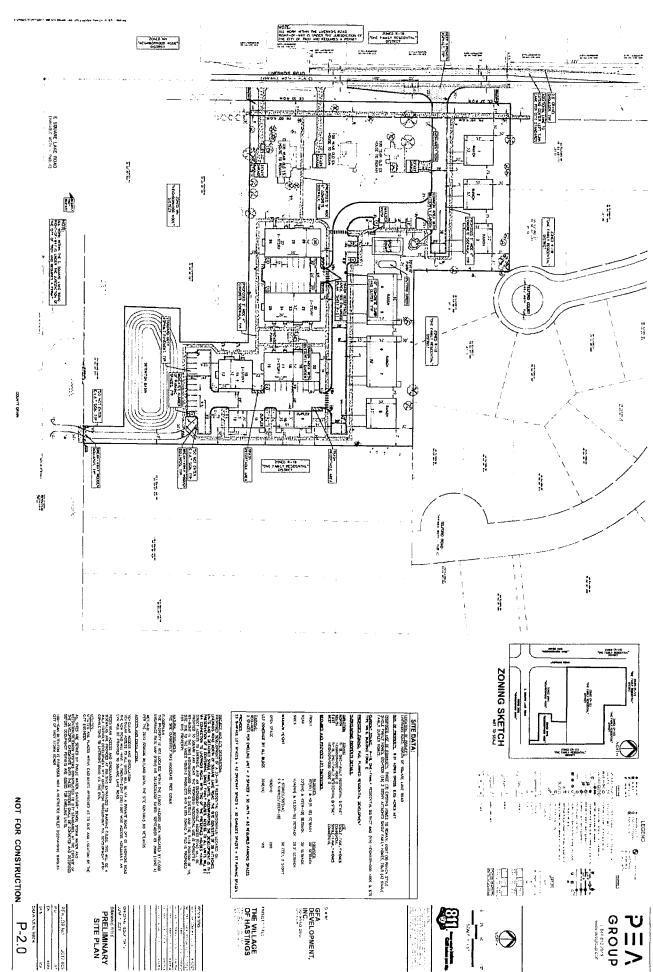
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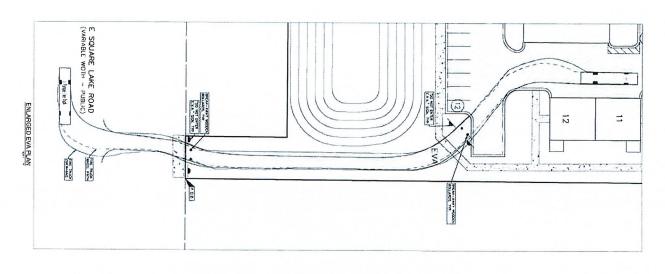
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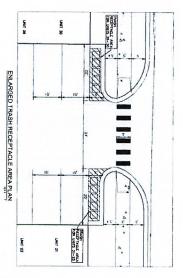












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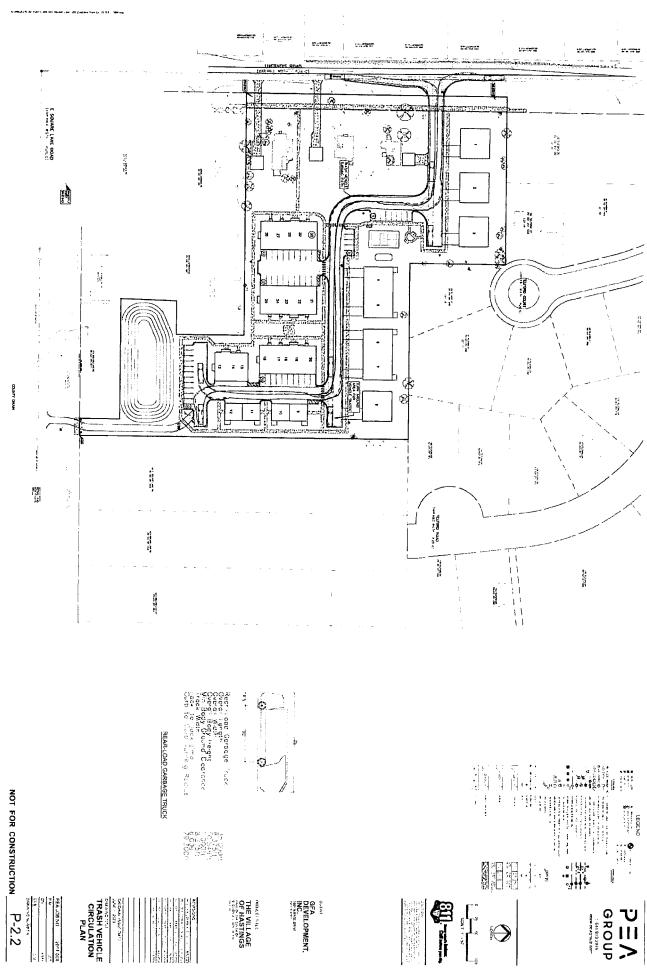


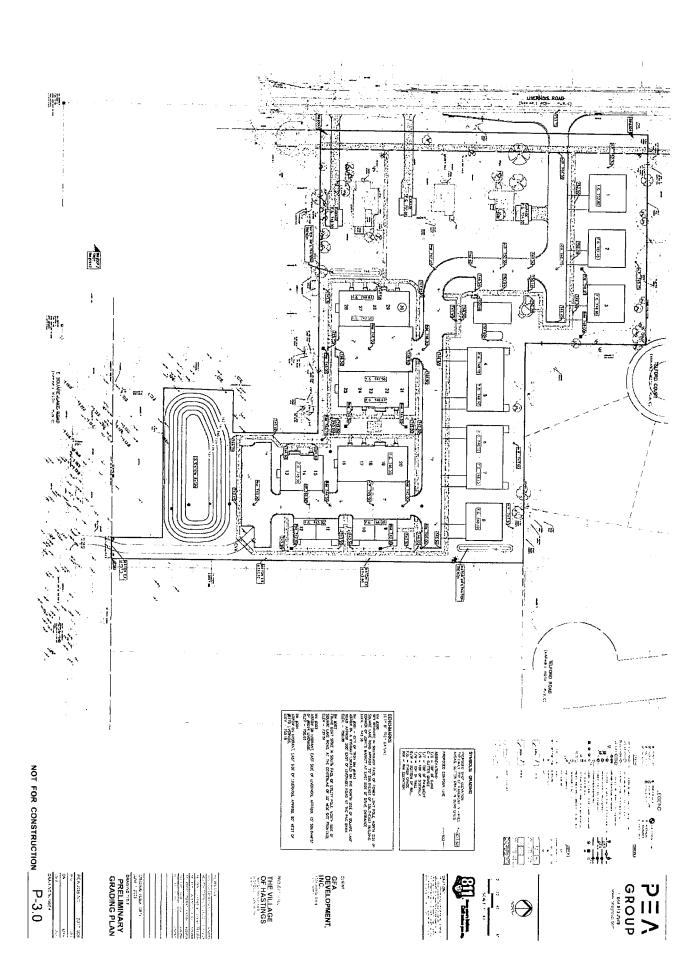


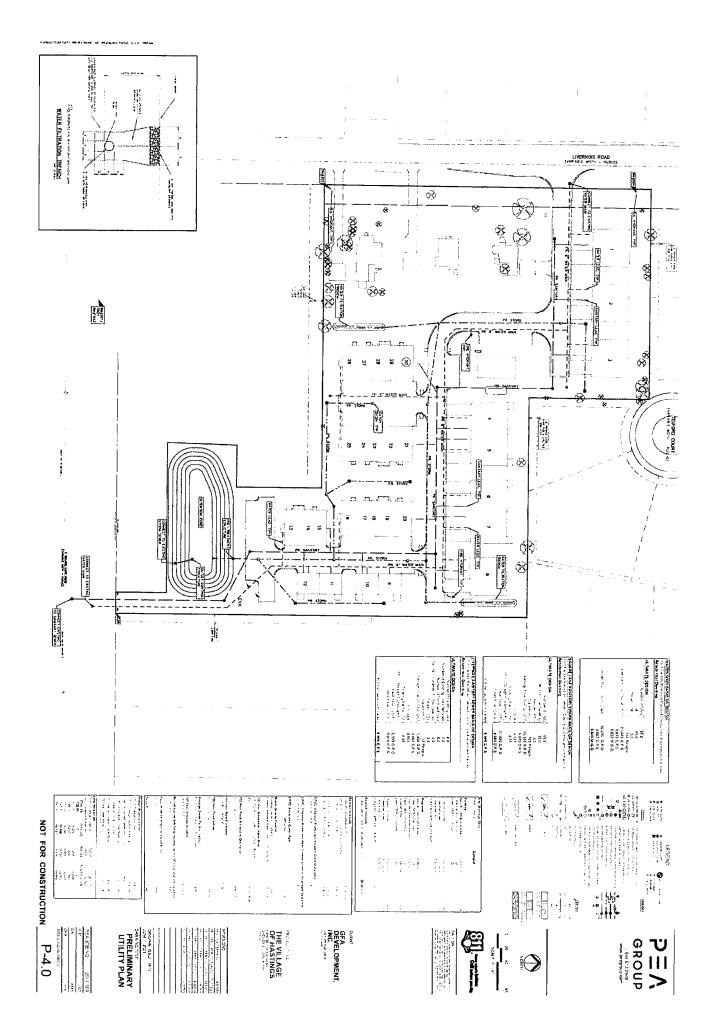
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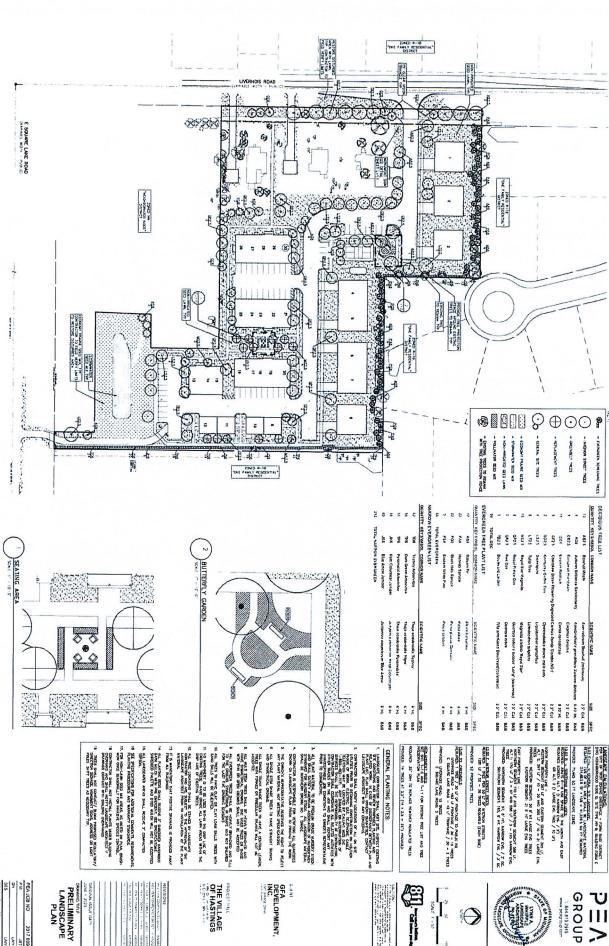
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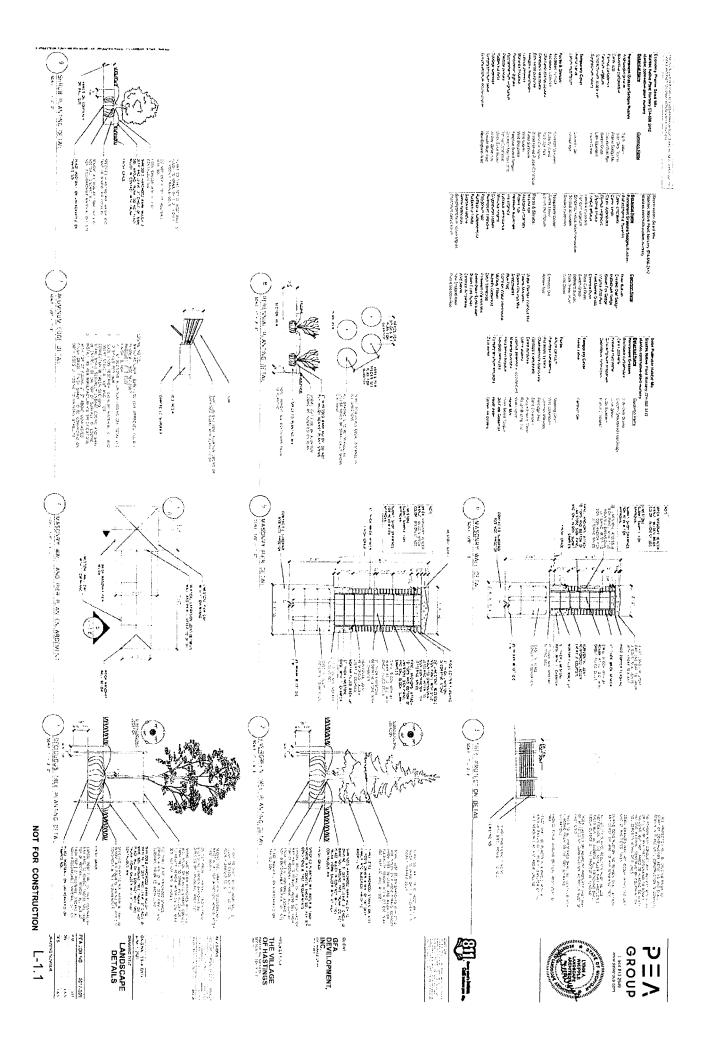
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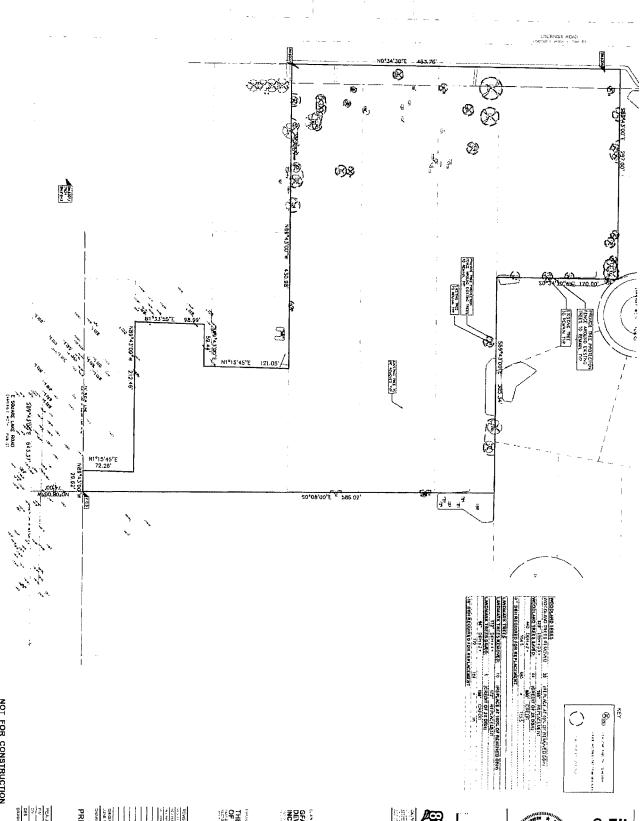
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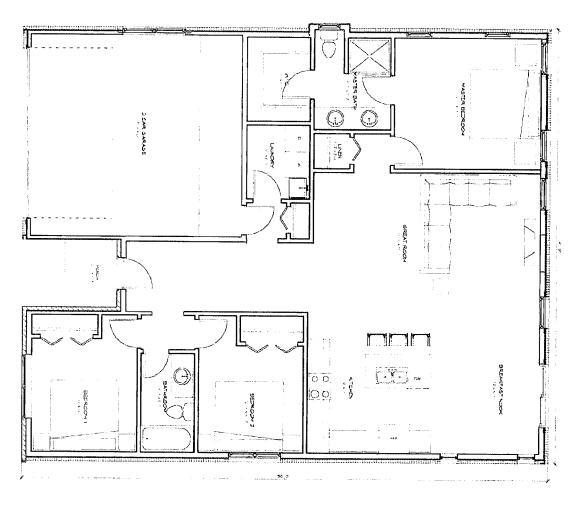








Exhibit C Conceptual Architecture Drawings



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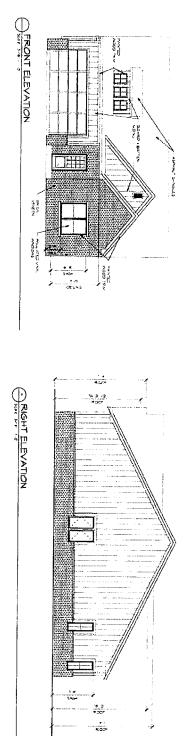
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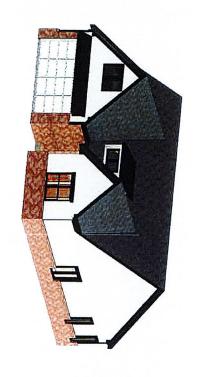
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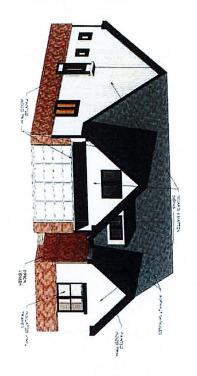
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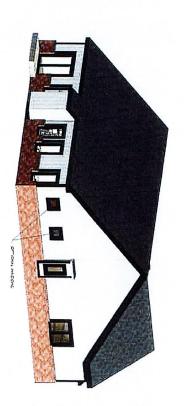
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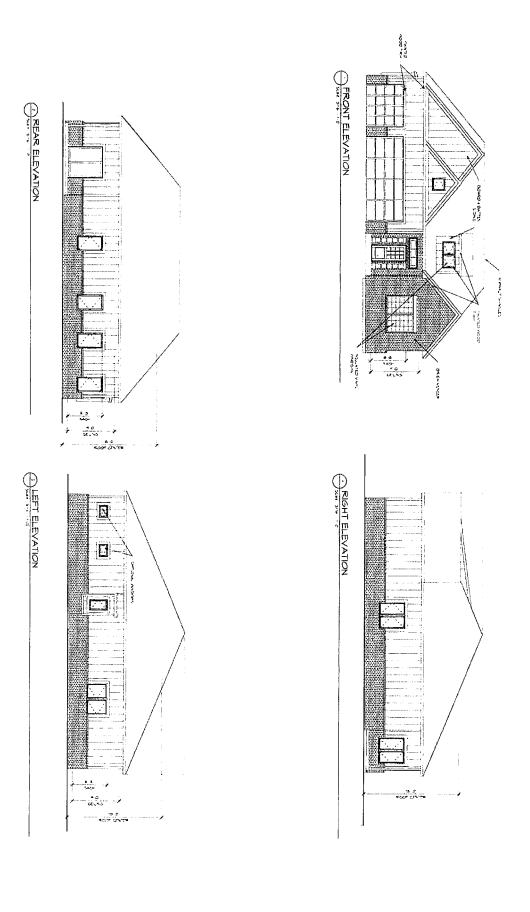
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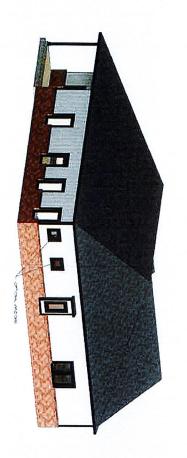
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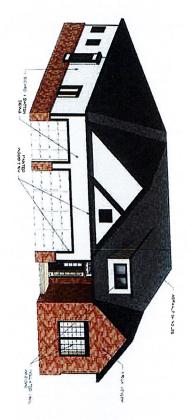
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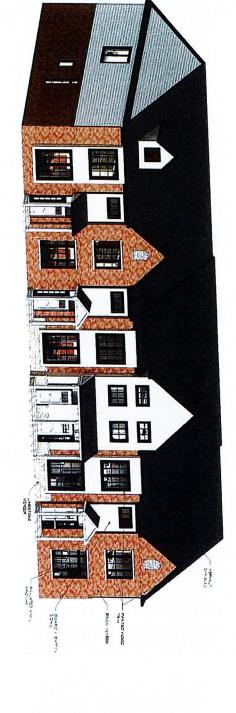
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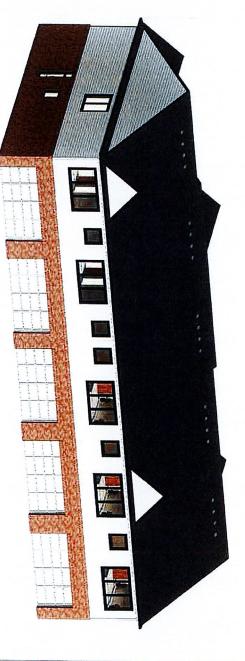
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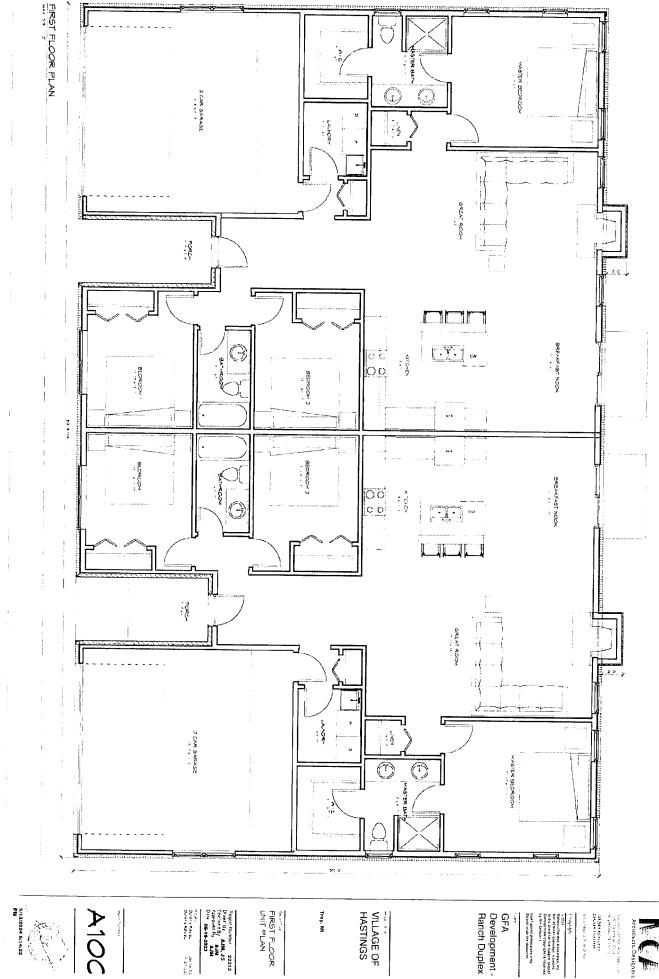


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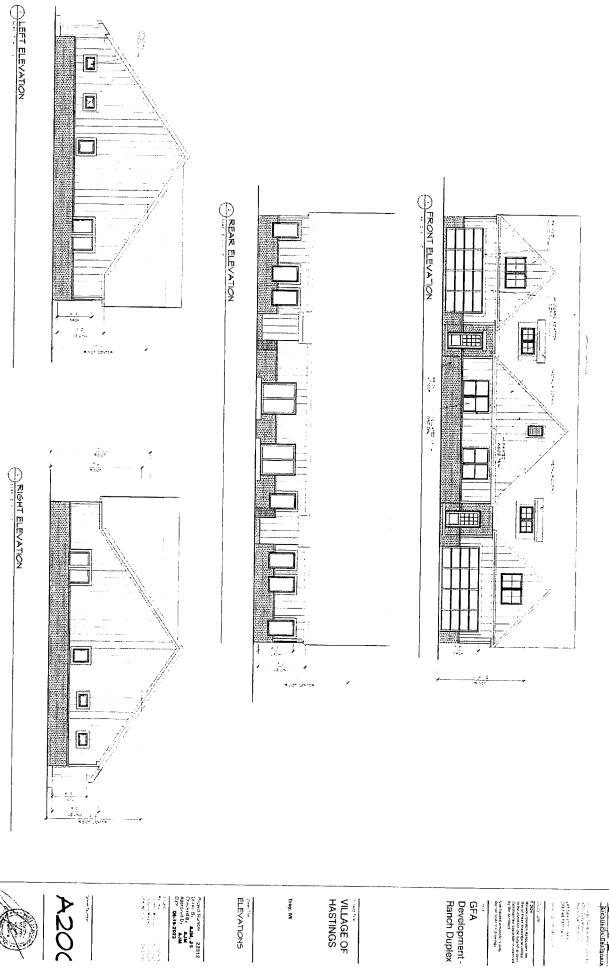
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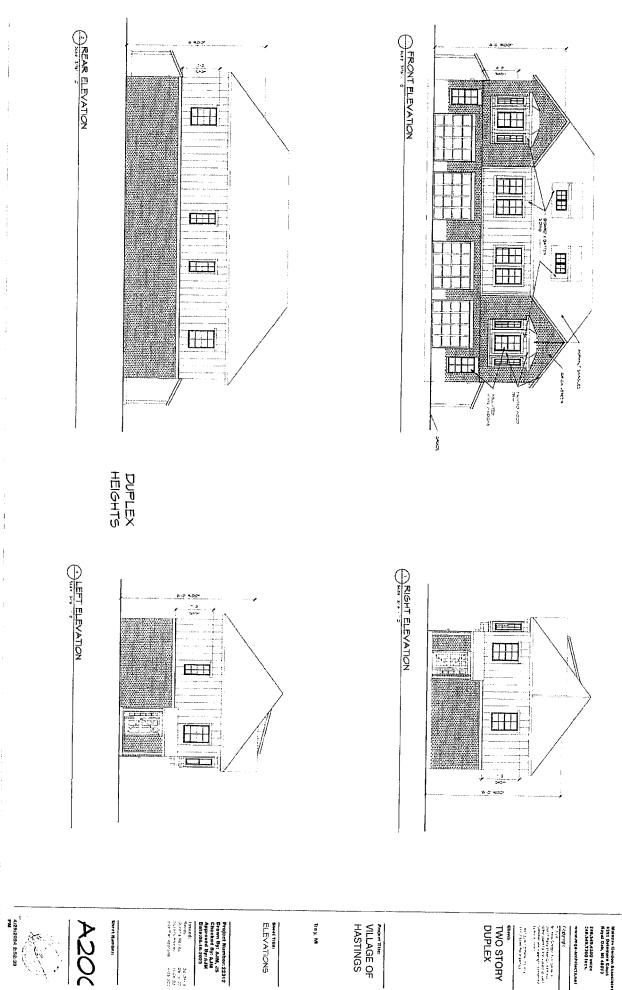
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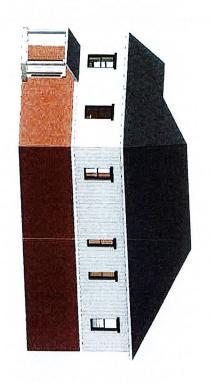
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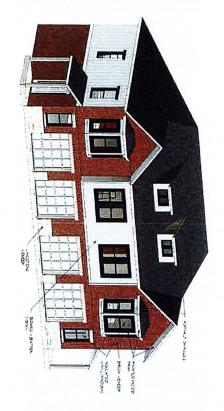
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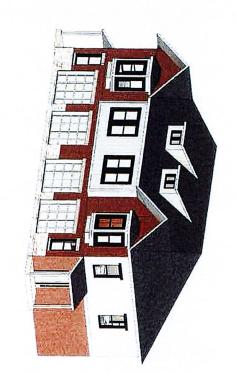
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Exhibit D

Planning Commission Minutes

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PLANNING COMMISSION MEETING AGENDA REGULAR MEETING

Marianna Perakis, Chair, Lakshmi Malalahalli, Vice Chair Toby Buechner, Carlton Faison, Tyler Fox, Michael W. Hutson, Tom Krent, Dave Lambert and John J. Tagle

June 11, 2024 7:00 P.M. Council Chambers

- 1. ROLL CALL
- 2. APPROVAL OF AGENDA
- 3. APPROVAL OF MINUTES May 28, 2024
- 4. PUBLIC COMMENT For Items Not on the Agenda

PRELIMINARY SITE PLAN APPROVAL

5. <u>PRELIMINARY SITE PLAN APPROVAL (JPLN2024-0009)</u> – Proposed Town Haven Site Condominium, 19 units, South of Wattles, West of Rochester (Parcels 88-20-22-226-023 and 88-20-22-226-024), Section 22, Currently Zoned R-1C (One-Family Residential) District.

OTHER ITEMS

- 6. PUBLIC COMMENT For Items on the Agenda
- 7. PLANNING COMMISSION COMMENT
- 8. ADJOURN

Chair Perakis called the Regular meeting of the Troy City Planning Commission to order at 7:08 (7:06) p.m. on May 28, 2024, in the Council Chamber of the Troy City Hall. Chair Perakis and Vice Chair Malalahalli presented opening remarks relative to the role of the Planning Commission and procedure of tonight's meeting.

1. ROLL CALL

Present:

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

Absent:

John J. Tagle

Also Present:

R. Brent Savidant, Community Development Director Salim Huerta Jr., Commercial Project Collaborator Allan Motzny, Assistant City Attorney Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF AGENDA

Resolution # PC-2024-05-027

Moved by: Faison Support by: Fox

RESOLVED, To approve the agenda as prepared.

Yes:

All present (8)

Absent:

Tagle

MOTION CARRIED

3. <u>APPROVAL OF MINUTES</u> – May 14, 2024

Resolution # PC-2024-05-028

Moved by: Fox Support by: Faison

RESOLVED, To approve the minutes of May 14, 2024 Regular meeting as amended.

Yes: Buechner, Faison, Fox, Hutson, Krent, Lambert, Perakis

Abstain: Malalahalli

Absent: Tagle

MOTION CARRIED

4. PUBLIC COMMENT – For Items Not on the Agenda

Walt Storrs, 5675 Martell; addressed concerns with existing flooding issues in the Sylvan Glen III subdivision.

PLANNED UNIT DEVELOPMENT

5. PLANNED UNIT DEVELOPMENT (File Number PUD 020 JPLN2023-0021) - CONCEPT DEVELOPMENT PLAN (CDP) AND PRELIMINARY DEVELOPMENT PLAN (PD) APPROVAL – The Village of Hastings PUD, East side of Livernois, North of Square Lake, PIN 88-20-03-301-088, -023, -024, -025 and 88-20-03-351-004, Section 3, Presently Zoned NN (Neighborhood Node "Q") and R-1B (One Family Residential) Zoning Districts

Mr. Savidant presented a brief background of the Village of Hastings PUD application and addressed the revisions to the application since last reviewed by the Planning Commission at their April 9, 2024 meeting. He said the revised plan addresses concerns relating to the building design and architecture, EVA (Emergency Vehicle Access) access and signage, extension of sidewalks and inclusion of crosswalks and trash pickup arrangement.

In summary, Mr. Savidant asked the Planning Commission to discuss whether the current proposal is consistent with the Master Plan and whether it meets the Site Plan Review Design Standards and the PUD Standards.

Gary Abitheira was present and said he had nothing more to add to the presentation given by the administration.

There was discussion, some comments related to:

- Trash removal arrangement among different housing units.
- Potential to provide right and left hand turning lanes on Livernois.
- Favorable comments on the revised elevations, preservation of historic homes and the applicant's dedication to work with the Planning Commission.

Mr. Savidant explained the review and approval process of a PUD application. He said the Planning Commission is a recommending body only and that the City Council has the final decision on the application. Mr. Savidant stated a PUD Agreement would be prepared prior to the City Council consideration of the application, noting it is a legal contract between the City and the developer.

Mr. Savidant said numerous email messages received from the public since the April 9 meeting date were provided to the Planning Commission either in the agenda packet or at their seat prior to the beginning of tonight's meeting.

A count was taken to determine the number of persons in the audience who were in support or in opposition of the proposed PUD application. There were 57 residents in opposition; one in support.

Mr. Fox cited data he researched on a U.S. Census survey relating to property values and home sales in communities with a mix of single family and multi-family homes in comparison to communities with only single family homes. The data signifies communities with a mix of single family and multi-family homes have higher property values and higher home sales. Mr. Fox said he is in support of the PUD application.

Resolution # PC-2024-05-029

Moved by: Fox

Seconded by: Malalahalli

WHEREAS, The applicant GFA Development, Inc. seeks Conceptual Development Plan (CDP) and Preliminary Development Plan (PDP) approval for the Village of Hastings Planned Unit Development (PUD), located on the east side of Livernois, north of Square Lake, in Section 3, approximately 6.05 acres in area; and

WHEREAS, The Village of Troy PUD features 3 detached single-family homes, 8 ranch style single family homes, 18 two-story attached homes and 4 single family duplex homes, for a total of 33 residential units; and

WHEREAS, The proposed development accomplishes a significant number of the Standards of Approval as per Section 11.03.B.

BE IT RESOLVED, That the Planning Commission recommends to City Council that Concept Development Plan Approval and Preliminary Development Plan Approval for the proposed Village of Hastings be granted.

Discussion on the motion on the floor.

There was discussion on whether to include a design consideration to have the Engineering Department look into providing left and right hand turning lanes.

Mr. Lambert said he would vote no on the motion to approve because he thinks the application does not meet enough of the PUD Standards.

Vote on the motion on the floor.

Yes:

Buechner, Faison, Fox, Krent, Malalahalli, Perakis

No:

Hutson, Lambert

Absent:

Tagle

MOTION CARRIED

PRELIMINARY SITE PLAN APPROVAL

6. PRELIMINARY SITE PLAN APPROVAL (JPLN2023-0031) — Proposed Wattles Square Apartments, South side of Wattles and East of John R (PIN 88-20-24-100-039), Section 24, Zoned NN (Neighborhood Node "F") Zoning District

Mr. Savidant presented a brief background on the Wattles Square Apartments application and addressed the revisions to the site plan since last considered by the Planning Commission at their April 23, 2024 meeting. He said the applicant has provided transparency calculations that meet the requirements, reconfigured the first level balconies and lower level egress windows to address concerns of safety and aesthetics, and added a bicycle rack on the southwest corner of the north building.

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

- Compliance with Site Plan Review Design Standards set forth in Section 8.06.
- Evaluation of the revised balcony and egress window design.
- How well the proposed project meets the overall site and building design standards of the Neighborhood Node district.

Some of the comments during discussion among the administration related to:

- Egress window, compliance with Building Code, facilitation of exit in emergencies.
- Dimensions of the lower level walkout area and egress window.
- Stormwater management on site; engineering review during final site plan approval.
- Elevations as relates to ground level and basement.

Present were Richard Atto and Landscape Architect Stacee Hadeed.

Mr. Atto addressed dimensions of the egress window and walkout area, compliance with building codes, and the use of a concrete step and fence gate to facilitate an exit should there be an emergency. He said he is quite comfortable with the safety features provided in case of emergencies. Mr. Atto explained there is drain tile around the whole building and stone and/or pea gravel to facilitate the management of stormwater to the underground parking lot.

There was discussion, some comments related to:

- Number of apartment units required to be compliant with American Disabilities Act (ADA).
- Building Code requirements for bedrooms located in basement/lower level of home.
- Dimensions of walkout area, egress window, step, and fencing.
- Landscape screening/buffering in relation to adjacent single family homes.

EXHIBIT E

PHOTOS OF EXISTING HOMES THAT WILL REMAIN

(Applicant to submit photos prior to August 12, 2024 City Council Meeting)



COUNCIL AGENDA ITEM

Date: August 12, 2024

To: Robert J. Bruner, Acting City Manager

From: Meg Schubert, Assistant City Manager

Dylan Clark, Management Analyst

Subject: 2024 City Council Meeting Schedule

Background

The City Council adopted its calendar year 2024 regular meeting schedule on November 20, 2023. The schedule also included special meetings on Monday, April 15 and Wednesday, April 17, 2024 for presentation of the proposed fiscal year 2024-2025 budget in accordance with City Charter Section 8.2.

On April 29, 2024 City Council approved the addition of a Troy Public Library Strategic Plan special meeting for June 24, 2024 at 6:00PM. At this time, City Council was also asked to consider the future scheduling of a special meeting for the 2024 Advance.

City Management followed up with a scheduling poll which indicated that Saturday, December 07, 2024 at 8:00 AM would be the ideal time to hold this meeting.

Recommendation

The following special meeting date is proposed for 2024 Advance:

Saturday, December 07, 2024

This meeting will be held at 8:00 AM at the Troy Community Center consistent with the City Council Rules of Procedure.



CITY COUNCIL AGENDA ITEM

Date: August 8, 2024

To: Robert J. Bruner, Acting City Manager

From: Megan E. Schubert, Assistant City Manager

Dylan Clark, Management Analyst

Subject: 2024 City of Troy Advance Meeting Facilitation Consulting Services

Background

City Charter Section 8.2 (Presentation of Proposed Budget) requires the City Manager to prepare and submit to the City Council a proposed budget for the next fiscal year on or before the third Monday in April. The third Monday in April 2025 will be April 21, 2025. City Charter Section 8.3 (Public Hearing; Notice) requires a public hearing on the budget before its final adoption. It also requires the City Council to adopt a budget for the ensuing fiscal year on or before the third Monday in May. The third Monday in May 2025 will be May 19, 2025. There are only four (4) weeks between those deadlines, so there is little time to make significant changes to the City's budget, which totaled \$194.5 million in fiscal year 2024-2025.

The purpose of the annual City of Troy Advance meeting is to allow the City Council and staff to have meaningful dialog about strategic planning and budget priorities before staff begins preparing the proposed budget in January. This allows staff to align the proposed budget with the City Council's expectations and policy goals before it is presented in April. It also helps ensure it can meet the May deadline without extensive deliberations.

On August 15, 2022, the City Council awarded a contract for Advance Meeting Facilitation Consulting Services to Vettraino Consulting, LLC (Resolution #2022-08-114). The 2022 City of Troy Advance was held on November 19, 2022, and the facilitators presented their report to the City Council on January 9, 2023. City staff presented the proposed fiscal year 2023-2024 budget on April 17, 2023, and the City Council adopted the budget on May 8, 2023 (Resolution #2023-05-073).

On July 10, 2023, the City Council awarded a contract for Advance Meeting Facilitation Consulting Services to Vettraino Consulting, LLC (Resolution #2023-07-101-J-9). The 2023 City of Troy Advance was held on December 2, 2023, and the facilitator presented his report to the City Council on January 29, 2024. City staff presented the proposed fiscal year 2024-2024 budget on April 15, 2024, and the City Council adopted the budget on May 13, 2024 (Resolution #2024-05-058).

Financial

Funds are available in the General Fund – City Manager's Department budget.

Recommendation

City management recommends that in the City's best interest, the City Council waive the bid process and award a contract for Advance Meeting Facilitation Consulting Services as detailed in the attached proposal to Vettraino Consulting, LLC, not exceeding \$9,950.

City of Troy, Michigan Advance Meeting Facilitation Consulting Services

July 30, 2024



Proposal and Scope of Services Prepared by:



Vettraino Consulting, LLC

P.O. Box 82202 ~ Rochester, MI 48308 ~ 248-379-8923 ~ VettrainoConsulting@gmail.com

July 30, 2024

Honorable Mayor and City Council c/o Bob Brunner, Interim City Manager City of Troy 500 W. Big Beaver Road Troy, MI 48084

RE: Response to Request for Proposal for Advance Meeting Facilitation Consulting Services

Thank you for the opportunity to offer the services of Vettraino Consulting in response to the City of Troy's request for proposal for Advance Meeting facilitation.

Jaymes Vettraino has worked with the City of Troy on several projects including facilitation of the 2022 and 2023 Advance Meetings, executive recruitment, class and compensation study, and executive performance evaluation (some projects completed through a partnership with GovHR). These projects have helped Jaymes develop relationships with the elected and executive leaders of the community. Vettraino Consulting will leverage these experiences, expertise gained from other local government facilitation projects, and knowledge of municipal government to successfully facilitate Troy's 2024 Advance Meeting process.

In review of the scope of service, and based on the 2022 and 2023 Advance Meeting experience, Vettraino Consulting may partner with a second professional facilitator to accommodate the number of Troy team members who will be a part of the meeting. The second facilitator has not been identified yet and there is no change in price if a second facilitator is utilized. The City will have an opportunity to approve the second facilitator before they are included in the project.

Vettraino Consulting will use its experience, knowledge, and expertise to facilitate the activities of the Troy Advance Meeting and to develop reports that meet or exceed the established objectives. Vettraino Consulting will bring an open and facilitative character to the project and produce a work product that can be implemented to assist the City achieve its goals.

Thank you for your consideration of this proposal. We look forward to answering any additional questions you may have.

Sincerely,

Jaymes Vettraino

Vettraino Consulting, LLC



P.O. Box 82202 ~ Rochester, MI 48308 ~ 248-379-8923 ~ VettrainoConsulting@gmail.com

ADVANCE MEETING FACILITATION CONSULTING SERVICES SCOPE OF SERVICES

<u>Prepared for:</u> City of Troy 500 W. Big Beaver Road Troy, MI 48084

I. Scope of Work

Vettraino Consulting (VC) has reviewed the project goals with executive staff of the City and studied the project deliverables from the prior year Advance Meeting. As an experienced local government professional, VC will partner with Troy's leadership team to assist the City in facilitating an Advance Meeting as outlined in this scope of services. Mr. Jaymes Vettraino will be the primary and lead facilitator for this project.

Understanding the general expectations for the project, VC looks forward to working with the City to refine and confirm the scope of work and understands the scope needs to be flexible throughout the project to assure the City's goals are met.

VC would use a phased approach for this project:

Phase 1: Preliminary Assessment and Identifying Goals for the Advance Meeting

Identify and Confirm Second Vettraino Consulting Facilitator

Phase 2: Interviews and Data Collection with Stakeholders

Phase 3: Assembly of Advance Meeting Agenda and Distribution of Relevant Data

Phase 4: Facilitation of the Advance Meeting

Phase 5: Delivery of Summary Report

Phase 1: Preliminary Assessment and Identifying Goals for the Advance Meeting

In 2021, 2022, and 2023 Troy completed revised Advance Meeting processes. The City is interested in using a similar format as 2022 and 2023 meetings for its 2024 Advance Meeting. VC will use the 2022/2023 Advance process as a model to build the 2024 Advance process. In addition to reviewing all of the notes and outcomes from the 2023 Advance, the consultants will review other strategic planning, budgeting, and objective setting documents the City has developed. After reviewing the background information, the consultants will meet with the City Manager's office to document the objectives to be achieved during the Advance Meeting process.

Based on the objectives developed at the end of Phase 1, VC may recommend a second facilitator to assign to the project. The choice of the facilitator will be dependent on the objectives and the City will have an opportunity to approve the recommended second facilitator.

Phase 2: Interviews and Data Collection with Stakeholders

Based on the results of Phase 1, VC will facilitate interview meetings with stakeholders. Stakeholders may include City Council members, the City Manager's office, and Department Heads. The interviews may be one-on-one, group meetings, or via survey. The focus of the interviews will be on each stakeholders' expectations, and desired outcomes for the Advance.

Data collected from the stakeholder engagement efforts will help further define the planning, subjects focus, and format of the Advance Meeting. The consultants will consider their own experience and review best practices to develop a plan for the Advance Meeting that meets the goals of the stakeholders.

Phase 3: Assembly of Advance Meeting Agenda and Distribution of Relevant Data

Working with the City Manager's office the consultants will prepare and distribute an agenda and all relevant data for the Advance Meeting. The agenda packet will be distributed to the stakeholders at least ten (10) days in advance of the Advance Meeting. Understanding the stakeholders are busy, and acknowledging the importance of the Advance Meeting, the consultants will work to assure the agenda packet information is well organized and relevant to having a successful Advance Meeting.

Phase 4: Facilitation of the Advance Meeting

VC will facilitate the Advance (public) Meeting. VC will be responsible for facilitating, documenting, and coordinating all activities during the meeting. The consultants will use a blend of detailed planning and unplanned time to make sure the meeting is both structured, yet also provides the stakeholders with the flexibility to explore unplanned topics they agree are important to cover during the Advance Meeting.

Phase 5: Delivery of Summary Report

VC will prepare a summary report. The summary report will include the day-of results of the Advance Meeting and relevant data from the pre-meeting process. The consultants will provide a draft(s) to the City Manager's office to review and provide comments, prior to preparing the final summary report. VC will maintain the integrity of the final summary report and prepare it as

a document intended for use of all stakeholders. The final summary report will be provided as a .pdf document to the stakeholders through the City Manager's office.

II. Timeframe

VC understands that the timeline for the project may be flexible, but Advance Meeting is a fixed date of December 7, 2024.

Phase	Completion Plan
Phase 1: Preliminary Assessment and Identifying Goals	Completed in September 2024
for the Advance Meeting	Completed in September 2024
Phase 2: Interviews and Data Collection with	Completed in Sept/Oct 2024
Stakeholders	Completed in Sept/Oct 2024
Phase 3: Assembly of Advance Meeting Agenda and	Completed by November 25, 2024
Distribution of Relevant Data	Completed by November 25, 2024
Phase 4: Facilitation of the Advance Meeting	Scheduled for December 7, 2024
Phase 5: Delivery of Summary Report	Completed in December 2024

III. Consultants

Jaymes Vettraino

Vettraino Consulting, LLC

Project Lead and Principal Service Provider will be Jaymes Vettraino.

Jaymes provides municipal management consulting services to communities. His focus is on assisting with operational management, financial planning, community engagement, facilitation, and economic development. In addition, through a partnership with GovHR USA, Jaymes provides executive recruitment and employee class and compensation study services.

Prior to starting his consulting service, Jaymes spent 17 years as a City Manager. Most recently as the City Manager of Rochester, MI, where he had the opportunity to lead a dynamic management team to simultaneously reduce expenses and increase the level of community service during years of the "great recession." Prior to serving the City of Rochester, Jaymes was the Manager of Kutztown, PA and had the chance to be the first Manager of Pen Argyl, PA.

Jaymes currently serves Rochester University as the School of Business Chair of the Management and Leadership and as an Assistant Professor. Jaymes has an MBA in Management from Lehigh University and a BA in Political Science from Michigan State University.

Second Facilitator

Vettraino Consulting or Sub-Contractor to VC

As noted in Section I, Phase 1, VC will identify a second facilitator based on the specific Advance Meeting objectives established by the City during Phase 1 of the project. The City will be provided with an opportunity to approve VC's choice for the second facilitator.

IV. Fee

Based on the above scope of work Vettraino Consulting offer a lump sum price based on an estimated number of project hours.

Phase	Hours
Phase 1: Preliminary Assessment and Identifying Goals for the Advance Meeting	7
Phase 2: Interviews and Data Collection with Stakeholders	21.5
Phase 3: Assembly of Advance Meeting Agenda and Distribution of Relevant Data	13
Phase 4: Facilitation of the Advance Meeting	18
Phase 5: Delivery of Summary Report	10
TOTAL projected hours	69.5
TOTAL LUMP SUM PRICE	\$9950.00

Services outside of the noted scope of work will be billed at \$150 per hour.

Lump sum services will be billed 1/3 after Phase 1, 1/3 after Phase 4, and 1/3 after Phase 5 of the scope of work.

Reimbursable items include travel (mileage at the federally approved rate), shipping, printing, photocopies, or other similar materials.

Vettraino Consulting will provide monthly invoices noting the services provided, expenses, and billed amount. Invoices will be paid net 15 days.

V. Notice to Proceed

By signing below, I verify that I am a representative of the below identified entity; I agree with the scope of services to be provided; and that I have the authority to bind such entity in the engagement of these services.

Vettraino Consulting, LLC

Jaymes Vettraino	Date
Owner	
City of Troy, MI	
•	
	Date



Date: August 5, 2024

To: Robert J. Bruner, Acting City Manager

From: Megan E. Schubert, Assistant City Manager

Courtney H. Flynn, Communications Director

Subject: Community Engagement and Priority Research

Background

On June 22, 2020, the City Council awarded contracts to Cobalt Community Research ("Cobalt") for resident, business community, and library research (Resolution #2020-06-087). An early data summary of the library research was presented during the July 20, 2020, special City Council meeting and the final results were presented during the July 27, 2020, regular City Council meeting. On August 10, 2020 (Resolution #2020-08-113), the City Council approved library millage ballot language (1.1 mills for ten years), and voters approved the proposal on November 3, 2020. The resident research was conducted in January and February 2021, and the results were presented during the regular City Council meeting on April 12, 2021. The business community research was conducted in January and February 2022, and the results were presented during the regular City Council meeting on May 23, 2022.

On July 11, 2022, the City Council awarded Cobalt a contract for a resident budget priorities survey (Resolution #2022-07-100). The research was conducted in August, and the results were presented during the regular City Council meeting on October 3, 2022. The 2022 City of Troy Advance meeting was held on November 19, 2022.

City staff recommends repeating the resident benchmarking research performed in 2022 before the 2024 City of Troy Advance meeting on December 7, 2024. In addition, City staff requested a contract for "special" research, including up to two (2) pages of custom questions to support decision-making related to the Library and other priorities. Contracts for both are presented for your consideration.

Financial

Funds are available in the General Fund – City Manager's Department budget.

Recommendation

City management recommends that the City Council waive the bid process and award Cobalt Community Research of Michigan community engagement and priority research contracts for not more than \$40,000.

Legal Review

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



City of Troy, MI Agreement for Citizen Research 2024

August 8, 2024

Cobalt Community Research (Cobalt) is pleased to provide this contract for research collaboration between Cobalt and the City of Troy, MI (the Partner), having a business address of 500 W Big Beaver Rd, Troy, MI 48084, using the Cobalt Citizen Engagement and Priority Assessment M powered by technology behind the American Customer Satisfaction Index M (ACSI) and CFI Group USA LLC. Cobalt Community Research (www.cobaltcommunityresearch.org) is a 501c3 nonprofit organization with a mission to provide research and educational tools that help schools, local governments and other nonprofit organizations thrive as changes emerge in the economic, demographic and social landscape. Cobalt's address is PO Box 416, Charlotte, MI 48813; (877) 888-0209; E-mail: wsaintamour@cobaltcommunityresearch.org

DELIVERABLES (SECTION 1)

Count	Component	Subtotal	Count	Component	Subtotal
1	Includes up to 2 pages (1 sheet) of custom questions which may include community experience/support, awareness, budget priorities, potential future services/programs, funding options, policy support, communicaiton preference, general demographic questions, benchmarking as applicable, etc. Executive summary in PowerPoint; data entry if needed, thermalmap/cross tab, verbatim comments, remote follow-up with Partner	\$7,315			
2	Additional sheet (2 pages)	\$6,300	1	Online coding, branded web landing page, and web link for completion online	Waived
		\$0		Eblast distribution via email list provided by partner or purchased by Cobalt per 1,000 recipients	\$0
		\$0	2000	Mail Distribution: Production and 1st-class postage for an initial mailing of up to a 6-page 3 sheet) survey with cover letter, plus a second mailing to shose who have not responded. Includes business reply postage.	\$5,800
	Tot	al Cost:	\$19,4	15.00	

Pricing valid for 60 days from the date of this document. 50% of quoted amount of the assessment engagement upon the signing of the contract. Remaining balance upon delivery of results.

This agreement includes all of the terms and conditions agreed to by the parties. Any changes to these terms and conditions must be made in writing and signed by both parties to be effective.

ACCEPTANCE

This agreement (Sections 1 and 2) shall be deemed accepted after it has been signed by a representative of the Partner and a representative of Cobalt. Acceptance may be made by facsimile and the agreement executed in one or more counterparts, each which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

Nondisclosure Statement: All materials contained in this agreement are the confidential and proprietary property of Cobalt Community Research. The information contained herein is provided by Cobalt Community Research for evaluation by the Partner. Dissemination to other parties is prohibited.

Authorized Representative	Date
William St. Omour	
	August 8, 2024
Cobalt Community Research, Executive Director	Date

CONTRACTUAL TERMS AND CONDITIONS (SECTION II)

1. TERM OF CONTRACT

The contract shall be effective as of the date this agreement is signed by both parties. Unless terminated earlier as set forth in Section 5 below, the contract shall remain in full force and effect for a period of twelve (12) months (the "Initial Term").

2. COBALT' RESPONSIBILITIES

Cobalt shall provide the Services described in the Statement of Work in accordance with the terms and conditions of this Agreement. In the course of providing the Services, Cobalt shall deliver to Partner all deliverables arising from or related to the Services and agreed upon by the parties. Each Supplemental Statement of Work entered into by the parties shall be numbered sequentially (e.g. Statement of Work #1, etc.) and shall not be binding until signed by the authorized representative of each party. In the event of a conflict between any signed Statement of Work and this Agreement, the terms and conditions of this Agreement shall prevail. Any change in the scope of Services and Fees shall be agreed upon in writing by the parties.

Cobalt will assume responsibility for all contractual activities whether or not Cobalt performs them. Cobalt is the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The Partner reserves the right to interview key personnel assigned by Cobalt to this project and to recommend reassignment of personnel deemed unsatisfactory by the Partner. Cobalt may delegate any duties under this contract to a subcontractor. If any part of the work is subcontracted, Cobalt shall identify upon written request the proposed subcontractor by firm name, address and contact person, and provide the Partner with a complete description of all work to be subcontracted together with descriptive information about the subcontractor's organization and ability to perform the work. Cobalt is responsible for ensuring that subcontractors adhere to all applicable provisions of the contract.

3. CONFIDENTIALITY

Cobalt and the Partner shall treat all information provided by one another as confidential. Except in the course of, and as necessary to, providing services pursuant to this agreement, neither party shall disclose any confidential information without the other party's consent, unless required by law. Prior to any such disclosure, if not otherwise prohibited by law, the party required to disclosure shall notify the other party at least 5 days prior to the date that it intends to make such disclosure. confidential information includes any and all documents, materials and information (whether oral or written, including electronic media format), including but not limited to member and resident data, client lists, fee schedules, and statements of policies, procedures, and business methods.

"Data", as used in this Section 3, means the information contained in assessment responses received from Partner's residents or members, but not the assessments themselves. The Partner agrees that identity information about individual assessment respondents will not be returned to the Partner to protect the confidentially of the individuals who responded to the assessment. In addition, the Partner agrees to protect individual identities by protecting any data or analysis of data that allows individual identities to be determined.

4. Indemnification

Cobalt shall be held to the exercise of reasonable care in carrying out the provisions of the contract. Cobalt warrants that it shall provide the Services in a diligent and workmanlike manner and shall employ due care and attention in providing the Services. However, both Partners agree that neither Party shall not be liable on account of any errors, omissions, delays, or losses unless caused by willful negligence or willful misconduct. In no event shall either party be liable for indirect, special, or consequential damages. In no event shall the total aggregate liability of either party for any claims, losses, or damages arising under this agreement and services performed hereunder exceed the total charges paid to Cobalt during the term, even if the party has been advised of the possibility of such potential claim, loss, or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

5. Modification and Cancellation

The contract may not be modified, amended, extended, or augmented, except by a writing executed by the parties. Any change in services requested by the Partner may result in price changes by Cobalt. In the event that revised prices are not acceptable to the Partner, the contract may be canceled. Either party with 30-business days' written notice to the other may cancel the contract. In the event of cancellation by either party, the Partner shall be responsible for all fees due and payable under the contract as of the date of notice of termination.

6. GOVERNING LAW AND ARBITRATION

The contract shall be governed by and construed in accordance with the laws of the State of Michigan. In the event of any dispute, claim, question, or disagreement arising from or relating to the contract or the breach thereof, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution

satisfactory to both parties. If they do not reach such solution within a period of 60 business days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any Michigan court having jurisdiction thereof.

7. PRICE AND PAYMENT TERMS

The Partner shall pay the fees identified in any Statement of Work(s) executed by the parties. Unless otherwise agreed to in a Statement of Work, Cobalt shall invoice Partner for Services at the beginning of the Term and upon delivery of results. Payment from the Partner shall be due upon receipt of the invoice. Adjustment for any billing errors or Partner credits shall be made monthly. Cobalt may apply a monthly delinquency charge on amounts not paid within 30 days of the date of the Partner's receipt of the invoice, which charge shall be equal to five percent (5%) of any unpaid amount. Partner agrees to pay any applicable taxes and any travel costs and professional fees that Cobalt may incur from Partner-requested travel.

8. ASSUMPTIONS

The Partner shall provide community contact data using the Cobalt Contact Template in MS Excel. If data is not provided in conformance with the template, clean-up will be performed by Cobalt and charged on an hourly basis. with prior agreement of Partner.

Cobalt's typical response rates are between 20-40 percent for residential studies, and 10-20 percent for business studies. Cobalt cannot guarantee assessment response levels; however, a minimum of 100 completed assessments is required for accurate analysis. Cobalt (or the Partner if the Partner is mailing the assessment) will automatically conduct reminder mailings to ensure a minimum of 100. The Partner may designate a higher minimum. Cobalt shall bill and the Partner agrees to pay all printing and mailing fees associated with a mailing, including postage.

The Partner is responsible for prompt review and response to draft questions and research materials that are in addition to the core assessment, and the Partner is responsible for prompt approval to release such research materials. If the Partner fails to notify Cobalt of project status or provide the contact data or approval or edits to research materials within 30 days of receipt from Cobalt, the partner agrees to pay Cobalt 50% of the remaining fees, and the project will go into an "inactive" status. The Partner has an additional 30 days to reactivate the project. If the project is not reactivated in that time, the project will be closed, and future work will be charged as a new project.

All research is subject to imprecision based on scope, sampling error, response error, etc. Assessment results have an overall margin of error, and the margin of error for subdivided data varies by question and is higher. All research is designed to reduce uncertainty, but it can never eliminate it. The Partner must evaluate all information thoroughly and independently and balance it with other sources of information, legal requirements, safety standards, and professional judgment before taking action based on research information.

9. TECHNICAL APPROACH

Cobalt will provide research services that comply with generally accepted research principles and that comply with the requirements of national services such as the ACSI. In addition, projects and services will be lead by Cobalt staff certified by the Market Research Association's Professional Researcher Certification (PRC) program, which is endorsed by major national and international research organizations such as the AMA (American Marketing Association), the ARF (Advertising Research Foundation), CMOR (Council of Marketing and Opinion Research), IMRO (Interactive Marketing Research Organization), MRII (Marketing Research Institute International), the RIVA Training Institute and the Burke Institute.

10. Acceptance of Terms and Conditions

The failure of a party to insist upon strict adherence to any term of the contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the contract. Each provision of the contract shall be deemed to be severable from all other provisions of the contract and, if one or more of the provisions of the contract shall be declared invalid, the remaining provisions of the contract shall remain in full force and effect.

11. Notice

Any notice required or permitted to be made or given by either party hereto pursuant to this Agreement shall be in writing and shall be deemed effective if sent by such party to the other party by mail, overnight delivery, postage or other delivery charges prepaid, to the addresses set forth above, and to the attention of the Executive Director for Cobalt and Partner's designated contact person. Either party may change its address by giving notice to the other party stating its desire to so change its address.

12. SURVIVAL.

Sections 3, 4, 6 and this Section 12 shall survive the termination of this Agreement.



City of Troy, MI Agreement for Special Research 2024

August 8, 2024

Cobalt Community Research (Cobalt) is pleased to provide this contract for research collaboration between Cobalt and the City of Troy, MI (the Partner), having a business address of 500 W Big Beaver Rd, Troy, MI 48084. Cobalt Community Research (www.cobaltcommunityresearch.org) is a 501c3 nonprofit organization with a mission to provide research and educational tools that help schools, local governments and other nonprofit organizations thrive as changes emerge in the economic, demographic and social landscape. Cobalt's address is PO Box 416, Charlotte, MI 48813; (877) 888-0209; E-mail: wsaintamour@cobaltcommunityresearch.org

DELIVERABLES (SECTION 1)

Count	Component	Subtotal	Count	Component	Subtotal		
1	Includes up to 2 pages (1 sheet) of custom questions which may include capital prioritization, funding options, policy support, communicaiton preference, general demographic questions, etc. Executive summary in PowerPoint; data entry if needed, thermalmap/cross tab, verbatim comments, remote follow-up with Partner	\$7,315					
2	Additional sheet (2pages)	\$6,300	1	Online coding, branded web landing page, and web link for completion online	Waived		
		\$0		Eblast distribution via email list provided by partner or purchased by Cobalt per 1,000 recipients	\$0		
		\$0	2000	Mail Distribution: Production and 1st-class postage for an initial mailing of up to a 6-page 3 sheet) survey with cover letter, plus a second mailing to shose who have not responded. Includes business reply postage.	\$5,800		
	Non-English Version	\$0	1	Heatmaps and Thematic Maps on Key Data (up to 10)	\$945		
	Total Cost: \$20,360.00						

This agreement includes all of the terms and conditions agreed to by the parties. Any changes to these terms and conditions must be made in writing and signed by both parties to be effective.

ACCEPTANCE

This agreement (Sections 1 and 2) shall be deemed accepted after it has been signed by a representative of the Partner and a representative of Cobalt. Acceptance may be made by facsimile and the agreement executed in one or more counterparts, each which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

Nondisclosure Statement: All materials contained in this agreement are the confidential and proprietary property of Cobalt Community Research. The information contained herein is provided by Cobalt Community Research for evaluation by the Partner. Dissemination to other parties is prohibited.

Authorized Representative	Date
William St. Omour	
William Dr. Comoto	August 8, 2024
Cobalt Community Research, Executive Director	Date

CONTRACTUAL TERMS AND CONDITIONS (SECTION II)

1. TERM OF CONTRACT

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2. COBALT' RESPONSIBILITIES

Cobalt shall provide the Services described in the Statement of Work in accordance with the terms and conditions of this Agreement. In the course of providing the Services, Cobalt shall deliver to Partner all deliverables arising from or related to the Services and agreed upon by the parties. Each Supplemental Statement of Work entered into by the parties shall be numbered sequentially (e.g. Statement of Work #1, etc.) and shall not be binding until signed by the authorized representative of each party. In the event of a conflict between any signed Statement of Work and this Agreement, the terms and conditions of this Agreement shall prevail. Any change in the scope of Services and Fees shall be agreed upon in writing by the parties.

Cobalt will assume responsibility for all contractual activities whether or not Cobalt performs them. Cobalt is the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The Partner reserves the right to interview key personnel assigned by Cobalt to this project and to recommend reassignment of personnel deemed unsatisfactory by the Partner. Cobalt may delegate any duties under this contract to a subcontractor. If any part of the work is subcontracted, Cobalt shall identify upon written request the proposed subcontractor by firm name, address and contact person, and provide the Partner with a complete description of all work to be subcontracted together with descriptive information about the subcontractor's organization and ability to perform the work. Cobalt is responsible for ensuring that subcontractors adhere to all applicable provisions of the contract.

3. CONFIDENTIALITY

Cobalt and the Partner shall treat all information provided by one another as confidential. Except in the course of, and as necessary to, providing services pursuant to this agreement, neither party shall disclose any confidential information without the other party's consent, unless required by law. Prior to any such disclosure, if not otherwise prohibited by law, the party required to disclosure shall notify the other party at least 5 days prior to the date that it intends to make such disclosure. confidential information includes any and all documents, materials and information (whether oral or written, including electronic media format), including but not limited to member and resident data, client lists, fee schedules, and statements of policies, procedures, and business methods.

"Data", as used in this Section 3, means the information contained in assessment responses received from Partner's residents or members, but not the assessments themselves. The Partner agrees that identity information about individual assessment respondents will not be returned to the Partner to protect the confidentially of the individuals who responded to the assessment. In addition, the Partner agrees to protect individual identities by protecting any data or analysis of data that allows individual identities to be determined.

4. INDEMNIFICATION

Cobalt shall be held to the exercise of reasonable care in carrying out the provisions of the contract. Cobalt warrants that it shall provide the Services in a diligent and workmanlike manner and shall employ due care and attention in providing the Services. However, both Partners agree that neither Party shall not be liable on account of any errors, omissions, delays, or losses unless caused by willful negligence or willful misconduct. In no event shall either party be liable for indirect, special, or consequential damages. In no event shall the total aggregate liability of either party for any claims, losses, or damages arising under this agreement and services performed hereunder exceed the total charges paid to Cobalt during the term, even if the party has been advised of the possibility of such potential claim, loss, or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

5. Modification and Cancellation

The contract may not be modified, amended, extended, or augmented, except by a writing executed by the parties. Any change in services requested by the Partner may result in price changes by Cobalt. In the event that revised prices are not acceptable to the Partner, the contract may be canceled. Either party with 30-business days' written notice to the other may cancel the contract. In the event of cancellation by either party, the Partner shall be responsible for all fees due and payable under the contract as of the date of notice of termination.

6. GOVERNING LAW AND ARBITRATION

The contract shall be governed by and construed in accordance with the laws of the State of Michigan. In the event of any dispute, claim, question, or disagreement arising from or relating to the contract or the breach thereof, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good

faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 business days, then, upon notice by either party to the other, all disputes, claims, questions, or differences may be entered in any Michigan court having jurisdiction thereof.

7. PRICE AND PAYMENT TERMS

The Partner shall pay the fees identified in any Statement of Work(s) executed by the parties. Unless otherwise agreed to in a Statement of Work, Cobalt shall invoice Partner for Services at the beginning of the Term and upon delivery of results. Payment from the Partner shall be due upon receipt of the invoice. Adjustment for any billing errors or Partner credits shall be made monthly. Cobalt may apply a monthly delinquency charge on amounts not paid within 60 days of the date of the Partner's receipt of the invoice, which charge shall be equal to five percent (5%) of any unpaid amount. Partner agrees to pay any applicable taxes and any travel costs and professional fees that Cobalt may incur from Partner-requested travel.

8. ASSUMPTIONS

The Partner shall provide community contact data.

Cobalt's typical response rates are between 20-40 percent for residential studies, and 10-20 percent for business studies. Cobalt cannot guarantee assessment response levels; however, a minimum of 100 completed assessments is required for accurate analysis. Cobalt (or the Partner if the Partner is mailing the assessment) will automatically conduct reminder mailings to ensure a minimum of 100. The Partner may designate a higher minimum.

Cobalt shall bill and the Partner agrees to pay all printing and mailing fees associated with a mailing, including postage, if production services are requested by the Partner in addition to those specified in Section 1.

The Partner is responsible for prompt review and response to draft questions and research materials that are in addition to the core assessment, and the Partner is responsible for prompt approval to release such research materials. If the Partner fails to notify Cobalt of project status or provide the contact data or approval or edits to research materials within 60 days of receipt from Cobalt, the partner agrees to pay Cobalt 50% of the remaining fees, and the project will go into an "inactive" status. The Partner has an additional 60 days to reactivate the project. If the project is not reactivated in that time, the project will be closed, and future work will be charged as a new project.

All research is subject to imprecision based on scope, sampling error, response error, etc. Assessment results have an overall margin of error, and the margin of error for subdivided data varies by question and is higher. All research is designed to reduce uncertainty, but it can never eliminate it. The Partner must evaluate all information thoroughly and independently and balance it with other sources of information, legal requirements, safety standards, and professional judgment before taking action based on research information.

9. TECHNICAL APPROACH

Cobalt will provide research services that comply with generally accepted research principles and that comply with the requirements of national services such as the ACSI. In addition, projects and services will be lead by Cobalt staff who have been certified by the Market Research Association's Professional Researcher Certification (PRC) program, which is endorsed by major national and international research organizations such as the AMA (American Marketing Association), the ARF (Advertising Research Foundation), CMOR (Council of Marketing and Opinion Research), IMRO (Interactive Marketing Research Organization), MIRI (Marketing Research Institute International), the RIVA Training Institute and the Burke Institute.

10. Acceptance of Terms and Conditions

The failure of a party to insist upon strict adherence to any term of the contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the contract. Each provision of the contract shall be deemed to be severable from all other provisions of the contract and, if one or more of the provisions of the contract shall be declared invalid, the remaining provisions of the contract shall remain in full force and effect.

11. Notice

Any notice required or permitted to be made or given by either party hereto pursuant to this Agreement shall be in writing and shall be deemed effective if sent by such party to the other party by mail, overnight delivery, postage or other delivery charges prepaid, to the addresses set forth above, and to the attention of the Executive Director for Cobalt and Partner's designated contact person. Either party may change its address by giving notice to the other party stating its desire to so change its address.

12. SURVIVAL.

Sections 3, 4, 6 and this Section 12 shall survive the termination of this Agreement.

PROCESS

Cobalt proposes a five-step process for the development of the assessment.

Step 1 – Kick-off Discussions:

This preliminary step aims at refining the objectives, scope, timeline, and key deliverables for the project. Informational needs are confirmed. The sampling methodology will also be finalized during this step.

Step 2 – Questionnaire Development:

Based on the input received during Step 1, Cobalt will develop questions, which will be presented and discussed with the project lead to ensure that the questions included in the assessment are aligned with community needs.

Step 3 – Assessment Deployment:

Cobalt publishes the assessment via web and also in the manner determined by the Partner (mailings, Eblast, Internet only, phone). Cobalt collects and codes the responses.

Step 4 – Modeling & Analysis:

Cobalt will analyze the data using Cobalt's proprietary methodology, which quantifies the relationships between the various elements of the assessment.

Step 5 – Reporting:

Findings will be communicated to the project lead and other key decision makers by teleconference or webinar. A summary report in PowerPoint will be provided to the project lead. Access to detailed results will be provided to the project lead through a secure online portal or through supplemental analysis in MS Excel. Findings will be presented in person on a date mutually agreed to.

TIMELINE

Data collection, coding, analysis and review with the Partner typically takes 4-5 weeks from the date the survey instrument is approved by the Partner. Results will be provided approximately 8 weeks after approval of survey instrument.



Date: July 31, 2024

To: Robert J. Bruner, Acting City Manager

From: Megan Schubert, Assistant City Manager

Robert Maleszyk, Chief Financial Officer

Dee Ann Irby, Controller Peter Hullinger, Fire Chief Shawn Hugg, Deputy Fire Chief

Kurt Bovensiep, Public Works Director

Dennis Trantham, Deputy Public Works Director

Emily Frontera, Purchasing Manager

Subject: Bid Waiver and Standard Purchasing Resolution 4: AirVac 911 Exhaust System and

Installation at Fire Stations 1, 2, 3, 5, 6 and Budget Amendments (Introduced by: Peter

Hullinger, Fire Chief)

History

The NFPA, (National Fire Protection Association), and OSHA have identified that the exhaust carcinogens and particulates from diesel truck exhaust was harming fire fighters in the fire stations. According to OSHA, prolonged, uncontrolled exposure to diesel exhaust and diesel particulate matter can increase the risk of lung cancer and cardiovascular, cardiopulmonary and respiratory disease. Currently, all 6 fire stations in Troy utilize a vehicle exhaust removal system for every apparatus to limit the exposure to the fire fighters from diesel exhaust. The current systems installed in 5 of our 6 fire stations are in excess of 25 years old, and are essentially at the end of their useful life, requiring a significant number of repairs and annual maintenance to keep them operational. Current exhaust removal systems also require the manual attachment of hoses to each individual exhaust pipe, every time an apparatus pulls into the fire station. If the system is not connected, or connected correctly, it does not provide proper exhaust removal. To facilitate system operation, and hold the hoses to remain attached to the apparatus, suction from a separate air compressor is required. In the event of a compressor malfunction or an air leak within the system and/or piping, the exhaust removal will lose suction and be rendered inoperable.

The AirVac 911 system meets NFPA 1500, OSHA and NIOSH standards, and is differentiated from the legacy installations by not requiring physical attachment to the apparatus, thus removing the firefighter interface and requirement to provide exhaust removal. AirVac 911 utilizes removal and filtration units that hang from the ceiling that will not be attached to any trucks. When the trucks ignition is activated, or the apparatus bay doors open, the units automatically activate and continually filter the air in the bay for a designated time period. Additionally, and unlike the legacy system, as the AirVac 911 system does not require physical attachment to a vehicle for exhaust removal, it provides a total apparatus bay coverage, with further protection against the emissions of regular vehicles and small engine tools which are often operated in the bays.



When Fire Station #4 was designed and built in 2017, significant research was conducted regarding options for exhaust removal, with the primary focus on ease of operation, effectiveness and long-term ownership cost. Research led us to identify and install the AirVac 911 system, which has proven extremely efficient and reliable for the previous 7 years, and is the chosen replacement system to be installed in the remaining five fire stations.

Purchasing

Pricing for the purchase of the AirVac 911 system for Fire Stations 1, 2, 3, 5, 6 has been secured from *AirVac, Air Vacuum Corporation of Dover, NH*, as detailed in quotation package received June 12, 2024 for a total equipment purchase cost of \$152,281. The bid process for the procurement of the AirVac 911 system equipment is waived as *AirVac, Air Vacuum Corporation of Dover, NH* is the sole manufacturer and distributor for this vertical airflow system.

Pricing for the installation of the equipment as well as the associated electrical requirements has been secured from *Shaw Systems of Southfield, MI* through the Oakland County Cooperative Purchasing Program Contract #010460, as detailed in the attached proposals dated July 16, 2024 for an estimated total of \$115,891.

City Council authorized participation in the Cooperative Purchasing Programs on February 5, 2024 (Resolution #2024-02-031-J-5).

Financial

Funds for this project are budgeted and available in the amount of \$250,000 (\$50,000 per Fire Station 1, 2, 3, 5, 6) in the Capital Projects Fund for the Fire Department – Fire Halls Buildings and Improvements Funds for the 2025 fiscal year. The estimated total cost for this project is \$294,989.20, which includes a 10% contingency amount of \$26,817.20 as detailed below.

Fire			10%	Project	Budget		
Station	AirVac	Shaw	Contingency	Total	Amount	Project No	Account
1	\$30,903	\$24,500	\$5,540.30	\$60,943.30	\$50,000	2025C0013	401.336.344.975.055
2	\$24,801	\$18,980	\$4,378.10	\$48,159.10	\$50,000	2025C0014	401.336.344.975.060
3	\$47,373	\$31,251	\$7,862.40	\$86,486.40	\$50,000	2025C0015	401.336.344.975.065
5	\$24,801	\$20,580	\$4,538.10	\$49,919.10	\$50,000	2025C0016	401.336.344.975.075
6	\$24,403	\$20,580	\$4,498.30	\$49,481.30	\$50,000	2025C0017	401.336.344.975.080
Grand Total	\$152,281	\$115,891	\$26,817.20	\$294,989.20	\$250,000.00		

The proposed equipment purchase and installation will require a total budget amendment in the amount of \$45,000 to the Fire Department Buildings and Improvements Capital Fund for the 2025 fiscal year for Project Numbers 2025C0013 and 2025C0015.



Recommendation

City Management recommends that, in the best interest of the City, the bid process be waived and a contract be awarded to *AirVac, Air Vacuum Corporation of Dover, NH*, for the procurement of the AirVac 911 system for the City of Troy Fire Stations for an estimated cost of \$152,281, as detailed in the attached proposal.

City Management recommends that a contract be awarded to *Shaw Systems of Southfield, MI* for the installation of the AirVac 911 equipment and associated electrical requirements for an estimated cost of \$115,891 with a 10% contingency amount of \$26,817, for a total estimated cost of \$142,708 as detailed in the attached proposals and as per the Oakland County Cooperative Purchasing Contract #010460; not to exceed budgetary limitations.

It is also recommended that City Council approve budget amendments to the Fire Department Buildings and Improvements Capital Fund in the amount of \$45,000.



The World Leader In Engine Exhaust Removal Systems for the Fire and EMS Industry

Friday, July 26, 2024

Shawn Hugg Deputy Chief Troy Fire Department 500 W. Big Beaver Rd. Troy, Michigan 48084

Dear Troy,

This letter is to confirm our conversation regarding the availability of the AIRVAC 911® exhaust removal system for Fire & EMS Facilities.

The multi-directional airflow (vertical & horizontal) AIRVAC 911® System is manufactured and distributed solely by the Air Vacuum Corporation of Dover, New Hampshire. To the best of our knowledge there are no other manufacturers within the industry selling or distributing this type of exhaust removal system.

Thank you again for your interest, and please feel free to contact us if you have any additional questions.

Sincerely,

Tom Vitko Regional Sales Manager 800-540-7264

Email: sales@airvacuumcorporation.com











MEETS NFPA 1500 9-1.6, OSHA, NIOSH, FEMA & MORE



The World Leader In Engine Exhaust Removal Systems for the Fire and EMS Industry

PROPOSAL – AIRVAC 911® Multi-Directional (Horizontal & Vertical) Air Flow Exhaust Removal System

THE SALE OF AIRVAC 911®, ENGINE EXHAUST AIR FILTRATION SYSTEM, BY AIR VACUUM CORPORATION OF DOVER N.H., FOR REMOVAL OF HAZARDOUS EMISSIONS FROM FIRE, RESCUE, TRUCKING, AND OTHER HEAVY EQUIPMENT FLOOR AREAS.

THIS QUOTATION HAS BEEN PREPARED FOR: 7/8/2024



Deputy Chief, Shawn Hugg Troy Fire Department 1,2,3,5&6 4693 Rochester Road Troy, MI 48084

SPECIFICATIONS

MODEL: AIRVAC 911®, VERTICAL AIR FLOW DESIGN, CEILING HUNG, RE-CIRCULATING AIR FILTRATION SYSTEM. MANUFACTURED BY: AIR VACUUM CORPORATION, 32 NADEAU DRIVE, ROCHESTER NH 03867.

FILTRATION: "4-STAGE" FILTER PACK. ALL FILTERS ARE INDUSTRY STANDARD SIZED, UL TESTED & CERTIFIED.

PRE-FILTER (STAGE 1): 24" X 24" X 1". 3-PLY POLYESTER CONSTRUCTION. TWO LAYERS OF 16/40 DUAL DENIER POLY FIBERS WITH A FINAL DUST CATCHING ADHESIVE LAYER. SELF-SEALING FILTER WITH PRE-INSTALLED INTERNAL HEAVY GAGE WIRE FRAME. MERV 8. PERFORMANCE BASED ON A.S.H.R.A.E. 52.1-1992 TEST METHOD. CLASSIFIED AS A UL CLASS 2 FILTER, ACCORDING TO UL STANDARD 900 AND CAN 4-S111.

MAIN MEDIA FILTER (STAGE 2): 24" X 24" X 6". "HEPA MAX 3000" HIGH EFFICIENCY PARTICULATE AIR FILTER. DOP TESTED WITH 0.3 MICROMETER SIZED PARTICLES TO HAVE A MINIMUM EFFICIENCY OF UP TO 95% AND EXCEEDS THE MAXIMUM EFFICIENCY OF 98% ASHRAE 52.1 TESTED FILTERS. CONSISTS OF A PLEATED MEDIA PACK ENCLOSED WITHIN A GALVANIZED STEEL FRAME ASSEMBLY. ULTRA-FINE FIBERGLASS MEDIA FORMED IN A SERIES OF PLEATS SEPERATED BY CORRUGATED ALUMINUM DIVIDERS TO MAINTAIN UNIFORM SPACING BETWEEN EACH PLEAT FOR OPTIMAL AIRFLOW. CLASSIFIED CLASS 2 ACCORDING TO U.L. STANDARD 900 AND IS CLASSIFIED MERV 16 IN ACCORDANCE WITH ASHRAE STANDARD 52.2. FOR INSTALLATION SAFETY, TOTAL WEIGHT NOT TO EXCEED 16 LBS.

GAS-PHASE EXTRACTOR (STAGES 3&4): ONE 24" X 24" X 4", "MULTISORB 3000" BLENDED GAS PHASE EXTRACTOR, 50/50 RESPIRATOR GRADE ACTIVATED CARBON GRANUALS EFFECT FOR REMOVAL OF HIGH WEIGHT MOLECULAR GASES WITHIN DIESEL EXHAUST (VOC'S, HYDROCARBONS, BENZENE, OCTANE, METHANOL AND MORE) AND POTASSIUM PERMANGANATE FOR REMOVAL OF LIGHT WEIGHT MOLECULAR GASES (SULFUR DIOXIDE, NITROGEN DIOXIDE, FORMALDEHYDE AND MORE). FILTER IS CONSTRUCTED WITHIN A 24ga METAL FRAME WITH INTERNAL "HONEYCOMB" CONTAINMENT STRUCTURE. 50/50 BLEND EQUATES TO 28+/- LBS OF CARBON. FOR INSTALLATION SAFETY, TOTAL WEIGHT NOT TO EXCEED 30 LBS.

CABINET CONSTRUCTION: 18 & 16 GAUGE, ALL WELDED STEEL CONSTRUCTION. 25" X 26" X 28" CUSTOM GRAY POWDER COAT PAINT FINISH. TWO HINGED ACCESS PANELS: ONE, TO THE FILTER BANK AND THE OTHER TO THE MOTOR/BLOWER UNIT. A "DWYER" MAGNEHELIC STATIC PRESSURE GAGE, ALLOWS USER TO VISUALLY CHECK ON THE STATUS OF THE FILTER BANK. FOUR HORIZONTAL & ADJUSTABLE AIRFLOW GRILLS. "QUICK LATCH" FILTER COMPARTMENT WHICH IS CAPABLE OF HOLDING UP TO 15" OF FILTRATION!

ELECTRICAL: 3/4 H.P., 1725 RPM, 115 VOLT SINGLE PHASE ELECTRIC MOTOR, 13.6 F.L. AMP., RESILIENT MOUNT, AUTOMATIC THERMAL PROTECTION. ELECTRIC MOTOR, RESILIENT MOUNT. ALL MOTORS ARE UL APPROVED. <u>OPTIONS</u>: UNITS AVAILABLE @ 230 VOLT, SINGLE PHASE, 6.8 F.L. AMP, ADD \$75 EA. UNIT, SINGLE PHASE MOTOR USABLE @ 208-230 VOLT. 7.0 F.L. AMP. ADD \$115 EA UNIT, THREE PHASE 1 HP—@ 208-230/460 Volt, 3.4-3.6/1.8 F.L. AMPS, ADD \$255 EA. UNIT; TO BASE QUOTE.

BLOWER: CONTINENTAL CENTRIFUGAL IMPELLER AND FUNNEL CONE. NON-METAL & CHEMICALLY RESISTANT.

AVEC CONTROL PANEL: UL 508 CERTIFIED CUSTOM "AUTOMATIC VEHICLE EXHAUST CONTROL", MULTI-CIRCUIT AUTOMATIC RESET TIMER CONTROL. TWO CIRCUIT CONFIGURATIONS RATED AT 20 AMPS PER. TIMING RANGE OF .1 TO 120 MIN. ENCLOSED WITHIN A NEMA-4 RATED ENCLOSURE, NECESSARY FOR APPLICATIONS WHERE WATER IS PRESENT (WASHING OF VEHICLES). MANUAL THREE POSITION SWITCH FOR: AUTO MODE, SYSTEM OFF & SYSTEM RUN OVERRIDE. LED "OPERATING" LIGHT.

<u>AUTOMATIC ACTIVATION SWITCHES:</u> (SEE ENCLOSURES) <u>PHOTO ELECTRIC EYES ACTIVATE SYSTEM UPON VEHICLE MOVEMENT</u> (OUTDOOR RANGES OF UP TO 200') VEHICLE IGNITION TRANSMITTER/RECEIVER AND MAGNETIC DOOR SWITCHES (ONE PER OVERHEAD DOOR).

The World Leader In Engine Exhaust Removal Systems for the Fire and EMS Industry

PRICE QUOTATION – STATION #1

Deputy Chief Shawn Hugg Troy Fire Department 1,2,3,5&6 4693 Rochester Road, Troy, MI 48084

DATE: 7/8/2024 PHONE: 248-524-3422 FAX: 248-524-1770 Shawn.Hugg@Troymi.Gov

DESCRIPTION	QUANTITY	UNIT COST	TOTALS
AIRVAC 911® EXHAUST REMOVAL SYSTEM - Single Ph. 115V	5	\$4,450.00	\$22,250.00
AIRVAC 911® FILTER PACK (4-Stage Filter Pack, "Main Filters")	5	\$490.00	\$2,450.00
AIRVAC 911® FILTER GAUGE (Min. one per building section)	1	\$149.00	\$149.00
UL 508A CERTIFIED CONTROL PANEL - AVEC-6C/T2	1	\$1,598.00	\$1,598.00
N505AUTM/STX01 TRACK MOUNTED DOOR SWITCH	6	\$56.00	\$336.00
Kussmaul Radio Frequency Transmitter #091-133-T	5	\$286.00	\$1,430.00
Kussmaul Radio Frequency Receiver #091-133-R	1	\$464.00	\$464.00
PREFILTERS (12 Per Box/Change date est. indicated below)	1	\$126.00	\$126.00
*ESTIMATED SHIPPING AND HANDLING	5	\$325.00	\$1,625.00
*"Non-Schedule Item"			\$30,428.00

OPTIONAL

AGSCOiS-PSA - 24V AC/DC Carbon Monoxide Detector

\$475.00 \$475.00

MADE IN THE USA

- ◆ FREIGHT: FOB Origin, ◆ TERMS: 1/2 Payment with the order & final payment prior to release. ◆ Lead-Time 10 to 16 weeks.
- Buyer is responsible for obtaining all permits, permit fees, State/local licensing fees and applicable taxes related to the purchase of product, shipping and installation or must provide all necessary tax-exempt certificates; state, local and/or county to Air Vacuum Corporation. • Please contact your sales rep for installation information and pricing. • Governmental Purchases please consult your sales rep for GSA price list.

The AIRVAC 911™ System is Provided With a FIVE YEAR WARRANTY On ALL Components (excluding consumable filters)

SEE DIAGRAM FOR RECOMMENDED AIRVAC 911 UNIT **LOCATIONS**

Approximate Filter Life Expectancy

Prefilters 2-4 months, Main filters 12 to 24 months.

This quotation has been prepared By: Thomas J. Vitko Date: 7/8/2024 Quotation Prices are valid for 60 calendar days from quotation date.

The World Leader In Engine Exhaust Removal Systems for the Fire and EMS Industry

PRICE QUOTATION – STATION #2 V2

Deputy Chief Shawn Hugg Troy Fire Department 1,2,3,5&6 4693 Rochester Road, Troy, MI 48084 DATE: 7/8/2024 PHONE: 248-524-3422 FAX: 248-524-1770 Shawn.Hugg@Troymi.Gov

DESCRIPTION	QUANTITY	UNIT COST	TOTALS
AIRVAC 911® EXHAUST REMOVAL SYSTEM - Single Ph. 115V	4	\$4,450.00	\$17,800.00
AIRVAC 911® FILTER PACK (4-Stage Filter Pack, "Main Filters")	4	\$490.00	\$1,960.00
AIRVAC 911® FILTER GAUGE (Min. one per building section)	1	\$149.00	\$149.00
UL 508A CERTIFIED CONTROL PANEL - AVEC-4C	1	\$1,333.00	\$1,333.00
N505AUTM/STX01 TRACK MOUNTED DOOR SWITCH	6	\$56.00	\$336.00
Kussmaul Radio Frequency Transmitter #091-133-T	3	\$286.00	\$858.00
Kussmaul Radio Frequency Receiver #091-133-R	1	\$464.00	\$464.00
PREFILTERS (12 Per Box/Change date est. indicated below)	1	\$126.00	\$126.00
*ESTIMATED SHIPPING AND HANDLING	4	\$325.00	\$1,300.00
*"Non-Schedule Item"		•	\$24 326 00

^{*&}quot;Non-Schedule Item"

\$24,326.00

OPTIONAL

AGSCOiS-PSA - 24V AC/DC Carbon Monoxide Detector 1 \$475.00 \$475.00

- ◆ FREIGHT: FOB Origin, ◆ TERMS: 1/2 Payment with the order & final payment prior to release. ◆ Lead-Time 10 to 16 weeks.
- Buyer is responsible for obtaining all permits, permit fees, State/local licensing fees and applicable taxes related to the purchase of product, shipping and installation or must provide all necessary tax-exempt certificates; state, local and/or county to Air Vacuum Corporation.
 Please contact your sales rep for installation information and pricing.
 Governmental Purchases please consult your sales rep for GSA price list.

MADE IN THE USA

The AIRVAC 911™ System is Provided With a FIVE YEAR WARRANTY On ALL Components (excluding consumable filters)

SEE DIAGRAM FOR RECOMMENDED AIRVAC 911 UNIT LOCATIONS

Approximate Filter Life Expectancy

Prefilters 2-4 months, Main filters 12 to 24 months.

This quotation has been prepared By: <u>Thomas J. Vitko</u> Date: <u>7/8/2024</u> *Quotation Prices are valid for 60 calendar days from quotation date.*

The World Leader In Engine Exhaust Removal Systems for the Fire and EMS Industry

PRICE OUOTATION – STATION #3 V2

Deputy Chief Shawn Hugg Troy Fire Department 1,2,3,5&6 4693 Rochester Road, Troy, MI 48084

FAX: 248-524-1770

DATE: 7/8/2024

Shawn.Hugg@Troymi.Gov

PHONE: 248-524-3422

DESCRIPTION	QUANTITY	UNIT COST	TOTALS
AIRVAC 911® EXHAUST REMOVAL SYSTEM - Single Ph. 115V	8	\$4,450.00	\$35,600.00
AIRVAC 911® FILTER PACK (4-Stage Filter Pack, "Main Filters")	8	\$490.00	\$3,920.00
AIRVAC 911® FILTER GAUGE (Min. one per building section)	1	\$149.00	\$149.00
UL 508A CERTIFIED CONTROL PANEL - AVEC-8C/T3	1	\$1,875.00	\$1,875.00
N505AUTM/STX01 TRACK MOUNTED DOOR SWITCH	8	\$56.00	\$448.00
Kussmaul Radio Frequency Transmitter #091-133-T	6	\$286.00	\$1,716.00
Kussmaul Radio Frequency Receiver #091-133-R	1	\$464.00	\$464.00
PREFILTERS (12 Per Box/Change date est. indicated below)	1	\$126.00	\$126.00
*ESTIMATED SHIPPING AND HANDLING	8	\$325.00	\$2,600.00
*"Non-Schedule Item"	_		\$46.898.00

'Non-Schedule Item

OPTIONAL

MADE IN THE USA

AGSCOiS-PSA - 24V AC/DC Carbon Monoxide Detector

\$475.00

\$475.00

- ◆ FREIGHT: FOB Origin, ◆ TERMS: 1/2 Payment with the order & final payment prior to release. ◆ Lead-Time 10 to 16 weeks.
- Buyer is responsible for obtaining all permits, permit fees, State/local licensing fees and applicable taxes related to the purchase of product, shipping and installation or must provide all necessary tax-exempt certificates; state, local and/or county to Air Vacuum Corporation. • Please contact your sales rep for installation information and pricing. • Governmental Purchases please consult your sales rep for GSA price list.

The AIRVAC 911™ System is Provided With a FIVE YEAR WARRANTY On ALL Components (excluding consumable filters)

SEE DIAGRAM FOR RECOMMENDED AIRVAC 911 UNIT **LOCATIONS**

Approximate Filter Life Expectancy

Prefilters 2-4 months, Main filters 12 to 24 months.

This quotation has been prepared By: Thomas J. Vitko Date: 7/8/2024 Quotation Prices are valid for 60 calendar days from quotation date.

The World Leader In Engine Exhaust Removal Systems for the Fire and EMS Industry

PRICE QUOTATION – STATION #5 V2

Deputy Chief Shawn Hugg Troy Fire Department 1,2,3,5&6 4693 Rochester Road, Troy, MI 48084

PHONE: 248-524-3422 FAX: 248-524-1770 Shawn Hugg@Troymi (

DATE: 7/8/2024

Shawn. Hugg@Troymi. Gov

DESCRIPTION	QUANTITY	UNIT COST	TOTALS
AIRVAC 911® EXHAUST REMOVAL SYSTEM - Single Ph. 115V	4	\$4,450.00	\$17,800.00
AIRVAC 911® FILTER PACK (4-Stage Filter Pack, "Main Filters")	4	\$490.00	\$1,960.00
AIRVAC 911® FILTER GAUGE (Min. one per building section)	1	\$149.00	\$149.00
UL 508A CERTIFIED CONTROL PANEL - AVEC-4C	1	\$1,333.00	\$1,333.00
N505AUTM/STX01 TRACK MOUNTED DOOR SWITCH	6	\$56.00	\$336.00
Kussmaul Radio Frequency Transmitter #091-133-T	3	\$286.00	\$858.00
Kussmaul Radio Frequency Receiver #091-133-R	1	\$464.00	\$464.00
PREFILTERS (12 Per Box/Change date est. indicated below)	1	\$126.00	\$126.00
*ESTIMATED SHIPPING AND HANDLING	4	\$325.00	\$1,300.00
*"Non Cohodula Itam"		· -	\$24.326.00

^{*&}quot;Non-Schedule Item"

\$24,326.00

OPTIONAL

MADE IN THE USA

AGSCOiS-PSA - 24V AC/DC Carbon Monoxide Detector 1 \$475.00 \$475.00

- ◆ FREIGHT: FOB Origin, ◆ TERMS: 1/2 Payment with the order & final payment prior to release. ◆ Lead-Time 10 to 16 weeks.
- Buyer is responsible for obtaining all permits, permit fees, State/local licensing fees and applicable taxes related to the purchase of product, shipping and installation or must provide all necessary tax-exempt certificates; state, local and/or county to Air Vacuum Corporation.
 Please contact your sales rep for installation information and pricing.
 Governmental Purchases please consult your sales rep for GSA price list.

The AIRVAC 911™ System is Provided With a FIVE YEAR WARRANTY On ALL Components (excluding consumable filters)

SEE DIAGRAM FOR RECOMMENDED AIRVAC 911 UNIT LOCATIONS

Approximate Filter Life Expectancy

Prefilters 2-4 months, Main filters 12 to 24 months.

This quotation has been prepared By: <u>Thomas J. Vitko</u> Date: <u>7/8/2024</u> *Quotation Prices are valid for 60 calendar days from quotation date.*

The World Leader In Engine Exhaust Removal Systems for the Fire and EMS Industry

PRICE QUOTATION – STATION #6 V2

Deputy Chief Shawn Hugg Troy Fire Department 1,2,3,5&6 4693 Rochester Road, Troy, MI 48084

DATE: 7/8/2024 PHONE: 248-524-3422 FAX: 248-524-1770 Shawn.Hugg@Troymi.Gov

DESCRIPTION	QUANTITY	UNIT COST	TOTALS
AIRVAC 911® EXHAUST REMOVAL SYSTEM - Single Ph. 115V	4	\$4,450.00	\$17,800.00
AIRVAC 911® FILTER PACK (4-Stage Filter Pack, "Main Filters")	4	\$490.00	\$1,960.00
AIRVAC 911® FILTER GAUGE (Min. one per building section)	1	\$149.00	\$149.00
UL 508A CERTIFIED CONTROL PANEL - AVEC-4C	1	\$1,333.00	\$1,333.00
N505AUTM/STX01 TRACK MOUNTED DOOR SWITCH	4	\$56.00	\$224.00
Kussmaul Radio Frequency Transmitter #091-133-T	2	\$286.00	\$572.00
Kussmaul Radio Frequency Receiver #091-133-R	1	\$464.00	\$464.00
PREFILTERS (12 Per Box/Change date est. indicated below)	1	\$126.00	\$126.00
*ESTIMATED SHIPPING AND HANDLING	4	\$325.00	\$1,300.00
*"Non-Schedule Item"			\$23,928,00

OPTIONAL

AGSCOiS-PSA - 24V AC/DC Carbon Monoxide Detector

MADE IN THE USA

\$475.00 \$475.00

- ◆ FREIGHT: FOB Origin, ◆ TERMS: 1/2 Payment with the order & final payment prior to release. ◆ Lead-Time 10 to 16 weeks.
- Buyer is responsible for obtaining all permits, permit fees, State/local licensing fees and applicable taxes related to the purchase of product, shipping and installation or must provide all necessary tax-exempt certificates; state, local and/or county to Air Vacuum Corporation. • Please contact your sales rep for installation information and pricing. • Governmental Purchases please consult your sales rep for GSA price list.

The AIRVAC 911™ System is Provided With a FIVE YEAR WARRANTY On ALL Components (excluding consumable filters)

SEE DIAGRAM FOR RECOMMENDED AIRVAC 911 UNIT **LOCATIONS**

Approximate Filter Life Expectancy

Prefilters 2-4 months, Main filters 12 to 24 months.

This quotation has been prepared By: Thomas J. Vitko Date: 7/8/2024 Quotation Prices are valid for 60 calendar days from quotation date.



Date: 7/16/2024 Proposal ID: SCOT240716002

TO: Shawn Hugg City of Troy 4695 Rochester Road Troy, MI 48085 FROM: Eric J Peterson
PROJECT: COT FS1 AIRVAC Installation

Shaw Service and Maintenance Contacts

Eric Peterson, Service Engineer | Dire

Direct (248) 228-2080 | (248)534-7602 | epeterson@shawsi.com

Dispatch

Direct (248) 228-2080 | service@shawsi.com

After Hours Emergency Number

(877) 370-7076

Service Email

service@shawsi.com

Included	Excluded		Included	Excluded	
		Sales & Use Tax		\boxtimes	Payment & Performance Bonds
	\boxtimes	Electrical Permit Costs & Fees			Overtime Costs
	\boxtimes	Fire Division Inspection Fees		\boxtimes	Temperature Controls
	\boxtimes	Building Permit Fees		\boxtimes	Patching &/or repair of holes in walls or floors

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

SCOPE OF WORK:

Furnish and install Mounting hardware for (5) Airvac Units

Suspend and install (5) new Airvac Units (provided by other) near locations marked on provided print and agreed upon by COT

Furnish and install conduit and wire to (2) locations as agreed upon for gas monitors (monitors provided by other)

Furnish and install conduit, wire and MC for (5) 20a circuits terminating at duplex receptacles for new Airvac Units

SHAW will rework existing electrical panels to provide a total of (6) 20a circuits on this project

Provide conduit and wire for (1) dedicated 20a circuit for Airvac control unit

Demo existing Plymovent control cabinet on wall, return to COT staff for disposal

Mount new Airvac control cabinet on wall at agreed upon location

Terminate electrical in new control cabinet (control cabinet and necessary electrical/control boards by other)

Furnish and install new conduit, MC and control cabling to rear bay doors

Install door contact on rear doors, terminate furnished control cabling to contacts and control boards within control cabinet

Install and terminate provided RF Receiver within control cabinet (RF Transmitter and Receiver provided by other)

SHAW will complete terminations within control cabinet per documented instructions

Equipment: \$909.00 Material: \$4,459.00 Labor: \$19,132.00

Total Offering Price: \$24,500.00

EXCLUSIONS & ASSUMPTIONS:

All work to be performed during normal working hours Monday through Friday.

Airvac Units, Filters, Controller Housing, Control boards, Gas Monitors and all other components of the system to be provided by COT.

Shaw will supply conduit, wire, MC, support hardware and other electrical materials to provide a complete installation

Startup services and programming by other

Painting of Conduit by other

RF Transmitter installation in vehicles by other

Eric J Peterson

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Shaw Service & Maintenance

Standard Terms & Conditions

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

22100 TELEGRAPH RD SOUTHFIELD MICHIGAN 48033 PHONE: 248-228-2000 FAX: 248-228-2080 www.shawelectric.com



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

CITY OF TROY BULLETIN BREAKDOWN THROUGH JUNE 30TH, 2026

QUOTE FOR: SHAWN HUGG DATED: 7/16/2024	SHAW MMS RFC #:	
	SHAW REVISION #:	
	SHAW QUOTE DATE:	6/12/202
DESCRIPTION: PER PROVIDED SCOPE- FS1 AIRVAC INSTALLATION		
DI MIC TOCUED.		
PLANS ISSUED: n/a SPECS. ISSUED: "		
SKETCHES ISSUED:		
QTY ELEC/TECH DWGS ISSUED: 0		
MATERIAL MISC	\$225	
Conduit, MC, Wire, hardware (Estimated) 0	\$2,880	
Support Hardware (for Airvac Units) 0	\$485	
	\$0	
MARKUP(INCLUDING USE TAX) 15%	\$539 \$330	
ESCALATION(CONTINGENCY) 8% MATERIAL TOTAL	\$330	¢4.4E
DIRECT INSTALLATION LABOR COST - PER ATTACHED SHEETS		\$4,459
0 HOURS @ Straight	\$0	
16 HOURS @ " \$ 99.00 ELECTRICIAN	\$1,584	
132 HOURS @ " \$ 122.00 SERVICE ELECTRICIAN	\$16,104	
0 HOURS @ Time & 1/2	\$0	
0 HOURS @ " \$ 129.00 ELECTRICIAN	\$0	
0 HOURS @ " \$ 153.00 SERVICE ELECTRICIAN	\$0 *0	
0 HOURS @ Double 0 HOURS @ " \$ 162.00 ELECTRICIAN	\$0 ¢0	
0 HOURS @ " \$ 162.00 ELECTRICIAN 0 HOURS @ " \$ 189.00 SERVICE ELECTRICIAN	\$0 \$0	
SUPERVISION - 8% OF DIRECT LABOR HOURS (DETAILING, LOGISTICS) or PER ATTACHED SHEETS AS DIRECT LABOR	40	
11.8 HOURS @ Straight \$ 122.00	\$1,444	
0 HOURS @ "	\$0	
0 HOURS @ Time & 1/2	\$0	
0 HOURS @ "	\$0	
0 HOURS @ Double	\$0	
0 HOURS @ " 0% INCREASE RATES FOR NON DAY SHIFT/FUTURE RATES	\$0 \$0	
0% INCREASE RATES FOR NON DAY SHIFT/FUTURE RATES LABOR TOTAL	\$0	\$19,13
DJE EQUIPMENT - LARGE OR SPECIAL TOOLING		Ψ15/15
EXCAVATOR/TRENCHING EQUIPMENT	\$0	
RIGGING / HOISTING / LULL / FORKLIFT	\$450	
FLUKE CABLE TESTER	\$0	
CIRCUIT TRACER	\$75	
CORING	\$0	
POWER LOGGER PERMIT	\$0 \$0	
FERME	\$0 \$0	
ENGINEERING / DOCUMENT MAINTENANCE	**	
4 HOURS \$ 96.00 SERVICE ENGINEER/FIELD DETAIL/SURVEY	\$384	
0 HOURS \$ 80.00 BIM COORDINATOR/PLOTS/DWGS	\$0	
0 HOURS \$ 65.00 ADMINISTRATIVE ASSISTANT	\$0	
DIRECT JOB EXPENSES / SMALL TOOLS / SAFETY / CONSUMMABLES / FIRST AID		
AS PERCENT @ 0.0% OF LABOR ABOVE TOTAL	\$0 \$0	
or AS ITEMIZED ON THE DJE CHECKLIST SHEET (Page 2 of 2) DIRECT JOB EXPENSES TOTAL	<u>\$0</u>	\$90
DIRECTION EXPENSES TOTAL		\$24,50
0%		\$2 1,550
SUBCONTRACTORS		
	\$0	
X	\$0	
X	\$0	
x	\$0	
		\$
SUBCONTRACTOR TOTAL		
FEE ON SUBS @ 5%		
		\$0 \$2 4,500



Date: 7/16/2024 Proposal ID: SCOT240716002-1

TO: Shawn Hugg City of Troy 4695 Rochester Road Troy, MI 48085 FROM: Eric J Peterson
PROJECT: COT FS2 AIRVAC Installation

Shaw Service and Maintenance Contacts

Eric Peterson, Service Engineer D

Direct (248) 228-2080 | (248)534-7602 | epeterson@shawsi.com

Dispatch

Direct (248) 228-2080 | service@shawsi.com

After Hours Emergency Number

nber (877) 370-7076

Service Email

service@shawsi.com

Included	Excluded		Included	Excluded	
\boxtimes		Sales & Use Tax			Payment & Performance Bonds
	\boxtimes	Electrical Permit Costs & Fees		\boxtimes	Overtime Costs
		Fire Division Inspection Fees		\boxtimes	Temperature Controls
		Building Permit Fees			Patching &/or repair of holes in walls or floors

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

SCOPE OF WORK:

Furnish and install Mounting hardware for (4) Airvac Units

Suspend and install (4) new Airvac Units (provided by other) near locations marked on provided print and agreed upon by COT

Furnish and install conduit and wire to (2) locations as agreed upon for gas monitors (monitors provided by other)

Furnish and install conduit, wire and MC for (4) 20a circuits terminating at duplex receptacles for new Airvac Units

SHAW will rework existing electrical panels to provide a total of (5) 20a circuits on this project

Provide conduit and wire for (1) dedicated 20a circuit for Airvac control unit

Demo existing Plymovent control cabinet on wall, return to COT staff for disposal

Mount new Airvac control cabinet on wall at agreed upon location

Terminate electrical in new control cabinet (control cabinet and necessary electrical/control boards by other)

Furnish and install new conduit, MC and control cabling to rear bay doors

Install door contact on rear doors, terminate furnished control cabling to contacts and control boards within control cabinet

Install and terminate provided RF Receiver within control cabinet (RF Transmitter and Receiver provided by other)

SHAW will complete terminations within control cabinet per documented instructions

Equipment: \$909.00 Material: \$3,155.00 Labor: \$14,916.00

Total Offering Price: \$18,980.00

EXCLUSIONS & ASSUMPTIONS:

All work to be performed during normal working hours Monday through Friday.

Airvac Units, Filters, Controller Housing, Control boards, Gas Monitors and all other components of the system to be provided by COT.

Shaw will supply conduit, wire, MC, support hardware and other electrical materials to provide a complete installation

Startup services and programming by other

Painting of Conduit by other

RF Transmitter installation in vehicles by other

Eric J Peterson

Shaw Service & Maintenance

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Standard Terms & Conditions

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

22100 TELEGRAPH RD SOUTHFIELD MICHIGAN 48033 PHONE: 248-228-2000 FAX: 248-228-2080



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

CITY OF TROY BULLETIN BREAKDOWN THROUGH JUNE 30TH, 2026

PROJECT: CITY OF TROY QUOTE FOR: SHAWN HUGG DATED: 7/15/2024			SHAW PROJECT #: SHAW MMS RFC #:	SCOT240716002-1
DATED: 7/16/2024			SHAW REVISION #: SHAW QUOTE DATE:	6/12/202
DESCRIPTION: PER PROVIDED SCOPE- FS2 AIRVAC	INSTALLATION		SHAT QUUIL DAIL.	0/12/202.
PLANS ISSUED: n/a				
SPECS. ISSUED:				
SKETCHES ISSUED: "				
QTY ELEC/TECH DWGS ISSUED: MATERIAL MISC	0		\$225	
Conduit, MC, Wire, hardware (Es Support Hardware (for Airvac Ur		0 0	\$1,950 \$365	
MARKUP(INCLUDING USE TAX)	15% 8%		\$0 \$381	
ESCALATION(CONTINGENCY) MATERIAL TOTAL	670		\$234	\$3,155
DIRECT INSTALLATION LABOR COST - PER ATTACHED SHEE	TS			. ,
0 HOURS @ Straight	¢ 00.00	ELECTRICIAN	\$0 ¢1 594	
16 HOURS @ " 100 HOURS @ "	\$ 99.00 \$ 122.00	ELECTRICIAN SERVICE ELECTRICIAN	\$1,584 \$12,200	
0 HOURS @ Time & 1/2	Ψ 122.00		_ \$12,200 \$0	
0 HOURS @ "	\$ 129.00	ELECTRICIAN	\$0	
0 HOURS @ "	\$ 153.00	SERVICE ELECTRICIAN	_ \$0 	
0 HOURS @ Double 0 HOURS @ "	\$ 162.00	ELECTRICIAN	\$0 \$0	
0 HOURS @ "	\$ 189.00	SERVICE ELECTRICIAN	\$ 0	
SUPERVISION - 8% OF DIRECT LABOR HOURS (DETAILING,	-	R ATTACHED SHEETS AS DIRECT LABOR		
9.3 HOURS @ Straight	\$ 122.00		\$1,132	
0 HOURS @ " 0 HOURS @ Time & 1/2			_ \$0 \$0	
0 HOURS @ "			_ \$0	
0 HOURS @ Double			\$0	
0 HOURS @ "	201	THEODERIC DATES FOR MON DAY OF THE CONTROL OF THE C	\$0 #0	
LABOR TOTAL	0%	INCREASE RATES FOR NON DAY SHIFT/FUTURE RATES	\$0	\$14,916
DJE EQUIPMENT - LARGE OR SPECIAL TOOLING				Ţ- ·/ 51 0
EXCAVATOR/TRENCHING EQUI			\$0	
RIGGING / HOISTING / LULL /	FORKLIFT		\$450	
FLUKE CABLE TESTER CIRCUIT TRACER			\$0 \$75	
CORING			\$0	
POWER LOGGER			\$0	
PERMIT			\$0 #0	
ENGINEERING / DOCUMENT MAINTENANCE			\$0	
4 HOURS	\$ 96.00	SERVICE ENGINEER/FIELD DETAIL/SURVEY	\$384	
0 HOURS	\$ 80.00	BIM COORDINATOR/PLOTS/DWGS	\$0	
0 HOURS	\$ 65.00	ADMINISTRATIVE ASSISTANT	\$0	
DIRECT JOB EXPENSES / SMALL TOOLS / SAFETY / CONSUMI AS PERCENT @	0.0%	ID OF LABOR ABOVE TOTAL	\$0	
or AS ITEMIZED ON THE DJE CHEC			\$0	
DIRECT JOB EXPENSES TOTAL				\$909
	0%			\$18,980 \$0
SUBCONTRACTORS	070			φ0
			\$0	
X			\$0	
x x			\$0 \$0	
X SUBCONTRACTOR TOTAL			Ψ	\$0
FEE ON SUBS @ PLM BOND / INSURANCE COSTS	5%			\$0 \$0
TOTAL PRICE FOR THIS QUOTATION				\$18,980
				Ψ10,930



Date: 7/16/2024 Proposal ID: SCOT240716002-2

TO: Shawn Hugg City of Troy 4695 Rochester Road Troy, MI 48085 FROM: Eric J Peterson
PROJECT: COT FS3 AIRVAC Installation

Shaw Service and Maintenance Contacts

Eric Peterson, Service Engineer

Direct (248) 228-2080 | (248)534-7602 | epeterson@shawsi.com

Dispatch

Direct (248) 228-2080 | service@shawsi.com

After Hours Emergency Number

(877) 370-7076

Service Email

service@shawsi.com

Included	Excluded		Included	Excluded	
\boxtimes		Sales & Use Tax			Payment & Performance Bonds
	\boxtimes	Electrical Permit Costs & Fees		\boxtimes	Overtime Costs
		Fire Division Inspection Fees		\boxtimes	Temperature Controls
		Building Permit Fees			Patching &/or repair of holes in walls or floors

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

SCOPE OF WORK:

Furnish and install Mounting hardware for (8) Airvac Units

Suspend and install (8) new Airvac Units (provided by other) near locations marked on provided print and agreed upon by COT

Furnish and install conduit and wire to (2) locations as agreed upon for gas monitors (monitors provided by other)

Furnish and install conduit, wire and MC for (8) 20a circuits terminating at duplex receptacles for new Airvac Units

SHAW will rework existing electrical panels to provide a total of (9) 20a circuits on this project

Provide conduit and wire for (1) dedicated 20a circuit for Airvac control unit

Demo existing Plymovent control cabinet on wall, return to COT staff for disposal

Mount new Airvac control cabinet on wall at agreed upon location

Terminate electrical in new control cabinet (control cabinet and necessary electrical/control boards by other)

Furnish and install new conduit, MC and control cabling to rear bay doors

Install door contact on rear doors, terminate furnished control cabling to contacts and control boards within control cabinet

Install and terminate provided RF Receiver within control cabinet (RF Transmitter and Receiver provided by other)

SHAW will complete terminations within control cabinet per documented instructions

Equipment: \$909.00 Material: \$5,780.00 Labor: \$24,562.00

Total Offering Price: \$31,251.00

EXCLUSIONS & ASSUMPTIONS:

All work to be performed during normal working hours Monday through Friday.

Airvac Units, Filters, Controller Housing, Control boards, Gas Monitors and all other components of the system to be provided by COT.

Shaw will supply conduit, wire, MC, support hardware and other electrical materials to provide a complete installation

Startup services and programming by other

Painting of Conduit by other

RF Transmitter installation in vehicles by other

Eric J Peterson

Shaw Service & Maintenance

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Standard Terms & Conditions

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- 4. Terms are pending approval by Shaw Service & Maintenance credit manager.
- 5. This Proposal is based on the schedule and time durations presented at time of bid. A change in schedule shall constitute a change in scope of work.
- 6. All equipment furnished is F.O.B. shipping points with freight allowed to jobsite.
- 7. The price includes a warranty as specified in the Bid Documents. No other warranty is expressed or implied.

22100 TELEGRAPH RD SOUTHFIELD MICHIGAN 48033 PHONE: 248-228-2000 FAX: 248-228-2080



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

CITY OF TROY BULLETIN BREAKDOWN THROUGH JUNE 30TH, 2026

PROJECT:	CITY OF TROY	SHAW PROJECT #:	SCOT240716002
QUOTE FOR:	SHAWN HUGG	SHAW MMS RFC #:	
DATED:	7/16/2024	SHAW REVISION #: SHAW QUOTE DATE:	6/12/202
DESCRIPTION:	PER PROVIDED SCOPE- FS1 AIRVAC INSTALLATION	SHALL QUOIL DAIL	0/12/202
-	FS3		
PLANS ISSUED:	n/a		
SPECS. ISSUED:	n/a		
SKETCHES ISSUED:	п		
QTY ELEC/TECH DWGS	S ISSUED: 0		
MATERIAL	MISC	\$350	
	Conduit, MC, Wire, hardware (Estimated)	\$3,340	
	Support Hardware (for Airvac Units) 0	\$964	
		\$0	
	MARKUP(INCLUDING USE TAX) 15%	\$698	
	ESCALATION(CONTINGENCY) 8%	\$428	
DIRECT 111074	MATERIAL TOTAL		\$5,780
DIKECT INSTALLATION	LABOR COST - PER ATTACHED SHEETS	÷Ω	
	0 HOURS @ Straight 32 HOURS @ " \$ 99.00 ELECTRICIAN	\$0 \$3,168	
	160 HOURS @ " \$ 122.00 SERVICE ELECTRICIAN	\$3,100 \$19,520	
	0 HOURS @ Time & 1/2	\$19,320 \$0	
	0 HOURS @ " \$ 129.00 ELECTRICIAN	\$0	
	0 HOURS @ " \$ 153.00 SERVICE ELECTRICIAN	\$0	
	0 HOURS @ Double	<u> </u>	
	0 HOURS @ " \$ 162.00 ELECTRICIAN	\$0	
	0 HOURS @ " \$ 189.00 SERVICE ELECTRICIAN	\$0	
SUPERVISION - 8% OF	DIRECT LABOR HOURS (DETAILING, LOGISTICS) or PER ATTACHED SHEETS AS DIRECT LABOR		
	15.4 HOURS @ Straight \$ 122.00	\$1,874	
	0 HOURS @ "	<u>*</u> 0	
	0 HOURS @ Time & 1/2	\$0 \$0	
	0 HOURS @ " 0 HOURS @ Double	_ \$0 - \$0	
	0 HOURS @ Double 0 HOURS @ "	\$0 \$0	
	0% INCREASE RATES FOR NON DAY SHIFT/FUTURE RATES	\$0 \$0	
	LABOR TOTAL	Ψ~	\$24,562
DJE EQUIPMENT - LARG	SE OR SPECIAL TOOLING		
	EXCAVATOR/TRENCHING EQUIPMENT	\$0	
	RIGGING / HOISTING / LULL / FORKLIFT	\$450	
	FLUKE CABLE TESTER	\$0	
	CIRCUIT TRACER	\$75	
	CORING	\$0	
	POWER LOGGER	\$0 \$0	
	PERMIT	\$0 \$0	
ENGINEERING / DOCUM	MENT MAINTENANCE	φu	
ENGINEERING / DOCUM	4 HOURS \$ 96.00 SERVICE ENGINEER/FIELD DETAIL/SURVEY	\$384	
	0 HOURS \$ 80.00 BIM COORDINATOR/PLOTS/DWGS	\$30 4 \$0	
	0 HOURS \$ 65.00 ADMINISTRATIVE ASSISTANT	\$0	
DIRECT JOB EXPENSES	/ SMALL TOOLS / SAFETY / CONSUMMABLES / FIRST AID	τ-	
	AS PERCENT @ 0.0% OF LABOR ABOVE TOTAL	\$0	
	or AS ITEMIZED ON THE DJE CHECKLIST SHEET (Page 2 of 2)	\$0	
	DIRECT JOB EXPENSES TOTAL		\$909
	***		\$31,251
CURCONTRACTORS	0%		\$0
SUBCONTRACTORS		ėΩ	
	X	\$0 \$0	
	X X	\$0 \$0	
	x x	\$0 \$0	
	SUBCONTRACTOR TOTAL	φυ	\$(
	FEE ON SUBS @ 5%		\$(
PLM BOND / INSURANC			\$0
	THE CHATATION		•
TOTAL PRICE FOR T	UDITATION STEEL		\$31,251



Date: 7/16/2024 Proposal ID: SCOT240716002-3

TO: Shawn Hugg City of Troy 4695 Rochester Road Troy, MI 48085 FROM: Eric J Peterson
PROJECT: COT FS5 AIRVAC Installation

Shaw Service and Maintenance Contacts

Eric Peterson, Service Engineer | Direct (248) 22

Direct (248) 228-2080 | (248)534-7602 | epeterson@shawsi.com

Dispatch

Direct (248) 228-2080 | service@shawsi.com

After Hours Emergency Number (87

er (877) 370-7076

Service Email

service@shawsi.com

Included	Excluded		Included	Excluded	
\boxtimes		Sales & Use Tax			Payment & Performance Bonds
	\boxtimes	Electrical Permit Costs & Fees		\boxtimes	Overtime Costs
	\boxtimes	Fire Division Inspection Fees		\boxtimes	Temperature Controls
		Building Permit Fees			Patching &/or repair of holes in walls or floors

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

SCOPE OF WORK:

Furnish and install Mounting hardware for (4) Airvac Units

Suspend and install (4) new Airvac Units (provided by other) near locations marked on provided print and agreed upon by COT

Furnish and install conduit and wire to (2) locations as agreed upon for gas monitors (monitors provided by other)

Furnish and install conduit, wire and MC for (4) 20a circuits terminating at duplex receptacles for new Airvac Units

SHAW will rework existing electrical panels to provide a total of (5) 20a circuits on this project

Provide conduit and wire for (1) dedicated 20a circuit for Airvac control unit

Demo existing Plymovent control cabinet on wall, return to COT staff for disposal

Mount new Airvac control cabinet on wall at agreed upon location

Terminate electrical in new control cabinet (control cabinet and necessary electrical/control boards by other)

Furnish and install new conduit, MC and control cabling to rear bay doors

Install door contact on rear doors, terminate furnished control cabling to contacts and control boards within control cabinet

Install and terminate provided RF Receiver within control cabinet (RF Transmitter and Receiver provided by other)

SHAW will complete terminations within control cabinet per documented instructions

Equipment: \$909.00 Material: \$3,701.00 Labor: \$15,970.00

Total Offering Price: \$20,580.00

EXCLUSIONS & ASSUMPTIONS:

All work to be performed during normal working hours Monday through Friday.

Airvac Units, Filters, Controller Housing, Control boards, Gas Monitors and all other components of the system to be provided by COT.

Shaw will supply conduit, wire, MC, support hardware and other electrical materials to provide a complete installation

Startup services and programming by other

Painting of Conduit by other

RF Transmitter installation in vehicles by other

Eric J Peterson

Shaw Service & Maintenance

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Standard Terms & Conditions

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- 4. Terms are pending approval by Shaw Service & Maintenance credit manager.
- 5. This Proposal is based on the schedule and time durations presented at time of bid. A change in schedule shall constitute a change in scope of work.
- 6. All equipment furnished is F.O.B. shipping points with freight allowed to jobsite.
- 7. The price includes a warranty as specified in the Bid Documents. No other warranty is expressed or implied.

22100 TELEGRAPH RD SOUTHFIELD MICHIGAN 48033 PHONE: 248-228-2000 FAX: 248-228-2080



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

CITY OF TROY BULLETIN BREAKDOWN THROUGH JUNE 30TH, 2026

	HIS QUOTATION		\$20,580
PLM BOND / INSURANCE	FEE ON SUBS @ 5% E COSTS		\$
	X SUBCONTRACTOR TOTAL	υ	\$
	x x	\$0 \$0	
	X	\$0	
SOCONTRACTORS		\$0	
SUBCONTRACTORS	0%		\$
			\$20,58
	DIRECT JOB EXPENSES TOTAL	ψ0	\$90
	AS PERCENT @ 0.0% OF LABOR ABOVE TOTAL or AS ITEMIZED ON THE DJE CHECKLIST SHEET (Page 2 of 2)	\$0 \$0	
IRECT JOB EXPENSES /	SMALL TOOLS / SAFETY / CONSUMMABLES / FIRST AID	**	
	0 HOURS \$ 65.00 ADMINISTRATIVE ASSISTANT	\$0	
	0 HOURS \$ 80.00 BIM COORDINATOR/PLOTS/DWGS	\$0	
	4 HOURS \$ 96.00 SERVICE ENGINEER/FIELD DETAIL/SURVEY	\$384	
NGINEERING / DOCUM	ENT MAINTENANCE	\$0	
	PERMIT	\$0 *0	
	POWER LOGGER	\$0	
	CORING	\$0	
	CIRCUIT TRACER	\$75	
	FLUKE CABLE TESTER	\$ 45 0 \$0	
	EXCAVATOR/TRENCHING EQUIPMENT RIGGING / HOISTING / LULL / FORKLIFT	\$0 \$450	
JE EQUIPMENT - LARGE	E OR SPECIAL TOOLING		
	LABOR TOTAL		\$15,97
	0% INCREASE RATES FOR NON DAY SHIFT/FUTURE RATES	\$0 \$0	
	0 HOURS @ Double 0 HOURS @ "	\$0 \$0	
	0 HOURS @ "	\$0 #0	
	0 HOURS @ Time & 1/2	\$0	
	0 HOURS @ "	<u> </u>	
	9.9 HOURS @ Straight \$ 122.00	\$1,210	
UPERVISION - 8% OF D	DIRECT LABOR HOURS (DETAILING, LOGISTICS) or PER ATTACHED SHEETS AS DIRECT LABOR	ΨU	
	0 HOURS @ " \$ 162.00 ELECTRICIAN 0 HOURS @ " \$ 189.00 SERVICE ELECTRICIAN	\$0 \$0	
	0 HOURS @ Double	\$0 \$0	
	0 HOURS @ " \$ 153.00 SERVICE ELECTRICIAN	<u> </u>	
	0 HOURS @ " \$ 129.00 ELECTRICIAN	\$0	
	0 HOURS @ Time & 1/2	\$0	
	16 HOURS @ " \$ 99.00 ELECTRICIAN 108 HOURS @ " \$ 122.00 SERVICE ELECTRICIAN	\$1,584 \$13,176	
	0 HOURS @ Straight 16 HOURS @ " \$ 99.00 ELECTRICIAN	\$0 \$1.584	
DIRECT INSTALLATION I	LABOR COST - PER ATTACHED SHEETS		
	MATERIAL TOTAL	<u> </u>	\$3,70
	ESCALATION(CONTINGENCY) 8%	\$274	
	MARKUP(INCLUDING USE TAX) 15%	\$0 \$447	
	Support Hardware (for Airvac Units)	\$415	
	Conduit, MC, Wire, hardware (Estimated)	\$2,340	
MATERIAL	MISC	\$225	
QTY ELEC/TECH DWGS	ISSUED: 0		
SPECS. ISSUED: SKETCHES ISSUED:	н		
PLANS ISSUED:	n/a		
DESCRIPTION:	PER PROVIDED SCOPE- FS5 AIRVAC INSTALLATION	SHAW QUOTE DATE:	6/12/20
DATED:	7/16/2024	SHAW REVISION #:	
QUOTE FOR:	SHAWN HUGG	SHAW MMS RFC #:	
MINTE END:			



Date: 7/16/2024 Proposal ID: SCOT240716002-4

TO: Shawn Hugg City of Troy 4695 Rochester Road Troy, MI 48085 FROM: Eric J Peterson
PROJECT: COT FS6 AIRVAC Installation

Shaw Service and Maintenance Contacts

Eric Peterson, Service Engineer Di

Direct (248) 228-2080 | (248)534-7602 | epeterson@shawsi.com

Dispatch

Direct (248) 228-2080 | service@shawsi.com

After Hours Emergency Number

(877) 370-7076

Service Email

service@shawsi.com

Included	Excluded		Included	Excluded	
		Sales & Use Tax			Payment & Performance Bonds
	\boxtimes	Electrical Permit Costs & Fees		\boxtimes	Overtime Costs
	\boxtimes	Fire Division Inspection Fees		\boxtimes	Temperature Controls
	\boxtimes	Building Permit Fees		\boxtimes	Patching &/or repair of holes in walls or floors

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

SCOPE OF WORK:

Furnish and install Mounting hardware for (4) Airvac Units

Suspend and install (4) new Airvac Units (provided by other) near locations marked on provided print and agreed upon by COT

Furnish and install conduit and wire to (2) locations as agreed upon for gas monitors (monitors provided by other)

Furnish and install conduit, wire and MC for (4) 20a circuits terminating at duplex receptacles for new Airvac Units

SHAW will rework existing electrical panels to provide a total of (5) 20a circuits on this project

Provide conduit and wire for (1) dedicated 20a circuit for Airvac control unit

Demo existing Plymovent control cabinet on wall, return to COT staff for disposal

Mount new Airvac control cabinet on wall at agreed upon location

Terminate electrical in new control cabinet (control cabinet and necessary electrical/control boards by other)

Furnish and install new conduit, MC and control cabling to rear bay doors

Install door contact on rear doors, terminate furnished control cabling to contacts and control boards within control cabinet

Install and terminate provided RF Receiver within control cabinet (RF Transmitter and Receiver provided by other)

SHAW will complete terminations within control cabinet per documented instructions

Equipment: \$909.00 Material: \$3,701.00 Labor: \$15,970.00

Total Offering Price: \$20,580.00

EXCLUSIONS & ASSUMPTIONS:

All work to be performed during normal working hours Monday through Friday.

Airvac Units, Filters, Controller Housing, Control boards, Gas Monitors and all other components of the system to be provided by COT.

Shaw will supply conduit, wire, MC, support hardware and other electrical materials to provide a complete installation

Startup services and programming by other

Painting of Conduit by other

RF Transmitter installation in vehicles by other

Eric J Peterson

Shaw Service & Maintenance

402FR003S	Version B	03/22/2014	Page 1 of 2



Proposal & Scope of Work

Standard Terms & Conditions

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

22100 TELEGRAPH RD SOUTHFIELD MICHIGAN 48033 PHONE: 248-228-2000 FAX: 248-228-2080



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

CITY OF TROY BULLETIN BREAKDOWN THROUGH JUNE 30TH, 2026

QUOTE FOR: SHAWN HUGG DATED: 7/16/2024 DESCRIPTION: PER PROVIDED SCOPE- FS6 AIRVAC INSTALLATION PLANS ISSUED: n/a	SHAW MMS RFC #: SHAW REVISION #: SHAW QUOTE DATE:	6/12/202
DESCRIPTION: PER PROVIDED SCOPE- FS6 AIRVAC INSTALLATION		6/12/202
	-	
PLANS ISSUED: n/a		
PLANS 155UED: Ilya		
SPECS. ISSUED: "		
SKETCHES ISSUED: "		
QTY ELEC/TECH DWGS ISSUED: 0		
MATERIAL MISC	\$225	
Conduit, MC, Wire, hardware (Estimated) 0	\$2,340	
Support Hardware (for Airvac Units) 0	\$415	
	\$0	
MARKUP(INCLUDING USE TAX) 15%	\$447	
ESCALATION(CONTINGENCY) 8% MATERIAL TOTAL	\$274_	\$3,70
DIRECT INSTALLATION LABOR COST - PER ATTACHED SHEETS		φ3,/0.
0 HOURS @ Straight	\$0	
16 HOURS @ " \$ 99.00 ELECTRICIAN	\$1,584	
108 HOURS @ " \$ 122.00 SERVICE ELECTRICIAN	\$13,176	
0 HOURS @ Time & 1/2	\$0	
0 HOURS @ " \$ 129.00 ELECTRICIAN	\$0	
0 HOURS @ " \$ 153.00 SERVICE ELECTRICIAN	\$0	
0 HOURS @ Double	\$0 *0	
0 HOURS @ " \$ 162.00 ELECTRICIAN 0 HOURS @ " \$ 189.00 SERVICE ELECTRICIAN	\$0 \$0	
SUPERVISION - 8% OF DIRECT LABOR HOURS (DETAILING, LOGISTICS) or PER ATTACHED SHEETS AS DIRECT LABOR	φo	
9.9 HOURS @ Straight \$ 122.00	\$1,210	
0 HOURS @ "	\$0	
0 HOURS @ Time & 1/2	\$0	
0 HOURS @ "	\$0	
0 HOURS @ Double	\$0	
0 HOURS @ "	<u>\$0</u>	
0% INCREASE RATES FOR NON DAY SHIFT/FUTURE RATES	\$0	¢1E 07/
LABOR TOTAL DJE EQUIPMENT - LARGE OR SPECIAL TOOLING		\$15,97
EXCAVATOR/TRENCHING EQUIPMENT	\$0	
RIGGING / HOISTING / LULL / FORKLIFT	\$450	
FLUKE CABLE TESTER	\$0	
CIRCUIT TRACER	\$75	
CORING	\$0	
POWER LOGGER	\$0	
PERMIT	\$0 #0	
RIGINEEDING / DOCUMENT MAINTENANCE	\$0	
INGINEERING / DOCUMENT MAINTENANCE 4 HOURS \$ 96.00 SERVICE ENGINEER/FIELD DETAIL/SURVEY	\$384	
0 HOURS \$ 80.00 BIM COORDINATOR/PLOTS/DWGS	\$0	
0 HOURS \$ 65.00 ADMINISTRATIVE ASSISTANT	\$0	
DIRECT JOB EXPENSES / SMALL TOOLS / SAFETY / CONSUMMABLES / FIRST AID	•	
AS PERCENT @ 0.0% OF LABOR ABOVE TOTAL	\$0	
or AS ITEMIZED ON THE DJE CHECKLIST SHEET (Page 2 of 2)	\$0	
DIRECT JOB EXPENSES TOTAL		\$909 \$20,590
0%		\$20,580 \$4
SUBCONTRACTORS		\$0
	\$0	
X	\$ 0	
X	\$0	
<u> </u>	\$0	
SUBCONTRACTOR TOTAL		\$
FEE ON SUBS @ 5% PLM BOND / INSURANCE COSTS		\$(
		\$0
		\$20,580

Specification packs available upon request. Please email or call us at sales@airvacuumcorporation.com TOLL FREE 800-540-7264



The World Leader in Engine Exhaust Removal Systems for the Fire & EMS Industry.



Air Vacuum Corporation

6 Faraday Drive, Dover, New Hampshire 03820 ph: 800-540-7264 fax: 603-743-3111 www.airvac911.com

GO GREEN, GO AIRVAC 911®



BREATHE LLEAN AIR





AIRVAC 911® **Engine Exhaust Removal System**

HANDS FREE

Celebrating 25 Years







GSA Contract Holder



For a free proposal or more info, contact Air Vacuum Corporation. **Protecting First Responders**

800-540-7264

airvac911.com/FreeProposal

THE #1 5YSTEM PREFERRED BY FIRE CHIEFS



PROTECT YOUR FIRST RESPONDERS

Breathe Clean Air with AIRVAC 911®

For a quarter century Air Vacuum Corporation's dedicated team has been protecting first responders worldwide by automatically removing diesel carcinogens from fire stations and EMS facilities with its custom designed engine exhaust removal system, AIRVAC 9118.

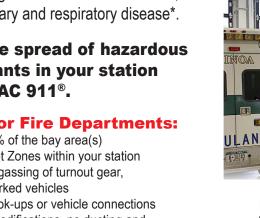
AIRVAC 911® is the most effective and efficient exhaust removal system available. No building modifications, no hoses and no vehicle attachments. That means no interference with your daily operations or emergency response time. A sophisticated UL certified "Smart Timer" control panel automatically activates the AIRVAC 911® system so that particulate and gases are constantly removed 24 hours a day, 7 days a week, 365 days a year. It's no wonder our system is preferred by stations worldwide.

FACT: According to OSHA, prolonged, uncontrolled exposure to diesel exhaust and diesel particulate matter can increase the risk of lung cancer and cardiovascular, cardiopulmonary and respiratory disease*.

Control the spread of hazardous contaminants in your station with AIRVAC 911®.

Benefits for Fire Departments:

- Protects 100% of the bay area(s)
- Eliminates Hot Zones within your station
- · Removes off-gassing of turnout gear, hoses and parked vehicles
- No hoses, hook-ups or vehicle connections
- · No building modifications, no ducting and no outside exhausting
- 100% automatic
- · Only system to remove engine exhaust that re-enters the building
- Half the cost of hose systems
- Virtually zero maintenance
- · Energy efficient LEED/green design
- Most comprehensive warranty in the industry





Benefits for EMS Facilities:

The same benefits as fire departments, plus:

- · Maintains building temperature to protect sensitive medical equipment
- Provides a clean, safe environment for workers and patients
- Eliminates particulate residue or contaminants on medical equipment
- Flexible vehicles may park in any bay
- Installs easily in low and high ceiling areas



Manufactured and distributed by Air Vacuum Corporation. Installed by factory technicians or local contractors.

AND FIRST RESPONDERS WORLDWIDE

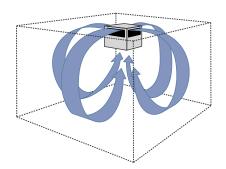


In my opinion, these are the best by far for safety concerns about the air in the fire hall bays.

City of Chattanooga
 Fire Department, TN

MAXIMIZE PARTICULATE AND GAS REMOVAL FROM THE BREATHING ZONE

Only Hoseless System with a Multi-Directional Airflow Design



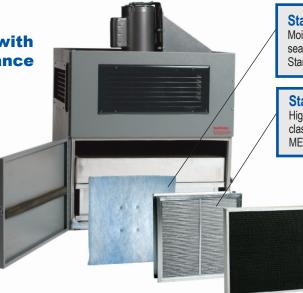
Continuously filter the air and eliminate dead spots of exhaust. The AIRVAC 911® system is built on our proprietary "Coanda Design" which allows for 360-degree vertical and horizontal air movement throughout the entire bay area. In head-to-head comparisons with unidirectional air cleaners, AIRVAC 911® cleans more air at a faster and more efficient rate.

Eliminates "Engine Exhaust Backwash" and Hot Zones

AIRVAC 911® removes engine exhaust that re-enters the station when vehicles depart and return. It also addresses the entire apparatus area and contaminant Hot Zones regardless of parking configuration, vehicle quantity and the type of vehicle.

Four-Stage Filter Pack with Virtually Zero Maintenance

The AIRVAC 911® Engine Exhaust Removal System also features four fully adjustable, clean air return airflow for high-performance protection.



Stage 1: Three-Ply Pre-Filter

Moisture-resistant, 3-ply polyester media. Self-sealing continuous link design. Class 2 filter, UL Standard 900 and CAN 4-S111.

Stage 2: HEPA MAX 3000

High-efficiency particulate air filter. UL/ULC classified; Class 2 filter ASHRAE 52.2 tested to MERV 16 (>98% efficiency).

Stage 3 and 4:

MULTISORB 3000

Consists of a 50/50 blend of high performance and enhanced porosity carbons: Impregnated Activated Alumina and Coconut Shell Activated Carbon. Certified UL CLASS-1.

For a free proposal with specifications, call 800-540-7264, go to airvac911.com/FreeProposal or email us at sales@airvacuumcorporation.com





Air Vacuum Corporation P.O. Box 517 Dover, New Hampshire 03821

airvac911.com

TOLL FREE: 800-540-7264

FAX: 603-743-3111

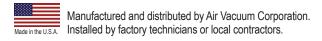
EMAIL: sales@airvacuumcorporation.com







AIRVAC 911® Meets NFPA 1500, OSHA, IBOCA, EPA, GSA Standards



one of the biggest benefits is that the AIRVAC 911° Engine Exhaust Removal system addresses the blast of exhaust received when the apparatus leaves the apron. Hose systems disconnect as the unit leaves the bay and do not capture the 'second' dump of tumes.

-Ripon Fire District, Ripon, CA

As an ambulance service, we value having clean equipment and vehicles for our patients as well.

The air in our vehicle bay actually feels better and smells better!

-Bethel, VT

F 800-540-7264 airvac911.com/FreeProposal

LEED design? 3 phase available



PRODUCT FEATURES

Standard: 3/4 HP, 110/208-230 Volt, single phase motor. UL Approved (3 phase available)

Four Pre-drilled mounting holes for chain mounting or for threaded rod brackets (provided with unit)

8 foot 14-3 pre-molded electrical cord.

UNIT WEIGHT: 190 Pounds with filtration, 135 Pounds without.

Automated filter gauge indicates when it is time to replace filters.

16 Gauge steel construction. Industrial baked "Gray" Powder Coat Finish.



UNIQUE

Four-Sided adjustable air flow grills create an "Umbrella Like" clean air pattern.

Feature allows for a customized air flow pattern within any size/shape building.

FULLY AUTOMATIC - NO HOOK UPS, VEHICLE ATTACHMENTS or HANDS ON NEEDED! Unique 4-stage filter pack. Removes both the gasses and particulate generated via diesel or gas vehicles. Creates a healthier work environment.

NO BUILDING MODIFICATIONS or HEATING LOSS.

HIGHLY AFFORDABLE = 1/3 TO 1/2 THE COST OF HOSE SYSTEMS

ZERO INTERFERENCE WITH VEHICLE OPERATIONS.

MADE IN THE USA

MEETS NFPA/OSHA/EPA/FEMA



door opens right to left and NOT down

onto person changing filters.

The World Leader In Engine Exhaust Removal Systems for the Fire and EMS Industry



AIRVAC 911[®] Engine Exhaust Removal System

The most effective solution to the removal of hazardous engine exhaust.

Compact, Quiet and Affordable.

Filter replacements under ½ the cost of the competition!

Highest efficiency within the industry!

Filter replacements easily slide in and out.

AIRVAC 911® "4-STAGE" FILTER PACK

(STAGE 1) PRE-FILTER: 24" X 24" X 1". 3-PLY POLYESTER CONSTRUCTION. TWO LAYERS OF 16/40 DUAL DENIER POLY FIBERS WITH A FINAL DUST CATCHING ADHESIVE LAYER. SELF-SEALING FILTER WITH PRE-INSTALLED INTERNAL HEAVY GAGE WIRE FRAME. PERFORMANCE BASED ON A.S.H.R.A.E. 52.1-1992 TEST METHOD. CLASSIFIED AS A UL CLASS 2 FILTER, ACCORDING TO UL STANDARD 900 AND CAN 4-S111.

(STAGE 2) MAIN MEDIA FILTER: 24" X 24" X 6". "HEPA MAX 3000" HIGH EFFICIENCY PARTICULATE AIR FILTER. DOP TESTED WITH 0.3 MICROMETER SIZED PARTICLES TO HAVE A MINIMUM EFFICIENCY OF 95% UP TO 99.97% AND EXCEEDS THE MAXIMUM EFFICIENCY OF 98% ASHRAE 52.1 TESTED FILTERS. CONSISTS OF A PLEATED MEDIA PACK ENCLOSED WITHIN A GALVANIZED STEEL FRAME ASSEMBLY. ULTRA-FINE FIBERGLASS MEDIA FORMED IN A SERIES OF PLEATS SEPERATED BY CORRUGATED ALUMINUN DIVIDERS TO MAINTAIN UNIFORM SPACING BETWEEN EACH PLEAT FOR OPTIMAL AIRFLOW. CLASSIFFIED CLASS 2 ACCORDING TO U.L. STANDARD 900 AND IS CLASSIFIED MERV 16 IN ACCORDANCE WITH ASHRAE STANDARD 52.2. FOR INSTALLATION SAFETY, TOTAL WEIGHT NOT TO EXCEED 16 LBS.

(STAGES 3&4) GAS-PHASE EXTRACTOR: ONE 24" X 24" X 4", "MULTISORB 3000" BLENDED GAS PHASE EXTRACTOR. 50/50 RESPIRATOR GRADE ACTIVATED CARBON GRANUALS EFFECT FOR REMOVAL OF HIGH WEIGHT MOLECULAR GASES WITHIN DIESEL EXHAUST (VOC'S, HYDROCARBONS, BENZENE, OCTANE, METHANOL AND MORE) AND POTASSIUM PERMANGANATE FOR REMOVAL OF LIGHT WEIGHT MOLECULAR GASES (SULFUR DIOXIDE, NITROGEN DIOXIDE, FORMALDEHYDE AND MORE). EACH FILTER IS CONSTRUCTED WITHIN A 24ga METAL FRAME WITH INTERNAL "HONEYCOMB" CONTAINMENT STRUCTURE. 50/50 BLEND EQUATES TO 14 LBS EACH. FOR INSTALLATION SAFETY, TOTAL WEIGHT NOT TO EXCEED 28 LBS.

The World Leader In Engine Exhaust Removal Systems for the Fire and EMS Industry

GENERAL INSTALLATION DESCRIPTION

(Please consult your local code requirements)

EACH UNIT SHALL BE HUNG USING THREADED ROD OR 500 LB. CHAIN (minimum) TO EACH CORNER OF THE AIRVAC-911 UNIT. ROD WIDTHS SHOULD MEET OR EXCEED THE FOLLOWING: 3/8" UP TO 30", 1/2" FOR 30"- 72", 5/8" FOR 72"-120". THE INSTALLER SHALL PROVIDE A SAFE AND STURDY MOUNT FROM THE CEILING SUPPORTS VIA, PRE-DRILLED UNISTRUT, BOLTING DIRECTLY TO EXISTING CEILING JOIST/TRUSS OR OTHER ACCEPTABLE MEANS. THE INSTALLATION SHALL PROVIDE A SAFE AND RUGGED MOUNT FOR EACH INDIVIDUAL UNIT. PRE-DRILLED MOUNTING BRACKETS & HOLES FOR "S" HOOKS, SHALL BE PROVIDED BY THE MANUFACTURER AT THE PROPER LOCATIONS FOR EACH UNIT (TOP EACH CORNER). EACH "AIRVAC-911" UNIT WEIGHS APPROXIMATELY 130 POUNDS WITHOUT FILTRATION, AND UP TO 190 POUNDS, WITH FILTERS. OPTIMUM HEIGHT OF THE AIRVAC-911 UNIT IS 10' TO 15' (BOTTOM OF UNIT OFF FINISHED FLOOR).

- **1. AVEC CONTROLLER:** ADJUSTABLE LOW VOLTAGE TIMER (6 TO 60 MINUTES) FOR "AUTO OFF" AFTER ACTIVATION. NORMAL USAGE REQUIRES A RUN TIME OF APPROXIMATELY 15-20 MINUTES. WITH INSTALLATIONS OF OVER 4 UNITS THE CONTROL PANEL MAY "CASCADE/SEQUENTIAL ACTIVATE" THE UNITS IN SETS OF TWO WITH A DELAY TO DECREASE THE SURGE OF POWER NEEDED TO ACTIVATE THE SYSTEM. **2.** FRONT PANEL, LED LIGHT, TO INDICATE SYSTEM "ON/OFF."
- 3. MANUAL THREE POSITION TOGGLE SWITCH PROVIDED FOR THE FOLLOWING FUNCTIONS: "ON" (CONTINUOUS RUN) AND "OFF" (OVERRIDE SHUT DOWN), AND "AUTOMATIC MODE". ALSO PROVIDED, ONE MANUAL "TEST SYSTEM" TOGGLE SWITCH, TO RUN FOR ONE TIMED CYCLE.
- 4. THE CONTROL BOX WILL BE CONSTRUCTED USING A NEMA 4 FIBERGLASS ENCLOSURE.
- **5.** FOR PHOTO ELECTRIC ACTIVATION & OTHER DEVICES REQUIRING 24 VOLT POWER THE AVEC CONTROLLER SHALL BE DESIGNED WITH A 24VAC-2 AMP POWER SUPPLY SO AS TO POWER REMOTE PHOTO ELECTRIC EYE SWITCHES, THESE TYPE SWITCHES ARE RECOMMENDED WITH AN INDOOR RANGE OF UP TO 200'. THESE PHOTO BEAMS & BEAMS OF HIGHER RANGE ARE AVAILABLE THROUGH AIR VACUUM CORP. OTHER DEVICES SUCH AS CO & NO2 GAS SENSORS ARE AVAILABLE.

SEQUENCE OF OPERATION:

RECOMMENDED LOCATIONS FOR EACH UNIT AND OTHER SYSTEM INFORMATION IS SHOWN ON THE ENCLOSED DRAWINGS OF THE APPARATUS AREA. RECOMMENDATIONS ARE BASED ON OPTIMUM "ZONE CAPTURE" OF EXHAUST EMISSIONS, AS GENERATED, IN THE VICINITY OF ENGINE EXHAUST PIPES; AS WELL AS "AIR CHANGES PER HOUR" (ACH) OF RE-CIRCULATION CAPACITY ON THE FLOOR, BASED ON THE CUBIC FOOTAGE OF THE CONTROLLED AREA AND THE ACTIVITY LEVEL OF THE DEPARTMENT (# OF RUNS). "AUTO ON" ACTIVATION OF ALL UNITS SHOULD BE ACCOMPLISHED WITH LOW VOLTAGE, "MOMENTARY CONTACT", SWITCHES WIRED AS NORMALLY OPEN (PHOTO EYES, DOOR SWITCHES, VEHICLE TRANSMITTER/RECEIVERS, CO/NO2 DETECTORS AND MORE). PHOTO EYES HAVE A RANGE OF 200' AND MAY TRANSMIT THE WIDTH OF THE APPARATUS AREA ARE RECOMMENDED TO BE INSTALLED 7+' OR HIGHER (TO AVOID UNECESSARY ACTIVATION VIA PERSONNEL WALKING INTO THE BEAM). ONCE ACTIVATED THE "AVEC" CONTROLER SHALL RUN FOR ITS PRE-SET TIME. GENERALLY, 18 TO 20 MINUTES. HOWEVER, TIMER SETTINGS ARE FULLY ADJUSTABLE FROM 0.1 SECONDS TO 100 HOURS. "MANUAL ON" ACTIVATION MAY ALSO BE ACCOMPLISHED VIA A THREE POSITION TOGGLE SWITCH ON THE AVEC CONTROL (ON-OFF-AUTO) AND VIA WIRING CONTROL CIRCUIT (MUSHROOM TYPE BUTTONS) TO CONVENIENT LOCATIONS THROUGHOUT THE STATION (I.E.- FLOOR AREA, DISPATCH OFFICES, ETC.)

STANDARD 120 VOLT INSTALLATION -

- Provide a dedicated 120 Volt 20 amp circuit to feed the AVEC Controller
- Provide a dedicated 120 volt 20 amp circuit for each AIRVAC 911 unit being installed from the electric panel to the "AVEC" Control terminating at contactors C1,C2, ect... on terminals L1,L2 or L3. This is the line side.
- 3 pole contactors are used as standard components within the AVEC Control as units are typically wired 2 per contactor. The number of units allowed per contactor are labeled on schematic or panel cover.
- Run the load side wiring from T1,T2.or T3 to unit locations terminating to a 120V 20A receptacle. Units are supplied with an 8-foot cord.
- All wiring shall comply with NEC and local codes.

LOW VOLTAGE CONTROL WIRING -



The World Leader In Engine Exhaust Removal Systems for the Fire and EMS Industry

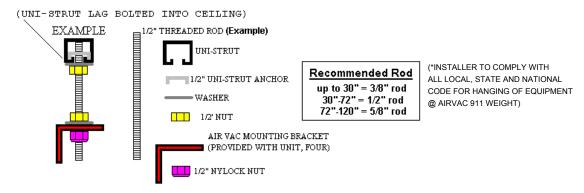
- Control wiring originates from "AVEC" Control panel: Terminals X1 and X2 for 24V power supply and S1,S2 for signal. Photo eyes are mounted on the walls to shoot across multiple overhead doors without any obstructions to see one another clearly. Mount each eye approximately 7+ feet high so vehicle breaks the beam while passing through.
- From the AVEC Control, both Transmitter & Receiver requires 24v wiring on terminals 1 and 2 from terminals X1 & X2 of the AVEC control. The Receiver also requires signal wiring from AVEC S1,S2 on terminals 3 and 5 which is common and normally open.
- The Door switches mount to overhead door rails with a magnet mounted to the overhead door itself at a minimum 6 inches below the rail mounted switch. When door any opens it passes by momentarily and activates ALL of the AIRVAC 911 units installed.
- Door switches are wired to S1 and S2 of the AVEC Controller only & can be run in parallel.
- Control wiring can be 18/4 shielded cable and can terminate at first device. There is no need to run separate cables back to control panel unless desired.
- If the fire station is a drive through bay, repeat this process for rear set of devices.



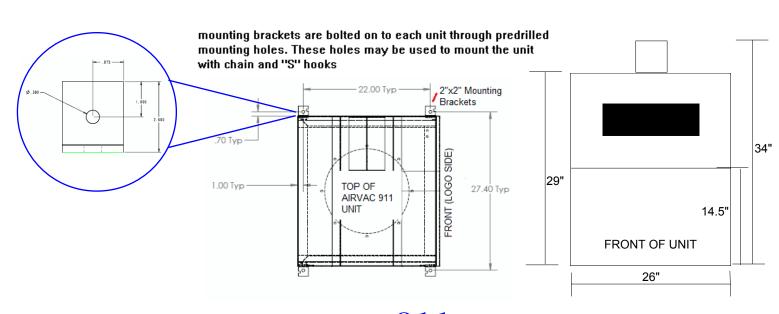
INSTALLATION DESCRIPTION (Cont.)

PLEASE CONSULT YOUR SALES REP FOR INSTALLATION INSTRUCTIONS AND DIAGRAMS FOR MOTOR VOLTAGES OF 208 VOLT (SINGLE PHASE) & THREE PHASE INSTALLATIONS.

HANGING HARDWARE

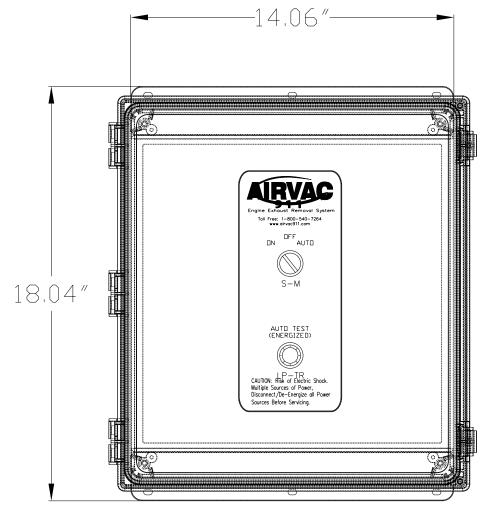


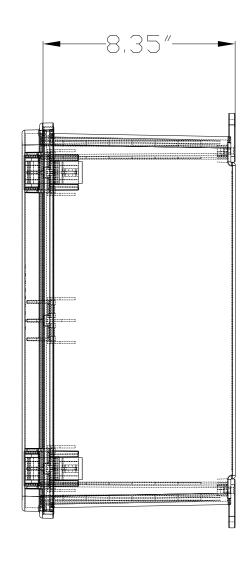
Hanging Height: The bottom of each unit should be mounted between 9' to 11' from the floor to provide optimal performance of the "AIR VAC-911" system.

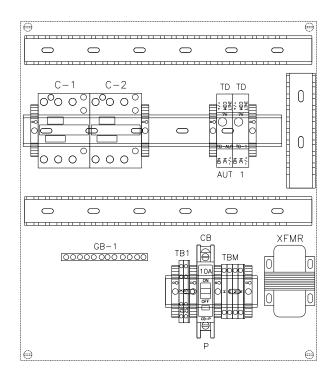


www.airvac911.com

New AVEC Standard Panels Prepared for: **Air Vacuum Corporation** P.O. Box 517 **Dover NH 03821-0517**







TYPE 4X ENCLOSURE

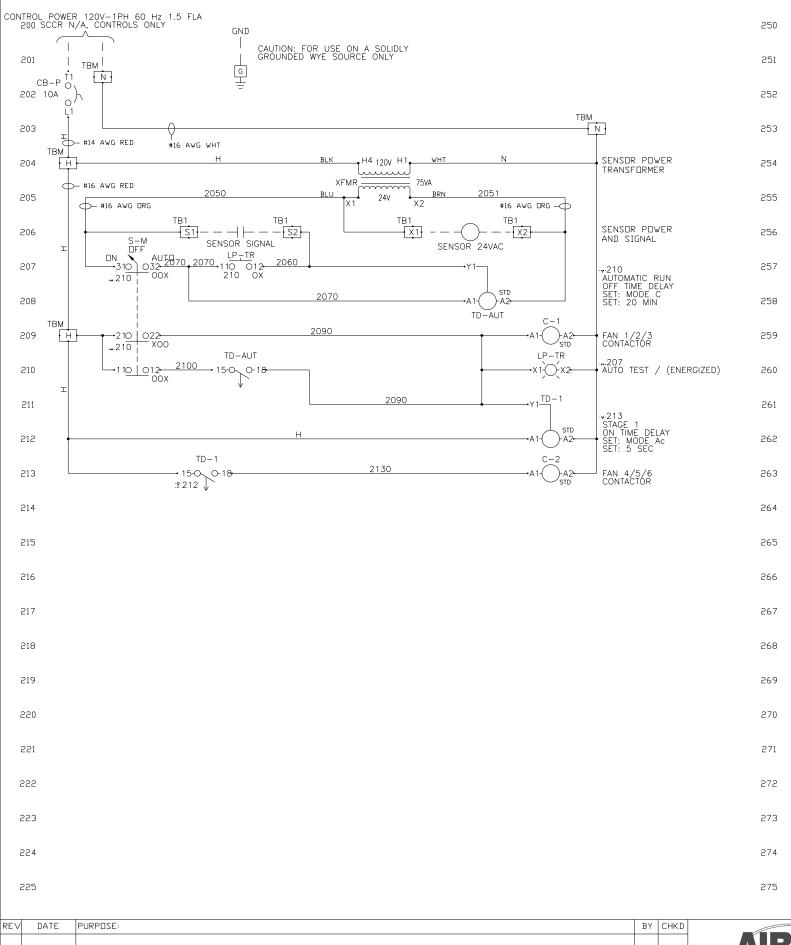
PANEL TO BE UL LISTED (usUL, cUL) INDUSTRIAL CONTROL PANEL UL508A FILE NO E109698

REV	DATE	PURPDSE:	BY	CHKD	

AIRVAS
Engine Exhaust Removal System
Toll Free: 1-800-540-7264, www.airvac911.com

DESIGNED BL	Ø8/2Ø18	FOR: AIRVAC	
DRAWN	DATE		
DCR	08/2018	THIS DRAWING, AND ALL REPRESENTED DATA, ARE THE PROPERTY OF THE NAMED COMPANY IN THE TITLE BLOCK, THIS DRAWING	_
CHECKED	DATE	SHALL NOT BE REPRODUCED, COPIED, OR DISCLOSED EXCEPT FOR	,
		MAINTENANCE PURPOSES BY THE USING CUSTOMER.	

AVEC 2C 2 CONTACTOR - (Ø4)1 PH	FANS	/	(Ø6)	3 PH	
DRAWING SET: 2019-189-AVFC-2C				SHEE	ne.



AIDVAO	DESIGNED BL	Ø8/
	DRAWN DCR	Ø8/
Engine Exhaust Removal System	CHECKED	
oll Free: 1-800-540-7264, www.airvac911.com		

DESIGNED BL	Ø8/2Ø18	FOR: AIRVAC
RAWN	DATE	
DCR	08/2018	THIS DRAWING, AND ALL REPRESENTED DATA, ARE THE PROF OF THE NAMED COMPANY IN THE TITLE BLOCK, THIS DRAWI
CHECKED	DATE	SHALL NOT BE REPRODUCED, COPIED, OR DISCLOSED EXCEPT MAINTENANCE PURPOSES BY THE USING CUSTOMER.

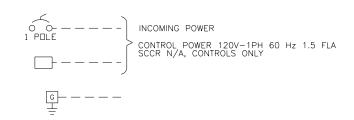
CONTROL SCHEMATIC
AVEC 2C
2 CONTACTOR - (04)1 PH FANS / (06)3 PH FANS

DRAWING SET:
2019-189-AVEC-2C
SHEET:
2015 3

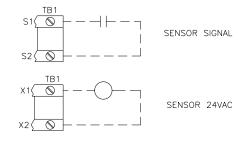
(= Old Model # AVEC-4C)

CONNECTIONS

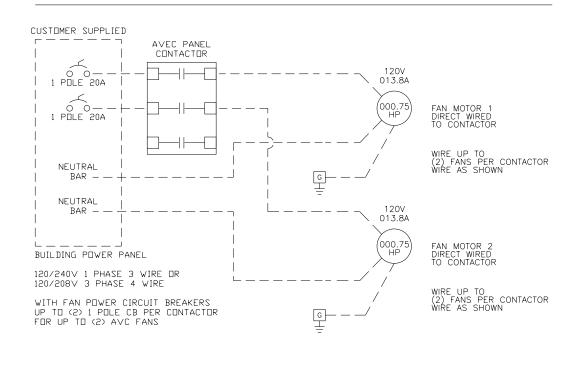
120V POWER CONNECTIONS



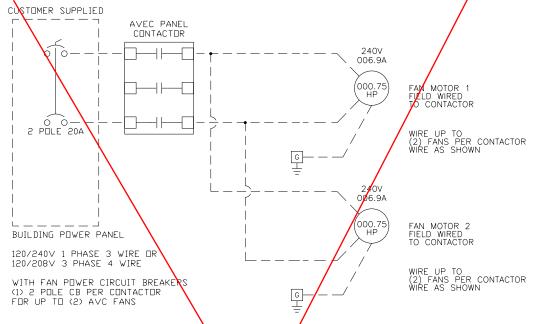
SENSOR CONNECTIONS



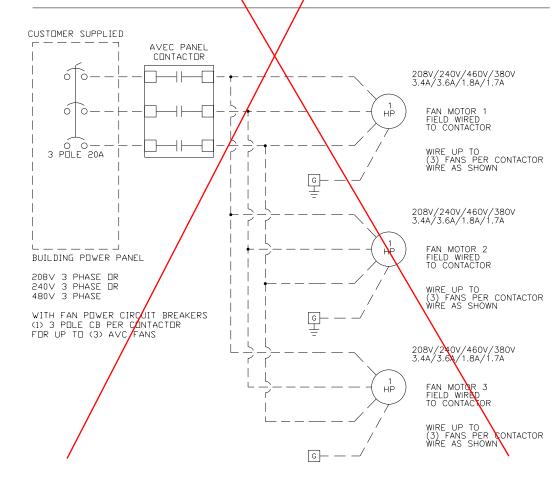
1 PHASE 120V FAN POWER WIRING



PHASE 2 WIRE FAN POWER WIRING



3 PHASE 3 WRE FAN POWER WIRING



NOTES:
1) FAN POWER CIRCUIT PROTECTION PROVIDED BY OTHERS
2) FAN MOTORS IN CLUDE INTERNAL MOTOR OVERLOAD PROTECTION

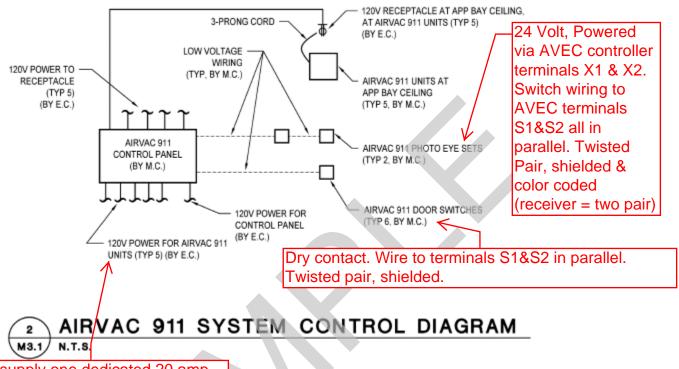
REV	DATE	PURPOSE:	BY	CHKD

AIRVAS
Engine Exhaust Removal System
Toll Free: 1-800-540-7264, www.airvac911.com

	DESIGNED BL	Ø8/2Ø18	FOR: AIRVAC
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n			MAINTENANCE PURPOSES BY THE USING CUSTOMER

FIELD CONNECTIONS AVEC 2C	
2 CONTACTOR - (04)1 PH FANS / (06)	3 PH FANS
drawing set: 2019-189-AVEC-2C	SHEET: 3 □F 3

2019-189-AVEC-2C



From power supply one dedicated 20 amp circuit per AIRVAC 911 Unit pre-wired @ 115 volts



The World Leader In Engine Exhaust Removal Systems for the Fire and EMS Industry

AIRVAC 911® Automatic Vehicle Exhaust Control System Installation Information for Catalog Number(s) AVEC-2C, -4C, -6C, -8C, 10C

GENERAL: Each standard AVEC Panel (AVEC-2C, -4C, -6C, -8C, -10C) controls multiple AIRVAC 911® units (2, 4, 6, 8, 10 units respectively). All standard AVEC Panel are essentially identical, except for how many AIRVAC 911® units they control. Each standard AVEC Panel comes with a panel layout and electrical schematic drawing with information for all field connections. Refer to AVEC Panel drawings for detailed wiring information.

120V AIR-VAC 911 POWER WIRING: 120V power wiring (through the standard AVEC Panel) to individual AIRVAC 911® units must be protected by overcurrent devices per NEC requirements. Refer to AVEC Panel drawings for detailed wiring information.

120V CONTROL POWER WIRING: 120V control power wiring to each standard AVEC Panel should come from a dedicated 120V power circuit. If a dedicated circuit is not available for this purpose, 120V control power can come from line side wiring of an AIRVAC 911® unit. Refer to AVEC Panel drawings for detailed wiring information.

OPERATOR CONTROLS: Each standard AVEC Panel comes with an ON-OFF-AUTO Selector and an Illuminated Pushbutton.

- In the ON position, the AVEC startup sequence is initiated and AVEC Units will remain energized.
- In the OFF position, all AVEC Units will be de-energized.
- In the AUTO Position, the AVEC startup sequence is initiated (by an external contact closure or by pressing the Illuminated Pushbutton) and all AVEC Units will remain ON for 20 Minutes (Factory Setting) or desired time.
- The Illuminated Pushbutton will illuminate when AVEC units are ON.

STARTUP SEQUENCE: Upon initiation, two AIRVAC 911® units will energize. Remaining AIRVAC 911® units will energize in groups of two (after 15 second delays) until all AIRVAC 911® units are energized.

24V EXTERNAL SENSOR POWER: Each standard AVEC Panel comes with a 40W 120V to 24V transformer to power specific field devices available from Air Vac (i.e SecoLarm or Takex photo eyes, Macurco/Honeywell E3 CO/NO2 Gas detection switches, etc.). It is recommended that the installer use a 2 pair, shielded and color coded cable for low voltage wiring. Refer to the appropriate standard AVEC Panel for detailed wiring information.

120V EXTERNAL (SEQUENCE INITIATE IN AUTO) CONTACT WIRING: Each standard AVEC Panel allows the AVEC startup sequence to be initiated by an external contact closure in the AUTO Position. Refer to AVEC Panel drawings for detailed wiring information.

AIRVAC 911® SEQUENCE OF OPERATIONS

AIRVAC 911® Units are ceiling hung and do not interfere with vehicle operations. The AIRVAC 911® system is 100% self-contained and do not require any manual vehicle/manual connections nor do they require any building modifications, duct work or exhaust to the outdoor environment.

The quantity of AIRVAC 911® units for an apparatus area is determined by the cubic footage of air space within the apparatus area, number of vehicles and the level of runs per year from the bay area.

Once the quantity of AIRVAC 911® units is determined they are spaced evenly throughout the apparatus area to create an even air flow within the space. When applicable, units are generally mounted in between vehicle bays and the bottom of each unit is mounted higher than the tallest vehicle. Ideally the closer to the source of exhaust the better and it is recommended, if possible, to mount the bottom of the units at 10'-13'.

All units are wired through Air vacuum Corporations AVEC Control Panel and are triggered via any combination of low voltage activation devices. AIRVAC 911[®] Standard voltage is 115 Volt, single phase. Other voltages and 3-phase options are available.

The "standard" activation package consists of dry contact low voltage overhead door momentary magnetic switches (triggers via door movement) & photo electric eye motion sensors (triggers via vehicle movement). Photo electric eyes consist of a transmitter & receiver (24 V powered out of our AVEC Control) with an indoor range of 90'+ and mounted approximately 7'+ off the floor so personnel walking through the doors will not accidentally trigger the system. Generally, one set of photo eyes for all overhead doors at each end of the building.

Additional switches are available: CO, NO2, Tone Alert, Manual Push Buttons & Vehicle ignition radio transmitters.

General run time = 18-20 minutes and any installation with over 4 AIRVAC 911® units will sequentially activate units in blocks of two's every 10-15 seconds apart. The timing cycle will reset and start over upon every switch signal received by the AVEC Control timer. Units will then shut down automatically when time expires and wait for a new activation signal. To end a current run cycle the end user may turn the 0n-off-auto dial to off and then back to auto mode. This will clear the timing cycle for that run. The AIRVAC 911 System can be manually run for as long as the end user would like by turning the on-off-auto dial to on. The user may also push the "test" button while the dial is in auto mode and the system will run for its preset time 18-20 minutes.

Maintenance:

Periodic filter changes are the only maintenance required for the AIRVAC 911® System. Each unit consists of 3 physical filters (4-stage filter pack). Stage 1 prefilter requires replacement every 2-4 months. Stages 2 HEPA MAX, 3 & 4 MULTISORB CARBON (stages 3&4 are blended into one 4" filter panel) are replaced every 12-24 months.

Filter replacement video: https://youtu.be/QUiCcHUOYXg

System over view video: https://youtu.be/TkQNb-bWdVc



ACTIVATION DEVICES

Some items are options: N505ATM/ST Magnetic Door Switch & Takex PB030TK Photo Electric Eye Switches are standard equipment.

OTHER OPTIONS:

Tone Activation
Vehicle ignition transmitters
Manual Push Buttons
CO/NO2 gas detection

Also available from SECO-LARM:

Quad Photobeam Detectors



- 4 Models available up to 660ft (200m) range
- Weatherproof
- 12~24 VAC/VDC
- Laser-beam alignment

Reflective Photobeam Sensor





- Available with 45ft (14m) or 35ft (11m) range
- Weatherproof
- Mounting hardware included
- · Reflector included

Curtain Sensors



- 2, 4, 6, 8 or 10 Beams available
- Up to 50ft (15m) range
- Weatherproof
- Slimline design
- · Laser-beam alignment

Hooded Reflective Photobeam Sensor



- Available with 50ft (15m) or 33ft (10m) range
- Weatherproof
- Polarized version available
- · Round reflector included

Long-Range Barrier Sensors



- 2, 4, 6, or 8 Beams available
- Up to 393ft (120m) range
- Weatherproof
- Multi-frequency
- Adjustable interruption time

Flush-Mount Photobeam Sensors





- Available with reflective beam and 16ft (5m) range or through-beam and 33ft (10m) range
- Adjustable alignment angle
- Mounts to a single-gang box

WARRANTY: This SECO-LARM product is warranted against defects in material and workmanship while used in normal service for a period of one (1) year from the date of sale to the original consumer customer. SECO-LARM's obligation is limited to the repair or replacement of any defective part if the unit is returned, transportation prepaid, to SECO-LARM. This Warranty is void if damage is caused by or attributed to acts of God, physical or electrical misuse or abuse, neglect, repair, or alteration, improper or abnormal usage, or faulty installation, or if for any other reason SECO-LARM determines that such equipment is not operating properly as a result of causes other than defects in material and workmanship.

The sole obligation of SECO-LARM, and the purchaser's exclusive remedy, shall be limited to replacement or repair only, at SECO-LARM's option. In no event shall SECO-LARM be liable for any special, collateral, incidental, or consequential personal or property damages of any kind to the purchaser or anyone else.

NOTICE: The information and specifications printed in this manual are current at the time of publication. However, the SECO-LARM policy is one of continual development and improvement. For this reason, SECO-LARM reserves the right to change specifications without notice. SECO-LARM is also not responsible for misprints or typographical errors. Copyright © 2014 SECO-LARM U.S.A., Inc. All rights reserved. This material may not be reproduced or copied, in whole or in part, without the written permission of SECO-LARM.

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Website: www.seco-larm.com E-mail: sales@seco-larm.com

ENFORCER®

Twin Photobeam Detectors

Manual





Model #	Outdoor Range	Indoor Range
E-964-D390Q*	390 ft. (120m)	790 ft. (240m)
E-960-D290Q	290 ft. (90m)	590 ft. (180m)
E-960-D190Q	190 ft. (60m)	390 ft. (120m)
E-960-D90Q	90 ft. (30m)	190 ft. (60m)

^{*} Multi-frequency version





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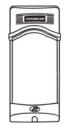
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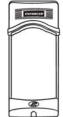
Features:

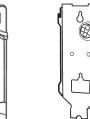
- Four selectable beam frequencies (For E-964-D390Q model only).
- Twin beams provide reliable perimeter security, minimizing false alarms from falling leaves, birds, etc.
- Lensed optics reinforce beam strength and provide excellent immunity to false alarms due to rain, snow, mist, etc.
- Weatherproof, sunlight-filtering case for indoor and outdoor use.
- Non-polarized power inputs.

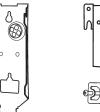
- Automatically adjusts beam strength to compensate for different weather conditions
- Automatic input power filtering with special noise rejection circuitry.
- N.C./N.O. alarm output.
- N.C. tamper circuit included.
- Quick, easy installation with built-in laser beam alignment system.
- Interruption time adjustable for nearly all situations.

Included:











Transmitter x 1 Ro

Receiver x 1

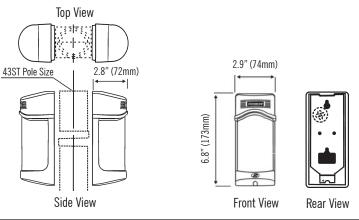
Mounting plates x 2

Pole mounting brackets (2 sets)

IMPORTANT — Do not connect to power until the sensor is completely installed and the installation has been double-checked.

2

Fig. 12: Dimensions



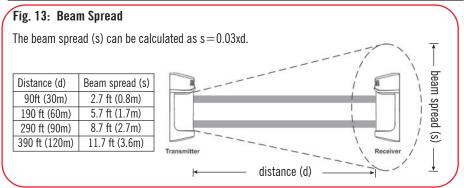


Table 6: Troubleshooting

Situation	Possible Problem	Solution
Transmitter LED does not light.	Incorrectly wired and/or insufficient voltage	Ensure the power supply to the transmitter is 12 to 24 VAC/VDC.
Receiver LED never lights up when the beam is interrupted.	a. Insufficient voltage b. Beam reflected away from receiver c. Beams not simultaneously interrupted.	a. Double-check the voltage. b. Clean the cover. c. Check overall installation.
Beams interrupted and LED lights, but no alarm trigger.	Alarm trigger cable may be cut, or the relay contact stuck due to overloading.	Check the continuity of the wiring between the sensor and the alarm.
Alarm LED continuously lit.	a. Lenses out of alignment. b. Beams are blocked. c. Cover is foggy or dirty.	a. Realign the lenses. b. Remove any obstacles. c. Clean the cover.
Alarm trigger becomes erratic in bad weather.	Lenses out of alignment.	Check overall system installation. If still erratic, realign the lenses.
Frequent false triggers from leaves, birds, etc.	a. Too sensitive. b. Bad location.	a. Reduce the response time. b. Change the transmitter and/or location.

Adjusting the Delay Time

- 1. The delay time adjustment knob sets how long the beam can be interrupted before triggering the alarm (see fig. 11):
 - a. A short interrupt time (high sensitivity) is suitable for catching fast moving intruders, but more susceptible to false alarms.
 - b. A long interrupt time (low sensitivity) reduces false alarms, but fast moving intruders may not trigger the sensor.
- 2. Adjust the knob to the site's situation. You may need to make adjustments later after the walk-through test.



Testing the Unit

- 1. Power up the transmitter and receiver.
- If the yellow or red LED remains steady ON even when the beam is not interrupted, readjust the alignment.
- Walk between the transmitter and receiver to interrupt the beams. Walk at various speeds, and adjust the delay time adjustment knob as needed.

NOTE — The alarm will be triggered only if both the upper and lower beams are simultaneously interrupted.

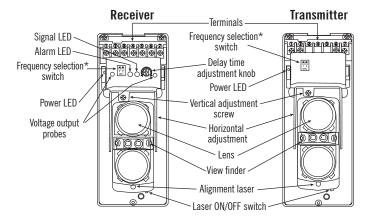
IMPORTANT — Test the detector periodically to ensure the alignment and delay time settings are suitable for the site.

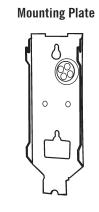
Table 5: Specifications

Model	E-960-D90Q	E-960-D190Q	E-960-D290Q	E-964-D390Q	
Max. range (outdoor)	90' (30m)	190' (60m)	290' (90m)	390' (120m)	
Max. range (indoor)	190' (60m)	390' (120m)	590' (180m)	790' (240m)	
Max. current (Tx & Rx)	64mA	70mA	74mA	88mA	
No. of beam channel	N/A	N/A	N/A	4	
Voltage output (+/-10%)	1~4V				
Power	10~30 VAC/V	DC (non-polarize	ed)		
Detection method	Simultaneous	breaking of 2 bea	ams		
Interrupt speed*	50msec~700	msec (variable)			
Alarm output	NO/NC relay, 1	A @ 120VAC, n	nin. 1 sec.		
Tamper output (Tx & Rx)	NC switch, 1A @ 120VAC				
Alarm LED	Red LED - ON: When transmitter and receiver are not				
(receiver)	aligned or when beam is broken.				
Signal LED	Yellow LED - 0	N: When receive	r's signal is wea	k or when	
(receiver)	beam is brokei	1.			
Power LED (Tx & Rx)	Green LED ON:	Indicates conne	ected to power		
Laser wavelength	650nm				
Laser output power	≤5mW				
Alignment angle	Horizontal: ±9	90º, Vertical: ±5	j ⁰		
Operating temperature	-13°F (-25°C)	to $+131^{\circ}$ F (+	- 55°C)		
Weight	2.5 lbs. (1.1kg)				
Case	PC Resin				

^{*}This is the minimum time interval between breaking of both beams which will trigger the output. Setting the interval longer will reduce false alarms from birds or falling leaves, etc., while setting it shorter will detect faster moving objects.

Fig. 1: Identifying the Sensors





* For multi-frequency E-964-D390Q model only.

Choose a Location

To prevent erratic operation and/or false alarms:

- Wind will not directly cause false alarms, but could cause leaves or similar objects to fly or wave into the beams. Therefore, do not mount near trees, bushes, or other leafy vegetation.
- Do not mount where the transmitter or receiver could be splashed by water or mud.
- Do not mount where the unit could be suddenly exposed to a bright light, such as a floodlight or a
 passing automobile's headlight.
- Do not let sunlight or any direct beam of light enter the sensing spot of the transmitter. If needed, mount so the receiver, not the transmitter, faces the sun.
- Do not mount where animals could break the beams.

Fig. 2: Vertical and Horizontal Adjustments

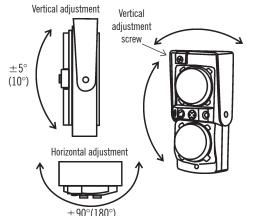
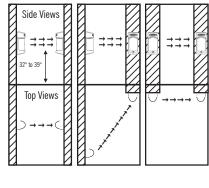


Fig. 3:Typical Installations



10

Typical Installations

The photoelectric beam lens can be adjusted horizontally $\pm 90^{\circ}$, and vertically $\pm 5^{\circ}$ (see fig. 2). This allows much flexibility in terms of how the transmitter and receiver can be mounted. See fig. 3. Install at a distance of 32" to 39" (80 to 100 cm) above the ground for most situations. See fig. 3.

Running the Cable

Run a cable from the alarm control panel to the photobeam sensor. If burying the cable is required, make sure to use electrical conduit. Shielded cable is strongly suggested. See Table 1 for maximum cable length.

Table 1: Cable Length

Model	E-960	E-960-D90Q		E-960-D190Q		-D290Q	E-964	-D390Q
Wire Size	12V	24V	12V	24V	12V	24V	12V	24V
AWG22 0.33mm ² 0.0005in ²	320m 1,050 ft.	2,800m 18,000 ft.	280m 920 ft.	2,400m 7,870 ft.	200m 660 ft.	1,600m 5,250 ft.	110m 390 ft.	900m 2,950 ft.
AWG20 0.52mm ² 0.0008in ²	550m 1,800 ft.	4,800m 15,750 ft.	450m 1,480 ft.	4,200m 13,780 ft.	350m 1,150 ft.	3,000m 9,840 ft.	170m 560 ft.	1,400m 4,590 ft.
AWG18 0.83mm ² 0.0013in ²	800m 2,600 ft.	7,200m 23,620 ft.	700m 2,300 ft.	6,200m 20,340 ft.	500m 1,640 ft.	4,200m 13,780 ft.	250m 820 ft.	2,200m 7,220 ft.
AWG17 1.03mm ² 0.0016in ²	980m 3,190 ft.	8,800m 28,870 ft.	850m 2,790 ft.	7,600m 24,930 ft.	590m 1,940 ft.	5,200m 17,060 ft.	310m 1,020 ft.	2,600m 8,530 ft.

Note (1): Max. cable length when two or more sets are connected is the value shown in Table 1 divided by the number of sets.

Note (2): The power line can be wired to a distance of up to 3,300 ft. (1,000m) with AWG22 (0.33mm²) telephone wire.

Wiring the Transmitter — Wall Mount

- Remove the cover. Remove the screw under the lens unit in order to detach the mounting plate. See fig. 4.
- 2. If the sensor wiring comes from inside the wall Break a hole in the mounting plate's rubber grommet, and pull the cable through the grommet's hole. Then run the cable through the hole near the top of the sensor unit so it comes out the front. Using two of the included mounting screws, attach the mounting plate to the wall. Then reattach the sensor unit to the mounting plate, connect the wires, and snap on the cover. See fig. 5.
- 3. If the sensor wiring is run along the surface of the wall There are two plastic knockouts on the back of the sensor unit, one on top and one on bottom. Break out the appropriate knockout, and pull the wiring through the knockout. Then run the wiring through the hole near the top of the sensor unit so it comes out the front. Using two of the included mounting screws, attach the mounting plate to the wall. Then reattach the sensor unit to the mounting plate, connect the wires, and snap on the cover. See fig. 6.

Adjusting the Alignment

The transmitter and receiver sensor units can be adjusted $\pm 5^{\circ}$ vertically and $\pm 90^{\circ}$ horizontally once the unit is mounted and power is connected (see fig. 2 on page 3).

There are two ways to adjust alignment:

- 1. Laser adjustment (see fig. 1 on page 3):
 - a. Remove the transmitter cover, then turn the laser on with the ON/OFF switch (see fig. 1 on page 3). A red dot will show where the photoelectric beams are aimed.
 - b. Adjust the transmitter's sensor unit vertically and horizontally until the red dot is centered on the receiver and both the receiver's LEDs turn off. See Table 3. It may be necessary to adjust the horizontal and vertical angles of the receiver's sensor unit as well.
 - c. Repeat steps a and b for the receiver.
 - d. Turn the lasers off, and then replace the covers.

WARNING: Do not look directly at the lasers.

- 2. Eyeball adjustment (see fig.10):
 - Remove the transmitter cover, and look into one of the alignment viewfinders (one of the four holes located between the two lenses) at a 45° angle.
 - Adjust the horizontal angle of the lens vertically and horizontally until the receiver is clearly seen in the viewfinder.
 - c. Repeat steps a and b for the receiver.
 - d. Replace the transmitter and receiver covers.

NOTE - If you cannot see the opposite unit in the viewfinder, put a sheet of white paper near the unit to be seen, move your eyes about 2" (5cm) away from the viewfinder, and try again.

Vertical Adjustment Horizontal Adjustment View Finders DANGER

Horizontal and Vertical

Sensor Adjustment

Fig. 10:

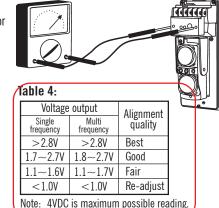


Table 3: Receiver LED Indicators

Alarm	Signal (Signal	
(Red LED)	Single frequency	Multi frequency	strength
0FF	OFF OFF		Best
OFF (0FF	Flash	Good
0FF	ON	ON	Fair
ON	ON	ON	Re-adjust

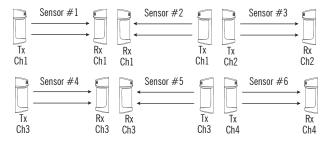
Fine Tuning the Receiver

- 1. Once the sensor is mounted and aligned, the sensor can be fine tuned using the voltage output jack.
- a. Set the range of a volt-ohm meter (VOM) to $1 \sim 4$ VDC.
- b. Insert the red (+) probe into the (+) terminal and the black (-) probe into the (-) terminal.
- c. Measure the voltage (see table 4).
- d. Adjust the horizontal angle by hand until the VOM indicates the highest voltage.
- Adjust the vertical angle by turning the vertical adjustment screw until the VOM indicates the highest voltage.

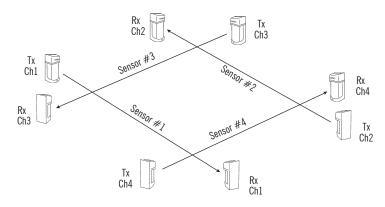


NOTE - Do not interrupt the beam while adjusting alignment.

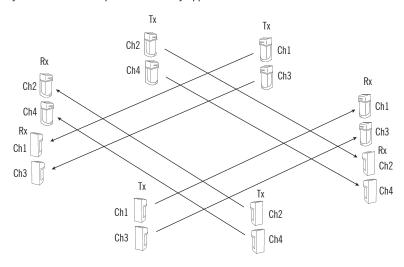
3. Two layer (double stacked) applications.



4. Perimeter security application.



5. Two layer (double stacked) perimeter security application.



Wiring the Transmitter — Pole Mount

(NOTE – Pole mounting bracket required.)

- 1. Remove the cover. Remove the screw under the lens unit in order to detach the mounting plate. See fig. 4.
- 2. Break a hole in the mounting plate's rubber grommet, and pull the cable through the grommet's hole. Then run the cable through the hole near the top of the sensor unit so it comes out the front. Use the included mounting bracket to mount to the pole. Then

reattach the sensor unit to the mounting plate, connect the wires, and snap on the cover. See fig. 7.

Wiring (fig. 8)

- 1. Screw the wires tightly to avoid slipping off the terminals, but not so tight that they break.
- 2. Screws on terminals which are not used should be tightened.
- 3. Grounding may be necessary, depending on the location.

Fig. 4: Remove the Transmitter cover

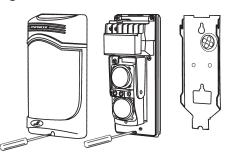


Fig. 5: Wall Mount, Wire from Inside Wall

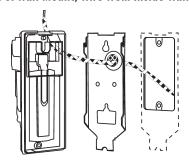
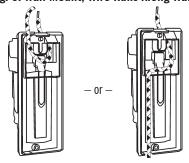


Fig. 6: Wall Mount, Wire Runs Along Wall



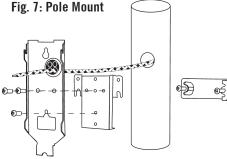
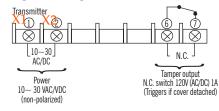
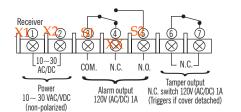


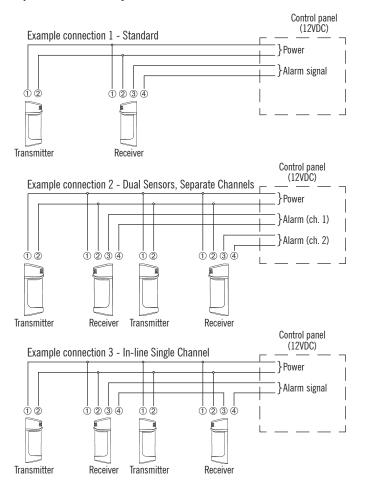
Fig. 8: Wiring

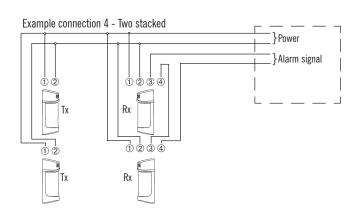




8

Fig. 9: Examples of Possible Ways To Connect One or More Sensors





6

Selectable 4-channel beam frequency (For E-964-D390Q model only)

The sensor beam frequency can be set at different levels on-site to avoid interference from other twin photobeam sensors nearby. Useful during multiple sensor applications as shown below. To select between four different beam frequencies, adjust the beam channel switch of the transmitter side and receiver side. See fig. 1 for switch location and table 2 for switch position.

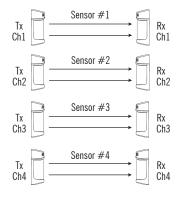
Important — The transmitter and receiver sensor pair must be set with the same frequency.

Table 2: Beam Frequency Selection Chart (For E-964-D390Q model only)

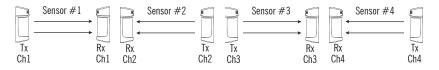
Frequency channel	CH1	CH2	CH3	CH4
Switch position	1 2	1 2	1 2	1 2
	ON ↓	ON ↓	ON ↓	ON ↓

Multiple sensor sample applications (For E-964-D390Q model only)

1. Single pair multiple layer application.



2. Long distance series application.





TAKEX

PB-30TK (60)



Manufacturer of Air Filtration Equipment

(603-743-4332)

Outdoor Infrared Double Beam Sensor

The **PB-30TK (60) Takex** Outdoor Infrared Double Beam sensor is the ideal photo beam to use in conjunction with the Air Vac 911 Air Cleaner and the Air Vac AVEC UL control panel.

The **Takex** Beam sensor has been field tested in numerous applications over the past several years and accepted by many for its ease of installation and operation. Its range is 100 (200) feet outdoors and will cover a much larger range indoors.

Air Vacuum Corporation will be pleased to supply you with the PB-30TK (60) Photo Beam along with the AIR VAC-911 air cleaner and AVEC control.

MODEL	PB-30TK	PB-60TK	
Detection System	Simultaneous breaking of two (2) beams		
Infrared Beam	LED pulsed beam,	Double modulation	
Protection	Outdoor 100' (30m) or less	Outdoor 200' (60m) or less	
Distance	Indoor 200' (60m) or less	Indoor 400' (120m) or less	
Maximum Beam Range	Outdoor 1000' (300m)	Outdoor 2000' (600m)	
(Approximation)	Indoor 1000' (300m)	Indoor 2000' (600m)	
Response Time	50msec. To 700mse	ec. (Variable at pot.)	
Supply Voltage	10V to 30VDC (Non-pole	arity) usable at "24Vac"	
Current Consumption	53mA or less	80mA or less	
	Dry contact relay form C		
Alarm Output	Contact action: Interruption time plus delay time (1 to 30 seconds)		
	Contact capacity: 30V AC/DC, 0.5A or less		
	Dry contact relay N/C		
Tamper Output	Action: Activated when cover is detached		
	Contact capacity: 30V AC/DC, 0.5A or less		
Alarm LED		(Receiver)	
Alaini EED	On: when bea	ım is activated	
Attenuation LED		(Receiver)	
		m is attenuated	
Functions	Monitor jack output, AGO	C circuit, Frost proof cover	
Ambient Temperature Range		(-25 C to +60 C)	
Mounting Position		Outdoor	
Wiring	Screw T	erminals	
Weight	Transmitter: 13.3oz (380g) / Receiver: 14.0oz (400g)	
Appearance	PC resir	n (Black)	

Catalog Number PB-30TK (60)

"Takex 100 (200) Foot Outdoor Photo Beam" Interface Information

The PB-30TK comes complete with installation instructions and it is important that you read them completely before installation. Place Beam at sufficient height so as to avoid tripping by people and animals.

Both the Transmitter and Receiver operate on 24Vac. 24Vac is available from terminals *X1 and X2 of the AVEC control. Although the Takex installation instructions show the connections on their unit as DC, plus (+) and minus (-), there is no polarity and will accept AC. The connections are listed as plus and minus 10 to 30V.

In order to activate the AVEC control, a momentary short must be placed across terminals S1 & S2 of the AVEC control. When the PB-30TK is activated, the control will activate. When the PB-30TK deactivates, timing as set on the time delay relay in the control will begin. As long as the PB-30TK is activated, the unit will run continuously. The wires to connect to on the PB-30TK will be the common (C) and normally open (NO), no polarity.**

Typical Multiple Connections to AVEC Control

Field Devices and Wiring Information

While other wires and terminals may be present, only those that are required for wiring Field Devices are shown and described in the AVEC control as well as the Field Devices below. For wiring the AVEC control itself, see the installation sheets supplied with the control. Wiring instructions for other Field Devices shown below are provided with those Field Devices.

ND-1

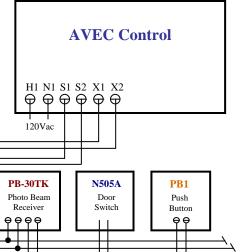
NO₂

Detector

999

CM-21A

Detector



PB-30TK

Photo Beam

Transmitter

^{*}In some controls, X1 & X2 may be listed as L1 & L2. See control installation information.

^{**}We recommend the use of 18 Awg shielded and/or twisted pair cable in lieu of a standard two-conductor cable. This should ensure no induced voltage across terminals S1and S2.

DISTRIBUTED BY: AIR VACUUM CORP. P.O. BOX 517 **DOVER, NH 03821** 800.540.7264

Industrial Track Mount Switch

N-505ATM for 2inch rails. / N-505ATMC for 3 1/4 inch rails.



NOTE:

Install these contacts in a normally open momentary position. The magnet will make contact only as it passes by the track mounted switch. (Do not mount as an alarm type as shown in photograph)

Save Time on Installation (Installs in 60 Seconds)

DESCRIPTION:

Fastest installing Overhead Door Contact Widest Gap in the Security Industry Anodized Bar Stock Aluminum Housing for Durability 2 foot Stainless Steel Cable Standard Eliminate Service Calls (Doesn't knock off Rail) Black Satin Finish

*wire low voltage switches in "parallel" to the AVEC control

SPECIFICATIONS:

	Closed Loop	Open Loop	SPDT	DPDT
Switching Voltage:	100 Volts	30 Volts	30 Volts	30 Volts
Switching Current:	.5 Amps	.25 Amps	.25 Amps	.25 Amps
Watts (Max)(Volt x Amps):	7.5 Watts	3 Watts	3 Watts	3 Watts

Closed Loop = When a magnet is in close proximity to the switch the switch is closed.

Open Loop = When a magnet is in close proximity to the switch, the switch is open.

SPDT = This switch has a common, closed & open side.

DPDT = This switch has two SPDT reeds in the same switch housing, each having it's own common, closed, and open

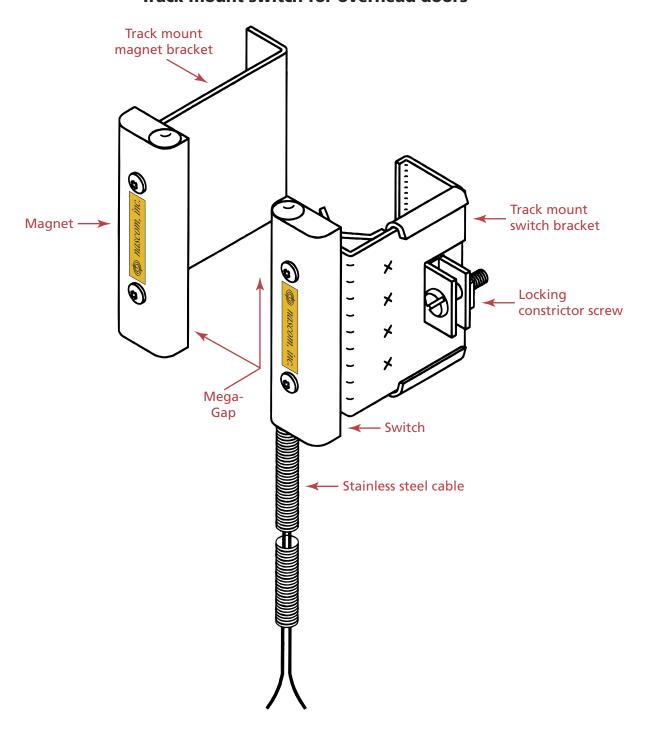
Dual Single Pole Single Throw = Two closed loop reeds in one switch housing.

Nascom only specifies the most sensitive reeds, which will provide for it's customer the most Gap distance between the switch and magnet, without modification.

PART NO:

N505ATM/ST 2 inch rails. N505ATMC/ST 3 1/4 inch rails. Tested under UL Standard 634 Connector & Switches

Nascom's N505ATM/ST Track mount switch for overhead doors



Mega-Gap installs in 60 seconds.

"World's finest switch"

Catalog Number N505ATMC/ST

nascom, inc. Door Switch

Installation Information

The N505ATMC/ST [normally open] comes pre-wired with a heavy-duty armored cable connected to an industrial housing. The other end is striped and ready for connection within an approved box using acceptable wiring methods. While you may go from door switch to door switch, the circuit is wired in parallel. No polarity is observed.





Typical Layout

.3 Amp Max Current @ 100 Volts AC/DC

Contacts Mounted In A Normally Open Momentary Position.

Note: Magnet Makes Contact Only As It Passes By The Fixed Magnet Acting As A Momentary Switch.

At No Time Should The Magnet Be
Wired So That They Maintain Contact.

One of the features of the N505ATM magnet is its four (4) inch working gap. This gap allows for movement in the track. As an example only, the fixed magnet could be mounted six feet above the floor while the moveable magnet would then be mounted five feet above the floor. As the door travels upward, the two magnets would come together and then pass by acting as a momentary switch.

N505ATM & N505ATMC INSTALLATION

"WARNING"

"WARNING"

Most Commercial & Residential garage doors are very sloppy and out of alignment.

Before installing Nascom's N505ATM or N505ATMC track mount bracket, mark a heavy mark on the track where the bracket is to be installed.

At the bottom edge of most overhead doors you will notice a metal plate. There may be a cable attached to this plate. Operate the Overhead Door completely up and down two to three times watching the location of this plate's edge in relation to your rail mark. If the metal plate shifts close to your mark, move the mark to a different location on the rail. Roll the door up again to test your location. NOTE: The best location is when the edge of the door is the farthest away from your rail mark.

"WARNING" If this metal plate shifts to close too the rail it may hit the edge of the track mount bracket.

Once you insure your mark is in the proper location then mount your bracket on the rail using a screw gun. This will insure that the bracket is as tight as possible.

"WARNING" The Screw is designed so that the vibration of the door movement will not loosen the screw. Do not back off or loosen the screw that clamps the brackets together. This will cause the screw to strip. You will not be able to re-tighten the screw.

Mount the magnet bracket with self tapers or nuts and bolts depending on your application. The magnet must be within ¾ of an inch from the switch edge to avoid any dead spots and make sure the black plastic end caps at each end of the magnet are closest to the switch.



The World Leader In Engine Exhaust Removal Systems for the Fire and EMS Industry

Alternate method for mounting the switch and bracket set to the overhead door guide rail as I have outlined below. This should allow the door to open freely without coming into contact with the switch mounting bracket.

Alternate mounting method instructions:

- Remove the rear half of the mounting bracket by removing the clamping screw completely and separating the two halves of the bracket set.
- Position the front half of the bracket with the switch on the rail in the desired location. Using the mounting holes in the side of the bracket as your guide, drill through the rail using a 3/16 drill in two locations.
- To mount the bracket, use two Pan head machine screws. (**Note: The screw heads must be on the inside of the rail to allow the door guide roller to pass**). From the inside of the rail, insert the screws through the holes in the rail and through the mounting holes in the side of the bracket. Place a washer over the screw and use a Nylock type lock nut to secure the bracket to the rail. If Nylock type nuts are not available use thread locking compound on the mounting screw threads. This will prevent the mounting screws from loosening due to vibration from the door opening and closing.
- Open and close the door to make sure the door will operate freely without contacting the switch or mounting bracket.
- With the door closed, re-align the magnet actuator with the switch. Make sure there is sufficient clearance between the magnet and switch so the door can open and close freely.
- Connect an ohm meter to the switch leads and open and close the door to test the switch for correct operation.

Please refer to the video link below for a visual guide.

http://www.nascominc.com/video/video.htm

SpecData

Air Vacuum Corporation



1. Product Name

AIRVAC 911® Engine Exhaust Removal System

2. Manufacturer

Air Vacuum Corporation 6 Faraday Drive, Unit 2 Dover, NH 03820

Phone: 603-743-4332, 800-540-7264

Fax: 603-743-3111

Email: sales@airvacuumcorporation.com

Web: www.airvac911.com



Basic Use

AIRVAC 911® is a fully-automated, self-contained, hoseless system used to remove engine exhaust from indoor parking areas of public safety buildings. Manufactured and distributed directly since 1994 by Air Vacuum Corporation, the AIRVAC 911 system requires no hose connections, no structural modifications, and no exhausting to the outdoors. Ceiling hung, the system automatically removes harmful diesel or gasoline fumes and particulates, as well as hazardous backwash, without interference to daily operations.

The AIRVAC 911 system meets NFPA 1500, OSHA, IBOCA, EPA and GSA standards.

Composition and Materials

AIRVAC 911 is a self-contained unit enclosed in 16 or 18 gauge cold-rolled steel. The unit has four-sided adjustable discharge grills that maintain the 360-degree clean air output.

A standard AIRVAC 911 is equipped with a 3/4 HP, 60 Hz, 115/208-230 volt, single-phase motor. It includes a 4-stage filter pack:

- Stage 1 pre-filter: 3-ply polyester and heavy-gauge wire frame
- Stage 2 main media filter: HEPA Max 3000 filter and galvanized steel frame assembly
- Stage 3, 4 gas-phase extractor: Multisorb 3000 blended gas phase extractor and 24-gauge metal frame



Units are controlled through a UL® certified AVEC Smart Timer Panel (AVEC -2C, -4C, -6C, -8C, -10C), which controls multiple units (2, 4, 6, 8, 10 units, respectively).

Vehicle movement and overhead door movement triggers the standard photoelectric eye/door switch combination. Other triggering options are available. General run times are 15–20 minutes per cycle.

System and configuration options are available.

Size

See Table 1.

Color

Industrial, baked, gray powder coat finish

Benefits

- Provides a safe environment for workers and patients
- Eliminates "exhaust backwash" of fumes
- Multi-directional vertical and horizontal airflow cleans air in a uniform pattern
- Fully-adjustable air return vents maximize airflow
- Compact and quiet
- Easy to install and maintain
- Energy efficient no heating or cooling loss
- Improved response time nothing to disconnect
- Made in the USA







Air Vacuum Corporation

Table 1 Technical D	ata					
AIRVAC 911						
Cabinet Dimensions	26" wide x 25" (deep x 35" high				
Weight	190 lbs with filt	tration; 135 lbs without f	iltration			
Construction	18 and 16 gaug	ge steel				
Filters	Stage 1		Stage 2		Stage	e 3 , 4
Туре	Pre-filter		Main media H	EPA 3000	Gas-p	hase extractor, Multisorb 3000
Size	24" x 24" x 1"		24" x 24" x 6"		24" x	24" x 4"
Testing				fied; Class 2 filter tested to MERV 16 ncy)		
Motor					_	
Standard:	3/4 HP	115 Volt	1 Phase	60 Hz	13 FL amps	1.25 SF
Optional:	3/4 HP 3/4 HP 3/4 HP 1 HP 1 HP	208-230 volt 190 volt 380-415 volt 115/208-230 volt 208-230/460 volt	1 Phase 3 Phase 3 Phase 1 Phase 3 Phase	60 Hz 50 Hz 50 Hz 60 Hz 60 Hz	6.3-6.5 0 FL amps 3 FL amps 1.5-1.7 FL amps 14.7/7.2-7.4 FL amps 3.4-3.4/1.7 FL amps	1.25 SF 1.15 SF 1.25 SF 1.15 SF 1.15 SF
AVEC Smart Time	r				_	
					-	

Single zone: AVEC-2C (operates 1-2 units)

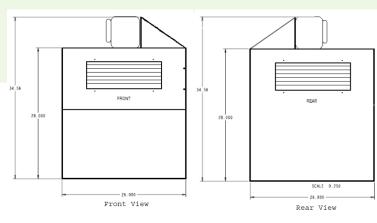
AVEC-4C (operates 2-4 units)

AVEC-6C/T2 (operates 4-6 units with sequential start-up)
AVEC-8C/T3 (operates 6-8 units with sequential start-up)
AVEC-10C/T4 (operates 8-10 units with sequential start-up)

Zoned:

AVEC-4C/Z (2 zone; operates 1-2 units per zone)

AVEC 6C/Z (4C + 2C) AVEC 6C/Z2 (2C + 2C + 2C) AVEC 8C/Z (4C + 4C) AVEC 8C/T2/Z (6C/T2 + 2C) AVEC 8C/Z2 (4C, 2C, 2C) AVEC 10C/T2/Z (4C + 4C) AVEC 10C/T3/Z (8C/T3 + 2C) AVEC 10C/T2/Z2 (6C/T2, 2C, 2C)



System Activation Devices

Standard Magnetic door switch (one per overhead door)

Photoelectric eyes (detect vehicle movement)

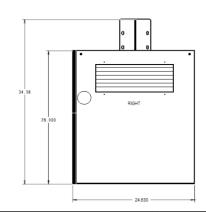
Optional Manual push button

Spring wound timer

Vehicle ignition wireless transmitter and receiver

Standalone CO sensor 24V Standalone CO sensor 120V CO and NO² combo sensor 24V CO and NO² combo sensor 120V

Tone alert activation











Air Vacuum Corporation

4. Technical Data

Applicable Standards

American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) — ASHRAE 52.2 Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size

National Fire Protection Association (NFPA) — NFPA 1500 Standard on Fire Department Occupational Safety and Health Program, 2013 Edition

Underwriters Laboratories, Inc. (UL)

- UL 508 Standard for Industrial Control Panels
- UL 900 Standard Method of Fire Tests for Air Filter Units

Underwriters Laboratories of Canada (ULC) — ULC/CAN S111 Standard Method of Fire Tests for Air Filter Units

Approvals

Stage 2 filter

- UL Classified by Underwriters Laboratory, Inc.
- ULC Classified by Underwriters Laboratories of Canada

AVEC Smart Timer control panel

■ UL 508 certified

Performance

Installed in accordance with the manufacturer's instructions, the AIRVAC 911 system meets NFPA 1500, OSHA, IBOCA, EPA and GSA standards.

AmerSeal filters are UL and CUL classified to UL Standard 900 and ULC/CAN S111.

Physical & Technical properties

See Table 1.

5. Installation

Preparatory Work

AIRVAC 911 does not require structural changes to the building or vehicle tailpipe, exhausting to outdoors or manual connections. Consult an AIRVAC 911 representative for preparatory electrical requirements on new building construction.

Methods

Installation is performed by an AIRVAC 911 technician or local licensed electrician. Units are ceiling hung via chain or threaded rod and mounted between bays to eliminate interference with vehicle movement. Power is supplied to each unit location from the building's main electrical panel through the AVEC Smart Timer. Low Voltage connections are necessary for the activation devices.

Building Codes

Installation must comply with the requirements of all applicable local, state and federal code jurisdictions.

Precautions

For installation safety, Stage 2 total weight should not exceed 16 lbs.; total unit weight should not exceed 190 lbs. Stage 3 and 4 filters should not exceed 28 lbs. Allow airflow to incorporate a vertical and horizontal airflow pattern.

6. Availability and Cost

AIRVAC 911 is distributed globally by Air Vacuum Corporation. Contact Air Vacuum Corporation for availability and cost information.

7. Warranty

The AIRVAC 911 Engine Exhaust Removal System comes with a five-year warranty on all unit components excluding consumable filters. Contact Air Vacuum Corporation for details.

8. Maintenance

Filter life expectancy is dependent upon station activity. Consult Air Vacuum Corporation for a detailed estimate. The filter gauge on the unit indicates filter load.

General life expectancy:

- Stage 1 prefilter: 1–6 months
- Main filters (Stages 2-4): 12–24+ months

9. Technical Services

Technical assistance, including detailed information, product literature, test results, project lists, assistance in preparing project specification or installation supervision is available by contacting Air Vacuum Corporation.

For questions about specifications, code regulations, product usage or product installation, visit Air Vacuum Corporation website: www.airvac911.com.

10. Filing Systems

- CMD
- Additional product information is available from Air Vacuum Corporation upon request





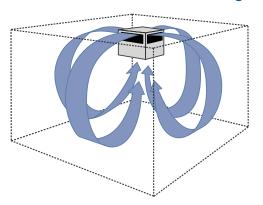


air vacuum corporation

PROTECT FIRST RESPONDERS FROM CANCER

Constantly Monitor and Remove Hazardous Contaminants from Your Station

The Only Hoseless System with a 360° Directional Airflow Design



PROBLEM: First responders have a greater risk for cancer and other diseases due to prolonged, uncontrolled exposure to diesel exhaust and particulate matter.

FACT: You can minimize their exposure and risk by automatically controlling the spread of hazardous contaminants in your station.

SOLUTION:





NO HOSES HANDS FREE

For a Free Proposal, Visit airvac911.com or Call 800-540-7264



FACT: Stations are full of toxic gases that hover in the air, unseen, causing damaging health effects. Only some toxic gases are captured by on-board filters and hose systems.

FALT: When vehicles leave the station they send a burst of engine exhaust back into the building, "Engine Exhaust Backwash". After a fire, when first responders return to the station, off-gassing of their turnout gear, hoses and parked vehicles pollutes the "Breathing Zone" again.

FACT: Diesel exhaust contains gases, particulate and potentially toxic compounds. Standard activated carbon filters and low efficiency media don't provide the level of removal necessary.

FACT: During a fire, cancer-causing chemicals contaminate exposed gear, vehicles and tools. When first responders return to the station with these items, the chemicals invade their "Breathing Zone".

50LUTION: AIRVAC 911® is the only hoseless system with a 360° airflow design that is so powerful it pulls the air in from all directions to continuously eliminate exhaust dead spots and capture the toxins that are lurking in your station.

50LUTION: AIRVAC 911® is the only system that addresses these issues by continuously monitoring and filtering 100% of the apparatus bay area Hot Zones. Our system also addresses emissions released from lawn equipment, chainsaws and generators.

50LUTION: The AIRVAC 911® 4-stage filtration system features a unique combination of chemically treated carbon and activated carbon filters designed to remove these hazardous contaminants and create a clean "Breathing Zone".

50LUTION: AIRVAC 911® automatically removes particulate and gases 24/7 with its technologically advanced control system and filter combination. No hoses or vehicle attachments. no ducting, no exhausting outside and no interference with daily operations.



The AIRVAC 911® systems removed the fumes inside our station better than the hose system because of the area they cover. This eliminates having to hook up apparatus. In my opinion, these systems are the best by far for safety concerns.

City of Chattanooga Fire Department, TN

Celebrating 25 Years







Contract Holder



For a free proposal or more info, contact Air Vacuum Corporation. **Protecting First Responders**

f 800-540-7264 airvac911.com



CITY COUNCIL AGENDA ITEM

Date: July 31, 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 Trantham, Deputy Public Works Director

Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 8: Best Value Award- Boulan Park Cricket Field

Construction and Budget Amendment (Introduced by: Kurt Bovensiep, Public Works

Director)

History

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

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

In partnership with Rep. Sharon MacDonell, the City of Troy applied for a state grant to construct a full-size Cricket field. The application was successful and \$900,000 was included in the State of Michigan's 2024 budget. City Staff has completed all the requirements from the State of Michigan to begin receiving the grant funding.

City Staff has met with members of Troy's cricket community to better understand the desired requirements to make a cricket field the community will be proud of. The field in Mooresville, North Carolina was used several times as an example and staff modeled the field from this location. It is anticipated that the field will be eligible for certification through the International Cricket Council making it the first certified field in the State of Michigan.



CITY COUNCIL AGENDA ITEM

City Council awarded a contract with OHM Advisors to provide a Detailed Design that included construction documents and bidding assistance (RESOLUTION #2024-01-022-J-4a). Through the design process, OHM and City Staff included members of the Cricket community to participate in the design of the field and its amenities.

The City of Troy Planning Commission was presented a preliminary site plan for the Cricket Field addition at Boulan Park at the June 25, 2024 meeting and approved the plan with the addition of a pedestrian walkway from Northfield Parkway entrance to the park when construction occurs on that parking lot (RESOLUTION #PC-2024-06-038).

Purchasing

On May 30, 2024, the City of Troy posted an opportunity for interested firms to submit a Request for Proposal to construct the Cricket Field at Boulan Park. Six hundred ninety-seven (697) firms were notified of this bid opportunity on Bidnet Direct/MITN website; https://www.bidnetdirect.com/mitn/city-of-troy-mi. Bidnet Direct is an online government procurement platform. State and local government agencies have joined together creating the MITN Purchasing Group to increase vendor competition and efficiency in bid distribution. Below is a summary of potential firms:

Companies notified via MITN	697	
Troy Companies notified via MITN	12	
Troy Companies - Active email Notification	12	
Troy Companies - Active Free	0	
Companies that viewed the bid	126	
Troy Companies that viewed the bid	3	

<u>MITN</u> 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.

<u>Active MITN</u> 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.

On June 27, 2024, a bid opening was conducted as required by City Charter and Code. Three (3) proposal responses were received. Proposals were evaluated on qualifying conditions such as experience, staff credentials, knowledge, project approach and positive references. *Premier Group Associates, LC of Detroit Michigan* was the highest rated bidder satisfying all the requirements including having the lowest bid.

Note that during the evaluation of proposals, a typographical error was discovered regarding Premier Group's proposal for Alternate #1. In the best interest of the City, the City of Troy reached out to Premier Group and allowed for a correction to their proposal to Alternate #1. Premier Group Associates, LC was still found to be the highest rated vendor having the lowest bid and is being recommended for award.

Financial

\$98,500 of the \$900,000 Michigan Economic Development Corporation Grant Funds were used for the design and construction documents by OHM Advisors. The remaining available grant funds of \$801,500 are included in the Capital Fund- Parks Development with an associated Project Number of 2024C004 which will be re-appropriated to fiscal year 2025. The total construction cost that includes Alternate #1, asphalt pathway around the field, is \$759,669.26, and a contingency of 15% totals \$873,619.26 requiring a budget amendment of \$75,000.00, which will be the City of Troy's only financial contribution to the project.



CITY COUNCIL AGENDA ITEM

Recommendation

City Management recommends awarding a contract to *Premier Group Associates, LC, of Detroit, MI*, the highest rated bidder who satisfied all bid proposal requirements and the low bidder for the construction of a Cricket Field at Boulan Park for a total cost of \$759,669.26, which includes Alternate #1, asphalt pathway around the field, plus a 15% contingency of \$113,950.00, as per the amended pricing contained in the attached tabulation. City Management further requests a budget amendment to the 2025 Fiscal Year Capital Fund in the amount of \$75,000.00.

Opening Date: 06/27/2024 Date Reviewed: 06/27/2024

CITY OF TROY BID TABULATION CRICKET FIELD - BOULAN PARK

RFP-COT 24-13 Page 1 of 1

VENDOR NAME:		VENDOR NAME: Asso		Premier Group Associates, LC - Amended Alt #1 7-23-24	Brencal Contractors, Inc.	Warren Contractors & Development, Inc.
CITY:			Detroit, MI	Detroit, MI	Warren, MI	Shelby Twp., MI
CHECK #:			2017609677	2017609677	50121212	4466001841
CHECK AMOUNT:			\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
TO CO	SAL: TO FURNISH ALL MATERIA IPLETE THE CONSTRUCTION OF IATED SITE WORK) WITHIN BOU	A CRICI	KET FIELD AND AMEN			
	BASE BID PRICE \$		\$662,169.26	\$662,169.29	\$1,031,820.00	\$1,350,000.00
BID SU	PPLEMENT		Dollars per Unit	Dollars per Unit	Dollars per Unit	Dollars per Unit
No. 1	Standard Concrete Sidewa	alk	\$11.00	\$11.00	\$15.00	\$10.00
No. 2	6-inch Concrete Sidewal	k	\$14.00	\$14.00	\$18.00	\$12.00
No. 3	Hot Mix Asphalt (HMA) Pa	ath	\$14.00	\$14.00	\$9.00	\$8.90
ALTERI	NATES					
	HMA Sidewalk:					
No. 1	\$ Add/Deduct/No Change/N/A		(\$200,000.00)	\$97,500.00*	\$108,200.00	\$106,000.00
	Calendar Days to adjust Contract Time for this Alternative		Deduct 15 days	Add 15 days*	Not Specified	Add 10 Days
ВА	SE BID PRICE \$ +/- ALTERNATES	S #1	\$462,169.26	\$759,669.26	\$1,140,020.00	\$1,456,000.00
	Sight Wall Alternate:					
No. 2	\$ Add/Deduct/No Change/I		(\$9,000.00)	(\$9,000.00)	(\$7,700.00)	No bid
	Calendar Days to adjust Contra for this Alternative	ct Time	Deduct 5 days	Deduct 5 days	Not Specified	No bid
BAS	E BID PRICE \$ +/- ALTERNATES	1 & 2	\$453,169.26	\$750,669.26	\$1,132,320.00	\$1,456,000.00
Questio	nnaire Provided:	Y or N	Y	Y	Y	Υ
Can Meet Insurance: Y or N		Υ	Υ	Υ	Υ	
References: Y or N		Υ	Υ	Υ	Υ	
Payment Terms: Y or N		Net 30	Net 30	Not Specified	30 Days	
Exceptions:		NONE	NONE	Not Specified	Υ	
Acknow	edgement:	Y or N	Y	Y	Not Specified	Υ
Signed	Addendum:	Y or N	Υ	Υ	Y	Υ
Forms:		Y or N	Y	Y	N	Υ

^{*} Premier Group Associates, LC amended cost and days to reflect adjusted pricing and construction time.

ATTEST:

(*Bid Opening conducted via a Zoom Meeting)

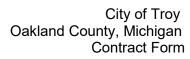
Dennis Trantham

Andrew Chambliss

Nellie Bert

Dina Gates

Emily Frontera Purchasing Manager





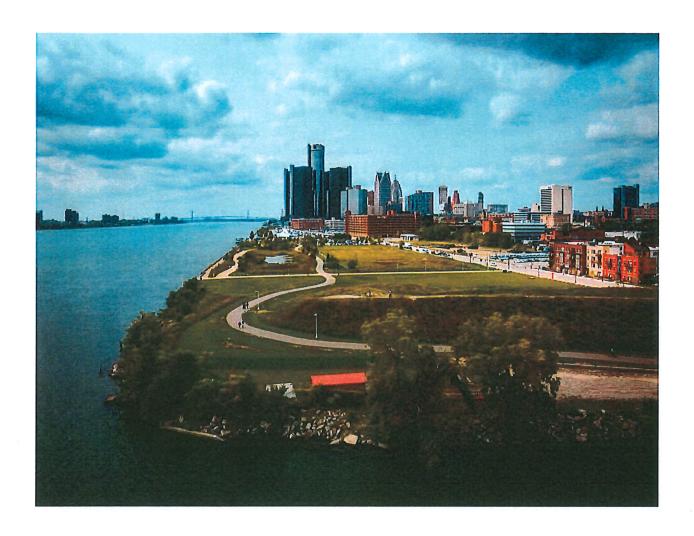
ARTICLES (OF AGREEMENT, made and entered into this $_{ ext{ iny 1}}$		12 th	day of	August	<u>,</u> <u>2024 by and</u>
between	Premier Group Associates, LC o	f	Detroit, I (City and	MI d State)		
herein after	called the Contractor and the City of Troy, Troy	, Micł	nigan her	einafter	called the Ov	vner,
WITNESSE	TH, that the Contractor and the Owner for the c	onsid	erations l	hereinaf	ter named, a	gree as follows:
Par	t all Contract Documents, as defined in the Bid k ", hereto attached or herein referred to shall tract.					
2. The and	Contractor shall, under penalty of bonds submit perform all of the work as set forth in his/her ler documents which have been made a part of t	Propo	sal in stri	ct acco	dance with the	ne specifications and
Prop	onsideration whereof, the Owner agrees to pay posal, being the product of the unit prices the structed, all in the time and manner as set forth	rein s	et forth, i	multiplie	d by the nun	
	VITNESS whereof said parties have hereunto					and year first above
SIGNED BY:						
Sign	nature of Authorized Representative (Contractor)	_	Contracto	or (Comp	any Name)	
Prin	ted Name of Authorized Representative (Contractor)	<u> </u>	Title of A	uthorized	I Representativ	/e
WITNESS:						
Sig	nature of Witness for Contractor	-	Printed I	Name of	Witness	
APPROVED	BY (THE OWNER, CITY of TROY):					
Puro	chasing Manager – Emily Frontera					
Acti	ng City Manager – Robert J. Bruner					
May	var. Ethan Dakar		RESOLU	JTION N	UMBER:	
-	or – Ethan Baker O AS TO FORM AND LEGALITY:					
BY:	AO TO TOMINIAND LEGALITT.		ATTEST	- .		
City Atte	orney – Lori Grigg Bluhm		ALIESI	City C	lerk – M Aile	en Dickson





Cricket Field Construction - Boulan Park

City of Troy | 6.27.2024





"Being part of the revitalization journey allows me to witness the positive impact on people's lives, fostering a sense of pride and unity within our city."

- Elizabeth Belenky-Housey Owner & Chief Executive Officer Premier Group Associates



"The opportunity to be involved with the redevelopment and repurposing of the amenities of our City is a great honor; however, to see the finished product as it is activated and how it brings the community together is the real reward."

-Brad Byarski Chief Operating Officer Premier Group Associates June 27, 2024

City of Troy

500 W Bid Beaver Road

Troy, MI 48084

Dear Emily Frontera,

Crafting the landscapes of tomorrow requires more than expertise; it demands a commitment to excellence that transcends boundaries. Premier Group Associates is excited to share our credentials and proposal, showcasing our proficiency to deliver impactful solutions. We look forward to the possibility of collaborating with the City of Troy to turn innovative visions into reality.

All In, All the Time.

Our philosophy is simple yet profound. This core value underscores our unwavering dedication to every project, ensuring a comprehensive and committed approach. Whether inspired by successful ventures across sectors or devising creative solutions for varied community needs, we bring an all-encompassing mindset to each endeavor.

Be Resourceful, Get It Done.

In the face of challenges, we thrive. The core value drives our team to transform obstacles into opportunities. We approach projects with a spirit of resourcefulness, finding inventive solutions and achieving tangible results. This value instills a proactive problem-solving ethos, ensuring success through adaptability and determination.

Reliable Anywhere, Reliable Everywhere.

This is more than a motto; it's a commitment to unwavering dependability. Premier Group Associates takes pride in consistently delivering high-quality results, showcasing reliability not only locally but across diverse geographical landscapes. This core value is the bedrock of our reputation as a reliable partner.

The Bottom Line.

Premier Group Associates is dedicated to delivering complete property solutions, ensuring that our clients' visions are not just met but exceeded. We strive to create spaces that not only meet the needs of today but contribute to the sustainability and vibrancy of tomorrow. Premier Group Associates invites you to join us on an exciting journey, where we craft not just places and solutions but memories and lasting pride within the community.

Sincerely,

Brad Byarski

Chief Operating Officer

Premier Group Associates

ABOUT US



Premier Group Associates, LC has been serving municipalities, commercial customers, schools, residential and utility companies for over 16 years. We are a full-service provider of property maintenance including all grounds (landscape, snow removal, garden beds, etc), site construction (including demolition, blight removal), and real-estate development. Our customers rely on us to provide turnkey solutions to their property maintenance needs. We are committed to beautifying communities within the state of Michigan.

PROPERTY SERVICES

We are a full-service provider of landscaping, maintenance for residential, commercial, government and municipalities. Clients we service include DPSCD, GLWA, SMART, The City of Detroit, Olympia Developments, Display Group. In addition to performing mowing, fertilizing, edging and trimmings services for both school properties and athletic fields, we also stripe, perform field repairs, and sanitize turf playing surfaces.

Landscaping services: on staff designer experienced in providing horticultural designs for single to multiple areas within a property or properties. Our design team is responsible for other non-plant-based requirements such as mulch, stone, pavers and lighting.

OUR TEAM

Field – Our field team is responsible for mowing, edging, weeding and trimming occupied and vacant properties for commercial, residential and government properties. This group is responsible for planting flowers, trees and other green items. Installation includes pavers, mulch, planting beds, and playground areas. Our field team is on call for emergency services such as fallen trees or debris removal. Each maintenance team is led by a Crew Leader of at least five years of experience.

Leadership – Our leadership team brings decades of expertise to all facets of Premier Group Associates. From the foundation of our company - lawn care and snow removal experience, to where we stand today – a onestop shop for all your property service need.

SERVICES

- Landscape & Grounds Maintenance
- Tree Removal & Stump Grinding
- Snow Removal
- Construction
- Site Work & Restoration
- Emergency Board Up & Restoration
- City Parks & Playground Renovations

- Athletic Field Design, Construction, & Maintenance
- Facility Maintenance
- Day Porter Services
- Demolitions
- Residential & Commercial Renovations
- Concrete & Asphalt Repairs
- Fertilization









PAVING THE WAY WITH EXPERTISE, VISION, AND CUSTOMER SATISFACTION

Rooted in over 30 years of facility maintenance experience, Premier Group Associates (PGA) was founded in 2007 when it began servicing Detroit Public Schools. We quickly expanded our offerings to include the development and upkeep of athletic fields and more intricate territories of earth work, property rehabilitation, and land transformation.

From our foundation as a lawn care and snow removal service to where we stand today as a comprehensive property maintenance group, we are dedicated to excellence and exceeding client expectations on every level, for every project.



Our Construction Management Division is centered around concierge building services. With a commitment to rebuilding communities through rehabilitation of residential and commercial properties, we provide a first-class general contracting and management team that specializes in design and construction, budgeting, and permitting.

GROUNDS MAINTENANCE & SNOW REMOVAL

Premier Group provides year-round grounds maintenance to ensure properties are in top shape for every season. Our services include landscape design, lawn care, installation, and irrigation, as well as construction and maintenance of athletic fields. We are ASCA certified for snow removal and de-icing to safeguard everything from sidewalks and steps to parking lots and roadways.

SITE WORK

We offer under- and above-ground solutions for transforming and restoring commercial properties. Our team has moved millions of yards of dirt in the development of subdivisions, parking lots, cemeteries, playgrounds, walking paths, and more. We manage everything from manhole cleaning, jetting, and reconstruction to storm and sanitary sewer/water line installations. We also specialize in bioswale construction, retention ponds, and stormwater management.

SPECIAL PROJECTS

We are experts in preserving land and properties through flood control, inspections, blight removal, day porter services, demolition, and tree planting and removal services. Our team delivers strategic, right-fit solutions based on a comprehensive needs-analysis for rental or vacant properties. We provide detailed damage reports, debris elimination and flood mitigation plans, and tree and brush removal for both commercial and residential customers.















Cultivating Better Communities

THE PREMIER PROCESS

STEP

DISCOVERY

Identify goals, timeline & budget

STEP

SOLUTIONS

- Develop right-fit solutions
- Submit full proposal
- Finalize contract

STEP 3

PRE-PROJECT PLANNING

- Area mapping
- Acquire permits & secure vendors, if applicable

STEP

COMMUNICATION

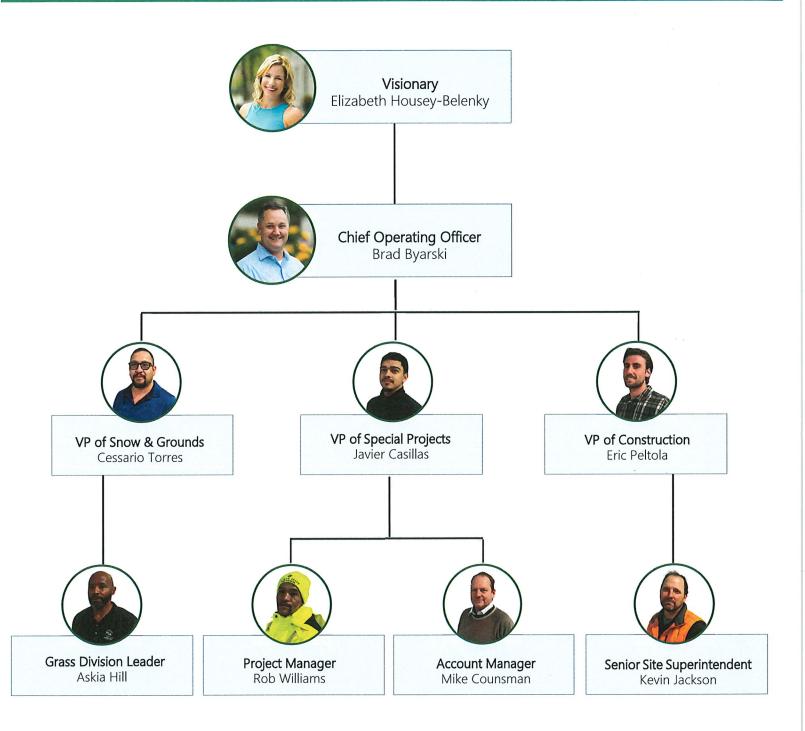
Keep clients in the loop with real-time updates via our project management platform

STEP 5

PROJECT COMPLETION & PRESERVATION

- Final walk-thru
- Survey
- Long-term care recommendations

Project Staffing





Elizabeth Belenky-Housey I Owner & Visionary

Betsy brings over 20 years of experience in the facility maintenance industry. Beyond managing daily operations and overseeing continued relationships with her customers, Betsy is committed to maintaining Premier Group's positive activity in Detroit. Her work philosophy, founded on a strong passion for community and family, is evident in her dedicated team and has led to worthwhile company achievements—from highprofile clients in the tri-county area, including contracts with the Big Three —to national deals. Betsy continues to invest in local communities and is working to foster stronger philanthropic involvement from her organization through larger-scale community outreach programs. Betsy received her BFA in Interior Architecture from Wayne State University. She is affiliated with Detroit Children's Center, Children's Hospital of Michigan, Detroit Swims, University of Michigan Women's Athletics, Detroit Hives, Capuchin Soup Kitchen, Gleaners, and Tau Beta.

Education Wayne State University Interior Architecture

Brad Byarski I Chief Operating Officer

Brad leads the Operations Team and has been instrumental in the growth and expansion from landscaping and snow removal to all facets that Premier Group is affiliated with today. Brad's 20-year background in real estate development and property management equips him with a keen understanding of the challenges building managers and owners face, enabling Premier Group to mitigate and reduce many of those trials through a highly proactive approach. In addition to providing long-range planning and oversight for the growth of the business, Brad also manages and oversees all special projects. His involvement in the overhaul of Antonio McDuffy Park in partnership with Project Evergreen, which transformed an outdated and underutilized park in Detroit's Piety Hill neighborhood, exemplifies his dedication to spearheading initiatives wherein different walks of life come together to share in the pride and protection of the community.



Education Northwood University Marketing Management

Eric Peltola I VP of Construction

- Provides engineering support on all construction and site work projects, interpreting construction drawings and certifying proper implementation in the
- Usage of the total station instruments to set grades creating positive drainage on all sites and ensuring compliance with applicable codes
 Utilize CAD software to make design changes on behalf of clients, and to
- generate plans for permitting purposes
 Manages budgets for construction projects and scheduling of crews using
- project management platform
- Interacts with clients, engineers, subcontractors, and construction personnel on a daily basis

Education

University of Wisconsin-Madison Biological Systems Engineering Natural Resources & Environmental Engineering

Certified Playground Safety Inspector Environment Great Lakes Energy (EGLE) Construction & Industrial Storm Water Operator OSHA 10 Certification







Cessario Torres I VP of Snow & Grounds

- Identify labor, material, and time requirements by visiting sites, studying scopes, blueprints, and related documents
- · Compute costs by analyzing labor, material, and time requirements
- Meets maintenance financial standards by providing annual budget information; monitoring expenditures; identifying variance; implementing corrective action
- Evaluates functionality and reliability of facility systems and associated equipment by conferring with operating departments, identifying problems and requirements
- Certified in application of pesticide and fertilization
- Supervises team of 40 landscaping employees and 80 snow employees, and multiple subcontractors

OSHA 10 Certification Commercial Pesticide Application



Javier Casillas I VP of Special Projects

- Manages day-to-day operations for Special Projects crew and responsibilities for quality control on each project
- Supervises team of 6 property maintenance, 20 blight removal and 3 cemetery employees
- Identify labor, material, and time requirements by visiting sites, studying scopes, and related documents
- Provides progress updates to office and client with daily reports via project management platform

EducationMichigan State University Agriculture & Natural Resources-Horiculture

OSHA 10 Certification



Kevin Jackson I Senior Site Superintendent

- Oversee building and renovations projects
- Schedule site crew teams and subcontractors to ensure completion of each phase of work
- Manage budget for each project and ensure cost efficiency
- Order materials for projects based on client needs, budgets, and vendor supplies
- Ensure compliance with safety regulation on-site and with crew
- · Conducts quality control checks daily on-site
- Provides progress updates to office and client with daily reports via project management platform

EducationOakland Community College *Associates Degree*

OSHA 30 - Construction Safety





Rob Williams I Project Manager

- On site supervisor and main contact for multiple cemeteries in Detroit
- Provide progress updates to office and client with daily reports via project management platform
- Determine necessary resources including manpower, equipment, and materials from start to finish with attention to budgetary limitations
- Ensure compliance with safety regulations on site and with crew
- Conduct quality control checks daily on site
- Work with families and funeral homes to arrange burials and locate gravesites
- Work alongside law enforcement for disinterment



Askia Hill I Grass Division Leader

- Oversee and manage all grass crews, ensuring all daily services are being completed to the highest standard upheld at PGA
- Plan and organize all work to meet deadlines and client expectations
- Manage teams performance and guarantee all jobs worked on are performing at a high level of productivity and quality
- Enforce safety protocols and procedures to ensure a safe working environment for all team members
- Train and develop team members in proper equipment operation, specific job techniques, and safety procedures

OSHA 10 Certification



Mike Counsman I Account Manager

- Build and foster relationships between PGA and existing clients and partners
- Manage a team of 60 field supervisors and personnel: including scheduling time, equipment, safety, badges, training, maintenance, and payroll
- Create and implement internal and external processes to effectively train employees provide continuous growth opportunities
- Build processes to ensure field teams are efficient and maintain consistency across projects
- Create new proposals in response to potential project RFQs
- Review government bid sites for facility maintenance opportunities
- Coordinate all crews and operations for snow services

EducationOakland University *Political Science*

OSHA 30 - Construction Safety





Cricket Field – Boulan Park Section 4: Request for Proposal Content Page 2 of 4

QUESTIONNAIRE	Page 1 of 3
Please provide the following information and submit with your Proposal:	
Company Name: Premier Group Associates, LC	

NOTE: If additional space is needed throughout the questionnaire, please attach additional sheets numbered appropriately for identification.

Established: August 7 2027 State: MI Years in Business 17 years

1.	Number of years of experience installing this type of work:	
	17 years	

 List the municipalities you have contracted with during the past three/five years with similar scope of work:
 City of Detroit, Detroit Public Schools, and Rochester Community Schools.

3. List at a minimum, five separate projects completed in the past five years with a contract value of over \$750,000. Give organization name and contact information, if completed on time within budget, and project value.

	Project Name	t Name Organization/Contac		Value	Completed in budget
	Jayne Field	City of Detroit	313.224.1100	\$1,100,000.00	Yes
	O'Hair Park	City of Detroit	313.224.1100	\$1,000,000.00	Yes
	Soccer Hubs	City of Detroit	313.224.1100	\$2,200,000.00	Yes
Athletic Fie	ld Maintenance	Detroit Public S	chools 313.690.3	454 \$820,000.00	Yes
	Riverside Park	City of Detroit	313.962.2940	\$2,580,000.00	Yes

4. List all contract commitments your company currently holds. Give organization name, contract name, required date of completion, and value of contract.

Van Houten Park Improvements	September 2024	
	September 2024	\$1,184,734.00
Tireman Minock Park	July 2024	\$500,000.00
Challenger Field	June 2024	\$261,260.00
ary Ann Banks Memorial Park	September 2024	\$283,095.00
Licht & Rentz Drainage	June 2024	\$432,754.00
	Challenger Field ary Ann Banks Memorial Park	Challenger Field June 2024 ary Ann Banks Memorial Park September 2024



Cricket Field – Boulan Park Section 4: Request for Proposal Content Page 3 of 4

QUESTIONNAIRE (continued)

Page 2 of 3

	Premier Group Associates will self perform all work.
6.	Provide a project schedule based on starting the work within ten (10) days after receiving "Notification to proceed." Demolition - 7 days
	Concrete/asphalt - 7 days
	Underground/grading - 30 days
	Amenities - 10 days
	Restoration - 5 days
	minimize the impact to the project schedule and completion date
	minimize the impact to the project schedule and completion date. Please see attached quality and risk control process.
8.	Please see attached quality and risk control process.
8.	List the number and types of equipment to be used on this project that you now own and is available for immediate use for on this project: Please see altached equipment list. Number of permanent employees in your company:
	List the number and types of equipment to be used on this project that you now own and is available for immediate use for on this project: Please see altached equipment list.
	List the number and types of equipment to be used on this project that you now own and is available for immediate use for on this project: Please see attached equipment list. Number of permanent employees in your company:



Cricket Field – Boulan Park Section 4: Request for Proposal Content Page 4 of 4

QUESTIONNAIRE - continued

Page 3 of 3

The foregoing questionnaire is a true statement of facts:					
Authorized Signature:					
Print Name:	Brad Byarski				
Title:	Chief Operating Officer Date: 6/27/2024				
Company Name:	Premier Group Associates, LC				
Address:	2221 Bellevue, Detroit MI 48207				
Phone Number:	313.963.1700				
Email:	shelby@pgalc.com or 203.383.0524				



Cricket Field – Boulan Park Section 5: Bid Proposal Page 1 of 6

SECTION 5: BID PROPOSAL

The undersigned as bidder declares that he/she having examined the plans and specifications with the related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, hereby proposes to complete the Project which consists of construction of a new cricket field and amenities (scoreboard, dugouts, shed, sidewalls, and associated site work) within City of Troy Boulan Park.

COMPANY NAME: Premier Group Associates, LC

BID PROPOSAL: CRICKET FIELD CONSTUCTION - CITY OF TROY BOULAN PARK

A single prime contract based on a Stipulated Price as specified to furnish all labor, equipment materials, and supplies, to complete the program in accordance with the bid specifications, within the time set forth therein, and at the price stated below. The price shall cover all expenses incurred in performing the work required under the contract documents, of which this Proposal is part, and include the following:

- Develop, coordinate and maintain project schedule.
- Obtain all permits and coordinate inspections.
- Review submittals for conformance with the design drawings and specifications.
- Provide full time job site supervision when work is being conducted.
- Provide a safety representative and be responsible for safety precautions and programs.
- Routine job clean up, debris removal, and dust control.
- Monitor compliance with permit conditions.
- Coordinate with Owner and issue field memos and clarifications as required.
- Review and provide monthly pay application for payment.
- Coordinate biweekly progress meetings.
- Maintain daily inspection records by varying site conditions.
- · Coordinate inspections, materials testing, and special testing with City as required.
- Attend all contractor walk-throughs, final inspections and demonstrations.
- Organize and deliver as-built drawings, project records, manuals, warranties, product literature, etc.
- Final job site cleanup.

SECTION 5: BID PROPOSAL - Bid Form

Page 1 of 2

DOCUMENT 004113 - STIPULATED SUM (SINGLE -PRIME CONTRACT)

Company Name:	Premier Group Associates, LC	
	ulan Park Cricket Field 1898 Boulan Park Dr, Troy, MI 48084.	

Owner: City of Troy. Architect: OHM Advisors.

Architect Project Number: 0128-23-0110

1.1 CERTIFICATIONS AND BASE BID

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by OHM Advisors and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

BASE BID PRICE \$_	662,169.26
DWOF DID LIGHT A	

The above amount may be modified by amounts indicated by the Bidder on the attached Document 004322 "Unit Prices Form" and Document 004323 "Alternates Form."

1.2 ACKNOWLEDGEMENT OF ADDENDA

A.	The undersigned B	Bidder acknowledges	receipt of and	use of the follow	wing Addenda in	the preparation of
	this Bid:	0/40/0	004			

		$CIA \cap I \cap O \cap A$
1.	Addendum No. 1, dated	0/19/2024
2.	Addendum No. 2, dated	
3.	Addendum No. 3, dated	
4	Addendum No. 4. dated	

1.3 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
 - Bid Form Supplement Alternates.
 - 2. Bid Form Supplement Unit Prices.

1.4 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in City of Troy, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

SUBMISSION OF BID

Page 3 of 6

1.5

SECTION 5: BID PROPOSAL – Bid Form (continued) Page 2 of 2

	074	

A.	Respectfully submitted this 27th day of June	, 2024.
B.	Submitted By: Premier Group Associates,	LC (Name of bidding firm or corporation).
C.	Authorized Signature:	(Handwritten signature).
D.	Signed By: Brad Byarski	(Type or print name).
E.	Title: Chief Operating Officer	(Owner/Partner/President/Vice President).
F.	Witnessed By:	(Handwritten signature).
G.	Attest:	(Handwritten signature).
Н.	By: Shelby Hahn	(Type or print name).
١.	Title: Bid Manager	(Corporate Secretary or Assistant Secretary).
J.	Street Address: 2221 Bellevue St	·
K.	City, State, Zip: Detroit, MI 48207	•
L.	Phone: 313.963.1700	·
M.	License No.: 2102220508	
N.	Federal ID No.: 45-0569048	(Affix Corporate Seal Here).

END OF DOCUMENT 004113

Page 1 of 1 **SECTION 5: BID PROPOSAL - Unit Prices Form DOCUMENT 004322 - UNIT PRICES FORM** Company Name: Premier Group Associates, LC Project Name: Boulan Park Cricket Field Project Location: 1898 Boulan Park Dr, Troy, MI 48084. Owner: City of Troy. Architect: OHM Advisors. Architect Project Number: 0128-23-0110 1.6 **BID FORM SUPPLEMENT** This form is required to be attached to the Bid Form. A. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum B. on performance and measurement of the individual items of Work If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE." C. **UNIT PRICES** 1.7 A. Unit-Price No. 1: Standard Concrete Sidewalk. dollars (\$ 11.00) per unit. eleven 1. Unit-Price No. 2: 6-inch Concrete Sidewalk. dollars (\$ 14.00 fourteen) per unit. 1. Unit-Price No. 3: Hot Mix Asphalt (HMA) Path. ____ dollars (\$ 14.00 fourteen) per unit. 1. SUBMISSION OF BID SUPPLEMENT 1.8 Respectfully submitted this 27th day of June Α. Submitted By: Premier Group Associates, LC (Insert name of bidding firm or corporation). B. (Handwritten signature). C. Authorized Signature:

__ (Type or print name).

(Owner/Partner/President/Vice President).

D.

E.

Signed By: Brad Byarski

Title: Chief Operating Officer

SECTION 5: BID PROPOSAL – Alternates Form

Page 1 of 2

DOCUMENT	004323 - 4	ALTERNAT	ES FORM

Company Name: Premier Group Associates, LC

Project Name: Boulan Park Cricket Field

Project Location: 1898 Boulan Park Dr, Troy, MI 48084.

Owner: City of Troy. Architect: OHM Advisors.

Architect Project Number: 0128-23-0110

BID FORM SUPPLEMENT

F. This form is required to be attached to the Bid Form.

1.9 DESCRIPTION

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no affect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.10 SCHEDULE OF ALTERNATES

Α.	. <u>Alternate No. 01: HMA Sidewalk:</u>			
	1.	ADD DEDUCT_X NO CHANGE NOT APPL	ICABLE	
	2.	two hundred thousand	Dollars (\$_200,000.00)	
	3.	ADD DEDUCT_15_ calendar days to adjust the Co	entract Time for this alternate.	
В.	<u>Alte</u>	rnate No. 02: Sight Wall Alternate:		
B.	<u>Alte</u> 1.	rnate No. 02: Sight Wall Alternate: ADD DEDUCT X NO CHANGE NOT APPL	.ICABLE	
B.			.ICABLE Dollars (\$_9,000.00)	

Cricket Field - Boulan Park Section 5: Bid Proposal Page 6 of 6

U		
property of the second second)N 5: BID PROPOSAL – Alternates Form (Continued) Page 2 of 2
	,	5 · · · · · · · · · · · · · · · · · · ·
1.11	SUBMISSION OF BID SUPPLEMENT	
A.	Respectfully submitted this 27th day of June	, 2024.
B.	Submitted By: Premier Group Associates	s, LC (Insert name of bidding firm or corporation).
C.	Authorized Signature:	(Handwritten signature).
D.	Signed By: Brad Byarski	(Type or print name).
E.	Title: Chief Operating Officer	_ (Owner/Partner/President/Vice President).

END OF DOCUMENT 004323



Cricket Field – Boulan Park Section 6: Terms and Conditions Page 1 of 6

SECTION 6: TERMS AND CONDITIONS

PROPOSAL SIGNATURE:

Each authorized representative of the organization must sign the RFP with their usual signature and shall give their full business address. RFP documents submitted by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. RFP documents by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter. RFP documents from governmental agencies must be signed by the principal authorized to bind it in the matter.

CONTRACT AWARD:

The evaluation and award of this proposal shall be a combination of factors including, but not limited to: the completion of all information requested and detailed in the RFP, price proposal, professional competence, references that include evidence of completion of at least three (3) projects of similar scope and size, understanding of the project, ability to meet deadlines, and the correlation of the proposal submitted to the needs of the City of Troy and all criteria selection factors considered to be in the best interest of the City of Troy. The intent of the award is to contract with one firm for this project.

The City of Troy reserves the right to award to the firm providing the best value proposal, in whatever manner is deemed to be in the City's best interest; to award the proposal which matches the City's needs; to reject a proposal which contains major deviations from specifications; to accept a proposal which has only minor deviations from specifications; or whatever is deemed to be in the City's best interest.

DOWNPAYMENTS AND PREPAYMENTS:

Any proposal submitted which requires a down payment or prepayment of any kind prior to delivery of material and acceptance, as being in conformance with specifications will not be considered for award.

PURCHASE ORDER:

After the Troy City Council has approved the award, the City of Troy Purchasing Department will send an award letter to the Contractor. Once notified, the Contractor will be required to submit the specified bonds. A purchase order will be issued in approximately one week and released, once acceptable bonds and insurance are received. A purchase order issued in conjunction with the Contract Form (provided in the Forms Section) from the City of Troy will create a bilateral contract between the parties, and the successful bidder(s) shall commit to perform the contract in accordance with the proposal.

CONTRACT FORMS:

The Contractor must complete and sign the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment, the Certification regarding "Iran Linked Business" and the Familial Disclosure Forms, Indemnification (Hold Harmless) Clause and return with your bid proposal.

CONTRACT TERMINATION:

The City of Troy shall reserve the right to terminate the contract upon written notice due to poor performance. The City of Troy designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Troy's best interest and will be final.

TERMINATION FOR CONVENIENCE:

The City may cancel the contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the City chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

Cricket Field – Boulan Park Section 6: Terms and Conditions Page 2 of 6

PERMITS:

All work performed must meet City and State Code. The Contractor shall obtain all applicable and required permits and arrange for inspections. All fees for said City permits will be waived.

MICHIGAN CONSTRUCTION LIEN ACT:

The Contractor agrees that he/she will abide by all requirements of the Michigan Construction Lien Act (P.A. 1980, No. 497) as amended and effective March 1, 1982, and to provide full and complete Sworn Statements on Owner-approved forms.

PUBLIC ACT 57:

Public Act 57 requires contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for modifications of contracts for improvement of real property; to provide for remedies; and to repeal acts and parts of acts. This contract shall comply with all applicable provisions of Public Act 57.

BOND SUBMITTAL:

Subsequently, upon notice of award to the successful bidder, the Contractor shall qualify for, sign, and deliver to the City of Troy an executed Performance Bond, an executed Labor and Materials Payment Bond, and an executed one-year Maintenance Bond secured by a surety company, acceptable to the City of Troy by being licensed to do business in Michigan, and be included on the U. S. Treasury Department Surety List and/or have a rating of A (-) or better by A. M. Best, and/or Standard and Poor, on standard AIA forms, each in the amount of one hundred percent (100%) of the contract sum. Attorneys-in-fact who sign such bonds must attach a certified copy of their Power of Attorney when the bonds are submitted.

The Contractor shall abide by the provisions set forth therein. Any item of work performed by other than the Contractor or approved Subcontractors will be considered as unauthorized and shall not be paid for under the provision of the Contract.

IMPORTANT INFORMATION:

The City shall have the right to require by written order, changes in, additions to, or deductions from the work required by the proposal provided that if changes, additions, or deductions are made, the general character of the work as a whole is not changed thereby. Adjustments in the proposal price, if any, because of any change, addition, or deduction in the work, shall be determined as hereinafter provided, and any claim for extension of time for completion shall be adjusted at the time of ordering the change, addition, or deduction. No claim for change, addition, or deduction, or adjusting of price, or extension of time for completion thereof, shall be made or allowed unless done in pursuance of written order from the City specifically authorizing such change, addition, or deduction. Drawings without a written order shall not be considered such authority. Written notice of such claims shall be made to the designated City representative before the commencement of the work. Where the written order diminishes the quality of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the work that may be dispensed with.

DOCUMENTS AND SUBMITTALS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Contractor shall deliver these items to the Owner in as a record of the Work as constructed.

USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Documents, and shall not unreasonably encumber the site with materials or equipment.

WORKING HOURS

The Contractor should be aware of the City of Troy Ordinance, Title IX, Chapter 88, Public Nuisance, that limit working hours to be between 7:00 am and 8:00 pm, Monday through Saturday. Applying for a variance to this ordinance will be the responsibility of the Contractor if longer working hours are required. Permission must be obtained from the City to work on Sundays and holidays.

Cricket Field – Boulan Park Section 6: Terms and Conditions Page 3 of 6

UTILITY USE

Contractor to anticipate providing all own utilities unless coordinated with the City during Construction. The intent is if electrical is available, no metering is required. Water where/when available can be provided, will need to be metered if provided off meter or Construction meter at cost to contractor.

OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Contractor promptly after execution of any separate contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make a Claim.

When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

Unless otherwise provided in the Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Contractor under the Contract.

MUTUAL RESPONSIBILITY

The Contractor shall afford the Owner and separate contractors' reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Documents.

If part of the Contractor's Work depends upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to report shall constitute an acknowledgment that the Owner's or separate contractors completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors.

The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Contractor has with respect to the construction of the Owner or separate contractors.

CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste

Cricket Field – Boulan Park Section 6: Terms and Conditions Page 4 of 6

materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

PAYMENT APPLICATIONS AND PROJECT COMPLETION

Contract Sum: The Contract Sum is stated in this agreement.

PROGRESS PAYMENTS:

The City of Troy will consider a progress payment schedule for work as completed in accordance with the proposal. The Owner or City Representative will have final approval of the schedule as presented. No payments for work will be made until the designated City representative approves the work as complete in accordance with the proposal. Prior to release of the final payment, consent of surety document (A1A Document G707) will be required and signed by the surety Company. The City of Troy reserves the right to reject the payment schedule if deemed necessary, and determine the final schedule.

PROPOSED PAYMENT SCHEDULE: Monthly

SCHEDULE OF VALUES

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Contractor, prior to the first Application for Payment after execution of the Purchase Order shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

Unless otherwise provided in the Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

The Contractor warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Documents.

RETAINAGE:

A 10% retainage will be withheld from each payment of invoice for the first fifty (50) percent of the contractor's earned fee to a maximum retained amount equal to five (5) percent of the total amount of the contract value.

CHANGE ORDERS:

Any adjustment in Contract Price made by Change Order, requires a fully developed itemized estimate of anticipated Cost of the Work involved, including materials, labor, and general conditions. A Fee for costs for profit are not to exceed 10% of the Work involved on work performed by Contractor and/or Subcontractors.

Cricket Field – Boulan Park Section 6: Terms and Conditions

Page 5 of 6

PROTECTION OF PERSONS AND PROPERTY

Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

SAFETY OF PERSONS AND PROPERTY

The Contractor shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Contractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

INSPECTION OF WORK:

All materials and each part or detail of the work shall be subjected at all times to inspection by the Designated City Representative, Inspector, or Agents of the Designated City Representative. The Contractor will be held strictly to the true intent of the Specifications in regard to quality of materials. Any materials supplied under these specifications is subject to the described inspection. The Designated City Representative shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is necessary to make a complete and detailed inspection.

CORRECTION OF WORK

Before or After Substantial Completion. The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Contractor's expense.

COMPLETION SCHEDULE AND LIQUIDATED DAMAGES:

The work shall commence upon City Council Approval. A final construction schedule shall be developed by the Contractor and shall be closely coordinated with the City of Troy. The designated City representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule. Final Completion Date: December 1, 2024,

Failure of the bidder to complete the project as specified shall result in the following penalties: \$750 per day every calendar day after final completion date that the project is not complete.

PREVALING WAGES:

This is not a Prevailing Wage project.

MATERIAL SAFETY DATA SHEET:

All City of Troy purchases require a Material Safety Data Sheet, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please provide copies of any relevant SDS at the time of award.

Cricket Field - Boulan Park Section 6: Terms and Conditions Page 6 of 6

SIGNATURE PAGE

bidder whose prices shall remain firm until successful completion and final acceptance of all specified requirements for this project.
SIGNATURE OF AUTHORIZED REPRESENTATIVE:
NOTE: The undersigned has checked carefully the bid figures and understands that he/she will be responsible for any error or omission in this offer and is in receipt of all addendum as issued.
COMPANY Premier Group Associates, LC
ADDRESS 2221 Bellevue St CITY Detroit STATE Mi ZIP 48207
PHONE (313) 963.1700 FAX (313) 963.0101
ORGANIZATION'S REPRESENTATIVE NAME Brad Byarski
SIGNATURE OF AUTHORIZED REPRESENTATIVE: (Print)
PAYMENT TERMS NET 30 E-MAIL shelby@pgalc.com
BID CHECK NUMBER 2017609677 WARRANTY: AS SPECIFED IN BID DOCUMENT
COMPLETION DATE: AS SPECIFED IN BID DOCUMENT AND SCOPE OF WORK
EXCEPTIONS:
Any exceptions, substitutions, deviations, etc. from the City's specifications and this RFP <u>must be stated</u> below. The reasons for the exception, substitution, deviation, etc. are an integral part of this RFP process. No exceptions.
ACKNOWLEDGEMENT: I, Brad Byarski , certify that I have read the <i>Instructions to Bidders</i> (4 Pages) and that the proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN Purchasing Group website, www.bidnetdirect.com//city-of-troy-mi and is an official copy of the Authorized Version.
DIDINATURE DI AUTHURIZED REPRESENTATIVE:
NOTE: The City of Troy, at their discretion, may require the organization to supply a Financial Report from an impartial

IMPORTANT:
All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the

CURRENCY:

Contract prices will be in U. S. Funds.

Financial Credit Reporting Service before award of contract.



PUBLIC ACT 57

STATE OF MICHIGAN

89th LEGISLATURE

REGULAR SESSION OF 1998

Introduced by Resp. Middaugh, Alley, Brackenridge, Olshove, Dobronski, Griffin, Gernaat, Walberg, Rhead, Richner, Kukuk, Callahan, Murphy, Thomas, Leland, Profit, Palamara, Wetters, McNutt, Varga, Gagliardi, Gustafson, Kilpatrick, Sikkema, Schermesser, Birkholz, Bodern, Dobb, Raczkowski and Perricone.

ENROLLED HOUSE BILL NO. 5607

AN ACT to require contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for the modifications of contracts for improvement to real property; to provide for remedies; and to repeal acts and parts of acts.

The People of the State of Michigan enact:

Sec. 1 As used in this act:

- (a) "Contractor" means a person who contracts with a governmental entity to improve real property or perform or manage construction services. Contractor does not include a person licensed under Article 20 of the Occupational Code, 1980 PA 299, MCL 339.2001 to 339.2014.
- (b) "Governmental Entity" means the state, a county, city, township, village, public educational institution, or any political subdivision thereof.
- (c) "Improve" means to build, alter, repair, or demolish an improvement upon, connected with, or beneath the surface of any real property, to excavate, clear, grade, fill, or landscape any real property, to construct driveways and roadways, or to perform labor upon improvements.
- (d) "Improvement" includes, but is not limited to, all or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, landscaping, trees, shrubbery, driveways, and roadways on real property.
- (e) "Person" means an individual, corporations, partnership, association, governmental entity, or any other legal entity.
- (f) "Real Property" means the real estate that is improved, including, but not limited to, lands, leaseholds, tenements, hereditaments, and improvements placed on the real property.

- Sec. 2 A. contract between a contractor and a governmental entity for an improvement that exceeds \$75,000.00 shall contain all the following provisions:
- (a) That if a contractor discovers 1 or both of the following physical conditions of the surface or subsurface at the improvement site, before disturbing the physical condition, the contractor shall promptly notify the governmental entity of the physical condition in writing.
 - A subsurface or latent physical condition at the site is differing materially from those indicated in the improvement contract.
 - (ii) An unknown physical condition at the site is of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the improvement contract.
- (b) That if the governmental entity receives a notice under subdivision (a), the governmental entity shall promptly investigate the physical condition.
- (c) That if the governmental entity determines that the physical conditions do materially differ and will cause an increase or decrease in costs or additional time needed to perform the contract, the governmental entity's determination shall be made in writing and an equitable adjustment shall be made and the contract modified in writing accordingly.
- (d) That the contractor cannot make a claim for additional costs or time because of a physical condition unless the contractor has complied with the notice requirements of subdivision (a). The governmental entity may extend the time required for notice under subdivision (a).
- (e) That the contractor cannot make a claim for an adjustment under the contract after the contractor has received the final payment under the contract.
- Sec. 3 (1) If the contractor does not agree with the governmental entity's determination, with the governmental entity's consent the contractor may complete performance on the contract.
 - (2) At the option of the governmental entity, the contractor and the governmental entity shall arbitrate the contractor's entitlement to recover the actual increase in contract time and costs incurred because of the physical condition of the improvement site. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association and judgment rendered may be entered in any court having jurisdiction.
- Sec. 4 If an improvement contract does not contain the provisions required under Section 2, the provisions shall be incorporated into and considered part of the improvement contract.
- Sec. 5 This Act does not limit the rights or remedies otherwise available to a contractor or the governmental entity under any other law or statue.
- Sec. 6 This Act is repealed effective December 31, 2001.

Enacting Section 1 This Act takes effect 180 days after the date this Act is enacted.

This Act is ordered to take immediate effect.

(Signed by John Engler, Governor of Michigan, at 3:00 p.m. on April 8, 1998)



Cricket Field – Boulan Park Section 7: Insurance and Indemnification Requirements Page 1 of 3

SECTION 7: INSURANCE AND INDEMNIFICATION REQUIREMENTS

Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE** and **ENDORSEMENT**. The required Insurance Certificate and Endorsement must be submitted to the city within 5 days of the verbal/ electronic request after the bid award. The Insurance Certificate and Endorsement may be faxed to the Purchasing Department at (248) 619-7608, and is the only bid document accepted in this format.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to business in the State of Michigan and acceptable to the City of Troy. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and self-insured retentions (SIR's) are the responsibility of the Contractor.

X	We can meet the specified insurance requirements.
()	We cannot meet the specified insurance requirements.
()	We do not carry the specified limits but can obtain the additional insurance coverage of \$, at the cost of \$ NOTE: Please note the amendments on a sample insurance certificate and attach it to your SOQ.
()	Our proposal is reduced by \$ if we lower the requirement to \$ NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

<u>IMPORTANT</u>: A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements <u>SHALL</u> be attached to the RFP document at the time of submission of the RFP to the MITN Purchasing Group website.

NOTE: Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.

<u>OTHER:</u> Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the City of Troy.

INSURANCE VERIFICATION:

A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

<u>WORKERS' COMPENSATION INSURANCE</u>, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

COMMERCIAL GENERAL LIABILITY INSURANCE on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

COMPANY NAME:	Premier	Group	Associates,	LC
COMPANY NAME:	1 TOTTIIO	Croup	7 tooodiatoo,	LO

Cricket Field – Boulan Park Section 7: Insurance and Indemnification Requirements Page 2 of 3

AUTOMOBILE LIABILITY, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

ADDITIONAL INSURED:

Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be *Additional Insureds:* The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.

OWNERS AND CONTRACTORS PROTECTIVE (OCP) LIABILITY, Separate policy or per project aggregate under General Liability, \$3,000,000 per occurrence \$3,000,000 Aggregate, City of Troy named as insured.

EXCESS LIABILITY COVERAGE, \$2,000,000 Each Occurrence, \$2,000,000 in Aggregate Used (Intent: City wants to be sure there is \$3 million in coverage)

<u>CONTRACTORS EQUIPMENT COVERAGE:</u> Contractor is responsible for insuring all tools and equipment to be used on project and/or located on site.

CANCELLATION NOTICE:

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

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

PROOF OF INSURANCE COVERAGE:

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested.

If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

LETTER VERIFICATION:

The recommended bidder will be notified to submit a letter from the *insurance agent or carrier* that the insurance to be supplied will meet specifications. As an alternative, the recommended bidder may submit the certificate of insurance meeting specifications at this time at his/her option. The City must receive this letter or certificate within 5 business days after verbal / electronic notification has been delivered to the recommended bidder or the bidder will be considered non-responsive and the bid un-awardable. This process will occur before presentation of the award recommendation to the Troy City Council.

FINAL INSURANCE CERTIFICATE SUBMISSION:

After approval by Troy City Council, the City's Purchasing Manager will review the insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) additional business days after verbal / electronic notification to submit final insurance certificate(s) in accordance with specifications. The City of Troy reserves the right to WITHHOLD AND KEEP any bid surety for failure to comply. The company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

COMPANY NAME: Premier Group Associates, LC



June 19, 2024

Addendum 1 RFP-COT 24-13 Cricket Field – Boulan Park Page 1 of 1

To All Bidders:

Please be advised, the following document has been submitted for clarification for RFP-COT 24-13 Cricket Field - Boulan Park. The clarification(s) and or change(s) will be considered an integral part of the original proposal document.

The corrections/changes are as follows:

• The Electronic Proposal deadline date of June 20, 2024 shown in bold text in Section 2 - Instructions to Bidders (page 1) is incorrect. The correct deadline for Electronic Proposal submittal is on or before 10:00am Thursday June 27, 2024.

Please be advised that the City of Troy Purchasing Department has authorized the following change regarding Bid Proposal RFP-COT 24-13 Cricket Field -Boulan Park. The CHANGES will be considered an integral part of the original proposal documents and to be included with the bid submission.

I, the undersigned bidder, have read this Addendum 1 and have integrated the clarification(s) and or change(s) into the *Bid Proposal* and *Specifications* for RFP-COT 24-13 Cricket Field -Boulan Park. All other items in the original bid proposal remain the same. This Addendum 1 should be attached to the electronic bid submission, on or before Thursday, June 27, 2024 at 10:00 AM EDT via MITN Purchasing Group Website.

COMPANY:	Premier Group Associates, LC
NAME OF AUTHORIZED COMPANY REPRESENTATIVE:	Brad Byarski
SIGNATURE:	
ADDRESS:	2221 Bellevue St
	Detroit, MI 48207
DATE:	6/27/2024



Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

A corporation duly organized and doing business under the laws of the State of Michigan for whom Brad Byarski bearing the office title of Chief Operating Officer whose signature is affixed to this proposal, is duly authorized to execute contracts.

A partnership, all members of which, with addresses, is:

AN INDIVIDUAL WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:



CITY OF TROY OAKLAND COUNTY, MICHIGAN NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:	
Brad Byarski (Print Full Name)	, being duly sworn deposed, says that he/she
is COO of Premier Group Associates (State Official Capacity in Firm)	arty making the foregoing proposal or bid,
agree, directly or indirectly, with any bidder or pe in any manner directly or indirectly sought by agr person to fix the bid price or affiant or any other to	am; that said bidder has not colluded, conspired, connived, or rson, to put in a sham bid or to refrain from bidding and has not eement or collusion, or communication or conference, with any bidder, or to fix any overhead, profit, or cost element of said bid advantage against the City of Troy or any person interested in ontained in said proposal or bid are true.
SIGNATURE OF PERSON SUBMITTING BID	-
NOTARY'S SIGNATURE	-
Subscribed and sworn to before me this Oakland County.	_ day of _June, 2024 in and for
My commission expires: 6/23/2030	Shelby Hahn Notary Public State of Michigan Westensw County My Commission Expires 6/23/2030 Acting in the County of



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
- 2. Have not, within the three-year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
 - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2-Contracts.

XI I am able to certify to the above statements.

Premier Group Associates, LC	
Name of Agency/Company/Firm (Please Print)	
Brad Byarski, COO	
Name and title of authorized representative (Please Print)	
	6/27/2024
Signature of authorized representative	Date

[] I am unable to certify to the above statements. Attached is my explanation.

G:\Purchasing Forms - Instructions\Certification regarding debarment (2).doc



VENDOR CERTIFICATION THAT IT IS NOT AN "IRAN LINKED BUSINESS"

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor	
Legal Name	Premier Group Associates, LC
Street Address	2221 Bellevue St
City	Detroit
State, Zip	MI 48207
Corporate I.D. Number/State	801423673
Taxpayer I.D. #	45-0569048

The undersigned, with: 1.)full knowledge of all of Vendors business activities, 2.)full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent:
Printed Name of Vendor's Authorized Agent: Brad Byarski
Printed Name of Vendor's Authorized Agent: Brad Byarski
Witness Signature:
Printed Name of Witness: Shelby Hahn
G:\ BidLanguage_IranLinkedBusiness



<u>Proposer's Sworn and Notarized Familial Disclosure</u> (to be provided by the Proposer)

The undersigned, the owner or authorized officer of Froposer"), pursuant to the familial disclosure required Proposal, hereby represent and warrant, except as parelationships exist between the owner(s) or any employment Group Associates, LC are Council or City of Troy management.	ement provided in the Request for rovided below, that no familial
odulion of oity of froy managomonic.	
List any Familial Relationships:	
Mana	
None	
	BIDDER:
	Premier Group Associates, LC
	By:
	Its: Brad Byarski COO
STATE OF MICHIGAN	
)ss.	
COUNTY OF Oakland	
This instrument was acknowledged before me on the	27th day of June, 2024, by
Brad Byarski	
	_
Shelby Hahn Notary Public State of Michigan Washenaw County My Commission Expires 6/23/2030 Acting in the County of Oak Hand	

Quality Control & Risk Management

1. Quality Policy and Objectives

- Quality Policy Statement: Develop a clear and concise quality policy that outlines the company's commitment to quality and customer satisfaction.
- Quality Objectives: Define measurable quality objectives that align with the policy and business goals. Examples include reducing rework rates, meeting project deadlines, and achieving high customer satisfaction scores.

2. Organizational Structure

- Quality Control Manager: Appoint a dedicated quality control manager responsible for overseeing the program.
- Quality Control Team: Establish a team of quality inspectors, engineers, and project managers who will implement and monitor quality control measures.

3. Documentation and Procedures

- Quality Manual: Create a quality manual that documents all quality control procedures, policies, and standards.
- Standard Operating Procedures (SOPs): Develop SOPs for critical processes like material procurement, construction techniques, safety protocols, and equipment maintenance.

4. Training and Certification

- Training Programs: Implement regular training programs for all employees on quality control practices, safety standards, and new technologies.
- Certification Requirements: Ensure key personnel hold relevant certifications, such as ISO 9001, OSHA safety certification, and others pertinent to the construction industry.

5. Inspection and Testing

- Material Inspection: Establish protocols for inspecting all materials upon delivery to ensure they meet specified standards.
- In-Process Inspections: Conduct regular inspections at various stages of construction to identify and rectify any deviations from quality standards.
- Final Inspection: Perform a comprehensive final inspection upon project completion to ensure all work meets the required specifications and client expectations.

6. Performance Monitoring and Reporting

- Quality Metrics: Define key performance indicators (KPIs) to monitor the effectiveness of the quality control program, such as defect rates, rework costs, and inspection pass rates.
- Regular Reporting: Implement a system for regular reporting on quality metrics to senior management and stakeholders.

7. Continuous Improvement

- Feedback Mechanism: Create channels for feedback from clients, employees, and other stakeholders to identify areas for improvement.
- Quality Audits: Conduct periodic internal and external quality audits to ensure compliance with quality standards and identify opportunities for improvement.
- Review Meetings: Hold regular review meetings to assess the performance of the quality control program and implement improvements.

8. Health, Safety, and Environmental Considerations

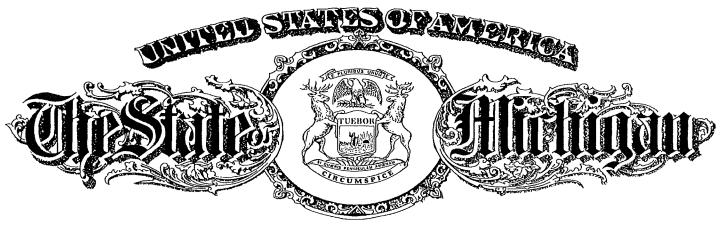
- Safety Protocols: Integrate stringent safety protocols into the quality control program to ensure the safety of workers and the public.
- Environmental Impact: Implement measures to minimize the environmental impact of construction activities, including waste management and pollution control.

9. Client Communication and Satisfaction

- Client Involvement: Engage clients throughout the project lifecycle to ensure their requirements and expectations are met.
- Satisfaction Surveys: Conduct client satisfaction surveys upon project completion to gather feedback and identify areas for improvement.

#	Year	Make	Model	Serial No.
1		Turfco	Top Dresser F12D	85423
2		Schiller	Sod Cutter SC 1815.5	8145
3		Ryan	Sod Cutter	10149
4		Ryan	Sod Cutter	54495408290
5		Case	521D Loader	JEE0133245
6		Exmark	850 KAW Mower	402520547
7		Exmark	Viking 36 Hydro S Series	400726552
8		Vermeer	Chipper BC1800A	1VRN1312310033441
9		John Deere	Gator XUV825M	1M0825MACJM013617
10		John Deere	Gator XUV 8251	1M0825GETGM114688
11		John Deere	Gator XUV825M	1M0825MAVJM013487
12		Cat	Loader 906M AR	OH6602005
13		Cat	Attachment Stump Grinder SG16	MAP00995
14		Cat	Attachment 36 Auger	A19B
15		Cat	Backhoe 420	SNOSKR01622
16		Cat	Attachment 24	
17		Cat	Rubber Track Skid 289D AHQ	43601X
18		Cat	Attachment Skid Forks	
19		Cat	Rubber Track Skid 289 D3 AHQR	0JX901051
20		Cat	Attachment Skid Forks	
21		Cat	Attachment Sand Bag Make	
22			Front Loader 60" Bucker Grill Guard	
23			72" Overseeder	1302555
24			Aerator Towable	ON IDENTIFICATION
25		Cat	PR184 (power box rake)	SNPRW02580
26		Z-Spray	Z-Max 60GAL Tank ZS52601	405528973
27		John Deere	Gator ZUV835M	1M0835MBHJM010437
28		John Deere	Gator XUV865M	1M0865MBCJM010044
29		Redmax	Trimmer RMBCZ260TS	20211000348
30		Redmax	Trimmer RMBCZ260TS	20211000349
31		Redmax	Trimmer RMBCZ260TS	20211000521
32		Redmax	Trimmer RMBCZ260TS	20211000542
33		Redmax	Trimmer RMBCZ260TS	20211000548
34		Redmax	Trimmer RMBCZ260TS	20211000548
35		Redmax	Trimmer RMBCZ260TS	20211000549
36		Redmax	Trimmer RMBCZ260TS	20211000550
37		Redmax	Trimmer RMBCZ260TS	20211000551
38		Redmax	Trimmer RMBCZ260TS	20211000552
39		Redmax	Trimmer RMBCZ260TS	20211000553
40		Redmax	Trimmer RMBCZ260TS	20211000556
41		Redmax	Trimmer RMBCZ260TS	20211000558
42		Redmax	Trimmer RMBCZ260TS	20211000560
43		Redmax	Trimmer RMBCZ260TS	20211000561 20211000562
44		Redmax	Trimmer RMBCZ260TS	
45		Redmax	Trimmer RMBCZ260TS	20211000563
46		Redmax	Back Pack Blower RMEB77500	20211000278
47		Redmax	Back Pack Blower RMEB77500	20211000282
48		Redmax	Back Pack Blower RMEB77500	20211000295
49		Redmax	Back Pack Blower RMEB77500	20211000296
50		Redmax	Back Pack Blower RMEB77500	20211000296
51		Redmax	Back Pack Blower RMEB77500	20211000297 20211000298
52		Redmax	Back Pack Blower RMEB77500	
53		Redmax	Back Pack Blower RMEB77500	20212000299
54		Paladin	Brush Hog Skid Steer GSS72	578218
55		Redmax	Trimmer Straight 967194E16	
56		Redmax	Trimmer Straight 967194E16	
57		Redmax	Trimmer Straight 967194E16	
58		Redmax	Trimmer Straight 967194E16	
59		Redmax	Trimmer Straight 967194E16	
60		Redmax	Trimmer Straight 967194E16	
61		Redmax	Trimmer Straight 967194E16	
62		Redmax	Trimmer Straight 967194E16	
63		Redmax	Trimmer Straight 967194E16 Trimmer Straight 967194E16	
64		Redmax		
65		Redmax	Trimmer Straight 967194E16	
66		Redmax	Trimmer Straight 967194E16	
67		Redmax	Trimmer Straight 967194E16	
68		Redmax	Trimmer Straight 967194E16	
69		Redmax	Trimmer Straight 967194E16	
70		Landrelda		1429630
71		Landpride	673LB Poly	
72		Redmax	Hedge Trimmer 23 Hedge Trimmer 23	9.02E+22 9.02E+22
73		Redmax		

74 75 76 77 78 79 80 81 82 83 84 85	Redmax Compared or Graco	Trimmer Straight Trimmer Straight Trimmer Straight Trimmer Straight Trimmer Straight Trimmer Straight Edger Straight Shaft Fack Blower Lazer X Series Kohler 60" Red 980 389CC 4-0 STB Field Laser Line Sprayer	20200600232 20200600241 20200600242 20200600251 20200600252 20192400229 20192400229 20192400236 20192400237 20185000420 409164840
87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106	Graco Bobcat Yanmar Exmark Exmark Exmark Exmark Exmark John Deere Exmark Cat Cat Cat	Field Laser Line Sprayer Miller Welder 255 35HP Cab Tractor Lazer Vanguard 60' Deck X-Series Skid Steer 333G CTL Lazer X-Series 980 KOH 60 Drain Aerator 289 D3 Rubber Track Skid 289 D3 AHQB Rubber Track Skid 906 ARQ	MJ381108R 100787 411566008 411565990 411496342 411355933 411565994 411566010 1T0333GMTPF43554 414819087 414961883 414961886 415232227 415232249 415232249 415232249 415232249 415232249 415232249 415232249 415232249 415232249 415232249 415232249 415232249



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That
PREMIER GROUP ASSOCIATES, LC

was validly authorized on August 7, 2007, as a Michigan DOMESTIC LIMITED LIABILITY COMPANY and said limited liability company is validly in existence under the laws of this state and has satisfied its annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the company is in good standing in Michigan as of this date.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by electronic transmission

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 30th day of January, 2024.

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Certificate Number: 24010624110



WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

Mational Women's Business Enterprise Certification

Premier Group Associates LC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE). This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: August 31, 2012 Expiration Date: August 31, 2024 WBENC National Certification Number: 2005120872

mica the

WBENC National WBE Certification was processed and validated by Great Lakes Women's Business Council, a WBENC Regional Partner Organization.

Great Lakes
Women's
Business
COUNCIL

Authorized by Michelle Richards, President Great Lakes Women's Business Council

NAICS: 561210, 236220, 531312, 561720, 561730 UNSPSC: 30121803, 30221013, 70111703, 72000000, 72101703, 72102902, 72102903, 72141510, 72153100, 72153103, 72153106, 76110000























FY 2023 - 2024

Detroit Business Certification Program

This is to certify the business below has met all requirements set forth by the City of Detroit, Civil Rights, Inclusion & Opportunity Department as

Premier Group Associates LLC

Detroit Based Business (DBB)

Detroit Headquartered Business (DHB)

Detroit Small Business (DSB)

Detroit Resident Based Business (DRB)

Woman-Owned Business Enterprise (WBE)

Commencing September 20, 2023, expiring on September 20, 2024



—DoouSigned by:

Tunika Griggs

Tenika R. Griggs, Esq., Deputy Director Civil Rights, Inclusion & Opportunity

> City of Detroit Michael E. Duggan, Mayor

> > Revised PFord - 09.03.2018

Kristy Cook

From:

Rita via Smartsheet <automation@app.smartsheet.com>

Sent:

Wednesday, April 17, 2024 12:23 PM

To:

Subs

Subject:

City of Detroit Business Clearance Application - Approved - Premier Group Assoicates, LC dba

Premier Group Assoicates, LC Detroit Michigan - US

You don't often get email from automation@app.smartsheet.com. Learn why this is important



City of Detroit Business Clearance Application - Approved -Premier Group Assoicates, LC dba Premier Group Assoicates, LC Detroit Michigan - US

Dear Applicant,

The business clearance for Premier Group Assoicates, LC dba Premier Group Assoicates, LC located at 2221 Bellevue St. Detroit Michigan - US has been approved. It is valid through 04/17/25.

This email is proof of the clearance approval. If you need to provide approval documentation for any reason, please forward a copy of this email.

If you have any questions, please feel free to reach out to the Clearance Unit at CityofDetroitClearances@detroitmi.gov.

IMPORTANT: Tax years 2018 & 2019 may be subject to review and affect the clearance status.

Sincerely,

City of Detroit Clearance Unit Phone Number - 313-224-3560 Option 4



This certifies that **Premier Group Associates, LC**

2221 Bellevue St. Detroit, Michigan 48207

Has complied with all the requirements of the Wayne County Business Certification Program. This firm is hereby eligible to participate in Wayne County's procurement process utilizing the Equalization Credits for the following programs and/or has established compliance with Wayne County's Fair Employment Practices Resolution.

(Listed under the Certification Medallion is the date through which your Certification/Registration is valid.)





8/3/2025

5/27/2027



10/3/2025

M/WBE Registered through: 10/3/2025

Jaia Amorè

Jaia Amorè, Deputy Director

Warren C. Evans, County Executive

was a micelu

Michigan Department of Licensing and Regulatory Affairs Bureau of Construction Codes Residential Builders Section P.O. Box 30254 Lansing, MI 48909

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Company Builder License
Q.O. - Bradley Thomas Byarski

PREMIER GROUP ASSOCIATES LC 535 GRISWOLD ST STE 1420 DETROIT, MI 48226

License No:

Expiration Date:

2102220508

05/31/2027

PREMIER GROUP ASSOCIATES LC 535 GRISWOLD ST STE 1420 DETROIT, MI 48226

GRETCHEN WHITMER Governor

Michigan Department of Licensing and Regulatory Affairs Bureau of Construction Codes Company Builder License

PREMIER GROUP ASSOCIATES LC 535 GRISWOLD ST STE 1420 DETROIT, MI 48226

> Qualifying Officer: Bradley Thomas Byarski Qualifying Officer # 2101217074

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

License No. 2102220508 Expiration Date: 05/31/2027

This document is duly issued under the laws of the State of Michigan



April 3, 2024

Re: PREMIER GROUP ASSOCIATES, LC bonding capacity

To Whom It May Concern:

Please be advised that J. Ryan Bonding is authorized by Pennsylvania National Mutual Casualty Insurance Company and Penn National Security Insurance Company ("Penn National Insurance") to issue fidelity and surety bonds for Premier Group Associates, LC. In our opinion, this company continues to be properly financed, well-equipped, and capably managed. This is a highly regarded client relationship.

We are willing to favorably consider executing surety bonds for single contracts up to \$2,000,000 within a \$5,000,000 bonded aggregate work program. Larger contracts will also be considered on a case-by-case basis.

Please understand that any arrangement for surety credit is a matter between the contractor and the surety and we assume no liability to any third parties. We reserve the right to perform normal underwriting at the time of any specific bond request, including without limitation, prior review and approval of relevant contract documents, and required bond forms. As such, this letter is not to be construed as an agreement to provide surety bonds for any particular project; but rather, it is offered as an indication of our confidence in this particular client and its management team. Any specific requests for bonds will be underwritten by Penn National Insurance on their own respective merits.

Pennsylvania National Mutual Casualty Insurance Company and Penn National Security Insurance Company ("Penn National Insurance") (NAIC #14990; 32441) is corporate surety with an A.M. Best Financial Strength Rating of "A- (Excellent)" and is categorized by A.M Best Company as belonging to the "XI (USD 750 Million to Less than \$1 Billion) Size Category. Penn National Insurance appears in the Federal Treasury Register (Dept. Circular 570) and is licensed to do business in the State of Michigan.

If you have any questions, please contact me at 616-425-2232.

Sincerely,

Kory Mortel

J. Ryan Bonding, Inc.

Attorney-in-fact for Penn National Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Wayne Foster PRODUCER PHONE (A/C, No, Ext): (586) 323-5700

E-MAIL ADDRESS: wfoster@sterlinga (586) 323-5703 AssuredPartners of Michigan FAX (A/C, No): 13900 Lakeside Circle wfoster@sterlingagency.com INSURER(S) AFFORDING COVERAGE NAIC # Sterling Heights MI 48313-1318 Grange Mutual Insurance INSURER A: INSURED INSURER B : Premier Group Associates, LLC INSURER C: 535 Griswold Suite 1420 INSURER D : INSURER E Detroit MI 48226 INSURER F: CL2441836990 COVERAGES CERTIFICATE NUMBER: **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS, POLICY EFF POLICY EXP ADDUSUBR TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 1,000,000 CLAIMS-MADE X OCCUR 10,000 MED EXP (Any one person) CPP 2875479 05/01/2024 05/01/2025 1,000,000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE POLICY PRO-2,000,000 PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** \$ 1,000,000 MY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY HIRED SCHEDULED CA2875480-00 05/01/2024 05/01/2025 Α BODILY INJURY (Per accident) AUTOS NON-OWNED AUTOS ONLY PROPERTY DAMAGE (Per accident) AUTOS ONLY Underlosured motorist s Included UMBRELLA LIAB 4,000,000 EACH OCCURRENCE **X** occur 4,000,000 **EXCESSION** CUP 2875481 05/01/2024 05/01/2025 AGGREGATE CLAIMS-MADE RETENTION \$ DED WORKERS COMPENSATION ➤ PER STATUTE AND EMPLOYERS' LIABILITY 1,000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT Υ WC 2875538 05/01/2024 05/01/2025 1,000,000 E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN

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ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City of Detroit @2 Woodward-CAYMC

Suite #1008 Detroit

MI 48226

Additional Named Insureds

Other Named Insureds

521 McCoy LLC

Limited Liability Company, Additional Named Insured

Andrew Housey

Individual, Additional Insured

Elizabeth Housey

Individual, Additional Insured

North Corktown Butternut LLC

Limited Liability Company, Additional Named Insured

Premier Group Associates Florida, LLC

Limited Liability Company, Additional Named Insured

Premier Group Associates LC

Doing Business As

OFAPPINF (02/2007)

COPYRIGHT 2007, AMS SERVICES INC

Cricket Field – Boulan Park Section 5: Bid Proposal Page 5 of 6

SECTION 5: BID PROPOSAL - Alternates Form

Page 1 of 2

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Company Name: Premier Group Associates, LC

Project Name: Boulan Park Cricket Field

Project Location: 1898 Boulan Park Dr, Troy, MI 48084.

Owner: City of Troy. Architect: OHM Advisors.

Architect Project Number: 0128-23-0110

BID FORM SUPPLEMENT

F. This form is required to be attached to the Bid Form.

1.9 DESCRIPTION

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no affect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.10 SCHEDULE OF ALTERNATES

A.	<u>Alter</u>	nate No. 01: HMA Sidewalk:								
	1.	$ADD_{\underline{X}}$ DEDUCT NO CHANGE NOT APPLICABLE								
	2.	ninety seven thousand, five hundred Dollars (\$ 97,500.00								
	3.	ADD_15_ DEDUCT calendar days to adjust the Contract Time for this alternate.								
В.	B. <u>Alternate No. 02: Sight Wall Alternate:</u>									
	1.	ADD DEDUCT X _ NO CHANGE NOT APPLICABLE								
	2.	nine thousand Dollars (\$ 9,000.00).							
	3.	ADD DEDUCT5_ calendar days to adjust the Contract Time for this alternate.								

SECTION	5:	BID	PROPOSA	L - /	Alternates	Form ((Continued)
---------	----	-----	----------------	-------	------------	--------	-------------

Page 2 of 2

1.11	SUBMISSION O	F BID SUPPLEMENT
------	--------------	------------------

A.	Respectfully submitted this 23rd day of July	, 2024.
В.	Submitted By: Premier Group Associates, LC	(Insert name of bidding firm or corporation).
C.	Authorized Signature:	(Handwritten signature).
D.	Signed By: Brad Byarski	(Type or print name).
E.	Title: Chief Operating Officer	_ (Owner/Partner/President/Vice President).

END OF DOCUMENT 004323



May 30, 2024

TO: All Prospective Bidders

FROM: The City of Troy Purchasing Department

RE: Request for Proposal

RFP 24-13 Cricket Field – Boulan Park

The City of Troy Purchasing Department invites companies to review the attached Request for Proposal (RFP) documents for Construction Services. The attached documents will be used to determine the most qualified Contractor with the ability to provide these services.

The effective date of the resulting contract will be upon City Council approval. A Committee will make the decision as to the selection of the most qualified vendor. Their decision will be deemed in the City of Troy's best interest and will be final. All interested parties are encouraged to attend. The City of Troy urges all interested parties to submit the enclosed Request for Proposal documents.

Sincerely,

Emily Frontera, Purchasing Manager



Cricket Field – Boulan Park Section 1: Section Guide

Page 1 of 1

SECTION 1: SECTION GUIDE

Section 1:

Section Guide - 1 Page

Section 2:

Instructions to Bidders – 4 Pages

Section 3:

Criteria for Selection - 1 Page

Section 4:

Request for Proposal Content - 1 Page

Questionnaire – 3 Pages

Section 5:

Bid Proposal - 1 Page

Bid Form - 2 Pages

Unit Price Form - 1 Page

Alternates Form – 2 Pages

Section 6:

Terms and Conditions - 6 Pages

Public Act 57 – 2 Pages

Section 7:

Insurance and Indemnifications Requirements – 3 Pages

Section 8: Attachments

RFI (Request for Interpretation) - 1 Page

Forms for Bid Proposal (5 Forms)

Statement of No Bid - 1 Page

Forms for Contract Execution (4 Forms)

Forms for Payment and Closeout (4 Forms)

Sample Insurance Certificate - 4 Pages

Section 9: Technical Specifications – 115 Pages

Section 10: Drawings - 15 Pages



Cricket Field – Boulan Park Section 2: Instructions to Bidders

Page 1 of 4

SECTION 2: INSTRUCTIONS TO BIDDERS

Sealed Request for Proposals for the **CRICKET FIELD at BOULAN PARK** for the **CITY OF TROY** will be *electronically* received by the City of Troy, 500 W. Big Beaver Road, Troy, MI 48084 until **THURSDAY June 27**, **2024**, at **10:00 AM E.D.T.**, after which time they will be publicly opened and read in the specified *Zoom Meeting* listed on Page 4 of the Instructions to Organizations. *Late bid submittals will not be accepted.* **Electronic Bid Submission only; hard copy, emailed or faxed copies will not be accepted.**

ELECTRONIC PROPOSALS MUST BE ENTERED INTO BIDNET (MITN) PROCUREMENT SYSTEM ON OR BEFORE 10:00AM THURSDAY, JUNE 20, 2024.

- 1. The following pages include a questionnaire and proposal pricing section to be completed by each prime contractor submitting a proposal. Each item must be completed with a response. Contractors not responding to the questions may be classified as unresponsive. The bidder must initial any corrections. The questionnaire and proposal are to be completed in legible form, preferably typewritten.
- 2. The response must follow this format. Supplemental information should be provided in additional sections following the same numbering scheme. The response should be concise and complete.
- 3. Any additional written material such as professional records, certifications, etc. your firm may think important should be attached and submitted to augment the data included in the questionnaire and proposal. It is not necessary to include expensive custom binders, displays, or other materials unless the firm believes such materials are necessary to the proposal. All costs incurred in the preparation and/or presentation of the proposal shall be wholly borne by the prospective bidder.
- 4. TIMELY SUBMITTALS: Late submittals will not be accepted.
- 5. All information requested herein shall be submitted with the Request for Proposal (RFP); failure to do so may result in rejection of the RFP as non-responsive and/or incomplete.
- 6. The City of Troy reserves the right in its sole discretion (for this and the other provisions of this RFP) to accept or reject any and all Proposals with or without cause, to waive any irregularity or informality in any RFP process, and the right to award the Contract to other than the Proposer submitting the best financial Proposal. The City of Troy reserves the right to negotiate with the Proposers concerning their Proposals.
- 7. Any and all proposals submitted must be on the City of Troy request for proposal forms. If more than one proposal is submitted, a separate proposal form must be used for each. Forms are enclosed or obtainable at the City of Troy Purchasing Department or on the MITN Purchasing Group website at www.bidnetdirect.com//city-of-troy-mi.
- 8. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful bidder with tax exemption certificates when requested.

The following exception will apply to installation projects, when sales tax is charged to the awarded vendor(s) for materials to be installed during the project, that cost should be included in the unit cost and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

Cricket Field – Boulan Park Section 2: Instructions to Bidders Page 2 of 4

- 9. If further information regarding this proposal is required, please contact the Troy Purchasing Department at (248) 680-7291.
- 10. Each proposal that is received by the deadline will be evaluated on its merit and completeness of all requested information. In preparing proposals, bidders are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the City of Troy Purchasing Department. If a bidder finds a discrepancy, error, or omission in the RFP documents, or requires any written addendum thereto, the Respondent is requested to notify the Purchasing contact so that written clarification may be sent to all prospective Respondents. THE CITY IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS. No communication is permitted between Proposers and other City Departments, Divisions or Committee members prior to the award of the bid unless sanctioned by the Troy Purchasing Department.
- 11. If it becomes necessary to revise any part of the RFP, notice of the revision will be emailed to Firms in the form of an addendum issued on the MITN website. All addenda shall become a part of the RFP. Each Proposer should in its Proposal, to avoid any miscommunication, acknowledge all addenda which it has received, but the failure of a Proposer to receive, or acknowledge receipt of; any addendum shall not relieve the Proposer of the responsibility for complying with the terms thereof. Acknowledgment by the Proposer should consist of including the addenda, as part of the Proposal.
- 12. CONTRACTOR CHANGES OR ALTERATIONS TO RFP DOCUMENTS INCLUDING SPECIFICATIONS MAY RESULT IN AN RFP BEING CONSIDERED NON-RESPONSIVE. The only authorized Contractor changes to an RFP document will be in the areas provided for a bidder's response, including the "Exceptions" section of the proposal. If a change or alteration to the documents is undetected and the bidder is awarded a contract, the original terms, conditions, and specifications in the Authorized Version of the RFP document will be applicable during the term of the contract. The City of Troy shall accept NO CHANGES to the RFP document made by the Contractor unless those changes are set out in the "Exceptions" provision of the Authorized Version of the RFP document. It is the Contractor's responsibility to acquire knowledge of any changes, modifications or additions to the Authorized Version of the RFP document, Any Contractor who submits a proposal and later claims it had no knowledge of any changes, modifications or additions made by the City of Troy to the Authorized Version of the RFP document, shall be bound by the proposal, including any changes, modifications or additions to the Authorized Version.
- 13. If a proposal is awarded to a Contractor who claims that it had no knowledge of any changes, modifications or additions made by the City of Troy to the Authorized Version of the RFP, and that Contractor fails to accept the award, the City of Troy may pursue costs and expenses to re-bid the item from that Contractor. The Authorized Version of the RFP document shall be that document appearing on the MITN System with any amendments and updates.
- 14. The City of Troy officially distributes bid documents from the Purchasing Department or through the MITN Purchasing Group website. Copies of bid documents obtained from any other source are not considered official copies. Only those vendors who obtain bid documents from either the Purchasing Department or the MITN website are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the sources indicated, it is recommended that you register on the MITN website, www.bidnetdirect.com//city-of-troy-mi, and obtain an official copy.
- 15. A successful bidder furnishing labor on City/public premises does agree to have his workers covered by Worker's Compensation, and furnish a Certificate of Insurance and Endorsement showing coverage for bodily injury and property damage and worker's compensation to the Purchasing Manager within 5 days of a verbal request. The "Company Representative" does warrant that by signing the RFP document, the "additional insured endorsement" will be included in the Insurance Coverage supplied to the City as part of the specified requirements.

Cricket Field – Boulan Park Section 2: Instructions to Bidders

Page 3 of 4

- 16. To the fullest extent permitted by law, the successful bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/ or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.
- 17. To the extent permitted by law, the City of Troy and the successful bidder waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, and the architect, architect's consultants, separate contractors, if any, and any of their subcontracts, subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this agreement or other property insurance applicable to the work. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged for this contract.
- 18. <u>Bid Deposit:</u> Each bid must be accompanied by a cashier's check or money order payable to the City of Troy in the amount of \$10,000 to insure the bid. BID BONDS ARE NOT ACCEPTABLE. A pdf version of this Certified Check must be included with your Electronic Bid Submission Response.

**The original check of the successful bidder must be submitted prior to recommendation for award of bid.

The bid surety will be returned to the successful bidder upon submission of the specified, acceptable Performance, Labor and Materials Payment Bonds, and an executed one-year Maintenance Bond in the amount of 100% of the project in accordance with specifications.

19. BID DEPOSIT AND FORFEITURE:

The bid deposit of the lowest bidder shall be forfeit if, after bid opening, a change in the bid price or other provision of the bid is required by the bidder that is prejudicial to the interest of the City of Troy or fair competition.

- 20. All bidders are held to stated prices, as accepted by the City, through proposal award, except the successful bidder whose prices shall remain firm for the entire contract period.
- 21. It is the vendor's responsibility to carefully check the figures bid, and understands he/she will be responsible for any error or omission in their bid offer and acknowledges receipt of all addenda as issued.

SPECIAL INSTRUCTIONS

- A Pre-Bid Meeting will NOT be required for this project.
- Additional Information: For additional information or questions concerning this project, please contact Emily
 Frontera at e.frontera@troymi.gov. Submit questions on provided RFI Form included in Section 8 Attachments. All questions must be made in writing prior to Wednesday, June 19, 2024, end of business
 day.
- Proposal documents should be uploaded as a single PDF containing all required RFP documents, including bid proposal form, unit cost form, alternate form, RFP requested information, items noted in the instructions to bidder, and forms noted in Attachments Section.
- Proposals will be received electronically on the MITN Purchasing Group website on or before the time and date given below. Bid openings are being conducted in accordance with City Charter and Code utilizing Zoom and can be joined via your computer, tablet, or smartphone using the information below. Please contact Emily Frontera, Purchasing Manager, e.frontera@troymi.gov with any questions regarding the bid opening. Final bid results will be posted on the MITN website after award; please register to see results www.bidnetdirect.com//city-of-troy-mi.

BID OPEN - ZOOM MEETING URL

Date & Time: Jun 27, 2024 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

https://us02web.zoom.us/j/89800109119?pwd=WU1raEk4WEhkRWJIUHhhSHZYSXI3QT09

Meeting ID: 898 0010 9119

Passcode: 896536

One tap mobile

- +16469313860,,89800109119#,,,,*896536# US
- +13017158592,,89800109119#,,,,*896536# US (Washington DC)

Dial by your location

- +1 646 931 3860 US
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 646 876 9923 US (New York)
- +1 408 638 0968 US (San Jose)
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
- +1 689 278 1000 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)

Meeting ID: 898 0010 9119

Passcode: 896536

Find your local number: https://us02web.zoom.us/u/k143vyAf



Cricket Field – Boulan Park Section 3: Criteria for Selection Page 1 of 1

SECTION 3: SELECTION PROCESS

A Committee comprised of City Staff will review the proposals. The City of Troy reserves the right to award this proposal to the firm considered the most qualified based upon a combination of factors including but not limited to the following:

- A. Compliance with qualifications criteria
- B. Completeness of the proposal
- C. Financial strength and capacity of the firm
- D. Correlation of the proposals submitted to the needs of the City of Troy
- E. Any other factors which may be deemed to be in the City's best interest
- F. Evaluation Process

Phase 1: BIDDER QUALIFICATIONS

Organizations will be required to meet minimum established criteria in order to be considered for award of this bid. Bidders must demonstrate that they are qualified by experience and capability to successfully construct the project within the Contract Time Frame and Contract Amount. Minimum qualifications include:

- Firm experience in the construction of at least 3 separate projects successfully completed within last 5-years.
- Firm experience in the construction of at least 5 separate projects each with a contract value of comparable amount to this project and completed within project budget.

Bidders who cannot meet the above minimum qualifications will not be considered for award. Documents necessary to show compliance with the above requirements must be provided within your proposal.

Phase 2: Evaluation of Proposals

Each Committee member will independently use a weighted score sheet to evaluate the proposals; each Committee Member will calculate a total score. The scores of the Committee Members will be averaged into one score for each firm for this phase of the process. The following is the break-down of each criterion and weighed score applicable:

- Organization, History, and capabilities (10 Points)
- Qualification of Personnel and Staff specific to Project (35 Points)
- References (20 Points)
- Experience (20 Points)
- Questionnaire (10)
- Subconsultants (5 Points)

Phase 3: Price Proposal

Points for price will be calculated as follows:

FORMULA: {1- (Proposal Price – Lowest Price) / Lowest Price} x available points

Phase 4: Final Scoring and Selection

The firm with the highest final weighted score will be recommend to the Troy City Council for Award.

70% Proposal Evaluation Score (100 point base)

30% Price Score (100 point base)

100% Final Weighted Score

Note: The City of Troy reserves the right to change the order or eliminate an evaluation phase if deemed in the City's best interest to do so.



Cricket Field - Boulan Park

Section 4: Request for Proposal Content

Page 1 of 4

SECTION 4: REQUEST FOR PROPOSALS - Cricket Field Project

The City of Troy is requesting that all proposers complete the Request for Proposal documents attached for the Cricket Field at Boulan Park. Bidders must pass the Bidders Qualifications phase of the process as detailed in Section 3: Criteria for Selection, in order to have their proposal considered. Proposals shall include the following information to demonstrate qualification and experience of proposed contractor team for the project. Please be sure to read and fully understand all portions of this Request for Proposal Document.

1. QUALIFYING CONDITIONS OF THE FIRM WHO WILL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE CRICKET FIELD.

A. ORGANIZATION INFORMATION

Name, address, and <u>brief</u> description of organization, history, and capabilities. Organization shall identify itself as individual, or if doing business under assumed name, indicate assumed name, partnership (naming partners), corporation, foreign or domestic (naming principal officers), or government agency, and indicate official capacity of persons executing documents.

B. QUALIFICATIONS OF FIRM TO PERFORM PROJECT AS SPECIFIED

Describe the organization's capacity to service the City of Troy, including appropriately certified and trained personnel and experience and support for the services. Include qualifications of the specific staff to be assigned to this contract. Provide any additional information your organization feels appropriate to substantiate qualifications, track record, and commitment to provide these services.

C. POSITIVE REFERENCES FOR THE FIRM

Provide names, business or agency affiliation and telephone numbers of references that have had a similar contract relationship with your organization within the last three (3) years that best characterizes your quality and past performance.

D. PROJECT EXPERIENCE

Provide minimum of 3 completed projects in the last five years of outdoor athletic field projects completed that demonstrate installation of slopes from 0.5% to 1.5%, with brief description on means and methods and quality assurance/quality controls utilized during construction.

E. RESPONSE TO ATTACHED QUESTIONNAIRE

Firms responding to the RFP will be required to provide responses to questions asked in the enclosed vendor questionnaire.

F. Sub-contractor list

Provide a list of subconsultants who will be utilized on the project for the following trades (Provide additional subconsultants if further breakdown of work expected): Concrete, Landscaping, Electrical, Survey, Carpentry.

2. **FINANCIAL INFORMATION**

The City of Troy reserves the right to require a bidder to show to the complete satisfaction of City Staff that it has the necessary facilities, abilities, and financial resources to provide the service specified herein. The bidder may also be required to give a past history in order to satisfy the City of Troy in regard to the bidder's qualifications. The City of Troy may conduct a reasonable investigation deemed necessary and proper to determine the ability of the bidder to perform the work and the bidder shall furnish to the City all information for this purpose that may be requested.



Cricket Field – Boulan Park Section 4: Request for Proposal Content Page 2 of 4

QUES	TIONNAIRE							Pa	ge 1 of 3
Please	provide the follow	ving information	on and submit	with your F	Proposal:				
Compa	ny Name:					_			
Establi	shed:	20 S	tate:	Years in	Business_				
	If additional sp red appropriately			the quest	tionnaire,	please	attach	additiona	l sheets
1.	Number of year	rs of experier	nce installing	this type	of work:				
2.	List the munici scope of work:		ave contracte	ed with du	ring the p	ast thre	e/five y	ears wit	n similar
3.	List at a minim value of over \$ time within buc	750,000. Giv	e organizatio						
	Project Name	Organizatio	on/Contact Nur	nber Va	llue		Comp	leted in b	udget
4.	List all contract name,						ive orç	ganizatio	n name,
	Organization	Contr	act Name	Comp	oletion Da	te			Value



Cricket Field – Boulan Park

Section 4: Request for Proposal Content Page 3 of 4

QUESTIONNAIRE (continued)

Page 2 of 3

5.	What services would be provided by your company and what services would be subcontracted if applicable? Please include your company's experience working with these contractors.
6.	Provide a project schedule based on starting the work within ten (10) days after receiving "Notification to proceed."
7.	Provide your company's risk management process to identify and minimize potential problems. Include any potential risks relative to this project and what steps will be taken to minimize the impact to the project schedule and completion date.
8.	List the number and types of equipment to be used on this project that you now own and is available for immediate use for on this project:
9.	Number of permanent employees in your company:
	Supervisory:
	Labor:
	Operators:



Cricket Field – Boulan Park Section 4: Request for Proposal Content Page 4 of 4

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Page 3 of 3

The foregoing questionn	aire is a true statement of facts:	
Authorized Signature:		
Print Name:		
Title:	Date:	
Company Name:		
Address:		
Phone Number:		
Email:		



Cricket Field – Boulan Park Section 5: Bid Proposal Page 1 of 6

SECTION 5: BID PROPOSAL

The undersigned as bidder declares that he/she having examined the plans and specifications with the related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, hereby proposes to complete the Project which consists of construction of a new cricket field and amenities (scoreboard, dugouts, shed, sidewalls, and associated site work) within City of Troy Boulan Park.

COMPANY NAME:	

BID PROPOSAL: CRICKET FIELD CONSTUCTION - CITY OF TROY BOULAN PARK

A single prime contract based on a Stipulated Price as specified to furnish all labor, equipment materials, and supplies, to complete the program in accordance with the bid specifications, within the time set forth therein, and at the price stated below. The price shall cover all expenses incurred in performing the work required under the contract documents, of which this Proposal is part, and include the following:

- Develop, coordinate and maintain project schedule.
- Obtain all permits and coordinate inspections.
- Review submittals for conformance with the design drawings and specifications.
- Provide full time job site supervision when work is being conducted.
- Provide a safety representative and be responsible for safety precautions and programs.
- Routine job clean up, debris removal, and dust control.
- Monitor compliance with permit conditions.
- Coordinate with Owner and issue field memos and clarifications as required.
- Review and provide monthly pay application for payment.
- Coordinate biweekly progress meetings.
- Maintain daily inspection records by varying site conditions.
- Coordinate inspections, materials testing, and special testing with City as required.
- Attend all contractor walk-throughs, final inspections and demonstrations.
- Organize and deliver as-built drawings, project records, manuals, warranties, product literature, etc.
- Final job site cleanup.

SECTION 5: BID PROPOSAL - Bid Form

Page 1 of 2

Compan	y Name:
Project L Owner: C Architect	lame: Boulan Park Cricket Field ocation: 1898 Boulan Park Dr, Troy, MI 48084. City of Troy. : OHM Advisors. Project Number: 0128-23-0110
1.1	CERTIFICATIONS AND BASE BID
A.	Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by OHM Advisors and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

BASE BID PRICE \$____

The above amount may be modified by amounts indicated by the Bidder on the attached Document 004322 "Unit Prices Form" and Document 004323 "Alternates Form."

1.2 **ACKNOWLEDGEMENT OF ADDENDA**

Α.	The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of
	this Bid:

1.	Addendum No. 1, dated	
2.	Addendum No. 2, dated	
3.	Addendum No. 3, dated	
4.	Addendum No. 4, dated	

1.3 **BID SUPPLEMENTS**

- A. The following supplements are a part of this Bid Form and are attached hereto.
 - 1. Bid Form Supplement - Alternates.
 - 2. Bid Form Supplement - Unit Prices.

CONTRACTOR'S LICENSE 1.4

The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in City A. of Troy, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

SECTION 5: BID PROPOSAL – Bid Form (continued)

Page 2 of 2

1.5 SUBMISSION OF BID

A.	Respectfully submitted this	day of, 2024.
B.	Submitted By:	(Name of bidding firm or corporation).
C.	Authorized Signature:	(Handwritten signature).
D.	Signed By:	(Type or print name).
E.	Title:	(Owner/Partner/President/Vice President).
F.	Witnessed By:	(Handwritten signature).
G.	Attest:	(Handwritten signature).
Н.	Ву:	(Type or print name).
l.	Title:	(Corporate Secretary or Assistant Secretary).
J.	Street Address:	·
K.	City, State, Zip:	.
L.	Phone:	-
M.	License No.:	
N.	Federal ID No.:	(Affix Corporate Seal Here).

END OF DOCUMENT 004113

SECTION 5: BID PROPOSAL - Unit Prices Form

Page 1 of 1

DOCUMENT 004322 - UNIT PRICES	FORM
--------------------------------------	------

Compa	any Name:			
Project Owner Archite	t Name: Boulan Park Cricket Field t Location: 1898 Boulan Park Dr, Troy, MI 48084. : City of Troy. ect: OHM Advisors. ect Project Number: 0128-23-0110			
1.6	BID FORM SUPPLEMENT			
A.	This form is required to be attached to the Bid Forn	n.		
B.	The undersigned Bidder proposes the amounts be on performance and measurement of the individua		ducted from the Contract Sun	
C.	If the unit price does not affect the Work of this Cor	ntract, the Bidder shall	indicate "NOT APPLICABLE."	
1.7	UNIT PRICES			
A.	Unit-Price No. 1: Standard Concrete Sidewalk.			
	1	dollars (\$) per unit.	
В.	Unit-Price No. 2: 6-inch Concrete Sidewalk.			
	1.	dollars (\$) per unit.	
C.	Unit-Price No. 3: Hot Mix Asphalt (HMA) Path.			
	1	dollars (\$) per unit.	
1.8	SUBMISSION OF BID SUPPLEMENT			
A.	Respectfully submitted this day of	, 2024.		
B.	Submitted By:	(Insert name o	of bidding firm or corporation).	
C.	Authorized Signature:	(Hand	(Handwritten signature).	

Signed By: ______ (Type or print name).

Title: _____ (Owner/Partner/President/Vice President).

D.

E.

3.

SECTION 5: BID PROPOSAL – Alternates Form

Page 1 of 2

DOCUM	IENT 004323 - ALTERNATES FORM			
Compan	y Name:			
Project L Owner: 0 Architect	Name: Boulan Park Cricket Field Location: 1898 Boulan Park Dr, Troy, MI 48084. City of Troy. t: OHM Advisors. t Project Number: 0128-23-0110			
BID FOR	RM SUPPLEMENT			
F.	This form is required to be attached to the Bid Form.			
1.9	DESCRIPTION			
A.	The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.			
B.	If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."			
C.	If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."			
D.	The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.			
E.	Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.			
F.	Acceptance or non-acceptance of any alternates by the Owner shall have no affect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.			
1.10	SCHEDULE OF ALTERNATES			
Α.	Alternate No. 01: HMA Sidewalk: 1. ADD DEDUCT NO CHANGE NOT APPLICABLE 2 Dollars (\$). 3. ADD DEDUCT calendar days to adjust the Contract Time for this alternate.			
В.	Alternate No. 02: Sight Wall Alternate:			
	1. ADD DEDUCT NO CHANGE NOT APPLICABLE			
	2 Dollars (\$).			

ADD____ DEDUCT____ calendar days to adjust the Contract Time for this alternate.

1.11

SECTION 5: BID PROPOSAL – Alternates Form (Continued)

SUBMISSION OF BID SUPPLEMENT

Page 2 of 2

A.	Respectfully submitted this day of	, 2024.
B.	Submitted By:	(Insert name of bidding firm or corporation).
C.	Authorized Signature:	(Handwritten signature).
D.	Signed By:	(Type or print name).
E.	Title:	(Owner/Partner/President/Vice President).

END OF DOCUMENT 004323



Cricket Field – Boulan Park Section 6: Terms and Conditions

Page 1 of 6

SECTION 6: TERMS AND CONDITIONS

PROPOSAL SIGNATURE:

Each authorized representative of the organization must sign the RFP with their usual signature and shall give their full business address. RFP documents submitted by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. RFP documents by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter. RFP documents from governmental agencies must be signed by the principal authorized to bind it in the matter.

CONTRACT AWARD:

The evaluation and award of this proposal shall be a combination of factors including, but not limited to: the completion of all information requested and detailed in the RFP, price proposal, professional competence, references that include evidence of completion of at least three (3) projects of similar scope and size, understanding of the project, ability to meet deadlines, and the correlation of the proposal submitted to the needs of the City of Troy and all criteria selection factors considered to be in the best interest of the City of Troy. The intent of the award is to contract with one firm for this project.

The City of Troy reserves the right to award to the firm providing the best value proposal, in whatever manner is deemed to be in the City's best interest; to award the proposal which matches the City's needs; to reject a proposal which contains major deviations from specifications; to accept a proposal which has only minor deviations from specifications; or whatever is deemed to be in the City's best interest.

DOWNPAYMENTS AND PREPAYMENTS:

Any proposal submitted which requires a down payment or prepayment of any kind prior to delivery of material and acceptance, as being in conformance with specifications will not be considered for award.

PURCHASE ORDER:

After the Troy City Council has approved the award, the City of Troy Purchasing Department will send an award letter to the Contractor. Once notified, the Contractor will be required to submit the specified bonds. A purchase order will be issued in approximately one week and released, once acceptable bonds and insurance are received. A purchase order issued in conjunction with the Contract Form (provided in the Forms Section) from the City of Troy will create a bilateral contract between the parties, and the successful bidder(s) shall commit to perform the contract in accordance with the proposal.

CONTRACT FORMS:

The Contractor must complete and sign the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment, the Certification regarding "Iran Linked Business" and the Familial Disclosure Forms, Indemnification (Hold Harmless) Clause and return with your bid proposal.

CONTRACT TERMINATION:

The City of Troy shall reserve the right to terminate the contract upon written notice due to poor performance. The City of Troy designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Troy's best interest and will be final.

TERMINATION FOR CONVENIENCE:

The City may cancel the contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the City chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

Cricket Field – Boulan Park Section 6: Terms and Conditions Page 2 of 6

PERMITS:

All work performed must meet City and State Code. The Contractor shall obtain all applicable and required permits and arrange for inspections. All fees for said City permits will be waived.

MICHIGAN CONSTRUCTION LIEN ACT:

The Contractor agrees that he/she will abide by all requirements of the Michigan Construction Lien Act (P.A. 1980, No. 497) as amended and effective March 1, 1982, and to provide full and complete Sworn Statements on Owner-approved forms.

PUBLIC ACT 57:

Public Act 57 requires contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for modifications of contracts for improvement of real property; to provide for remedies; and to repeal acts and parts of acts. This contract shall comply with all applicable provisions of Public Act 57.

BOND SUBMITTAL:

Subsequently, upon notice of award to the successful bidder, the Contractor shall qualify for, sign, and deliver to the City of Troy an executed Performance Bond, an executed Labor and Materials Payment Bond, and an executed one-year Maintenance Bond secured by a surety company, acceptable to the City of Troy by being licensed to do business in Michigan, and be included on the U. S. Treasury Department Surety List and/or have a rating of A (-) or better by A. M. Best, and/or Standard and Poor, on standard AIA forms, each in the amount of one hundred percent (100%) of the contract sum. Attorneys-in-fact who sign such bonds must attach a certified copy of their Power of Attorney when the bonds are submitted.

The Contractor shall abide by the provisions set forth therein. Any item of work performed by other than the Contractor or approved Subcontractors will be considered as unauthorized and shall not be paid for under the provision of the Contract.

IMPORTANT INFORMATION:

The City shall have the right to require by written order, changes in, additions to, or deductions from the work required by the proposal provided that if changes, additions, or deductions are made, the general character of the work as a whole is not changed thereby. Adjustments in the proposal price, if any, because of any change, addition, or deduction in the work, shall be determined as hereinafter provided, and any claim for extension of time for completion shall be adjusted at the time of ordering the change, addition, or deduction. No claim for change, addition, or deduction, or adjusting of price, or extension of time for completion thereof, shall be made or allowed unless done in pursuance of written order from the City specifically authorizing such change, addition, or deduction. Drawings without a written order shall not be considered such authority. Written notice of such claims shall be made to the designated City representative before the commencement of the work. Where the written order diminishes the quality of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the work that may be dispensed with.

DOCUMENTS AND SUBMITTALS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Contractor shall deliver these items to the Owner in as a record of the Work as constructed.

USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Documents, and shall not unreasonably encumber the site with materials or equipment.

WORKING HOURS

The Contractor should be aware of the City of Troy Ordinance, Title IX, Chapter 88, Public Nuisance, that limit working hours to be between 7:00 am and 8:00 pm, Monday through Saturday. Applying for a variance to this ordinance will be the responsibility of the Contractor if longer working hours are required. Permission must be obtained from the City to work on Sundays and holidays.

Cricket Field – Boulan Park Section 6: Terms and Conditions Page 3 of 6

UTILITY USE

Contractor to anticipate providing all own utilities unless coordinated with the City during Construction. The intent is if electrical is available, no metering is required. Water where/when available can be provided, will need to be metered if provided off meter or Construction meter at cost to contractor.

OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Contractor promptly after execution of any separate contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make a Claim.

When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

Unless otherwise provided in the Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Contractor under the Contract.

MUTUAL RESPONSIBILITY

The Contractor shall afford the Owner and separate contractors' reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Documents.

If part of the Contractor's Work depends upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to report shall constitute an acknowledgment that the Owner's or separate contractors completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors.

The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Contractor has with respect to the construction of the Owner or separate contractors.

CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste

Cricket Field – Boulan Park Section 6: Terms and Conditions Page 4 of 6

materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

PAYMENT APPLICATIONS AND PROJECT COMPLETION

Contract Sum: The Contract Sum is stated in this agreement.

PROGRESS PAYMENTS:

The City of Troy will consider a progress payment schedule for work as completed in accordance with the proposal. The Owner or City Representative will have final approval of the schedule as presented. No payments for work will be made until the designated City representative approves the work as complete in accordance with the proposal. Prior to release of the final payment, consent of surety document (A1A Document G707) will be required and signed by the surety Company. The City of Troy reserves the right to reject the payment schedule if deemed necessary, and determine the final schedule.

PROPOSED PAYMENT SCHEDULE: Monthly

SCHEDULE OF VALUES

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Contractor, prior to the first Application for Payment after execution of the Purchase Order shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

Unless otherwise provided in the Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

The Contractor warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Documents.

RETAINAGE:

A 10% retainage will be withheld from each payment of invoice for the first fifty (50) percent of the contractor's earned fee to a maximum retained amount equal to five (5) percent of the total amount of the contract value.

CHANGE ORDERS:

Any adjustment in Contract Price made by Change Order, requires a fully developed itemized estimate of anticipated Cost of the Work involved, including materials, labor, and general conditions. A Fee for costs for profit are not to exceed 10% of the Work involved on work performed by Contractor and/or Subcontractors.

PROTECTION OF PERSONS AND PROPERTY

Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

SAFETY OF PERSONS AND PROPERTY

The Contractor shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Contractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

INSPECTION OF WORK:

All materials and each part or detail of the work shall be subjected at all times to inspection by the Designated City Representative, Inspector, or Agents of the Designated City Representative. The Contractor will be held strictly to the true intent of the Specifications in regard to quality of materials. Any materials supplied under these specifications is subject to the described inspection. The Designated City Representative shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is necessary to make a complete and detailed inspection.

CORRECTION OF WORK

Before or After Substantial Completion. The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Contractor's expense.

COMPLETION SCHEDULE AND LIQUIDATED DAMAGES:

The work shall commence upon City Council Approval. A final construction schedule shall be developed by the Contractor and shall be closely coordinated with the City of Troy. The designated City representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule. **Final Completion Date: December 1, 2024,**

Failure of the bidder to complete the project as specified shall result in the following penalties: \$750 per day every calendar day after final completion date that the project is not complete.

PREVALING WAGES:

This is not a Prevailing Wage project.

MATERIAL SAFETY DATA SHEET:

All City of Troy purchases require a Material Safety Data Sheet, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please provide copies of any relevant SDS at the time of award.

SIGNATURE PAGE

PRICES: Prices quoted shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm until successful completion and final acceptance of all specified requirements for this project.

SIGNATURE OF AUTHORIZED REPRESENTATIVE:				
NOTE: The undersigned has checked carefully the bid any error or omission in this offer and is in receipt of a	d figures and understands that he/she will be responsible for ll addendum as issued.			
COMPANY				
ADDRESSCITY	STATEZIP			
	FAX ()			
ORGANIZATION'S REPRESENTATIVE NAME	(Print)			
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	(Print)			
PAYMENT TERMS	E-MAIL			
BID CHECK NUMBER	WARRANTY: AS SPECIFED IN BID DOCUMENT			
COMPLETION DATE: AS SPECIFED IN BID DOCUM	IENT AND SCOPE OF WORK			
EXCEPTIONS:				
Any exceptions, substitutions, deviations, etc. from the reasons for the exception, substitution, deviation,	ne City's specifications and this RFP <u>must be stated</u> below. etc. are an integral part of this RFP process.			
(4 Pages) and that the proposal documents containe	, certify that I have read the <i>Instructions to Bidders</i> ed herein were obtained directly from the City's Purchasing bidnetdirect.com//city-of-troy-mi and is an official copy of the			
SIGNATURE OF AUTHORIZED REPRESENTATIVE:				

NOTE:

The City of Troy, at their discretion, may require the organization to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

IMPORTANT:

All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law.

CURRENCY:

Contract prices will be in U. S. Funds.



PUBLIC ACT 57

STATE OF MICHIGAN

89th LEGISLATURE

REGULAR SESSION OF 1998

Introduced by Resp. Middaugh, Alley, Brackenridge, Olshove, Dobronski, Griffin, Gernaat, Walberg, Rhead, Richner, Kukuk, Callahan, Murphy, Thomas, Leland, Profit, Palamara, Wetters, McNutt, Varga, Gagliardi, Gustafson, Kilpatrick, Sikkema, Schermesser, Birkholz, Bodern, Dobb, Raczkowski and Perricone.

ENROLLED HOUSE BILL NO. 5607

AN ACT to require contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for the modifications of contracts for improvement to real property; to provide for remedies; and to repeal acts and parts of acts.

The People of the State of Michigan enact:

Sec. 1 As used in this act:

- (a) "Contractor" means a person who contracts with a governmental entity to improve real property or perform or manage construction services. Contractor does not include a person licensed under Article 20 of the Occupational Code, 1980 PA 299, MCL 339.2001 to 339.2014.
- (b) "Governmental Entity" means the state, a county, city, township, village, public educational institution, or any political subdivision thereof.
- (c) "Improve" means to build, alter, repair, or demolish an improvement upon, connected with, or beneath the surface of any real property, to excavate, clear, grade, fill, or landscape any real property, to construct driveways and roadways, or to perform labor upon improvements.
- (d) "Improvement" includes, but is not limited to, all or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, landscaping, trees, shrubbery, driveways, and roadways on real property.
- (e) "Person" means an individual, corporations, partnership, association, governmental entity, or any other legal entity.
- (f) "Real Property" means the real estate that is improved, including, but not limited to, lands, leaseholds, tenements, hereditaments, and improvements placed on the real property.

- Sec. 2 A. contract between a contractor and a governmental entity for an improvement that exceeds \$75,000.00 shall contain all the following provisions:
- (a) That if a contractor discovers 1 or both of the following physical conditions of the surface or subsurface at the improvement site, before disturbing the physical condition, the contractor shall promptly notify the governmental entity of the physical condition in writing.
 - (i) A subsurface or latent physical condition at the site is differing materially from those indicated in the improvement contract.
 - (ii) An unknown physical condition at the site is of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the improvement contract.
- (b) That if the governmental entity receives a notice under subdivision (a), the governmental entity shall promptly investigate the physical condition.
- (c) That if the governmental entity determines that the physical conditions do materially differ and will cause an increase or decrease in costs or additional time needed to perform the contract, the governmental entity's determination shall be made in writing and an equitable adjustment shall be made and the contract modified in writing accordingly.
- (d) That the contractor cannot make a claim for additional costs or time because of a physical condition unless the contractor has complied with the notice requirements of subdivision (a). The governmental entity may extend the time required for notice under subdivision (a).
- (e) That the contractor cannot make a claim for an adjustment under the contract after the contractor has received the final payment under the contract.
- Sec. 3 (1) If the contractor does not agree with the governmental entity's determination, with the governmental entity's consent the contractor may complete performance on the contract.
 - (2) At the option of the governmental entity, the contractor and the governmental entity shall arbitrate the contractor's entitlement to recover the actual increase in contract time and costs incurred because of the physical condition of the improvement site. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association and judgment rendered may be entered in any court having jurisdiction.
- Sec. 4 If an improvement contract does not contain the provisions required under Section 2, the provisions shall be incorporated into and considered part of the improvement contract.
- Sec. 5 This Act does not limit the rights or remedies otherwise available to a contractor or the governmental entity under any other law or statue.
- Sec. 6 This Act is repealed effective December 31, 2001.

Enacting Section 1 This Act takes effect 180 days after the date this Act is enacted.

This Act is ordered to take immediate effect.

(Signed by John Engler, Governor of Michigan, at 3:00 p.m. on April 8, 1998)



Cricket Field – Boulan Park Section 7: Insurance and Indemnification Requirements Page 1 of 3

SECTION 7: INSURANCE AND INDEMNIFICATION REQUIREMENTS

() We can meet the specified insurance requirements.

Insurance requirements shall be in accordance with the attached SAMPLE INSURANCE CERTIFICATE and ENDORSEMENT. The required Insurance Certificate and Endorsement must be submitted to the city within 5 days of the verbal/ electronic request after the bid award. The Insurance Certificate and Endorsement may be faxed to the Purchasing Department at (248) 619-7608, and is the only bid document accepted in this format.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to business in the State of Michigan and acceptable to the City of Troy. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and self-insured retentions (SIR's) are the responsibility of the Contractor.

() We cannot meet the specified insurance requirements.
() We do not carry the specified limits but can obtain the additional insurance coverage of \$, at the cost of \$ NOTE: Please note the amendments on a sample insurance certificate and attach it to your SOQ.
() Our proposal is reduced by \$ if we lower the requirement to \$ NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.
IMPORTANT : A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements <u>SHALL</u> be attached to the RFP document at the time of submission of the RFP to the MITN Purchasing Group website.
NOTE : Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.
OTHER: Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the City of Troy.
INSURANCE VERIFICATION: A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.
<u>WORKERS' COMPENSATION INSURANCE,</u> including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
COMMERCIAL GENERAL LIABILITY INSURANCE on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
COMPANY NAME:

Cricket Field – Boulan Park Section 7: Insurance and Indemnification Requirements Page 2 of 3

<u>AUTOMOBILE LIABILITY</u>, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

ADDITIONAL INSURED:

Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be *Additional Insureds:* The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.

<u>OWNERS AND CONTRACTORS PROTECTIVE (OCP) LIABILITY</u>, Separate policy or per project aggregate under General Liability, \$3,000,000 per occurrence \$3,000,000 Aggregate, City of Troy named as insured.

EXCESS LIABILITY COVERAGE, \$2,000,000 Each Occurrence, \$2,000,000 in Aggregate Used (Intent: City wants to be sure there is \$3 million in coverage)

<u>CONTRACTORS EQUIPMENT COVERAGE:</u> Contractor is responsible for insuring all tools and equipment to be used on project and/or located on site.

CANCELLATION NOTICE:

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

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

PROOF OF INSURANCE COVERAGE:

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested.

If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

LETTER VERIFICATION:

The recommended bidder will be notified to submit a letter from the *insurance agent or carrier* that the insurance to be supplied will meet specifications. As an alternative, the recommended bidder may submit the certificate of insurance meeting specifications at this time at his/her option. *The City must receive this letter or certificate* within 5 business days after verbal / electronic notification has been delivered to the recommended bidder or the bidder will be considered non-responsive and the bid un-awardable. This process will occur before presentation of the award recommendation to the Troy City Council.

FINAL INSURANCE CERTIFICATE SUBMISSION:

After approval by Troy City Council, the City's Purchasing Manager will review the insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) additional business days after verbal / electronic notification to submit final insurance certificate(s) in accordance with specifications. The City of Troy reserves the right to WITHHOLD AND KEEP any bid surety for failure to comply. The company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

COMPANY NAME:	



CITY OF TROY INDEMNIFICATION (Hold Harmless) CLAUSE

To the fullest extent permitted by law,
agrees to defend, pay on (Name of Contractor / Organization)
behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employed and volunteers and others working on behalf of the City of Troy against any and all claims, demands suits, or loss, including all costs connected therewith, and for any damages which may be asserted claimed or recovered against or from the City of Troy, its elected and appointed officials, employees volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodi injury or death and/or property damage, including loss of use thereof, which arises out of or is in any was connected or associated with this contract/agreement.
Contract / Agreement
Contractor/Organization representative signature/date
Witness
City of Troy representative signature/date
Witness



Cricket Field – Boulan Park Section 8: Attachments Page 1 of 1

SECTION 8 - ATTACHMENTS

CONTRACT FORMS:

Bidders should use the following form for additional information or questions concerning this project.

Forms during Bidding

• RFI (Request for Interpretation) Form

Bidders should complete and sign the following forms and return with your bidding package.

Forms for Bid Proposal

- · Legal Status of Bidder
- Non-Collusion Affidavit
- Certification Regarding Debarment, Suspension, And Other Responsibility Matters
- "Iran Linked Business"
- Proposer's Sworn and Notarized Familial Disclosure

Bidders should complete and sign the following form and return if providing no bid:

• Statement of No Bid (If applicable)

The following forms are provided for execution during project:

Forms for Contract Execution

- City of Troy Contract Form
- Performance Bond
- Labor and Materials Bond
- Maintenance and Guarantee Bond

Forms for Payment and Closeout

- Contractor's Affidavit
- Contractor's Declaration
- Final Waiver of Lien
- Consent of Surety to Final Payment



REQUEST FOR INTERPRETATION (RFI)

Project Name:				
OHM Project Number:				
Date:				
RFI Number (Filled ou	t by OHM)::			
То:		From:		
Re:		Contract For:		
Specification Section:	Paragraph:	Drawing Reference:	Detail:	
Request:				
Signed by:		Date:		
Response:				
☐ Attachments				
Response From:		To:		
Date Received:		Date Returned:		
Signed by:		Date:		
Copies: Owner	Consultants			File



Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

for whom whose signature is affixed to this proposal, is dul			
A partnership , all members of which, with addre			
An individual , whose signature is affixed to th	IE PROPO	OSAL:	



CITY OF TROY OAKLAND COUNTY, MICHIGAN NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:		
(Print Full Name)	, being duly sworn deposed, sa	ays that he/she
is The page (State Official Capacity in Firm)	arty making the foregoing prop	osal or bid,
that such bid is genuine and not collusion or sha agree, directly or indirectly, with any bidder or per in any manner directly or indirectly sought by agreers on to fix the bid price or affiant or any other be price, or that of any other bidder, or to secure the the proposed contract; and that all statements con	rson, to put in a sham bid or to eement or collusion, or commu pidder, or to fix any overhead, p advantage against the City of	refrain from bidding and has not nication or conference, with any profit, or cost element of said bid Troy or any person interested in
SIGNATURE OF PERSON SUBMITTING BID	•	
NOTARY'S SIGNATURE		
Subscribed and sworn to before me this County.	day of	, 20 in and for
My commission expires:		



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
- 2. Have not, within the three-year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
 - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2-Contracts.

Name of Agency/Company/Firm (Please Print)	
Name and title of authorized representative (Please Print)	
Signature of authorized representative	Date

[] I am unable to certify to the above statements. Attached is my explanation.

G:\Purchasing Forms - Instructions\Certification regarding debarment (2).doc

[] I am able to certify to the above statements.



VENDOR CERTIFICATION THAT IT IS NOT AN "IRAN LINKED BUSINESS"

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor	
Legal Name	
Street Address	
City	
State, Zip	
Corporate I.D. Number/State	
Taxpayer I.D. #	
requirements and possible penalties under to make this certification on behalf of the V an "IRAN LINKED BUSINESS" as require be submit a bid and be considered for a possible	e of all of Vendors business activities, 2.)full knowledge of the the law MCL 129.311 et seq. and 3.) the full and complete authority rendor, by his/her signature below, certifies that: the Vendor is NOT by MCL 129.311 et seq., and as such that Vendor is legally eligible to ble contract to supply goods and/or services to the City of Troy.
	nt:
Witness Signature:	
Printed Name of Witness:	
G:\ BidLanguage_IranLinkedBusiness	



<u>Proposer's Sworn and Notarized Familial Disclosure</u> (to be provided by the Proposer)

The undersigned, the owner or authorize	zed officer of _		(the
"Proposer"), pursuant to the familial dis			
Proposal, hereby represent and warran	t, except as pr	ovide	ed below, that no familial
relationships exist between the owner(s	s) or any emplo	oyees	s of
	, an	nď any	member of the City of Troy City
relationships exist between the owner(s Council or City of Troy management.		•	,
List any Familial Relationships:			
		DID	DED.
		טוס	DER:
			
		_	
		Ву:	
		14	
		IIS:	· ·
STATE OF MICHIGAN			
OTATE OF WIGHTOAN			
)ss.		
	,		
COUNTY OF)		
	·		
This instrument was acknowledged bef	ore me on the		_day of, 2024, by



STATEMENT OF NO BID

RFQ NUMBER: RFP-COT 24-13

TITLE: Cricket Field – Boulan Park

Please Send or Fax To:

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

FAX NUMBER: (248) 619-7608

We, the undersigned, have declined to respond on the subject SOQ for the following reasons:

Check All	REASON			
That Apply				
	Our company does not handle the type of product / service			
	We cannot meet the specifications nor provide an approved alternate – please explain below			
	Our company is not interested in responding at this time			
	Job is too small			
	Job is too large			
	Cannot be competitive			
	Liability Issues such as insurance, bonding, indemnification, hold harmless			
	Insufficient time to respond – please explain below			
	Our company's schedule would not permit performance of the specifications			
	Other – describe below			

REMARKS:	
COMPANY INFORMATION: COMPANY NAME: SIGNATURE OF AUTHORIZED REPRESENTATIVE: TITLE: ORGANIZATION NAME: ADDRESS:	
FAX NUMBER:TELEPHONE NUMBER	:

IMPORTANT NOTE:

To qualify as a respondent to the RFP, the ORGANIZATION must submit a RFP or return this completed form.

VENDOR REGISTRATION: The City of Troy uses the MITN website for vendor registration, bid and tabulation posting, award information and other processes. Final SOQ results will be posted on the Bidnet Direct (MITN) website after award. Please register to see results - www.bidnetdirect.com/city-of-troy-mi.



City of Troy Oakland County, Michigan Contractor's Affidavit

To Whom IT May Col	NCERN:				
The undersigned, be	ing duly sworn, depos	es and says the fo	llowing:		
That he/she or she is	(Title)	of the(Coi	nstruction Compa	<u>ny)</u>	
	e Cricket Field – B o Dakland County, Michi		work is located v	vithin the City of T	roy and is owned
That the total amoun payment of \$	t of the Contract, inclu prior to th	ding extras, is \$ _ is payment;		, on which he/	she has received
That all waivers are to or equitable, to defeat	rue, correct, and genui	ine, and delivered aivers:	unconditionally an	d that there is no	claim, either legal
parties having controconstruction thereof,	re names of all parties racts or subcontracts and the amount due o ed to complete said wo	for specific portion to become due to	ons of said work each, and that th	or for material e items mentione	entering into the
NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR 8	MATERIALS TO				
	her contracts for said of the contracts for said of the contracts for other work of the contracts for said of the contract				
SIGNATURE		PRII	NT NAME & TITL	E	_
DATE					
NOTARY'S SIGNAT	URE				
Subscribed and swo	rn to before me this	day of	, 20		



City of Troy Oakland County, Michigan Contractor's Declaration

I hereby declare that I have no	t, during the period _	to		
I hereby declare that I have no A.D. 20 Performed any wareason, including soil condition demand, sue for, or claim come Change Orders for work issue claim for additional compensation hereto.	ns encountered or compensation fromed by the City in wr	reated or otherwise of executed betwi iting as provided ther	lone anything for whic een myself and the Ci e under, except as I I	ch I shall ask, ity, and in the hereby make
There an itemized an itemized	statement attached	l.		
Date:			_	
Contractor:				
Ву:				
Title:				



City of Troy OAKLAND COUNTY, MICHIGAN FINAL WAIVER OF LIEN

FILE NUMBER:	LOAN NUMBER:	
TO WHOM IT MAY CONCERN:		
Whereas, the undersigned has been em	nployed by:(Construction Company)	
To furnish	for the premises known as igan.	which are owned by the
and valuable considerations, the receip and all lien or claim or right of lien under above described premises and improve become due from the owner, on accour	nsideration of, the sum of \$	 hereby waive and release any ating to mechanic's liens on the other considerations due or to apparatus heretofore furnished
Given under	hand and seal this day of,_	20
Seal		

Note: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used. Partner should sign and designate himself/herself as partner.

Consent of Surety To Final Payment

AIA DOCUMENT G707

OWNER	
ARCHITECT	
CONTRACTOR	
SURETY	
OTHER	

TO OWNER:	City of Troy	ARCHITECT'S PROJECT NO:
(Name & Address)	500 West Big Beave Troy, MI 48084	CONTRACT FOR:
PROJECT:		
(Name & Address)		
		CONTRACT DATED:
BOND NO:		
In accordance w	vith the provisions of t	he Contract between the Owner and the Contactor as included above
SURETY, on bo	nd of	(Insert Name and Address of Surety)
		(Insert Name and Address of Contractor)
hereby approves	s of the final payment	to the Contractor, and agrees that final payment to the Contractor sh
not relieve the S	surety of any of its obl	igations to: (Insert Name and address of Owner)
as set forth in th	e said Surety's bond.	, OWNER,
IN WITNESS W	HEREOF, the Surety	has hereunto set its hand on this date: (Insert in writing the month by the numeric di
		(insert in writing the month by the numeric o
Attest: (Seal)		(Surety)
		(Signature of authorized representative)
		(Printed Names & Title)

Printed in cooperation with the American Institute of Architects (AIA) by the CAN Insurance Companies.

The language in this document conforms exactly to the language used in AIA Document G707 – Consent of Surety Company to Fina Payment – 1994 Edition.

DRAFT



City of Troy Oakland County, Michigan Contract Form

betwee		
	(Name)	(City and State)
herein	after called the Contractor and the City of Troy, Troy, N	Aichigan hereinafter called the Owner,
WITNE	SSETH, that the Contractor and the Owner for the cor	siderations hereinafter named, agree as follows:
 1. 2. 3. 4. 	That all Contract Documents, as defined in the Bid attached or herein referred to shall be and are hereby. The Contractor shall, under penalty of bonds submitted and perform all of the work as set forth in his/her Proother documents which have been made a part of this forth. In consideration whereof, the Owner agrees to pay to Proposal, being the product of the unit prices therei constructed, all in the time and manner as set forth in IN WITNESS whereof said parties have hereunto se written.	made a part of the agreement and contract. d, furnish all labor, materials, and equipment necessary eposal in strict accordance with the specifications and e contract in the manner, time, and place as therein se of the Contractor the amounts provided in the attached n set forth, multiplied by the number of units actually the Contract Documents.
SIGNED	BY:	
	Signature of Authorized Representative (Contractor)	Contractor (Company Name)
WITNES	Printed Name of Authorized Representative (Contractor)	Title of Authorized Representative
	Signature of Witness for Contractor	Printed Name of Witness
APPRO	OVED BY (THE OWNER, CITY of TROY):	
	Purchasing Manager – Emily Frontera	
	City Manager – Robert J. Bruner	
	Mayor – Ethan Baker	RESOLUTION NUMBER:
4855	•	
APPŘ(OVED AS TO FORM AND LEGALITY:	
BY:	ty Attorney – Lori G. Bluhm	ATTEST: City Clerk – M Aileen Dickson
CI	y Automoy – Lon O. Didnin	Oity Oleik - W Alleen Dickson

ARTICLES OF AGREEMENT, made and entered into this _____ day of _____ 20___by and

Performance Bond



KNOW ALL MEN BY THESE PRESENT, that w	ve the undersigned
	(Contractor Name)
(Addr)	as Principal and
(Address)	
Surety Name	e & Address)
	d firmly bound unto the <u>City of Troy</u> in the full and just sum
of	Dollars (\$) for the payment of which
well and truly to be made, we do hereby jo administrators, successors and assigns.	intly and severally bind ourselves, our heirs, executors
day of	
WHEREIN, said Principal has covenanted and Job Title: Cricket Field – Boulan Park	agreed as follows to wit: To complete the performance for
	nce with and subject to the provisions of Act No. 213 of the s may be amended by other Public Acts of Michigan.
faithfully do and perform the things agreed to by	e obligation is such that if the said principal shall well and such Principal to be done and performed under the annexed is obligation shall be void, otherwise the same shall remain
	erstood that in cases where changes are required, either by all agreement, such changes shall not modify, discharge of
Signed and Sealed this day of	20
Signed, Sealed and Delivered in the Presence of:	
	By:
(Principal)	
	By:
(Surety)	· ————————————————————————————————————

Labor and Materials Bond



KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned
hereinafter called the Principal, and
hereinafter called the Surety, are held and firmly bound
unto the people of the City of Troy in the sum ofdollars (\$), in lawful money of the United States, to the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. Sealed with seals, and dated this day of A.D. 20
WHEREAS, the above named Principal has entered into a contract with the <u>City of Troy</u> dated the day of A.D. 20 .
day of A.D. 20 WHEREIN, said Principal has covenanted and agreed as follows to wit: To furnish all labor and material for: Job Title: Cricket Field – Boulan Park
AND WHEREAS, this bond is given in compliance with and subject to the provisions of Act No. 213 of the Public Acts of Michigan, for the year 1963 and as may be amended by other Public Acts of Michigan.
NOW THEREFORE, the condition of the obligation is such that if payment shall be made by the Principal to any subcontractor or by him or any subcontractor as the same may become due and payable of all indebtedness which may arise from him to a subcontractor or party performing labor or furnishing materials or supplies or any subcontractor to any person, firm, or corporation on account of any labor performed or materials or supplies furnished in the performance of said contract then this obligation shall be void, otherwise, the same shall be in full force and effect.
AND PROVIDED, that any alterations which may be made in the terms of said contract, or in the work to be done under it, or the giving by the owner to the Contractor any extension of time for the performance of said contract or any other forbearance on the part of either party to the other shall not in any way release the Principal and the Surety or either of them, their heirs, executors, administrators, successors, or assigns from extension of time or forbearance is hereby waived.
Signed, Sealed and Delivered in the presence of:
By
(Principal)
By
(Surety)

Maintenance and Guarantee Bond



KNOW ALL MEN BY THESE PRESENTS, that
(Contractor Name & Address)
as Principal, and
(Surety Name & Address)
as Surety, are held and firmly bound unto The City of Troy in the
sum of Dollars (\$) good and lawful money of the United States of America, to be paid for to said, its legal representatives and assigns, for which payment well and truly to be made, we find ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents. Sealed with our seals and dated this
WHEREAS, the above named principal has entered into a certain written contract with The City of Troy dated thisday ofA.D., 20 WHEREIN the said principal covenanted and agreed as follows, to wit:
Cricket Field – Boulan Park
NOW, THEREFORE, the condition of this obligation is such, that by and under said contract, the above named principal has agreed with the City of Troy that for a period of one (1) year from the date of final acceptance, to keep in good order and repair any defect in all the work done under said contract either by the principal or his sub-contractors, or his material suppliers, that may develop during said period due to improper materials, defective equipment, workmanship or arrangements, and any other work affected in making good such imperfections, shall also be made good all without expense to the Owner, excepting only such part or parts of said work as may have been disturbed without the consent or approval of the principal after the final acceptance of the work, and that whenever directed so to do by the City of Troy by notice served in writing, either personally or by mail, on the principal at
(Address)
or its legal representatives or successors, or on the surety at
(Address) will preceded at once to make such repairs as directed by said City of Tray ; and in case of failure so to de

will proceed at once to make such repairs as directed by said **City of Troy**: and in case of failure so to do within one week from the date of service of such notice, or within reasonable time not less than one week, as shall be fixed in said notice, then the said **City of Troy** shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs, and charge the expense thereof to, and receive same from said principal or surety. If any repair is necessary to be made at once to protect life and property, then and in that case, the said **City of Troy** may take immediate steps to repair or barricade such defects without notice to the contractor. In such accounting the said **City of Troy** shall not be held to obtain the lowest figures for the doing of the work, or any part there, but all sums actually paid therefore shall be charged to the principal or surety. In this connection the judgment of the **City of Troy** is final and conclusive. If the said principal for a period of **one (1) year** from the date of final acceptance shall keep said work so constructed under said contract in good order and repair, excepting only such part or parts of said work

which may have been disturbed without the consent of approval of said principal after the final acceptance of the same, and shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse said **City of Troy** for any expenses incurred by making such repairs should the Principal or surety fail to do as hereinbefore specified, and shall fully indemnify, defend and save harmless the said **City of Troy** from all suits and actions

for damages of every name and description brought or claimed against it for or an account of injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through the negligence of said principal, servants, agents, or employees, in the prosecution of the work included in said contract, and from any and all claims arising under the Workman's Compensation Act, so called, of the State of Michigan, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the par authorized officers this		rument to be executed by their respectiveA.D., 20
Signed, Sealed and Delivered in t	the presence of:	
		(L.S.)
		(L.S.)
		(L.S.)

Sample Certificate for High Hazard Projects

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 00/00/20XX

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONL' CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	EXTEND OR ALTER THE COVERAGE AFFORDED BY THE	E POLICIES
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the If SUBROGATION IS WAIVED, subject to the terms and conditions of the this certificate does not confer rights to the certificate holder in lieu of significants.	ne policy, certain policies may require an endorsement. A st	
PRODUCER	CONTACT NAME:	
ABC Insurance Agency	PHONE (A/C, No, Ext): 555-555-1234 (A/C, No, Ext): 555-5	55-5678
123 Main Street	E-MAIL ADDRESS:	
Anywhere, USA	INSURER(S) AFFORDING COVERAGE	NAIC#
•	INSURER A: ABC Insurance Company	00000
NSURED	INSURER B: DEF Insurance Company	00000
XYZ Construction Company	INSURER C:	
456 Main Street	INSURER D:	
	INSURER E:	

MI

A	nywhere	MI		INSURER F:			
_cc	VERAGES CER	TIFICAT	E NUMBER:			REVISION NUMBER:	
"	HIS IS TO CERTIFY THAT THE POLICIES NDICATED. NOTWITHSTANDING ANY RICERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIREM PERTAIN	ENT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER S S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPECT TO D HEREIN IS SUBJECT TO ALL	WHICH THIS
INSE	TYPE OF INSURANCE	ADDL SUB	R POLICY NUMBER	POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMITS	
Ä	X COMMERCIAL GENERAL LIABILITY	Y	00-00-00-00	00/00/00	00/00/00	EACH OCCURRENCE \$	1,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED S	50,000
	XCU Included					MED EXP (Any one person) \$	5,000
						PERSONAL & ADVINJURY \$	1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$	1,000,000
	POLICY PRO- JECT LOC					PRODUCTS - COMPIOP AGG S	1,000,000
	OTHER:					\$	
Α	AUTOMOBILE LIABILITY	Υ	00-00-00-00	00/00/00	00/00/00	COMBINED SINGLE LIMIT (Ea accident) \$	1,000,000
	X ANY AUTO					BODILY INJURY (Per person) \$	
	OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident) \$	
İ	HIRED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	
						S	
В	X UMBRELLA LIAB X OCCUR	Y	00-00-00-00	00/00/00	00/00/00	EACH OCCURRENCE \$	2,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE \$	2,000,000
	DED RETENTION \$					s	
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		00-00-00-00	00/00/00	00/00/00	X PER OTH-	
	AND EMPLOYERS LIABLITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT \$	100,000
	(Mandatory in NH)	"""				E.L. DISEASE - EA EMPLOYEE \$	100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$	500,000
					:		
	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC			le, may be attached if mor	e space is requir	red)	
Additional Insured - See Endorsement							
l Ca	ancellation Notice - See En	dorser	ment				
Primary & Non-Contributory - See Endorsement							
Ι΄.	milety at their detrimination,						
Pr	oject name:						
CERTIFICATE HOLDER CANCELLATION							
Entity Name							
	Attn: Contact Name	a				ESCRIBED POLICIES BE CANCE EREOF, NOTICE WILL BE D	
	Entity Address	•		ACCORDANCE W			
	•						
1	City State Zin						

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ACORD 25 (2016/03)

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AGENT SIGNATURE

POLICY NUMBER: 00-00-00-00

COMMERCIAL GENERAL LIABILITY CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AS REQUIRED BY CONTRACT	
Information required to complete this Schedule, if not	shown above, will be shown in the Declarations

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

CG 20 37 04 13

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- **B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III Limits Of Insurance:**
 - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - 1. Required by the contract or agreement; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

PI-GL-005 (07/12)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 00/00/00

Name of Person or Organization (Additional Insured):

The Member, all elected and appointed officials, all employese and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers

SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III-LIMITS OF INSURANCE**.

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

Page 1 of 1 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Sample Cancellation Endorsement

INTERLINE ILD 90 07 03 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
TRADEMAN'S ADVANTAGE CONTRACTORS' POLICY

SCHEDULE

Name of Person or Organization and Mailing Address	Number of Days Notice
Member Name	30

The following is added:

If we cancel this policy, we will endeavor to mail written notice of cancellation:

- 1. At least 10 days before the effective date of cancellation for nonpayment of premium; or
- 2. The number of days shown in the Schedule before the effective date of cancellation for any other reason;

to the person or organization shown in the Schedule above, but failure to do so shall impose no obligation or liability of any kind upon us.

We will mail the notice of cancellation to the mailing address shown in the Schedule above by regular mail.



Mayor Pro Tem Hodorek performed the Invocation. The Pledge of Allegiance to the Flag was given.

A. CALL TO ORDER:

A Regular Meeting of the Troy City Council was held on Monday, July 8, 2024, at City Hall, 500 W. Big Beaver Rd. Mayor Pro Tem Hodorek called the meeting to order at 7:31 PM.

B. ROLL CALL:

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

Excuse Absent Council Members:

Resolution #2024-07-087 Moved by Hodorek Seconded by Hamilton

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of Mayor Baker at the Regular City Council Meeting of July 8, 2024, due to being out of the County.

Yes: Brooks, Chamberlain-Creanga, Chanda, Gunn, Hamilton, Hodorek

No: None Absent: Baker

MOTION CARRIED

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

- C-1 No Certificates of Recognition and Special Presentations
- D. CARRYOVER ITEMS:
- **D-1** No Carryover Items
- E. PUBLIC HEARINGS:
- E-1 No Public Hearings
- F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

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

H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:

- I-1 Board and Committee Appointments: a) Mayoral Appointments None; b) City Council Appointments None
- a) <u>Mayoral Appointments</u>: None
- b) <u>City Council Appointments</u>: None
- I-2 Board and Committee Nominations: a) Mayoral Nominations None; b) City Council Nominations None
- a) <u>Mayoral Nominations</u>: None
- b) City Council Nominations: None
- I-3 No Closed Session Requested
- I-4 Contract Ratification Troy Command Officers Association (TCOA) (Introduced by: Jeanette Menig, Human Resources Director)

Resolution #2024-07-088 Moved by Brooks Seconded by Chanda

RESOLVED, That Troy City Council hereby **RATIFIES** the collective bargaining agreement between the City of Troy and the Troy Command Officers Association (TCOA) for the period July 1, 2024 through June 30, 2027, and the Mayor and City Clerk are **AUTHORIZED** to execute the final agreement; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: Chamberlain-Creanga, Chanda, Gunn, Hamilton, Hodorek, Brooks

No: None Absent: Baker

MOTION CARRIED

I-5 Contract Ratification – Troy Fire Staff Officers Association (TFSOA) (Introduced by: Jeanette Menig, Human Resources Director)

Resolution #2024-07-089 Moved by Chanda Seconded by Chamberlain-Creanga

RESOLVED, That Troy City Council hereby **RATIFIES** the collective bargaining agreement between the City of Troy and the Troy Fire Staff Officers Association (TFSOA) for the period July 1, 2024 through June 30, 2029, and the Mayor and City Clerk are **AUTHORIZED** to execute the final agreement; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: Chanda, Gunn, Hamilton, Hodorek, Brooks, Chamberlain-Creanga

No: None Absent: Baker

MOTION CARRIED

J. CONSENT AGENDA:

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

Resolution #2024-07-090-J-1a Moved by Hamilton Seconded by Chamberlain-Creanga

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

Yes: Gunn, Hamilton, Hodorek, Brooks, Chamberlain-Creanga, Chanda

No: None Absent: Baker

MOTION CARRIED

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

J-2 Approval of City Council Minutes

Resolution #2024-07-090-J-2

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

- a) City Council Special Meeting Minutes-Draft June 24, 2024
- b) City Council Minutes-Draft June 24, 2024

- J-3 Proposed City of Troy Proclamations: None Submitted
- J-4 Standard Purchasing Resolutions: None Submitted
- J-5 Traffic Committee Recommendations and Minutes June 19, 2024

Resolution #2024-07-090-J-5

4. Request for Traffic Control - Northfield Parkway - Troy High School

RESOLVED, That a School Zone **BE ESTABLISHED** on Northfield Parkway at Troy High School, between Long Lake Road and Wintergreen Drive for the purpose of reducing the speed limit in accordance with the Michigan Vehicle Code.

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) Personnel Board-Final June 7, 2023
- b) Civil Service Commission (Act 78)-Final May 20, 2024 Noted and Filed
- **O-2** Department Reports: None Submitted
- a) Second Quarter 2024 Litigation Report

Noted and Filed

O-3 Letters of Appreciation:

- a) To Recreation from Laura Hutt Regarding Jeanne Stine Park
 Noted and Filed
- O-4 Proposed Proclamations/Resolutions from Other Organizations: None Submitted

P. COUNCIL COMMENTS:

P-1 Council Comments

Council Member Gunn commented that he has heard many complaints regarding fireworks being discharged in backyards, which is dangerous and can cause a house fire. City Attorney Bluhm commented that state law prohibits local municipalities from enacting regulations that are stricter than state law. She said currently Troy has the most restrictive regulations allowed by state law.

Council Member Gunn commented that he would like to see some presentations and information shared for seniors to educate on how to prevent becoming a victim of financial scams. Council Member Chamberlain-Creanga commented that she would like to know what programs are available to help seniors, and what could the City do to provide more education regarding prevention of financial scams.

Council Member Chamberlain-Creanga wished everyone a happy Independence Day.

Council Member Chamberlain-Creanga commented that Rite Aid stores are closing, and prescriptions are being transferred to other drug stores such as Walgreen's.

Council Member Chanda wished everyone a happy Independence Day.

Council Member Chanda commented that there are presentations from the Michigan Attorney General's office regarding prevention of financial scams, and he has seen other presentations such as at the Troy Public Library. He would like to see more educational events for seniors regarding prevention.

Council Member Brooks reminded everyone of the Troy Farmers Market held on Wednesday's from 3 p.m. – 7 p.m. in the Jeanne Stine Park.

Council Member Brooks announced the Troy Garden Club's Annual Troy Garden Walk on Wednesday, July 10th, from 9 a.m. – 6 p.m. Tickets are available at the Troy Historic Village.

Mayor Pro Tem Hodorek commented on the senior scams and scams in general. City Manager Bruner commented that scams aren't limited to seniors, and he will meet with departments to come up with a plan to spread the word on this issue.

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

R. CLOSED SESSION

R-1 No Closed Session

S. ADJOURNMENT:

The Meeting **ADJOURNED** at 7:53 PM.

Mayor Pro Tem Hodorek

M. Aileen Dickson, MMC, MiPMC3 City Clerk

2024 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

2024 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

July 22, 2024	Regular Meeting
August 12, 2024	
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

Mayor Pro Tem Hodorek performed the Invocation. The Pledge of Allegiance to the Flag was given.

A. CALL TO ORDER:

A Regular Meeting of the Troy City Council was held on Monday, July 22, 2024, at City Hall, 500 W. Big Beaver Rd. Mayor Pro Tem Hodorek called the meeting to order at 7:31 PM.

B. ROLL CALL:

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

Excuse Absent Council Members:

Resolution #2024-07-091 Moved by Hodorek Seconded by Brooks

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of Mayor Ethan Baker at the Regular City Council Meeting of July 22, 2024, due to being out of the county.

Yes: Brooks, Chamberlain-Creanga, Chanda, Gunn, Hamilton, Hodorek

No: None Absent: Baker

MOTION CARRIED

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 Troy Family Aquatic Center Report Presentation (Presented by: Brian Goul, Recreation Director)

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

E-1 No Public Hearings

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

April Church	Commented in support of Item I-5
Angela Zhou	Commented in support of Item I-5

- 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) <u>Mayoral Appointments</u>: None
- b) <u>City Council Appointments</u>: None
- I-2 Board and Committee Nominations: a) Mayoral Nominations None; b) City Council Nominations None
- a) <u>Mayoral Nominations</u>: None
- b) City Council Nominations: None
- I-3 No Closed Session Requested
- I-4 Bid Waiver Dispatch Recorder System Replacement Troy Police Department (Introduced by: Sam Kalef, Communications Manager)

Resolution #2024-07-092 Moved by Chamberlain-Creanga Seconded by Gunn

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract for the NICE Voice Logging and Multimedia Recording solutions to *WSI Technologies of Indianapolis, IN,* for an estimated paid in full total amount of \$80,887.00, which includes hardware, software, licensing, installation, training, and five years of

warranty, service, support and maintenance as per the quote dated June 17, 2024, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: Chamberlain-Creanga, Chanda, Gunn, Hamilton, Hodorek, Brooks

No: None Absent: Baker

MOTION CARRIED

I-5 Bid Waiver – Troy Public Library Consulting Services (Introduced by: Emily Dumas, Library Director)

Resolution #2024-07-093 Moved by Chanda Seconded by Hamilton

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *ReThinking Libraries*, *of Ft. Collins*, *CO*, for Troy Public Library Consulting Services for a not to exceed amount of \$15,000, as detailed in the contract dated July 8, 2024. The Library has funds available for this project in the Library's FY2025 operating budget, 271.790.816.010 – Consultant Services.

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.

BE IT FINALLY RESOLVED, That Troy City Council **AUTHORIZES** the Library Director to execute the contract agreement with ReThinking Libraries, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: Chanda, Gunn, Hamilton, Hodorek, Brooks, Chamberlain-Creanga

No: None Absent: Baker

MOTION CARRIED

J. CONSENT AGENDA:

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

Resolution #2024-07-094-J-1a Moved by Hamilton Seconded by Brooks

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

Yes: Gunn, Hamilton, Hodorek, Brooks, Chamberlain-Creanga, Chanda

No: None Absent: Baker

MOTION CARRIED

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

J-2 Approval of City Council Minutes

The Item was removed by City Administration.

J-3 Proposed City of Troy Proclamations: None Submitted

J-4 Standard Purchasing Resolutions:

a) Standard Purchasing Resolution 4: Sourcewell Cooperative Contract – Kubota RTV and Accessories

Resolution #2024-07-094-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a contract to *Rosy Brothers, Inc.* of *Dryden, MI*, for the purchase of one (1) Kubota RTV-X1100CWL with related accessories for an estimated cost of \$54,473.26 at prices detailed in the attached quote as per the Sourcewell Cooperative Contract #122220, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

b) Standard Purchasing Resolution 4: Sourcewell Cooperative Contract – Vermeer CTX1650 Mini Skid Loaders with Attachments

Resolution #2024-07-094-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** a contract to *Vermeer Midwest* of *Fowlerville, MI,* for the purchase of two (2) Vermeer CTX160 Mini Skid Loaders with attachments for an estimated cost of \$173,103.16 as per the Sourcewell Cooperative Contract 031721-VRM and as detailed in quotes Q-27631-20240708-1450 and Q-27436, copies of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations

c) Standard Purchasing Resolution 4: OMNIA Partners Cooperative Contract – Toro Workman Utility Vehicles and Zero Turn Mower Replacements

Resolution #2024-07-094-J-4c

RESOLVED, That Troy City Council hereby **AWARDS** a contract to *Spartan Distributors* of *Sparta, MI*, for the purchase of two (2) Toro Workman Utility Vehicles (Model 07235) and one (1) Toro Z-Master Zero Turn Mower (Model 72027) for an estimated cost of \$48,469.04, less the trade in values, at prices detailed in the attached quote as per the Omnia Partners Contract #2023261; a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

d) Standard Purchasing Resolution 4: HGACBuy Purchasing Cooperative – 2024 Sewer Root Treatment – Fall Phase

Resolution #2024-07-094-J-4d

RESOLVED, That in the best interest of the City, Troy City Council hereby **AWARDS** a contract to *Duke's, 1020 Hiawatha Blvd., West* | *Syracuse, NY 13204,* to furnish all labor, materials and equipment to provide sewer root treatment for an estimated cost of \$248,943.40 at the prices detailed in the proposal and per the HGACBuy Purchasing Cooperative Contract #SC06-24; not to exceed budgetary limitations.

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

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

Resolution #2024-07-094-J-4e

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

f) Standard Purchasing Resolution 8: Best Value Award – Preferred Caterer/ Restaurant List for the Troy Community Center

Resolution #2024-07-094-J-4f

RESOLVED, That Troy City Council hereby **APPROVES** the Pre-Qualified Preferred Caterers/Restaurants List to be offered for room rentals at the Community Center for three (3) years with an option to renew for 2 additional years; a copy of which shall be **ATTACHED** to the original Minutes of this meeting; list expiring July 31, 2029

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** City Management to update the Pre-Qualified Preferred Caterers/Restaurants List when in the best interest of the City and the Community Center.

J-5 Sub-Recipient Agreement Between Oakland County and City of Troy for 2024 High Intensity Drug Trafficking Area (HIDTA) Grant

Resolution #2024-07-094-J-5

WHEREAS, The Oakland County Narcotic Enforcement Team (NET) is a multi-jurisdictional drug enforcement task force charged with the responsibility of investigating drug trafficking within Oakland County and Southeastern Michigan. The purpose of the task force is to detect and apprehend persons who violate narcotic and drug laws; and,

WHEREAS, Troy Police Department provides a full-time investigator for participation in NET; and,

WHEREAS, NET has entered into a Grant agreement with the Michigan High Intensity Drug Trafficking Area of the United States Office of National Drug Control Policy whereby NET investigators are eligible to receive reimbursement for qualifying NET-related costs, including overtime costs; and,

WHEREAS, A Subrecipient Agreement between Oakland County and City of Troy is required for purposes of receiving reimbursement for qualifying costs associated with the Troy PD investigator assigned to NET;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the 2024 HIDTA Grant Subrecipient Agreement between Oakland County and City of Troy.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Chief of Police to sign the 2024 HIDTA Grant Subrecipient Agreement between Oakland County and City of Troy, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-6 Fiscal Year 2025 SMART Municipal Credit and Community Credit Contract

Resolution #2024-07-094-J-6

RESOLVED, That Troy City Council hereby **APPROVES** the Municipal Credit and Community Credit Agreement between the Suburban Mobility Authority for Regional Transportation (SMART) and the City of Troy for the Troy RYDE transportation service; and the Mayor and City Clerk are **AUTHORIZED** to execute the necessary documents; a copy of this agreement shall be **ATTACHED** to the original Minutes of this meeting.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings:

- a) August 12, 2024 Planned Unit Development (File Number PUD-020 (JPLN2023-0021) Proposed Village of Hastings PUD, East Side of Livernois, North of Square Lake (PIN #88-20-03-301-008, -023, -024, -025, and 88-20-03-351-004), Section 3, Presently Zoned NN (Neighborhood Node "Q") and R-1B (One Family Residential) Zoning Districts
- 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:

Valerie Michrina	Commented regarding new developments in the area of
	Rochester Road and Eckford, and concerns about road paving
	in the area.

There was a consensus of City Council to allow the speaker an additional 20 seconds to complete her comment.

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

City Manager Bruner responded that City Management will follow-up with the speaker regarding the issue mentioned.

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) Liquor Advisory Committee-Final November 11, 2019

 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 Gunn congratulated Mr. Ryan Werenka, a Troy High School teacher, who has received a C-Span fellowship for the third year in a row.

Council Member Brooks commented that there is an election on August 6th. City Clerk Dickson provided all the information regarding early voting, absentee voting and Election Day voting. For more information, go to www.troymi.gov/elections or contact the City Clerk's Office.

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

R. CLOSED SESSION

R-1 No Closed Session

S. ADJOURNMENT:

The Meeting **ADJOURNED** at 8:47 PM.

Mayor Pro Tem Hodorek

M. Aileen Dickson, MMC, MiPMC II City Clerk

2024 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

2024 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

August 12, 2024	Regular Meeting
August 26, 2024	
September 16, 2024	
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



CITY COUNCIL AGENDA ITEM

Date: July 30, 2024

To: Robert J. Bruner, Acting City Manager

From: Megan E. Schubert, Assistant City Manager

Dee Ann Irby, Controller

Alex Bellak, Information Technology Director

Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 4: MITN Purchasing Cooperative – Digital Imaging,

Microfilming and Related Document Management Services

History

 The City of Troy uses document management and digital imaging services to manage records and information in the most effective, cost-efficient, and legally compliant manner.

- The City of Troy record retention requirements include scanning and indexing for long-term and permanent storage and record retention.
- Each Departments needs can vary and may include the scanning and indexing of paper records, documents, and large scale prints and drawings.
- The City of Troy previously met this need through the State of Michigan MiDeal Cooperative Program. Upon renewal of the contract the State of Michigan did not extend the awarded contract to the MiDEAL Cooperative Program and is no longer available to the MiDEAL members.

<u>Purchasing</u>

- On February 24, 2022, the City of Farmington Hills, a member of the MITN Purchasing Group, developed and issued on behalf of itself and participating MITN members a multi-year bid for asneeded File Conversion (Scanning, OCR & Indexing) Services, ITB-FH-21-22-2324.
- The bid was publicly and competitively solicited utilizing Bidnet Direct/MITN website. Over two hundred forty-five (245) vendors were notified and seven (7) responses were received.
- Proposal were evaluated on pricing, experience, and references and interviews were completed.
 Global Solutions Group, Inc of Oak Park, MI was determined to be the highest qualified low bidder and awarded the cooperative contract.
- The MITN Cooperative contract ITB-FH-21-22-2324 is for a three (3) year period with the option to renew for three (3) additional years.

Financial

Funds are budgeted and available in the various Departments' operating budgets requiring digital imaging, microfilming, and records management services.

Recommendation

City Management recommends awarding a one (1) year contract with an option to renew for 3 additional years for Digital Imaging, Microfilming, and Related Document Management Services to *Global Solutions Group, Inc of Oak Park, MI,* for Departmental use on an as-needed basis, at unit prices as detailed in the MITN Cooperative Purchasing Contract ITB-FH-21-22-2324.

CITY COUNCIL AGENDA ITEM

Date: August 2, 2024

To: Robert J. Bruner, Acting City Manager

From: Megan Schubert, Assistant City Manager

Rob Maleszyk, Chief Financial Officer

Dee Ann Irby, Controller Peter Hullinger, Fire Chief

Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 4: MiDeal and OMNIA Partners Cooperative

Purchasing Contracts -Fire Department Office Furniture Purchase and Installation and

Budget Amendment

History

The Fire Department office was last renovated in the early 2000s. Since then, staffing levels have fluctuated and existing office furniture and workstations are no longer functional.

Purchasing

- Pricing to purchase and install office furniture and seating for the Fire Department has been secured from ISCG Inc. of Royal Oak, MI, the authorized local dealer for Haworth Inc. through the MiDEAL Cooperative Purchasing Contracts #22000000043 and #071B7700074 for an estimated cost of \$41,387.37, as detailed in proposal #124566.
- Pricing to purchase and install Encore Melina chairs has been secured by ISCG Inc of Royal Oak, MI, the authorized local dealer for Arcadia Encore Chair Company, through the OMNIA Partners Contract #07-78 for an estimated cost of \$3,983.64 as detailed in proposal #124566.
- City Council authorized participation in the Cooperative Purchasing Programs on February 5, 2024 (Resolution #2024-02-031-J-5).

Financial

Funds are budgeted and available in the General Fund under Fire Department for the 2025 fiscal year under account number 101.336.344.774.100, Repair/Mtnce Supplies Blding Mt Supplies. A transfer in the amount of \$46,961.01 will be required from 101.336.344.774.100 Repair/Mtnce Supplies Blding Mt Supplies to the Fire Department Capital Projects Fund account number 401.336.337.975.165, Buildings and Improvements City Hall. An additional 10% contingency is also request, to cover unexpected overages, for a total capital project not to exceed cost of \$49,908.11.



CITY COUNCIL AGENDA ITEM

Recommendation

City Management recommends approving a contract to *ISCG Inc. of Royal Oak, MI* for the purchase and installation of new office furniture and seating for an estimated cost of \$45,371.01 as detailed in the attached proposal #124566 as per MiDeal Cooperative Purchasing Contracts #22000000043 and #071B7700074, and OMNIA Partners Cooperative Contract #07-78, plus a 10% contingency to cover overages, for a not to exceed project cost of \$49,908.11

City Management also recommends that City Council approve a budget amendment to transfer Fire Department General Funds to the Fire Department Capital Fund Account 401.336.337.975.165 in the amount of \$49,908.11.



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

INSTALL AT: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

SALESPERSON: NIVES KAJTAZOVIC		CLIENT: 10436	YOUR P/O:		QUOTE VALID / /	
#	QTY	PRODUCT	DESC	CRIPTION	SELL	EXTENDED
			MIDEAL OPEN (#2200000043	OFFICE CONTRACT		
			MIDEAL SEATIN #071B7700074	NG CONTRACT		
			PHASE 1 AND 2	2		
2	1	EUE2-PL0W-2 020	FTU,2sd,8 Por USB,2 Data por Garage,Clr Ar Tch,12' Cord	orts,No Cable	521.51	521.51
			Tag 1: conf H	ROOM		
3	2	EUE2-PL0W-4 000	FTU,2sd,8 Por USB,0 Data po Garage,Clr Ar Tch,12' Cord		521.51	1,043.02
			Tag 1: conf H	ROOM		



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

INSTALL AT: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

SALESPERSON: NIVES KAJTAZOVIC		CLIENT: 10436	YOUR P/O:		QUOTE VALID / /	
#	QTY	PRODUCT	DESC	CRIPTION	SELL	EXTENDED
4	3	TACB-1200-4	Planes, Column	Base,12"W,28"H	334.84	1,004.52
			Tag 1: conf F	ROOM		
5	12	TACC-1200-P F4 ,TR-J Base Co	Cladding,Flat H,Single piec Graphite	,Painted,12"W,29" ce e GRD A	98.49	1,181.88
6	2	TAJC-5900	Planes, J-Char	•	203.13	406.26
7	3	TAPL-2712-S A ,TR-J Base Co	Planes,Column Plate,Square, Graphite lor 1A Tag 1: conf F	27",Painted GRD A	285.60	856.80
8	1	TARA-60K8-L JSMBNNN ,H-KL ,HP-KL	,Std,Co:2Sd/8 NEO WALN	L,Lam,60"x198",EB3 G Opn/Cntr,Col Str JUT, GRADE B JUT, GRADE A	1,911.28	1,911.28



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

INSTALL AT: CITY OF TROY

500 W BIG BEAVER RD

TROY MI 48084

SALESPERSON: NIVES KAJTAZOVIC		CLIENT: 10436	YOUR P/O:		QUOTE VALID / /	
#	QTY	PRODUCT	DESCRIPTION		SELL	EXTENDED
			Tag 1: com	nf ROOM		
9	1	TJBA-3CXB-G ,TR-J Base Co.	-Leg,Sing Paddle,23 Grapl	ase Only,3-Leg,C le Stage, Standard " D, Non-handed nite GRD A	947.60	947.60
10	1	,TR-J Case Co. ,H-KL Drawer: ,HP-KL Drawer:	,24"D,Lam Lkrl,Class Graph lor Neo N Front Color : Neo N Front Edge Co	nite GRD A Walnut GRD B IA Walnut GRD A olor me GRD A	220.25	220.25



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

INSTALL AT: CITY OF TROY 500 W BIG BEAVER RD

TROY MI 48084

SALESPERSON: NIVES KAJTAZOVIC		CLIENT: 10436	YOUR P/O:		QUOTE VALID / /	
#	QTY	PRODUCT		DESCRIPTION	SELL	EXTENDED
11	1	JTPL-1890-J YJYS ,H-KL ,HP-KL	X Series, Common Top, Prd Frnt, Lam Top, 18.75Dx90W, 3mm Plstc Usr, 1mm LH,3mm Bck,1mm RH NEO WALNUT, GRADE B NEO WALNUT, GRADE A Tag 1: OFF2		196.25	196.25
12	1	(S7) Seat 1 ,S7-D Seat 1 (X4) Back 1 ,X4-1 Back 1 ,TR-F Trim Co ,TR-TF Frame C	Zody II, Chair - Mesh Bk, Fab St, No Bk Jkt, 4D Arms, Asym Lum, Bk Lk, FwdTlt, Adj Seat, Plst Bs, Hrd Cstr, Asmb Melange Nap - Kvadrat GRD D Color 191 GRD D Color Zody Knit GRD B Color (Inside) Onyx GRD B Color (Inside) Black GRD A Or Pitch (Textured) GRD A		632.53	632.53



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

INSTALL AT: CITY OF TROY

500 W BIG BEAVER RD

TROY MI 48084

	PERSON: KAJTAZO		CLIENT: 10436	YOUR P/O:		QUOTE VALID / /
#	QTY	PRODUCT	DES	CRIPTION	SELL	EXTENDED
			Tag 1: OFF2			
13	1	GR F Seat 1 Cc ZH-Y4T Seat 1 Cc ,TR-FJ Back 1 Cc ,TR-F Trim Colo	Csts, COM Plor ARC COM Plor Slate Gl Plor (Inside) Black Gl Pr Black Gl	PIXEL ICE BLUE #12 RD A	386.26	386.26
14	1	TRCE-4664-L JSNCAN ,H-KL ,HP-KL	Ext,46"X64",1 Cutout,C- Lec NEO WALI	O Deg, Wrap Around Lam,3mm,No g,29/23" D, LH NUT, GRADE B NUT, GRADE A	353.46	353.46



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

INSTALL AT: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

SALESPERSON: NIVES KAJTAZOVIC		CLIENT: 10436	YOUR P/O:		QUOTE VALID / /	
#	QTY	PRODUCT	DES	SCRIPTION	SELL	EXTENDED
15	1	TS00-37XK ,H-3J ,HP-3J ,TR-J	GRAPHIT	Lam,28"Hx19"D TE, GRADE A TE, GRADE A	66.13	66.13
16	1	TS00-37XM ,H-3J ,HP-3J ,TR-J	GRAPHIT	Lam,28"Hx24"D TE, GRADE A TE, GRADE A TE	70.80	70.80
17	1	WURA-2460-L JSC ,H-KL ,HP-KL	Core,No Cbl NEO WAI	, Lam, Edgeband, Std	85.43	85.43
18	1	WURA-2475-L JSC	Worksurface, Rect,24Dx75W Core,No Cbl CONTINUED	,Lam,Edgeband,Std Mgt,	101.36	101.36



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

INSTALL AT: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

COST CENTER:

SALESPERSON: NIVES KAJTAZOVIC		CLIENT: 10436	YOUR P/O:		QUOTE VALID / /	
#	QTY	PRODUCT	DI	ESCRIPTION	SELL	EXTENDED
		,H-KL ,HP-KL		ALNUT, GRADE B ALNUT, GRADE A 2		
19	2	ZUBF-0000-P	Flush Moun	t Plate	4.08	8.16
		IA	Tag 1: OFF	2		
20	1	WUAR-4800-P HS	Worksurface 48in W, Pla	e Reinforcement Bar, anes, Svc	20.45	20.45
			Tag 1: OFF	2		
21	1	LSET-6 ,LX-BP Lock Co.	Plug And Ke Chrome lor		0.00	0.00
			Tag 1: OFF			
22	1	JA18-6318-L L9R ,TR-J Case Tr	18Dx63Hx18 Frnt, Class	W,Single LH,Lam sic Pull,Ptd Top	494.24	494.24

CONTINUED...



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

EXTENDED

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

INSTALL AT: CITY OF TROY

500 W BIG BEAVER RD

TROY MI 48084

COST CENTER:

NIVES KAJTAZOVIC

CLIENT:
10/36 YOUR P/O: QUOTE VALID

SELL QTY PRODUCT DESCRIPTION

,H-KL Neo Walnut GRD B

Door Front Color 1A

, HP-KL Neo Walnut GRD A

Door Edge Color

,LR-BP Chrome GRD A

Lock Color

9A

Tag 1: OFF2

23 1 JLPD-0230-L X Series,27.5"H x 30"W,Lateral 286.11 286.11

File, File, Lam Drw Frnt, Ptd Lock Rail, Attached, Classic

Pull, Glides

,TR-J Graphite GRD A

Case Color

,H-KL Neo Walnut GRD B

Drawer Front Color 1A

,HP-KL Neo Walnut GRD A

Drawer Front Edge Color , LR-BP Chrome GRD A

Lock Color

Tag 1: OFF2



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

INSTALL AT: CITY OF TROY

500 W BIG BEAVER RD

TROY MI 48084

SALESPERSON: NIVES KAJTAZOVIC			CLIENT: 10436	YOUR P/O:		QUOTE VALID / /
#	QTY	PRODUCT	DESCRIPTI(NC	SELL	EXTENDED
24	3	,TR-J Case Cole ,H-KL Drawer F: ,HP-KL Drawer F:	Neo Walnut GRI ront Color 1A Neo Walnut GRI ront Edge Color Chrome GRD A	Drw Classic A D B	412.50	1,237.50
25	3	JFWA-30	X Series, Conterwei	ght,30" File	31.42	94.26
			Tag 1: OFF2			
26	2	JFWA-30	X Series, Conterwei	ght,30" File	31.42	62.84
			Tag 1: OFF5			



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084 INSTALL AT: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

SALESPERSON: NIVES KAJTAZOVIC		CLIENT: 10436	YOUR P/O:		QUOTE VALID / /	
#	QTY	PRODUCT	DES	CRIPTION	SELL	EXTENDED
9 ,TR-J		JLPD-0330-S 9			315.22	630.44
		,TR-J ,LR-BP		e, GRADE A GRADE A		
28	2	JPAH-24-S9	X Series,Pedes ,24"D,PtdDrw Lkrl,Classic	•	176.31	352.62
		,TR-J ,LR-BP	_	e, GRADE A GRADE A		
29	1	JTPL-1860-J YJYS	Frnt, Lam To	mmon Top, Prd p, 18.75Dx60W, 3mm mm LH,3mm Bck,1mm	136.79	136.79
		,HP-KL	Surface Color			



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

INSTALL AT: CITY OF TROY

500 W BIG BEAVER RD

TROY MI 48084

COST CENTER:

CLIENT: SALESPERSON: YOUR P/O: QUOTE VALID NIVES KAJTAZOVIC 10436

QTY PRODUCT DESCRIPTION SELL EXTENDED

Tag 1: OFF5

2 S2TC-20-714 30 Zody II, Chair - Mesh Bk, Fab 632.53 1,265.06

> St, No Bk Jkt, 4D Arms, Asym A5A

Lum, Bk Lk, FwdTlt, Adj Seat, Plst Bs, Hrd Cstr, Asmb

(S7) Melange Nap - Kvadrat GRD D

Seat 1 Color

,S7-D 191 GRD D

Seat 1 Color

Zody Knit GRD B (X4)

Back 1 Color (Inside) , X4-1 Onyx GRD B

Back 1 Color (Inside)

,TR-F Black GRD A

Trim Color ,TR-TF Pitch (Textured) GRD A

Frame Color

,TR-F Black GRD A

Base Color

Tag 1: OFF5



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084 INSTALL AT: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

	PERSON: KAJTAZO	VIC	CLIENT: 10436	YOUR P/O:		QUOTE VALID / /
#	QTY	PRODUCT	DESCRIP	TION	SELL	EXTENDED
31	2	TJBA-3CXB-G ,TR-J Base Col	-Leg, Single Stag Paddle, 23" D, No Graphite GR	e, Standard n-handed	947.60	1,895.20
32	1	TRCE-4664-L JSNCAN ,H-KL ,HP-KL	Upside, Top, 90 De Ext, 46"X64", Lam, Cutout, C- Leg, 29 NEO WALNUT, NEO WALNUT, Tag 1: OFF5	3mm,No /23" D, LH GRADE B	353.46	353.46
33	1	,HP-KL	Upside, Top, 90 De Ext, 46"X64", Lam, Cutout, C- Leg, 23 Neo Walnut Surface Color Neo Walnut Edge Color-Users E Tag 1: OFF5	3mm,No /29" D, RH GRD B GRD A	353.46	353.46



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084 INSTALL AT: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

SALESPERSON: NIVES KAJTAZOVIC		CLIENT: 10436	YOUR P/O:		QUOTE VALID / /	
#	QTY	PRODUCT	DES	CRIPTION	SELL	EXTENDED
34	2	TS00-37XK ,H-3J ,HP-3J ,TR-J		E, GRADE A E, GRADE A	66.13	132.26
35	2	WURA-2454-L JSA ,H-KL ,HP-KL	Rect,24Dx54W Core,Notched NEO WAL	,Lam,Edgeband,Std NUT, GRADE B NUT, GRADE A	79.06	158.12
36	2	LSET-1 ,LX-BP Lock Col	Plug And Key Chrome	- · · · · -	0.00	0.00
37	1	LSET-2 ,LX-BP Lock Col	Plug And Key Chrome	· · · · · · · ·	0.00	0.00



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

INSTALL AT: CITY OF TROY 500 W BIG BEAVER RD

TROY MI 48084

SALESPERSON: NIVES KAJTAZOVIC		CLIENT: 10436	YOUR P/O:		QUOTE VALID / /	
#	QTY	PRODUCT	DESCRI	PTION	SELL	EXTENDED
38	1	,H-KL Surface 1	Masters Series,(Shelf,Lam,Two-Hi 4"D,Wall Mt Neo Walnut A Color Storage Neo Walnut Color Tag 1: OFF1	Igh,29"Hx30"Wx1	362.28	362.28
39	1	,H-KL Surface 1 ,HP-KL Case Edge	e Color Chrome GRD	'Hx42"W,Swing GRD B GRD A	807.20	807.20
40	1	(PY) Surface (,PY-SU Surface (al 20In. X 24In Tailored GF Color 1A Suit GRD A		51.49	51.49



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

INSTALL AT: CITY OF TROY

500 W BIG BEAVER RD

TROY MI 48084

COST CENTER:

NIVES KAJTAZOVIC CLIENT: YOUR P/O: QUOTE VALID 10436

QTY PRODUCT DESCRIPTION SELL EXTENDED

> ,20IN ,24IN

> > Tag 1: OFF1

41 2 52121 52121 Melina Guest Chair, 634.57 1,269.14

4-Leg Metal Base

UPH: Customer's Own Material COM

UPHOLSTERY SELECTION

TONE: Single-Tone

MULTI-TONE OPTIO

PF00 Base Finish: Standard

MELINA METAL BASE SELECTION

0630 Metal Finish: #0630 Satin Black

METAL FINISH SELECTION

**** Options Complete

OPTIONS AVAILABLE Tag 1: OFF1

494.24 494.24 42 1 JA18-6318-R X Series, Locker,

L9R 18Dx63Hx18W, Single RH, Lam Frnt, Classic Pull, Ptd Top

,TR-J Graphite GRD A

Case Trim Color

,H-KL Neo Walnut GRD B

Door Front Color 1A CONTINUED...



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

INSTALL AT: CITY OF TROY 500 W BIG BEAVER RD

TROY MI 48084

COST CENTER:

CLIENT: QUOTE VALID SALESPERSON: YOUR P/O: NIVES KAJTAZOVIC 10436

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
		Door Edg	Chrome GRD A		
43	1	,TR-J Case Col ,H-KL Drawer F ,HP-KL Drawer F	Neo Walnut GRD B ront Color 1A Neo Walnut GRD A ront Edge Color Chrome GRD A	653.63	653.63
44	1	JFWA-36	<pre>X Series, Conterweight, 36" File Tag 1: OFF1</pre>	37.62	37.62



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

INSTALL AT: CITY OF TROY

500 W BIG BEAVER RD

TROY MI 48084

COST CENTER:

CLIENT: QUOTE VALID SALESPERSON: YOUR P/O: NIVES KAJTAZOVIC 10436

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
45	1	JLPD-0230-L X Series, 27.5"H x 30"W, Lat 9A File, File, Lam Drw Frnt, Ptd Lock Rail, Attached, Classic Pull, Glides , TR-J Graphite GRD A Case Color , H-KL Neo Walnut GRD B Drawer Front Color 1A , HP-KL Neo Walnut GRD A Drawer Front Edge Color , LR-BP Chrome GRD A Lock Color Tag 1: OFF1		286.11	286.11
46	1	Drawer F ,HP-KL Drawer F	Neo Walnut GRD B Front Color 1A Neo Walnut GRD A Front Edge Color Chrome GRD A	220.25	220.25



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084 INSTALL AT: CITY OF TROY 500 W BIG BEAVER RD

TROY MI 48084

SALESPERSON: NIVES KAJTAZOVIC		CLIENT: 10436	YOUR P/O:		QUOTE VALID / /	
#	QTY	PRODUCT	D	ESCRIPTION	SELL	EXTENDED
			Tag 1: OFF	1		
47	1	KUAF-XXXX (PY) , PY-SU , 20IN , 60IN	al 20In. X Tailo Tailo	red - Suit, GRADE A	88.20	88.20
			Tag 1: OFF	1		
48	1	LSET-6 ,LX-BP Lock Co	Plug And K Chrom	t, Keyed Alike,Lock ey, Qty Of 6 e GRD A	0.00	0.00
49	1	S2TC-20-714 A5A (S7) Seat 1 ,S7-D Seat 1	St,No Bk J Lum,Bk Lk, Bs,Hrd Cst Melan Color	ge Nap - Kvadrat GRD D	632.53	632.53



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

QUOTE VALID

947.60 947.60

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

INSTALL AT: CITY OF TROY 500 W BIG BEAVER RD

TROY MI 48084

YOUR P/O:

COST CENTER:

SALESPERSON:

50

NIVES KAJTAZOVIC 10436 QTY PRODUCT DESCRIPTION SELL EXTENDED

> Zody Knit GRD B (X4)Back 1 Color (Inside) Onyx GRD B Back 1 Color (Inside) Black GRD A ,TR-F Trim Color ,TR-TF Pitch (Textured) GRD A Frame Color ,TR-F Black GRD A Base Color

Tag 1: OFF1

CLIENT:

Upside+, Base Only, 3-Leg, C -Leg, Single Stage, Standard Paddle, 23" D, Non-handed ,TR-J Graphite, GRADE A Tag 1: OFF1 TRCE-4676-L Upside, Top, 90 Deg, Wrap Around 381.89 381.89 51 JSNCRN Ext, 46"X76", Lam, 3mm, No Cutout, C- Leg, 23/29" D, RH ,H-KL NEO WALNUT, GRADE B NEO WALNUT, GRADE A ,HP-KL Tag 1: OFF1 CONTINUED...

1 TJBA-3CXB-G



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

INSTALL AT: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

SALESPERSON: NIVES KAJTAZOVIC		CLIENT: 10436	YOUR P/O:		QUOTE VALID / /	
#	QTY	PRODUCT	DESCF	RIPTION	SELL	EXTENDED
52	1	TS00-37XK ,H-3J ,HP-3J ,TR-J	•	GRADE A	66.13	66.13
53	1	TS00-37XM ,H-3J ,HP-3J ,TR-J	,End Panel,Lan GRAPHITE, GRAPHITE, GRAPHITE Tag 1: OFF1	GRADE A	70.80	70.80
54	1	WUAR-4800-P HS	Worksurface Re 48In Width Str Tag 1: OFF1		20.45	20.45
55	1	WURA-2460-L JSC ,H-KL ,HP-KL	Core, No Cbl Mo NEO WALNU	Lam,Edgeband,Std gt, JT, GRADE B JT, GRADE A	85.43	85.43



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084 INSTALL AT: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

SALESPERSON: NIVES KAJTAZOVIC		CLIENT: 10436	YOUR P/O:		QUOTE VALID / /	
#	QTY	PRODUCT	DE	SCRIPTION	SELL	EXTENDED
			Tag 1: OFF1	_		
56	1	WURA-2475-L JSC ,H-KL ,HP-KL	Core, No Cbl NEO WA	ow,Lam,Edgeband,Std Mgt, ALNUT, GRADE B ALNUT, GRADE A	101.36	101.36
57	2	ZUBF-0000-P N	Flush Mount		4.08	8.16
58	1	LSET-6 ,LX-BP Lock Co	Plug And Ke Chrome	c, Keyed Alike,Lock ey, Qty Of 6 e GRD A	0.00	0.00
59	2	SCM-24-02E GR F Seat 1	Csts, COM	rated Bk,Armless,Sft	386.26	772.52



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD

TROY MI 48084

INSTALL AT: CITY OF TROY

500 W BIG BEAVER RD

TROY MI 48084

COST CENTER:

NIVES KAJTAZOVIC

CLIENT:
10426 YOUR P/O: QUOTE VALID

QTY PRODUCT DESCRIPTION SELL EXTENDED

ZH-Y4T ARC COM PIXEL ICE BLUE #12

Seat 1 Color

Slate GRD A

Back 1 Color (Inside)

Black GRD A ,TR-F

Trim Color

,TR-F Black GRD A

Frame Color

Tag 1: OFF3

60 2 52121 52121 Melina Guest Chair, 722.68 1,445.36

4-Leg Metal Base

G1 GRD: Upholstery Grade 1

UPHOLSTERY SELECTION

MY1 Mayer Grade 1 GRADE 1 UPHOLSTERY SELECTION (CARESSA) PATTERN: Caressa

MAYER GRADE 1 FINISHES

***** TONE: Single-Tone

MULTI-TONE OPTIO

PF00 Base Finish: Standard

MELINA METAL BASE SELECTION

0630 Metal Finish: #0630 Satin Black

METAL FINISH SELECTION CONTINUED...



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

INSTALL AT: CITY OF TROY

500 W BIG BEAVER RD

TROY MI 48084

COST CENTER:

CLIENT: YOUR P/O: NIVES KAJTAZOVIC SALESPERSON: QUOTE VALID 10436

SELL QTY PRODUCT DESCRIPTION EXTENDED

Options Complete

OPTIONS AVAILABLE

Tag 1: OFF3

61 1 S2TC-20-714 Zody II, Chair - Mesh Bk, Fab 632.53 632.53

> St, No Bk Jkt, 4D Arms, Asym A5A

Lum, Bk Lk, FwdTlt, Adj Seat, Plst

Bs, Hrd Cstr, Asmb

(S7) Melange Nap - Kvadrat GRD D

Seat 1 Color

191 GRD D ,S7-D

Seat 1 Color

Zody Knit GRD B (X4)

Back 1 Color (Inside) ,X4-1 Onyx GRD B Back 1 Color (Inside)

,TR-F Black GRD A

Trim Color ,TR-TF Pitch (Textured) GRD A

Frame Color

,TR-F Black GRD A

Base Color

Tag 1: OFF3



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084 INSTALL AT: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

SALESPERSON: NIVES KAJTAZOVIC		CLIENT: 10436	YOUR P/O:		QUOTE VALID / /	
#	QTY	PRODUCT	DE	SCRIPTION	SELL	EXTENDED
62	1	TCRN-2424-L JSNDN1 ,H-KL ,HP-KL ,TR-J	d,Co:none,D NEO WA NEO WA	LNUT, GRADE B LNUT, GRADE A te, GRADE A	284.81	284.81
63	1	, H-KL Surface , HP-KL Case Ed	Door, Lam, Lt LH Neo Wa 1A Color Stor Neo Wa ge Color Chrome	Inut GRD A GRD A	911.60	911.60
64	1	ULSE-2824-S RN ,H-KL ,HP-KL	Panel,Lam,2 NEO WA	8"hx24"D LNUT, GRADE B LNUT, GRADE A	111.24	111.24



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084 INSTALL AT: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

SALESPERSON: NIVES KAJTAZOVIC		CLIENT: 10436	YOUR P/O:		QUOTE VALID / /	
#	QTY	PRODUCT	DES	SCRIPTION	SELL	EXTENDED
65	1	ULWL-2954-N SN ,H-KL ,HP-KL	Shelf,Lam,Tv 4"D,Wall Mt NEO WAI	ies,Open Sided wo-High,29"Hx54"Wx1 LNUT, GRADE B LNUT, GRADE A	464.70	464.70
66	1	ULXS-1360 ,H-KL ,HP-KL			129.77	129.77
67	4	UXAH-0030	Hanger Bar, Tag 1: OFF3	Lateral File, 30"W	21.96	87.84
68	2	,H-KL Surface	30"W,Blk Mit Pull,Lam Bk	ed, Lam, 2-High, 23"Dx terfold, Bar Lnut GRD B age Lnut GRD A	725.21	1,450.42



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

INSTALL AT: CITY OF TROY

500 W BIG BEAVER RD

TROY MI 48084

COST CENTER:

CLIENT: QUOTE VALID SALESPERSON: YOUR P/O: NIVES KAJTAZOVIC 10436

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
		Drawer Pu	Graphite GRD A all Color Chrome GRD A or Tag 1: OFF3		
69	1	,H-KL Surface 1 ,HP-KL Case Edge	Chrome GRD A	1,015.22	1,015.22
70	1	XLAM-3000-J S ,H-KL ,HP-KL ,TR-J	Masters Series, Table, Lam, Round Top, 30"Dia NEO WALNUT, GRADE B NEO WALNUT, GRADE A Graphite, GRADE A	624.33	624.33

Tag 1: OFF3



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

INSTALL AT: CITY OF TROY 500 W BIG BEAVER RD

TROY MI 48084

COST CENTER:

CLIENT: QUOTE VALID SALESPERSON: YOUR P/O: NIVES KAJTAZOVIC 10436

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
71	1	,H-KL Case Colo ,HP-KL Case Edge ,H-KL Worktop S ,HP-KL Worktop D ,TR-J Drawer Po	Neo Walnut GRD A e Color Neo Walnut GRD B Surface Color Neo Walnut GRD A Edge Color-Users Edge Graphite GRD A ull Color Chrome GRD A	757.21	757.21
72	1	XLWF-24A8-J SNN ,H-KL ,HP-KL	Masters Series, Laminate, Credenza Top, One Profile Edge, 24"Dx108"W, No Grommet NEO WALNUT, GRADE B NEO WALNUT, GRADE A Tag 1: OFF3	213.79	213.79



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

INSTALL AT: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

			CLIENT: YOUR P/O: 10436			QUOTE VALID
#	QTY	PRODUCT	DESCRIPT	ION	SELL	EXTENDED
73	1	,H-KL Worktop ,HP-KL Worktop	Edge Color-Users Edo Graphite GRD	t Lam "Dx60"W,No tage Std,No RD B RD A ge	779.00	779.00
74	8	YARDS	ARCCOM PIXEL ICE 1 Tag 1: OFF1_OFF4	BLUE	58.00	464.00
75	2	**** MULTI-TO PF00	RY SELECTION TONE: Single	r's Own Material -Tone	634.57	1,269.14



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

INSTALL AT: CITY OF TROY

500 W BIG BEAVER RD

TROY MI 48084

COST CENTER:

CLIENT: YOUR P/O: NIVES KAJTAZOVIC SALESPERSON: QUOTE VALID 10436

QTY PRODUCT DESCRIPTION SELL EXTENDED Metal Finish: #0630 Satin Black 0.630 METAL FINISH SELECTION * * * * Options Complete OPTIONS AVAILABLE Tag 1: OFF4 76 1 GB-F-M-3648 Glassboard Float with 605.38 605.38 concealed mounting hardware B36X48 CBC FINISH CBC Finish Glassboard Finish Selection CBC-100 CBC-100 CBC Finishes Vertical Orientation NO FRAME SELECTNo Frame Selection 36X48 Frame Selection Tag 1: OFF4 77 1 JA18-6318-L X Series, Locker, 494.24 494.24 L9R 18Dx63Hx18W, Single LH, Lam Frnt, Classic Pull, Ptd Top
,TR-J Graphito CD2

CONTINUED...

Case Trim Color



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

INSTALL AT: CITY OF TROY

500 W BIG BEAVER RD

TROY MI 48084

COST CENTER:

CLIENT: QUOTE VALID SALESPERSON: YOUR P/O: NIVES KAJTAZOVIC 10436

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
		Door From ,HP-KL Door Edge	Chrome GRD A		
78	1	JBCS-0336 ,TR-J Case Colo	<u> </u>	216.14	216.14
79	1	,TR-J Case Colc ,H-KL Drawer Fr	±	286.11	286.11



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

INSTALL AT: CITY OF TROY

500 W BIG BEAVER RD

TROY MI 48084

COST CENTER:

CLIENT: QUOTE VALID SALESPERSON: YOUR P/O: NIVES KAJTAZOVIC 10436

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
		,LR-BP Lock Col	Chrome GRD A or Tag 1: OFF4		
80	1	Case Col ,H-KL Drawer F ,HP-KL Drawer F	Neo Walnut GRD B ront Color 1A Neo Walnut GRD A ront Edge Color Chrome GRD A	220.25	220.25
81	1	LSET-4	HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 3 Chrome GRD A	0.00	0.00

Lock Color

Tag 1: OFF4



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

INSTALL AT: CITY OF TROY

500 W BIG BEAVER RD

TROY MI 48084

COST CENTER:

CLIENT: QUOTE VALID SALESPERSON: YOUR P/O: NIVES KAJTAZOVIC 10436

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
82	1	(S7) Seat 1 C ,S7-D Seat 1 C (X4) Back 1 C ,X4-1 Back 1 C ,TR-F Trim Col ,TR-TF Frame Co	olor 191 GRD D olor Zody Knit GRD B olor (Inside) Onyx GRD B olor (Inside) Black GRD A or Pitch (Textured) GRD A	632.53	632.53
83	1	TJBA-3CXB-G ,TR-J Base Col	±	947.60	947.60



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

INSTALL AT: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

SALESPERSON: NIVES KAJTAZOVIC		CLIENT: 10436	YOUR P/O:		QUOTE VALID / /	
#	QTY	PRODUCT	DESC	RIPTION	SELL	EXTENDED
			Tag 1: OFF4			
84	1	TRCE-4676-L JSNCAN ,H-KL ,HP-KL	Ext,46"X76",L Cutout,C- Leg NEO WALN	,29/23" D, LH UT, GRADE B	381.89	381.89
85	1		,End Panel,La GRAPHITE GRAPHITE GRAPHITE Tag 1: OFF4	, GRADE A , GRADE A	66.13	66.13
86	1	TS00-37XM ,H-3J ,HP-3J ,TR-J		, GRADE A , GRADE A	70.80	70.80



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

INSTALL AT: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

SALESPERSON: NIVES KAJTAZOVIC		CLIENT: 10436	YOUR P/O:		QUOTE VALID / /	
#	QTY	PRODUCT	DESC	RIPTION	SELL	EXTENDED
87	1	JSC ,H-KL Worktop ,HP-KL	Core, No Cbl M Neo Waln Surface Color	ut GRD B ut GRD A	72.69	72.69
88	1	WURA-2475-L JSC ,H-KL ,HP-KL	Core,No Cbl M NEO WALN	Lam,Edgeband,Std gt, UT, GRADE B UT, GRADE A	101.36	101.36
89	2	ZUBF-0000-P N	Flush Mount P	late	4.08	8.16
90	1	ULWL-2930-N SN ,H-KL Surface			362.28	362.28



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084 INSTALL AT: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

SALESPE NIVES K			LIENT: 10436	YOUR P/O:		QUOTE VALID / /
#	QTY	PRODUCT	DESCRIPTI	ON	SELL	EXTENDED
		,HP-KL Case Edge	Neo Walnut GR Color Tag 1: OFF4	D A		
91	1	, H-KL Surface 1 , HP-KL Case Edge	Color Chrome GRD A	36"W D B	700.23	700.23
92	1	FREIGHT	CLARUS FREIGHT		410.00	410.00
93	1	FREIGHT	ARC COM FREIGHT		56.00	56.00
94	1	DESIGN	4% DESIGN FEE PER CONTRACT	MIDEAL	1,224.92	1,224.92



PROPOSAL: 124566

DATE: 07/15/24 PROJECT #: 15-522

PROPOSAL FOR: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

INSTALL AT: CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084

COST CENTER:

	SPERSON: S KAJTAZO	DVIC	CLIENT: 10436	YOUR P/O:		QUOTE VALID / /
#	QTY	PRODUCT	DESCR	IPTION	SELL	EXTENDED
95	1	LABOR * *	INSTALL PER MI CONTRACT	SINESS HOURS	360.00	360.00
96	1	LABOR * *	INSTALL PER MI CONTRACT	VE, DELIVER AND DEAL OPEN OFFICE SINESS HOURS LABOR	2,490.00	2,490.00
97	1	LABOR * *	INSTALL NON-HA	SINESS HOURS	200.00	200.00

Thank you for the opportunity to quote on your requirements.

Quote valid for 15 days.

22,686.00 DEPOSIT REQUIRED SUBTOTAL...: 45,371.01

ACCEPTED BY DATE ACCEPTED

> ======== TOTAL...: 45,371.01

PAGE36 OF 36



CITY COUNCIL AGENDA ITEM

Date: August 2, 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 Trantham, Deputy Public Works Director

Brian Varney, Fleet Operations Manager Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 4: Oakland County Extended Purchasing Contract –

Department of Public Works Electrical Distribution Upgrades

History

The Department of Public Works was constructed in two phases. The original section, built in 1975, consisted of the Fleet Garage, the Water/Sewer Garage, and the administrative area. In 1984, a 14,500-square-foot addition was added on the north side of the building to serve as the Streets Equipment Garage (SEG). In 2001, a 1,100-square-foot addition was added to the east elevation of the original 1975 facility to provide additional administrative space.

The construction of the facility in 1975 provided sufficient electrical distribution for the needs at that time, however, as the demands of the facility changed over the years, so did the need for electricity. Over the 49 years of service, several renovations were made, and additional distribution panels were added to meet those needs.

The Facilities Condition Assessment and Analysis identified many of the existing distribution panels and switchgears as obsolete. While these systems are currently operational, if a component were to fail, replacements are no longer available. This situation could leave the Department of Public Works without the necessary power to serve residents efficiently during an emergency.

Purchasing

 Pricing for the Department of Public Works Electrical Distribution Upgrades has been secured from Shaw Systems of Southfield, MI through the Oakland County Extended Purchasing Contract #010460, as detailed in the attached proposals and summarized below.



CITY COUNCIL AGENDA ITEM

LOCATION	Proposal	DATE	PRICE
DPW LP-B	SCOT240618002-8R1	26-Jul	\$ 9,465.00
DPW LP-A	SCOT240618002-9R1	26-Jul	\$ 9,465.00
DPW STREETS GARAGE	SCOT240618002-7r1	16-Jul	\$ 8,557.00
DPW PP-1	SCOT240618002-2R1	16-Jul	\$ 8,635.00
DPW LP-C	SCOT240618002-4r1	16-Jul	\$ 8,780.00
DP-X	SCOT240618002-3r1	16-Jul	\$ 16,135.00
DPW 800A	SCOT240618002-1R1	16-Jul	\$ 29,103.00
RP-E	SCOT240618002-6r1	16-Jul	\$ 9,015.00
RP-D	SCOT240618002-5r1	16-Jul	\$ 8,903.00
DPW CIRCUIT TRACE	SCOT240716001	16-Jul	\$ 23,122.00

• City Council authorized participation in the Cooperative Purchasing Programs on February 5, 2024 (Resolution #2024-02-031-J-5).

Financial

Funds are budgeted and available in the Fleet Maintenance Capital Fund under project number 2025C0079 for the 2025 fiscal year. Expenditures will be charged to account number 661.571.565.975.900.

Recommendation

City Management recommends awarding a contract for the Department of Public Works Electrical Distribution Upgrades to *Shaw Systems* of *Southfield*, *MI* for an estimated cost of \$131,180 plus additional fees per DTE, as per the Oakland County Extended Purchasing Contract #010460; not to exceed budgetary limitations.



Date: 7/26/2024 Proposal ID: SCOT240618002-8r1

TO: DENNIS TRANTHAM City of Troy 4695 Rochester Road Troy, MI 48085 FROM: Eric J Peterson
PROJECT: COT DPW LP-B PANEL UPDATE

Shaw Service and Maintenance Contacts

Eric Peterson, Service Engineer | Direct (248) 22

Direct (248) 228-2080 | (248)534-7602 | epeterson@shawsi.com

Dispatch

Direct (248) 228-2080 | service@shawsi.com

After Hours Emergency Number (877) 370-7076

Service Email service@shawsi.com

Included	Excluded		Included	Excluded	
		Sales & Use Tax			Payment & Performance Bonds
	\boxtimes	Electrical Permit Costs & Fees	\boxtimes		Overtime Costs
	\boxtimes	Fire Division Inspection Fees		\boxtimes	Temperature Controls
		Building Permit Fees			Patching &/or repair of holes in walls or floors

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

SCOPE OF WORK:

Demolition and removal of (1) existing recessed panel board

Furnish and install (1) 225a 208/120v MLO, AL Bussing, 42-circuit surface mount panel board and branch breakers Furnish and install (1) fabricated surface mounted extension ring, to extend panel out no greater than 1.25" flush from wall Splice conductors to extend to new terminations

Labor \$4,199.00 Equipment \$534.00 Material \$4,732.00 Total Offering Price: \$9,465.00

EXCLUSIONS & ASSUMPTIONS:

Work will be performed on Saturday during off hours Work will be billed time and material, cost plus per contract at standard contract rates

Eric J Peterson	
Shaw Service & Maintenance	

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Standard Terms & Conditions

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

22100 TELEGRAPH RD SOUTHFIELD MICHIGAN 48033 PHONE: 248-228-2000 FAX: 248-228-2080

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CITY OF TROY BULLETIN BREAKDOWN THROUGH JUNE 30TH, 2026

PLANS ISSUED: n/a SPECS. ISSUED: SKETCHES ISSUED: QTY ELEC/TECH DWGS ISSUED MATERIAL Par Cor MA ESSUED: MA DIRECT INSTALLATION LABOR 0 HO	nel Board and Branch Breakers aduit, Wire, rework Materials RKUP(INCLUDING USE TAX) CALATION(CONTINGENCY) TERIAL TOTAL COST - PER ATTACHED SHEETS URS @ Straight URS @ " URS @ "		0 0	\$1,660 \$2,150 \$0 \$572 \$351	\$4,732
PLANS ISSUED: n/a SPECS. ISSUED: SKETCHES ISSUED: QTY ELEC/TECH DWGS ISSUED MATERIAL Par Con MA ESC MA DIRECT INSTALLATION LABOR 0 HO	el Board and Branch Breakers duit, Wire, rework Materials RKUP(INCLUDING USE TAX) CALATION(CONTINGENCY) TERIAL TOTAL COST - PER ATTACHED SHEETS URS @ Straight URS @ "	15% 8%		\$1,660 \$2,150 \$0 \$572	
SPECS. ISSUED: SKETCHES ISSUED: QTY ELEC/TECH DWGS ISSUED MATERIAL Par Cor MA ESS MA DIRECT INSTALLATION LABOR 0 HO	nel Board and Branch Breakers aduit, Wire, rework Materials RKUP(INCLUDING USE TAX) CALATION(CONTINGENCY) TERIAL TOTAL COST - PER ATTACHED SHEETS URS @ Straight URS @ " URS @ "	15% 8%		\$2,150 \$0 \$572	\$4,732
SPECS. ISSUED: SKETCHES ISSUED: QTY ELEC/TECH DWGS ISSUED MATERIAL Par Cor MA ESS MA DIRECT INSTALLATION LABOR 0 HO	nel Board and Branch Breakers aduit, Wire, rework Materials RKUP(INCLUDING USE TAX) CALATION(CONTINGENCY) TERIAL TOTAL COST - PER ATTACHED SHEETS URS @ Straight URS @ " URS @ "	15% 8%		\$2,150 \$0 \$572	\$4,732
SKETCHES ISSUED: QTY ELEC/TECH DWGS ISSUED MATERIAL Par Con MA ESS MA DIRECT INSTALLATION LABOR 0 HO	nel Board and Branch Breakers aduit, Wire, rework Materials RKUP(INCLUDING USE TAX) CALATION(CONTINGENCY) TERIAL TOTAL COST - PER ATTACHED SHEETS URS @ Straight URS @ " URS @ "	15% 8%		\$2,150 \$0 \$572	\$4,732
QTY ELEC/TECH DWGS ISSUED MATERIAL Par Cor MA ESC MA DIRECT INSTALLATION LABOR 0 HO	nel Board and Branch Breakers aduit, Wire, rework Materials RKUP(INCLUDING USE TAX) CALATION(CONTINGENCY) TERIAL TOTAL COST - PER ATTACHED SHEETS URS @ Straight URS @ " URS @ "	15% 8%		\$2,150 \$0 \$572	\$4,732
MATERIAL Par Cor MA ESC MA DIRECT INSTALLATION LABOR 0 HO	nel Board and Branch Breakers aduit, Wire, rework Materials RKUP(INCLUDING USE TAX) CALATION(CONTINGENCY) TERIAL TOTAL COST - PER ATTACHED SHEETS URS @ Straight URS @ " URS @ "	15% 8%		\$2,150 \$0 \$572	\$4,732
MA ESC MA DIRECT INSTALLATION LABOR 0 HO	RKUP(INCLUDING USE TAX) CALATION(CONTINGENCY) TERIAL TOTAL COST - PER ATTACHED SHEETS URS @ Straight URS @ " URS @ "	8%		\$2,150 \$0 \$572	\$4,732
ESC MA DIRECT INSTALLATION LABOR 0 HO	CALATION(CONTINGENCY) TERIAL TOTAL COST - PER ATTACHED SHEETS URS @ Straight URS @ " URS @ "	8%	0	\$572	\$4,732
ESC MA DIRECT INSTALLATION LABOR 0 HO	CALATION(CONTINGENCY) TERIAL TOTAL COST - PER ATTACHED SHEETS URS @ Straight URS @ " URS @ "	8%		\$572	\$4,732
ESC MA DIRECT INSTALLATION LABOR 0 HO	CALATION(CONTINGENCY) TERIAL TOTAL COST - PER ATTACHED SHEETS URS @ Straight URS @ " URS @ "	8%			\$4,732
MA DIRECT INSTALLATION LABOR 0 HO	TERIAL TOTAL COST - PER ATTACHED SHEETS URS @ Straight URS @ " URS @ "			\$351	\$4,732
DIRECT INSTALLATION LABOR 0 HO	COST - PER ATTACHED SHEETS URS @ Straight URS @ " URS @ "				э т,/ 32
0 но	URS @ Straight URS @ " URS @ "				
	URS @ " URS @ "	¢ 00.00		\$0	
	5165 @	\$ 99.00	ELECTRICIAN	\$0	
		\$ 122.00	SERVICE ELECTRICIAN	<u></u> \$488	
	URS @ Time & 1/2	1 122 22		\$0	
	URS @ " URS @ "	\$ 129.00 \$ 153.00	ELECTRICIAN SERVICE ELECTRICIAN	\$0 \$3,672	
	URS @ " URS @ Double	\$ 153.00	SERVICE ELECTRICIAN	_ \$3,672 \$0	
	URS @ "	\$ 162.00	ELECTRICIAN	\$0	
	URS @ "	\$ 189.00	SERVICE ELECTRICIAN	\$0	
SUPERVISION - 8% OF DIRECT	LABOR HOURS (DETAILING, LO	GISTICS) or PE	R ATTACHED SHEETS AS DIRECT LABOR		
	URS @ Straight	\$ 122.00		\$39	
	URS @ "			<u>*</u> 0	
	URS @ Time & 1/2 URS @ "			\$0 \$0	
	URS @ Double			- \$0 \$0	
	URS @ "			\$0	
141	BOR TOTAL	0%	INCREASE RATES FOR NON DAY SHIFT/FUTURE RATES	\$0	\$4,199
DJE EQUIPMENT - LARGE OR SPI					эт,155
	CAVATOR/TRENCHING EQUIPM	ENT		\$0	
RIC	GGING / HOISTING / LULL / FO	RKLIFT		\$0	
	IKE CABLE TESTER			\$0	
	CUIT TRACER, MEGGER, PHASE	ROTATION		\$150	
	RING WER LOGGER			\$0 \$0	
	WER LOGGER RMIT			\$0 \$0	
				\$0 \$0	
ENGINEERING / DOCUMENT MA	INTENANCE				
4 HO	URS	\$ 96.00	SERVICE ENGINEER/FIELD DETAIL/SURVEY	\$384	
0 HO		\$ 80.00	BIM COORDINATOR/PLOTS/DWGS	\$0	
0 HO		\$ 65.00	ADMINISTRATIVE ASSISTANT	\$0	
DIRECT JOB EXPENSES / SMALL	TOOLS / SAFETY / CONSUMMA PERCENT @	BLES / FIRST A	ID OF LABOR ABOVE TOTAL	¢Λ	
	PERCENT @ ITEMIZED ON THE DJE CHECKLI			\$0 \$0	
	RECT JOB EXPENSES TOTAL	(rdg	- ,	ψυ	\$534
	-				\$9,465
		0%			\$0
SUBCONTRACTORS					
v				\$0 \$0	
X				\$0 \$0	
X X				\$0 \$0	
	SCONTRACTOR TOTAL			φυ	\$0
	ON SUBS @	5%			\$0 \$0
PLM BOND / INSURANCE COSTS					\$0
TOTAL PRICE FOR THIS QU	OTATION				\$9,465



Date: 7/26/2024 Proposal ID: SCOT240618002-9r1

TO: DENNIS TRANTHAM City of Troy 4695 Rochester Road Troy, MI 48085 FROM: Eric J Peterson
PROJECT: COT DPW LP-A PANEL UPDATE

Shaw Service and Maintenance Contacts

Eric Peterson, Service Engineer | Direct

Direct (248) 228-2080 | (248)534-7602 | epeterson@shawsi.com

Dispatch

Direct (248) 228-2080 | service@shawsi.com

After Hours Emergency Number

(877) 370-7076

Service Email

service@shawsi.com

Included	Excluded		Included	Excluded	
\boxtimes		Sales & Use Tax			Payment & Performance Bonds
	\boxtimes	Electrical Permit Costs & Fees	\boxtimes		Overtime Costs
	\boxtimes	Fire Division Inspection Fees		\boxtimes	Temperature Controls
		Building Permit Fees			Patching &/or repair of holes in walls or floors

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

SCOPE OF WORK:

Demolition and removal of (1) existing recessed panel board

Furnish and install (1) 225a 208/120v MLO, AL Bussing, 42-circuit surface mount panel board and branch breakers Furnish and install (1) fabricated surface mounted extension ring, to extend panel out no greater than 1.25" flush from wall Splice conductors to extend to new terminations

Labor \$4,199.00 Equipment \$534.00 Material \$4,732.00 Total Offering Price: \$9,465.00

EXCLUSIONS & ASSUMPTIONS:

Work will be performed on Saturday during off hours Work will be billed time and material, cost plus per contract at standard contract rates

Eric J Peterson
Shaw Service & Maintenance

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Standard Terms & Conditions

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

22100 TELEGRAPH RD SOUTHFIELD MICHIGAN 48033 PHONE: 248-228-2000 FAX: 248-228-2080

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

CITY OF TROY BULLETIN BREAKDOWN THROUGH JUNE 30TH, 2026

TOTAL PRICE FOR TH	HIS QUOTATION				\$9,465
PLM BOND / INSURANCE	FEE ON SUBS @ E COSTS	5%			\$I \$I
	SUBCONTRACTOR TOTAL	F0/			\$1
	x			\$0	
	X			\$0 \$0	
	X			\$0 \$0	
SUBCONTRACTORS				*0	
		0%			\$
					\$9,46
	or AS ITEMIZED ON THE DJE CHECKLI DIRECT JOB EXPENSES TOTAL	ısı əneel (Pag	E 2 01 2)	<u>\$0</u>	\$53
	AS PERCENT @	0.0%	OF LABOR ABOVE TOTAL	\$0 \$0	
DIRECT JOB EXPENSES /	SMALL TOOLS / SAFETY / CONSUMMAI			*0	
	0 HOURS	\$ 65.00	ADMINISTRATIVE ASSISTANT	\$0	
	0 HOURS	\$ 80.00	BIM COORDINATOR/PLOTS/DWGS	\$0	
	4 HOURS	\$ 96.00	SERVICE ENGINEER/FIELD DETAIL/SURVEY	\$384	
ENGINEERING / DOCUM	ENT MAINTENANCE			ÞU	
	PERMII			\$0 \$0	
	POWER LOGGER PERMIT			\$0 \$0	
	CORING POWER LOGGER			\$0 \$0	
	CIRCUIT TRACER, MEGGER, PHASE	ROTATION		\$150	
	FLUKE CABLE TESTER			\$0	
	RIGGING / HOISTING / LULL / FOI	RKLIFT		\$0	
	EXCAVATOR/TRENCHING EQUIPM			\$0	
DJE EQUIPMENT - LARGE					
	LABOR TOTAL				\$4,19
	् <u>.।।०७१८ ७</u>	0%	INCREASE RATES FOR NON DAY SHIFT/FUTURE RATES	\$0 \$0	
	0 HOURS @ Double 0 HOURS @ "			\$0 \$0	
	· HOURS &			_ \$0 \$0	
	0 HOURS @ Time & 1/2			\$0 #0	
	0 HOURS @ "			_ \$0	
	0.3 HOURS @ Straight	\$ 122.00		\$39	
SUPERVISION - 8% OF D	IRECT LABOR HOURS (DETAILING, LO		R ATTACHED SHEETS AS DIRECT LABOR	·	
	0 HOURS @ "	\$ 189.00	SERVICE ELECTRICIAN	\$0	
	0 HOURS @ "	\$ 162.00	ELECTRICIAN	\$0	
	0 HOURS @ Double	ψ 100.00	SERVICE ELECTRICIAN	_ \$3,072 \$0	
	24 HOURS @ "	\$ 129.00 \$ 153.00	SERVICE ELECTRICIAN	\$0 \$3,672	
	0 HOURS @ Time & 1/2 0 HOURS @ "	\$ 129.00	ELECTRICIAN	\$0 \$0	
	1100K5 @	\$ 122.00	SERVICE ELECTRICIAN	_ \$488 	
	0 HOURS @ "	\$ 99.00	ELECTRICIAN SERVICE ELECTRICIAN	\$0 #488	
	0 HOURS @ Straight			\$0	
DIRECT INSTALLATION L	ABOR COST - PER ATTACHED SHEETS				
	MATERIAL TOTAL				\$4,73
	ESCALATION(CONTINGENCY)	8%		\$351	
	MARKUP(INCLUDING USE TAX)	15%		\$572	
				\$0	
			0		
i knamb	Conduit, Wire, rework Materials		0	\$1,000 \$2,150	
QTY ELEC/TECH DWGS I	Panel Board and Branch Breakers	0		\$1,660	
SKETCHES ISSUED:		0			
SPECS. ISSUED:	"				
PLANS ISSUED:	n/a				
DESCRIPTION:	PER PROVIDED SCOPE- PANEL LP-A			SHAW QUOTE DATE:	6/12/20
DATED:	6/12/2023			SHAW REVISION #:	
QUOTE FOR:	XXXX			SHAW MMS RFC #:	
PROJECT:	CITY OF TROY			SHAW PROJECT #:	XXX



Date: 7/16/2024 Proposal ID: SCOT240618002-7r1

TO: DENNIS TRANTHAM City of Troy 4695 Rochester Road Troy, MI 48085 FROM: Eric J Peterson
PROJECT: COT DPW Garage Panel Panel Update

Shaw Service and Maintenance Contacts

Eric Peterson, Service Engineer | Direct (248) 228-2080 | (248)534-7602 | epeterson@shawsi.com

Dispatch Direct (248) 228-2080 | service@shawsi.com

After Hours Emergency Number (877) 370-7076

Service Email service@shawsi.com

Included	Excluded		Included	Excluded	
		Sales & Use Tax			Payment & Performance Bonds
	\boxtimes	Electrical Permit Costs & Fees	\boxtimes		Overtime Costs
	\boxtimes	Fire Division Inspection Fees			Temperature Controls
	\boxtimes	Building Permit Fees		\boxtimes	Patching &/or repair of holes in walls or floors

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

SCOPE OF WORK:

Demolition and removal of (1) existing 225a 208/120v Panel Board

Furnish and install (1) 225a 208/120v MLO, AL Bussing, 42 circuit, NEMA 1 surface mount panel board with the following branch breakers: (42) BAB1020

Splice conductors to extend to new terminations

Labor \$5,253.00 Equipment \$534.00 Material \$2,770.00 Total Offering Price: \$8,557.00

EXCLUSIONS & ASSUMPTIONS:

Work will be performed Monday-Friday with overtime needed during final shutdown and installation Work will be billed time and material, cost plus per contract at standard rates

Eric J Peterson
Shaw Service & Maintenance

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Standard Terms & Conditions

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- 4. Terms are pending approval by Shaw Service & Maintenance credit manager.
- 5. This Proposal is based on the schedule and time durations presented at time of bid. A change in schedule shall constitute a change in scope of work.
- 6. All equipment furnished is F.O.B. shipping points with freight allowed to jobsite.
- 7. The price includes a warranty as specified in the Bid Documents. No other warranty is expressed or implied.

22100 TELEGRAPH RD SOUTHFIELD MICHIGAN 48033 PHONE: 248-228-2000 FAX: 248-228-2080

 www.shawelectric.com

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

CITY OF TROY BULLETIN BREAKDOWN THROUGH JUNE 30TH, 2026

TOTAL PRICE FOR TH	IIS QUOTATION				\$8,557
PLM BOND / INSURANCE	FEE ON SUBS @ COSTS	5%			\$ \$
	SUBCONTRACTOR TOTAL			φυ	\$
	X X			\$0 \$0	
	X			\$0	
OUDCONTRACTURS				\$0	
SUBCONTRACTORS		0%			\$
					\$8,55
	DIRECT JOB EXPENSES TOTAL	LOI SHEET (Pay	,	φυ	\$53
	AS PERCENT @ or AS ITEMIZED ON THE DJE CHECKL	0.0% IST SHEET (Pag	OF LABOR ABOVE TOTAL ue 2 of 2)	\$0 \$0	
IRECT JOB EXPENSES /	SMALL TOOLS / SAFETY / CONSUMMA			*0	
	0 HOURS	\$ 65.00	ADMINISTRATIVE ASSISTANT	\$0	
	0 HOURS	\$ 80.00	BIM COORDINATOR/PLOTS/DWGS	\$0	
NGINEERING / DOCUME	4 HOURS	\$ 96.00	SERVICE ENGINEER/FIELD DETAIL/SURVEY	\$384	
NCINEEDING / DOCUM	ENT MAINTENANCE			\$0	
	PERMIT			\$0	
	POWER LOGGER			\$0	
	CORING	LICIATION		\$130 \$0	
	FLUKE CABLE TESTER CIRCUIT TRACER, MEGGER, PHASI	F ROTATION		\$0 \$150	
	RIGGING / HOISTING / LULL / FO	RKLIFT		\$0 #0	
-	EXCAVATOR/TRENCHING EQUIPM			\$0	
JE EQUIPMENT - LARGE					φ3,2
	LABOR TOTAL	0%	INCREASE RATES FOR NON DAY SHIFT/FUTURE RATES	\$0	\$5,2
	0 HOURS @ "	00/	INCREASE DATES FOR NON DAY SUVEY/PUTURE DATES	\$0 ¢0	
	0 HOURS @ Double			\$0	
	0 HOURS @ "			\$0	
	0 HOURS @ Time & 1/2			_ \$0 \$0	
	1.0 HOURS @ Straight 0 HOURS @ "	\$ 122.00		\$117 \$0	
			R ATTACHED SHEETS AS DIRECT LABOR	=	
	0 HOURS @ "	\$ 189.00	SERVICE ELECTRICIAN	\$0	
	0 HOURS @ Double	\$ 162.00	ELECTRICIAN	\$0 \$0	
	24 HOURS @ " 0 HOURS @ Double	\$ 153.00	SERVICE ELECTRICIAN	_ \$3,672 \$0	
	0 HOURS @ "	\$ 129.00	ELECTRICIAN	\$0 *2.673	
	0 HOURS @ Time & 1/2	•		\$0	
	12 HOURS @ "	\$ 122.00	SERVICE ELECTRICIAN	\$1,464	
	0 HOURS @ Straight 0 HOURS @ "	\$ 99.00	ELECTRICIAN	\$0 \$0	
IRECT INSTALLATION L	ABOR COST - PER ATTACHED SHEETS			**	
	MATERIAL TOTAL			·	\$2,7
	ESCALATION(CONTINGENCY)	8%		\$205	
	MARKUP(INCLUDING USE TAX)	15%		\$0 \$335	
			0		
	Wire and Conduit (Estimated)		0	\$750	
MATERIAL	Panel Board and Branch Breakers	<u> </u>		\$1,480	
SKETCHES ISSUED: QTY ELEC/TECH DWGS I	ISSUED:	0			
SPECS. ISSUED:	"				
PLANS ISSUED:	n/a				
DESCRIPTION:	COT DPW Garage Panel Update			•	
DATED:	6/12/2023			SHAW REVISION #: SHAW QUOTE DATE:	6/12/20
QUOTE FOR:	Dennis Trantham			SHAW MMS RFC #:	



Date: 7/16/2024 Proposal ID: SCOT240618002-2 r1

TO: DENNIS TRANTHAM City of Troy 4695 Rochester Road Troy, MI 48085 FROM: Eric J Peterson
PROJECT: COT DPW PP-1 PANEL UPDATE

Shaw Service and Maintenance Contacts

Eric Peterson, Service Engineer | Direct (

Direct (248) 228-2080 | (248)534-7602 | epeterson@shawsi.com

Dispatch

Direct (248) 228-2080 | service@shawsi.com

After Hours Emergency Number (87

(877) 370-7076

Service Email

service@shawsi.com

Included	Excluded		Included	Excluded	
		Sales & Use Tax			Payment & Performance Bonds
	\boxtimes	Electrical Permit Costs & Fees	\boxtimes		Overtime Costs
	\boxtimes	Fire Division Inspection Fees			Temperature Controls
		Building Permit Fees			Patching &/or repair of holes in walls or floors

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

SCOPE OF WORK:

Demolition and removal of (1) existing 400a 208/12v Panel board Furnish and install (1) Eaton PRL1 panel board, 400a 208/120v MLO, AL Bussing, 42 circ. NEMA 1 Surface Mount With the following branch breakers installed:

(12) BAB3030H

(2) BAB3100H

Splice conductors to extend to new terminations

Labor \$4,114.00 Equipment \$534.00 Material \$3,987.00 Total Offering Price: \$8,635.00

EXCLUSIONS & ASSUMPTIONS:

Work will be performed Monday-Friday with overtime needed during final shutdown and installation Work will be billed time and material, cost plus per contract at standard rates

Eric J Peters	ron
Shaw Service & Ma	intenance

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		,	- 3



Standard Terms & Conditions

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

22100 TELEGRAPH RD SOUTHFIELD MICHIGAN 48033 PHONE: 248-228-2000 FAX: 248-228-2080 www.shawelectric.com

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

CITY OF TROY BULLETIN BREAKDOWN THROUGH JUNE 30TH, 2026

PROJECT:	CITY OF TROY		SHAW PROJECT #:	SCOT240618002-7
QUOTE FOR:	Dennis Trantham		SHAW MMS RFC #:	
DATED:	6/12/2023		SHAW REVISION #: SHAW QUOTE DATE:	6/12/202
DESCRIPTION:	COT DPW- PP-1 panel update		SHAW QUOTE DATE.	0/12/202
PLANS ISSUED:	n/a			
SPECS. ISSUED:	"			
SKETCHES ISSUED:	SUED: 0			
QTY ELEC/TECH DWGS IS MATERIAL	NEW EATON PANEL BOARD, LOADED		\$2,460	
MATERIAL	Conduit and Wire (Estimated)	0	\$750	
		0		
			\$0	
	MARKUP(INCLUDING USE TAX) 15%		\$482	
	ESCALATION(CONTINGENCY) 8%		\$295	
	MATERIAL TOTAL			\$3,987
DIRECT INSTALLATION LA	BOR COST - PER ATTACHED SHEETS			
	0 HOURS @ Straight		\$0	
	0 HOURS @ " \$ 99.00	ELECTRICIAN	\$0	
	8 HOURS @ " \$ 122.00	SERVICE ELECTRICIAN	- \$976	
	0 HOURS @ Time & 1/2 0 HOURS @ " \$ 129.00	ELECTRICIAN	\$0 \$0	
	20 HOURS @ " \$ 153.00	SERVICE ELECTRICIAN	\$3,060	
	0 HOURS @ Double	SERVICE ELECTRICIAN	_ \$3,000 \$0	
	0 HOURS @ " \$ 162.00	ELECTRICIAN	\$0	
	0 HOURS @ " \$ 189.00	SERVICE ELECTRICIAN	\$0	
SUPERVISION - 8% OF DI	RECT LABOR HOURS (DETAILING, LOGISTICS) or PER	ATTACHED SHEETS AS DIRECT LABOR		
(.6 HOURS @ Straight \$ 122.00		\$78	
	0 HOURS @ "		_ \$0	
	0 HOURS @ Time & 1/2		\$0	
	0 HOURS @ "		_ \$0	
	0 HOURS @ Double		\$0	
	0 HOURS @ "		\$0	
	0% LABOR TOTAL	INCREASE RATES FOR NON DAY SHIFT/FUTURE RATES	\$0	\$4,114
DJE EQUIPMENT - LARGE				ф т,111
DIE EQUITALITY EAROE	EXCAVATOR/TRENCHING EQUIPMENT		\$0	
	RIGGING / HOISTING / LULL / FORKLIFT		\$0	
	FLUKE CABLE TESTER		\$0	
	CIRCUIT TRACER, MEGGER, PHASE ROATATION		\$150	
	CORING		\$0	
	POWER LOGGER		\$0	
	PERMIT		\$0	
ENGINEERING / DOCUMENT	IT MATRITEMANOE		\$0	
ENGINEERING / DOCUME		CEDVICE ENGINEED (ETEL D DETAIL (CURVEY	#304	
	4 HOURS \$ 96.00 0 HOURS \$ 80.00	SERVICE ENGINEER/FIELD DETAIL/SURVEY BIM COORDINATOR/PLOTS/DWGS	\$384 \$0	
	0 HOURS \$ 80.00 0 HOURS \$ 65.00	ADMINISTRATIVE ASSISTANT	\$0 \$0	
DIRECT JOB EXPENSES / 9	MALL TOOLS / SAFETY / CONSUMMABLES / FIRST AID		φυ	
	AS PERCENT @ 0.0%	OF LABOR ABOVE TOTAL	\$0	
	or AS ITEMIZED ON THE DJE CHECKLIST SHEET (Page		\$0	
	DIRECT JOB EXPENSES TOTAL			\$534
				\$8,635
	0%			\$0
SUBCONTRACTORS				
			\$0	
	X		\$0 *0	
	X		\$0 #0	
	X SUBCONTRACTOR TOTAL		<u>\$0</u>	*0
	SUBCONTRACTOR TOTAL FEE ON SUBS @ 5%			\$0 \$0
PLM BOND / INSURANCE				\$0
				\$8,635



Date: 7/16/2024 Proposal ID: SCOT240618002-4r1

TO: DENNIS TRANTHAM City of Troy 4695 Rochester Road Troy, MI 48085

FROM: Eric J Peterson **PROJECT: COT DPW LP-C Panel Update**

Shaw Service and Maintenance Contacts

Eric Peterson, Service Engineer

Direct (248) 228-2080 | (248)534-7602 | epeterson@shawsi.com

Dispatch

Direct (248) 228-2080 | service@shawsi.com

After Hours Emergency Number (877) 370-7076

> **Service Email** service@shawsi.com

Included	Excluded		Included	Excluded	
		Sales & Use Tax			Payment & Performance Bonds
	\boxtimes	Electrical Permit Costs & Fees	\boxtimes		Overtime Costs
		Fire Division Inspection Fees		\boxtimes	Temperature Controls
	\boxtimes	Building Permit Fees		\boxtimes	Patching &/or repair of holes in walls or floors

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

SCOPE OF WORK:

Demolition and removal of (1) existing 225a 208/120v Panel Board

Furnish and install (1) 225a 208/120v MLO, AL Bussing, 42 circuit, NEMA 1 surface mount panel board with the following branch breakers: (4) BAB3030H

(30) BAB1020

Splice conductors to extend to new terminations

\$5,253.00 Labor Equipment \$534.00 \$2,993.00 Material **Total Offering Price:** \$8,780.00

EXCLUSIONS & ASSUMPTIONS:

Work will be performed Monday-Friday with overtime needed during final shutdown and installation Work will be billed time and material, cost plus per contract at standard rates

Eric J Peterson
Shaw Service & Maintenance

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Standard Terms & Conditions

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

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

CITY OF TROY BULLETIN BREAKDOWN THROUGH JUNE 30TH, 2026

PROJECT:	CITY OF TROY	SHAW PROJECT #:	SCOT240618002-
QUOTE FOR: DATED:	Dennis Trantham	SHAW MMS RFC #: SHAW REVISION #:	
DATED:	6/12/2023	SHAW QUOTE DATE:	6/12/202
DESCRIPTION:	COT DPW LP-C Update	SHAW QUOTE DATE.	0/12/202
PLANS ISSUED:	n/a		
SPECS. ISSUED:	"		
SKETCHES ISSUED: QTY ELEC/TECH DWG:			
MATERIAL	PRL1 Panel Board , Loaded	\$1,660	
TATERIAL	Conduit and Wire (Estimated) 0	\$750	
	Conduit and wire (Estimated)	\$730	
	V	\$0	
	MARKUP(INCLUDING USE TAX) 15%	\$362	
	ESCALATION(CONTINGENCY) 8%	\$222	
	MATERIAL TOTAL	ΨΔΔΔ	\$2,99
DIRECT INSTALLATION	N LABOR COST - PER ATTACHED SHEETS		Ψ2,33
	0 HOURS @ Straight	\$0	
	0 HOURS @ " \$ 99.00 ELECTRICIAN	\$0	
	12 HOURS @ " \$ 122.00 SERVICE ELECTRICIAN	\$1,464	
	0 HOURS @ Time & 1/2	<u> </u>	
	0 HOURS @ " \$ 129.00 ELECTRICIAN	\$0	
	24 HOURS @ " \$ 153.00 SERVICE ELECTRICIAN	\$3,672	
	0 HOURS @ Double	<u> </u>	
	0 HOURS @ " \$ 162.00 ELECTRICIAN	\$0	
	0 HOURS @ " \$ 189.00 SERVICE ELECTRICIAN	\$0	
SUPERVISION - 8% OF	DIRECT LABOR HOURS (DETAILING, LOGISTICS) or PER ATTACHED SHEETS AS DIRECT LABOR		
	1.0 HOURS @ Straight \$ 122.00	\$117	
	0 HOURS @ "	\$0	
	0 HOURS @ Time & 1/2	<u> </u>	
	0 HOURS @ "	_ \$0	
	0 HOURS @ Double	\$0	
	0 HOURS @ "	\$0_	
	0% INCREASE RATES FOR NON DAY SHIFT/FUTURE RATES	\$0	
NIE FOUTDMENT I AD	LABOR TOTAL		\$5,25
DE EQUIPMENT - LAK	GE OR SPECIAL TOOLING EVCAVATOR/TRENCHING FOURDMENT	\$0	
	EXCAVATOR/TRENCHING EQUIPMENT RIGGING / HOISTING / LULL / FORKLIFT	\$0 \$0	
	FLUKE CABLE TESTER	\$0 \$0	
	CIRCUIT TRACER, MEGGER, PHASE ROTATION	\$150	
	CORING	\$150 \$0	
	POWER LOGGER	\$0 \$0	
	PERMIT	\$0 \$0	
	I BIVIAI	\$0 \$0	
NGINEERING / DOCU	MENT MAINTENANCE	40	
	4 HOURS \$ 96.00 SERVICE ENGINEER/FIELD DETAIL/SURVEY	\$384	
	0 HOURS \$ 80.00 BIM COORDINATOR/PLOTS/DWGS	\$30 1 \$0	
	0 HOURS \$ 65.00 ADMINISTRATIVE ASSISTANT	\$0	
DIRECT JOB EXPENSES	6 / SMALL TOOLS / SAFETY / CONSUMMABLES / FIRST AID	40	
	AS PERCENT @ 0.0% OF LABOR ABOVE TOTAL	\$0	
	or AS ITEMIZED ON THE DJE CHECKLIST SHEET (Page 2 of 2)	\$0	
	DIRECT JOB EXPENSES TOTAL	· ·	\$53
			\$8,78
	0%		\$
UBCONTRACTORS			
		\$0	
	X	\$0	
	x	\$0	
	x	\$0	
	SUBCONTRACTOR TOTAL	<u></u>	\$
PLM BOND / INSURANC	FEE ON SUBS @ 5%		\$
LIN BUND / INSUKANO	CL CO313		\$
OTAL PRICE FOR 1	THIS QUOTATION		\$8,780



Date: 7/16/2024 Proposal ID: SCOT240618002-3r1

TO: DENNIS TRANTHAM City of Troy 4695 Rochester Road Troy, MI 48085 FROM: Eric J Peterson
PROJECT: COT DPW DP-X Panel Update

Shaw Service and Maintenance Contacts

Eric Peterson, Service Engineer | Direct (248) 228-2080 | (248)534-7602 | epeterson@shawsi.com

Dispatch | Direct (248) 228-2080 | service@shawsi.com

After Hours Emergency Number (877) 370-7076

Service Email service@shawsi.com

Included	Excluded		Included	Excluded	
\boxtimes		Sales & Use Tax			Payment & Performance Bonds
	\boxtimes	Electrical Permit Costs & Fees	\boxtimes		Overtime Costs
	\boxtimes	Fire Division Inspection Fees		\boxtimes	Temperature Controls
	\boxtimes	Building Permit Fees			Patching &/or repair of holes in walls or floors

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

SCOPE OF WORK:

Demolition and removal of (1) existing 400a 208/120v Panel board

Furnish and install (1) 400a MLO 208/120v 3p 4w NEMA 1 w/ the following fusible switches installed:

- (1) QMB324W, 200a 240v 3p
- (3) QMB323TW 100/100a twin 240v 3p
- (1) QMB322TW 60/60a twin 240v 3p

Splice conductors to extend to new terminations

Labor \$4,420.00 Equipment \$1,034.00 Material \$10,681.00 **Total Offering Price:** \$16,135.00

EXCLUSIONS & ASSUMPTIONS:

Work will be performed Monday-Friday with overtime needed during final shutdown and installation Work will be billed time and material, cost plus per contract at standard rates

Eric J Peterson	
	Shaw Service & Maintenance

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Standard Terms & Conditions

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

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

CITY OF TROY BULLETIN BREAKDOWN THROUGH JUNE 30TH, 2026

DATED: 6/12/2023	SHAW REVISION #:	(
	SHAW QUOTE DATE:	6/12/202
DESCRIPTION: PER PROVIDED SCOPE		
PLANS ISSUED: n/a		
SPECS. ISSUED: "		
SKETCHES ISSUED:		
QTY ELEC/TECH DWGS ISSUED: 0		
MATERIAL SQD QMB Switchboard w/ fusible switches	\$7,850	
Conduit and Wire (Estimated) 0	\$750	
0		
MARKURYNG HOTHIC HISE TAXX	\$0 #1.200	
MARKUP(INCLUDING USE TAX) 15% ESCALATION(CONTINGENCY) 8%	\$1,290 \$791	
MATERIAL TOTAL	Ψ/31	\$10,681
DIRECT INSTALLATION LABOR COST - PER ATTACHED SHEETS		420,000
0 HOURS @ Straight	\$0	
0 HOURS @ " \$ 99.00 ELECTRICIAN	\$0	
8 HOURS @ " \$ 122.00 SERVICE ELECTRICIAN	\$976	
0 HOURS @ Time & 1/2	\$0	
0 HOURS @ " \$ 129.00 ELECTRICIAN	\$0 +2.266	
22 HOURS @ " \$ 153.00 SERVICE ELECTRICIAN	\$3,366 #0	
0 HOURS @ Double 0 HOURS @ " \$ 162.00 ELECTRICIAN	\$0 \$0	
0 HOURS @ " \$ 189.00 SERVICE ELECTRICIAN	\$0 \$0	
SUPERVISION - 8% OF DIRECT LABOR HOURS (DETAILING, LOGISTICS) or PER ATTACHED SHEETS AS DIRECT LABOR	**	
0.6 HOURS @ Straight \$ 122.00	\$78	
0 HOURS @ "	\$0	
0 HOURS @ Time & 1/2	\$0	
0 HOURS @ "	\$0	
0 HOURS @ Double	\$0	
0 HOURS @ " 0% INCREASE RATES FOR NON DAY SHIFT/FUTURE RATES	\$0	
0% INCREASE RATES FOR NON DAY SHIFT/FUTURE RATES LABOR TOTAL	\$0	\$4,420
DJE EQUIPMENT - LARGE OR SPECIAL TOOLING		Ψ 1/ 1.20
EXCAVATOR/TRENCHING EQUIPMENT	\$0	
RIGGING / HOISTING / LULL / FORKLIFT	\$500	
FLUKE CABLE TESTER	\$0	
CIRCUIT TRACER, MEGGER, PHASE ROTATION	\$150	
CORING	\$0	
POWER LOGGER	\$0 \$0	
PERMIT	\$0 \$0	
ENGINEERING / DOCUMENT MAINTENANCE	φυ	
4 HOURS \$ 96.00 SERVICE ENGINEER/FIELD DETAIL/SURVEY	\$384	
0 HOURS \$ 80.00 BIM COORDINATOR/PLOTS/DWGS	\$0	
0 HOURS \$ 65.00 ADMINISTRATIVE ASSISTANT	\$0	
DIRECT JOB EXPENSES / SMALL TOOLS / SAFETY / CONSUMMABLES / FIRST AID		
AS PERCENT @ 0.0% OF LABOR ABOVE TOTAL	\$0	
or AS ITEMIZED ON THE DJE CHECKLIST SHEET (Page 2 of 2)	<u>\$0</u>	14.65
DIRECT JOB EXPENSES TOTAL		\$1,034 \$16,135
0%		\$16,135 \$0
SUBCONTRACTORS		
	\$0	
X	\$0	
x	\$0	
x	\$0	
SUBCONTRACTOR TOTAL		\$(
FEE ON SUBS @ 5% PLM BOND / INSURANCE COSTS		\$(\$(
TOTAL PRICE FOR THIS QUOTATION		\$16,135



Date: 7/16/2024 Proposal ID: SCOT240618002-1R1

TO: DENNIS TRANTHAM City of Troy 4695 Rochester Road Troy, MI 48085 FROM: Eric J Peterson
PROJECT: COT DPW 800a Distribution Upgrade

Shaw Service and Maintenance Contacts

Eric Peterson, Service Engineer | Direct (248) 228-2080 | (248)534-7602 | epeterson@shawsi.com

Dispatch Direct (248) 228-2080 | service@shawsi.com

After Hours Emergency Number (877) 370-7076

Service Email service@shawsi.com

Included	Excluded		Included	Excluded	
		Sales & Use Tax			Payment & Performance Bonds
	\boxtimes	Electrical Permit Costs & Fees		\boxtimes	Overtime Costs
	\boxtimes	Fire Division Inspection Fees		\boxtimes	Temperature Controls
	\boxtimes	Building Permit Fees		\boxtimes	Patching &/or repair of holes in walls or floors

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

SCOPE OF WORK:

Demolition and removal of (1) existing 800a Distribution Panel

Furnish and install (1) 800a Distribution Panel with the following fusible switches installed:

(2) 100/100a 240v 3p

(2) 200/200a 240v 3p

(2) 60/60a 240v 3p

Splice conductors to extend to new terminations

Labor \$6,215.00 Equipment \$842.00 Material \$22,046.00 Total Offering Price: \$29,103.00

EXCLUSIONS & ASSUMPTIONS:

Work will be performed Monday-Friday with overtime needed during final shutdown and installation Work will be billed time and material, cost plus per contract at standard rates

Eric J Peterson
Shaw Service & Maintenance

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Standard Terms & Conditions

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

22100 TELEGRAPH RD SOUTHFIELD MICHIGAN 48033 PHONE: 248-228-2000 FAX: 248-228-2080

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

CITY OF TROY BULLETIN BREAKDOWN THROUGH JUNE 30TH, 2026

PROJECT: QUOTE FOR:	CITY OF TROY Dennis Trantham	SHAW PROJECT #: SHAW MMS RFC #:	SCOT240618002-1
DATED:	6/12/2023	SHAW REVISION #:	
DESCRIPTION:	COT DPW- 800a DP Update	SHAW QUOTE DATE:	6/12/202
PLANS ISSUED:	n/a 		
SPECS. ISSUED: SKETCHES ISSUED:	"		
QTY ELEC/TECH DWGS	ISSUED: 0		
MATERIAL	800a Switchboard with Fusible Switches	\$14,750	
	Wire and Conduit (estimated)	\$3,000	
	0	•	
		\$0	
	MARKUP(INCLUDING USE TAX) 15%	\$2,663	
	ESCALATION(CONTINGENCY) 8% MATERIAL TOTAL	\$1,633	\$22,046
DIRECT INSTALLATION	LABOR COST - PER ATTACHED SHEETS		ψ22,010
	0 HOURS @ Straight	\$0	
	4 HOURS @ " \$ 99.00 ELECTRICIAN	\$396	
	16 HOURS @ " \$ 122.00 SERVICE ELECTRICIAN	\$1,952	
	0 HOURS @ Time & 1/2	\$0	
	0 HOURS @ " \$ 129.00 ELECTRICIAN	\$0 +2.672	
	24 HOURS @ " \$ 153.00 SERVICE ELECTRICIAN	_ \$3,672 	
	0 HOURS @ Double 0 HOURS @ " \$ 162.00 ELECTRICIAN	\$0 \$0	
	0 HOURS @ " \$ 189.00 SERVICE ELECTRICIAN	\$0 \$0	
SUPERVISION - 8% OF	DIRECT LABOR HOURS (DETAILING, LOGISTICS) or PER ATTACHED SHEETS AS DIRECT LABOR	Ψ0	
	1.6 HOURS @ Straight \$ 122.00	\$195	
	0 HOURS @ "	_ \$0	
	0 HOURS @ Time & 1/2	\$0	
	0 HOURS @ "	_ \$0	
	0 HOURS @ Double	\$0	
	0 HOURS @ " 0% INCREASE RATES FOR NON DAY SHIFT/FUTURE RATES	\$0 \$0	
	LABOR TOTAL	Ψ	\$6,215
DJE EQUIPMENT - LARG	E OR SPECIAL TOOLING		
	EXCAVATOR/TRENCHING EQUIPMENT	\$0 *F00	
	RIGGING / HOISTING / LULL / FORKLIFT 8 FLUKE CABLE TESTER	\$500 \$0	
	SAFETY BARRICADES	\$0 \$0	
	MEGGER, PHASE ROTATION, CIRCUIT TRACER	\$0 \$150	
	POWER LOGGER	\$0	
	PERMIT	\$0	
		\$0	
INGINEERING / DOCUM			
	2 HOURS \$ 96.00 SERVICE ENGINEER/FIELD DETAIL/SURVEY	\$192	
	0 HOURS \$ 80.00 BIM COORDINATOR/PLOTS/DWGS	\$0 ¢0	
OTDECT TOR EVDENCES	0 HOURS \$ 65.00 ADMINISTRATIVE ASSISTANT	\$0	
PIRECI JUB EXPENSES	/ SMALL TOOLS / SAFETY / CONSUMMABLES / FIRST AID AS PERCENT @ 0.0% OF LABOR ABOVE TOTAL	\$0	
	or AS ITEMIZED ON THE DJE CHECKLIST SHEET (Page 2 of 2)	\$0 \$0	
	DIRECT JOB EXPENSES TOTAL		\$842
			\$29,103
	0%		\$0
SUBCONTRACTORS			
	v.	\$0	
	X	\$0 #0	
	X	\$0 ¢0	
	X SUBCONTRACTOR TOTAL	<u>*0</u>	\$0
	FEE ON SUBS @ 5%		\$C
PLM BOND / INSURANC			\$0
TOTAL PRICE FOR T	HIS QUOTATION		\$29,103



Date: 7/16/2024 Proposal ID: SCOT240618002-6r1

TO: DENNIS TRANTHAM City of Troy 4695 Rochester Road Troy, MI 48085 FROM: Eric J Peterson
PROJECT: COT DPW RP-E Panel Update

Shaw Service and Maintenance Contacts

Eric Peterson, Service Engineer | Direct (248) 228-2080 | (248)534-7602 | epeterson@shawsi.com

Dispatch Direct (248) 228-2080 | service@shawsi.com

After Hours Emergency Number (877) 370-7076

Service Email service@shawsi.com

Included	Excluded		Included	Excluded	
		Sales & Use Tax			Payment & Performance Bonds
	\boxtimes	Electrical Permit Costs & Fees	\boxtimes		Overtime Costs
	\boxtimes	Fire Division Inspection Fees		\boxtimes	Temperature Controls
	\boxtimes	Building Permit Fees		\boxtimes	Patching &/or repair of holes in walls or floors

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

SCOPE OF WORK:

Demolition and removal of (1) existing 225a 208/120v Panel Board

Furnish and install (1) 225a 208/120v MLO, AL Bussing, 42 circuit, NEMA 1 surface mount panel board with the following branch breakers:

- (1) BAB1030
- (3) BAB2030
- (1) BAB3030H
- (23) BAB1020
- (3) BAB3020H

Splice conductors to extend to new terminations

Labor \$5,487.00 Equipment \$534.00 Material \$2,993.00 Total Offering Price: \$9,015.00

EXCLUSIONS & ASSUMPTIONS:

Work will be performed Monday-Friday with overtime needed during final shutdown and installation Work will be billed time and material, cost plus per contract at standard rates

Eric J Peterson

Shaw Service & Maintenance

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SERVICE & MAINTENANCE

Proposal & Scope of Work

Standard Terms & Conditions

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

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

CITY OF TROY BULLETIN BREAKDOWN THROUGH JUNE 30TH, 2026

QUOTE FOR: Dennis Trantham	CITATE AND "	
•	SHAW MMS RFC #:	
DATED: 6/12/2023	SHAW REVISION #:	6/12/202
DESCRIPTION: COT DPW RP-E Panel Update	SHAW QUOTE DATE:	0/12/202
PLANS ISSUED: n/a		
SPECS. ISSUED:		
SKETCHES ISSUED: "		
QTY ELEC/TECH DWGS ISSUED: 0		
MATERIAL PRILI Panel board and branch breakers	\$1,660	
Conduit and Wire (Estimated)	\$750	
0	•	
	\$0	
MARKUP(INCLUDING USE TAX) 15%	\$362	
ESCALATION(CONTINGENCY) 8% MATERIAL TOTAL	\$222	#2 0 03
MATERIAL TOTAL DIRECT INSTALLATION LABOR COST - PER ATTACHED SHEETS		\$2,993
0 HOURS @ Straight	\$0	
0 HOURS @ " \$ 99.00 ELECTRICIAN	\$0 \$0	
12 HOURS @ " \$ 122.00 SERVICE ELECTRICIAN	\$1,464	
0 HOURS @ Time & 1/2	\$0	
HOURS @ " \$ 129.00 ELECTRICIAN	\$0	
24 HOURS @ " \$ 153.00 SERVICE ELECTRICIAN	\$3,672	
0 HOURS @ Double	\$0	
0 HOURS @ " \$ 162.00 ELECTRICIAN	\$0	
0 HOURS @ " \$ 189.00 SERVICE ELECTRICIAN	\$0	
SUPERVISION - 8% OF DIRECT LABOR HOURS (DETAILING, LOGISTICS) or PER ATTACHED SHEETS AS DIRECT LABOR	A351	
2.9 HOURS @ Straight \$ 122.00 0 HOURS @ "	\$351 \$0	
0 HOURS @ Time & 1/2	_ 	
0 HOURS @ "	\$0 \$0	
0 HOURS @ Double	_ \$0 \$0	
0 HOURS @ "	\$0	
0% INCREASE RATES FOR NON DAY SHIFT/FUTURE RATES	\$0	
LABOR TOTAL DJE EQUIPMENT - LARGE OR SPECIAL TOOLING		\$5,487
DJE EQUIPMENT - LARGE OR SPECIAL TOOLING EXCAVATOR/TRENCHING EQUIPMENT	\$0	
RIGGING / HOISTING / LULL / FORKLIFT	\$0 \$0	
FLUKE CABLE TESTER	\$0	
CIRCUIT TRACER, MEGGER, PHASE ROTATION	\$150	
CORING	\$0	
POWER LOGGER	\$0	
PERMIT	\$0	
	\$0	
ENGINEERING / DOCUMENT MAINTENANCE		
4 HOURS \$ 96.00 SERVICE ENGINEER/FIELD DETAIL/SURVEY	\$384	
0 HOURS \$ 80.00 BIM COORDINATOR/PLOTS/DWGS	\$0 \$0	
0 HOURS \$ 65.00 ADMINISTRATIVE ASSISTANT	\$0	
DIRECT JOB EXPENSES / SMALL TOOLS / SAFETY / CONSUMMABLES / FIRST AID AS PERCENT @ 0.0% OF LABOR ABOVE TOTAL	\$0	
or AS ITEMIZED ON THE DJE CHECKLIST SHEET (Page 2 of 2)	\$0 \$0	
DIRECT JOB EXPENSES TOTAL	40	\$534
		\$9,015
0%		\$0
GUBCONTRACTORS		
	\$0	
X	\$0	
X	\$0	
X	\$0	
SUBCONTRACTOR TOTAL		\$0
FEE ON SUBS @ 5% PLM BOND / INSURANCE COSTS		\$0 \$0
TOTAL PRICE FOR THIS QUOTATION		\$9,015



Date: 7/16/2024 Proposal ID: SCOT240618002-5r1

TO: DENNIS TRANTHAM City of Troy 4695 Rochester Road Troy, MI 48085 FROM: Eric J Peterson
PROJECT: COT DPW RP-D Panel Update

Shaw Service and Maintenance Contacts

Eric Peterson, Service Engineer

Direct (248) 228-2080 | (248)534-7602 | epeterson@shawsi.com

Dispatch

Direct (248) 228-2080 | service@shawsi.com

After Hours Emergency Number

(877) 370-7076

Service Email

service@shawsi.com

Included	Excluded		Included	Excluded	
\boxtimes		Sales & Use Tax			Payment & Performance Bonds
	\boxtimes	Electrical Permit Costs & Fees	\boxtimes		Overtime Costs
	\boxtimes	Fire Division Inspection Fees		\boxtimes	Temperature Controls
	\boxtimes	Building Permit Fees		\boxtimes	Patching &/or repair of holes in walls or floors

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

SCOPE OF WORK:

Demolition and removal of (1) existing 225a 208/120v Panel Board

Furnish and install (1) 225a 208/120v MLO, AL Bussing, 42 circuit, NEMA 1 surface mount panel board with the following branch breakers:

- (1) BAB3030H
- (1) BAB3020H
- (36) BAB1020

Splice conductors to extend to new terminations

Labor \$5,487.00 Equipment \$534.00 Material \$2,881.00 Total Offering Price: \$8,903.00

EXCLUSIONS & ASSUMPTIONS:

Work will be performed Monday-Friday with overtime needed during final shutdown and installation Work will be billed time and material, cost plus per contract at standard rates

Eric J Peterson
Shaw Service & Maintenance

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Standard Terms & Conditions

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

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CITY OF TROY BULLETIN BREAKDOWN THROUGH JUNE 30TH, 2026

PROJECT:	CITY OF TROY	SHAW PROJECT #:	SCOT240618002-
QUOTE FOR: DATED:	Dennis Trantham 6/12/2023	SHAW MMS RFC #: SHAW REVISION #:	
DATED:	0/12/2023	SHAW QUOTE DATE:	6/12/202
DESCRIPTION:	COT DPW RP-D Panel Update	SHAW QUOTE DATE.	0/12/202
PLANS ISSUED:	n/a		
SPECS. ISSUED:	"		
SKETCHES ISSUED: QTY ELEC/TECH DWGS			
MATERIAL	PANEL BOARD AND BREAKERS	\$1,570	
	Conduit and Wire (estimated)	\$750	
	0		
		\$0	
	MARKUP(INCLUDING USE TAX) 15%	\$348	
	ESCALATION(CONTINGENCY) 8%	\$213	
	MATERIAL TOTAL	· · · · · · · · · · · · · · · · · · ·	\$2,883
DIRECT INSTALLATION	LABOR COST - PER ATTACHED SHEETS		
	0 HOURS @ Straight	\$0	
	0 HOURS @ " \$ 99.00 ELECTRICIAN	\$0	
	12 HOURS @ " \$ 122.00 SERVICE ELECTRICIAN	\$1,464	
	0 HOURS @ Time & 1/2	\$0 #0	
	0 HOURS @ " \$ 129.00 ELECTRICIAN 24 HOURS @ " \$ 153.00 SERVICE ELECTRICIAN	\$0 \$3.673	
	24 HOURS @ " \$ 153.00 SERVICE ELECTRICIAN 0 HOURS @ Double	\$3,672 \$0	
	0 HOURS @ Double 0 HOURS @ " \$ 162.00 ELECTRICIAN	\$0 \$0	
	0 HOURS @ " \$ 189.00 SERVICE ELECTRICIAN	\$0 \$0	
SUPERVISION - 8% OF	DIRECT LABOR HOURS (DETAILING, LOGISTICS) or PER ATTACHED SHEETS AS DIRECT LABOR	Ψ	
	2.9 HOURS @ Straight \$ 122.00	\$351	
	0 HOURS @ "	\$0	
	0 HOURS @ Time & 1/2	<u> </u>	
	0 HOURS @ "	<u> </u>	
	0 HOURS @ Double	\$0	
	0 HOURS @ "	\$0	
	0% INCREASE RATES FOR NON DAY SHIFT/FUTURE RATES	\$0	
DIE FOIITDMENT - I ADG	LABOR TOTAL GE OR SPECIAL TOOLING		\$5,487
DOL EQUIPMENT - LAKE	EXCAVATOR/TRENCHING EQUIPMENT	\$0	
	RIGGING / HOISTING / LULL / FORKLIFT	\$0 \$0	
	FLUKE CABLE TESTER	\$0 \$0	
	CIRCUIT TRACER, MEGGER, PHASE ROTATION	\$150	
	CORING	\$0	
	POWER LOGGER	\$0	
	PERMIT	\$ 0	
		\$0	
ENGINEERING / DOCUM	MENT MAINTENANCE		
	4 HOURS \$ 96.00 SERVICE ENGINEER/FIELD DETAIL/SURVEY	\$384	
	0 HOURS \$ 80.00 BIM COORDINATOR/PLOTS/DWGS	\$0	
	0 HOURS \$ 65.00 ADMINISTRATIVE ASSISTANT	\$0	
DIRECT JOB EXPENSES	/ SMALL TOOLS / SAFETY / CONSUMMABLES / FIRST AID		
	AS PERCENT @ 0.0% OF LABOR ABOVE TOTAL	\$0	
	or AS ITEMIZED ON THE DJE CHECKLIST SHEET (Page 2 of 2)	\$0	
	DIRECT JOB EXPENSES TOTAL		\$534 #8.003
	0%		\$8,903 \$0
SUBCONTRACTORS	V /V		φt
		\$0	
	X	\$0	
	X	\$0	
	X	\$0	
	SUBCONTRACTOR TOTAL	<u> </u>	\$0
	FEE ON SUBS @ 5%		\$0
PLM BOND / INSURANC	CE COSTS		\$0
TOTAL PRICE FOR T	THIS QUOTATION		\$8,903



Date: 7/16/2024 Proposal ID: SCOT240716001

TO: DENNIS TRANTHAM City of Troy 4695 Rochester Road Troy, MI 48085 FROM: Eric J Peterson
PROJECT: COT DPW Circuit Trace and Labeling

Shaw Service and Maintenance Contacts

Eric Peterson, Service Engineer Direct (248) 228-2080

Direct (248) 228-2080 | (248)534-7602 | epeterson@shawsi.com

Dispatch [

Direct (248) 228-2080 | service@shawsi.com

After Hours Emergency Number (877) 370-7076

Service Email service@shawsi.com

Included	Excluded		Included	Excluded	
\boxtimes		Sales & Use Tax			Payment & Performance Bonds
	\boxtimes	Electrical Permit Costs & Fees	\boxtimes		Overtime Costs
	\boxtimes	Fire Division Inspection Fees			Temperature Controls
		Building Permit Fees			Patching &/or repair of holes in walls or floors

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

SCOPE OF WORK:

Shaw will use the allotted labor to circuit trace and correct the mislabeled panel schedules, circuits, outlets, etc noted at time of walkthrough Shaw will relabel outlets and other electrical throughout the DPW

Shaw will provide updated panel schedules upon completion

The following panels will be made priority: PP1, DPx, LPC, RPD, RPE, Streets garage panel

Records of work completed will be provided to the city for record keeping

Work will take place primarily after hours and Saturdays to minimize impact on operations

While tracing the building, Shaw will note any additional electrical issues and provide proposals for corrections

An updated one-line diagram of the electrical system including panels referenced above and also including disconnects, the 800a DP, transformers and other electrical gear will be created and provided upon completion of the project

Labor \$19,958.00 Equipment \$2,977.00 Material \$186.00 **Total Offering Price:** \$23,122.00

EXCLUSIONS & ASSUMPTIONS:

Majority of work will be completed off-hours and Saturdays to minimize operational impact to DPW Work will be billed time and material, cost plus per contract at standard rates

Eric J Peterson

Shaw Service & Maintenance

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SERVICE & MAINTENANCE

Proposal & Scope of Work

Standard Terms & Conditions

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

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CITY OF TROY BULLETIN BREAKDOWN THROUGH JUNE 30TH, 2026

TOTAL PRICE FOR THI	S QUOTATION				\$23,122
PLM BOND / INSURANCE C	FEE ON SUBS @ OSTS	5%			\$ \$
	SUBCONTRACTOR TOTAL			T	\$
	X X			\$0 \$0	
	X			\$0 **	
				\$0	
SUBCONTRACTORS		0%			
					\$23,12
	DIRECT JOB EXPENSES TOTAL		·· · ·	Ψ*	\$2,97
d	or AS ITEMIZED ON THE DJE CHECKLI			\$0 \$0	
IRECT JOB EXPENSES / SI	MALL TOOLS / SAFETY / CONSUMMAI AS PERCENT @	BLES / FIRST A 0.0%	ID OF LABOR ABOVE TOTAL	\$0	
	0 HOURS	\$ 65.00	ADMINISTRATIVE ASSISTANT	\$0	
	0 HOURS	\$ 80.00	BIM COORDINATOR/PLOTS/DWGS	\$1,600	
	2 HOURS	\$ 96.00	SERVICE ENGINEER/FIELD DETAIL/SURVEY	\$1,152	
NGINEERING / DOCUMEN	IT MAINTENANCE			\$0	
	PERMIT			\$0 #0	
	POWER LOGGER			\$0	
	CORING			\$0	
	CIRCUIT TRACER, MEGGER, PHASE	ROTATION		\$150	
	RIGGING / HOISTING / LULL / FOI LABEL MAKER WITH LABELS	KKLIFI		\$0 \$75	
	EXCAVATOR/TRENCHING EQUIPM			\$0 \$0	
JE EQUIPMENT - LARGE O					
	LABOR TOTAL			Ψ*	\$19,9
	0 HOURS @ "	0%	INCREASE RATES FOR NON DAY SHIFT/FUTURE RATES	\$0 \$0	
	0 HOURS @ Double			\$0 ¢0	
	0 HOURS @ "			<u> </u>	
	0 HOURS @ Time & 1/2			<u> </u>	
	0 HOURS @ Straight	р 122.00		\$390 \$0	
	RECT LABOR HOURS (DETAILING, LOG .2 HOURS @ Straight	GISTICS) or PE \$ 122.00	R ATTACHED SHEETS AS DIRECT LABOR	\$390	
	0 HOURS @ "	\$ 189.00	SERVICE ELECTRICIAN	\$0	
	0 HOURS @ "	\$ 162.00	ELECTRICIAN	\$0	
	0 HOURS @ Double	+ 100.00		<u> </u>	
	0 HOURS @ " 06 HOURS @ "	\$ 129.00 \$ 153.00	ELECTRICIAN SERVICE ELECTRICIAN	\$0 \$14,688	
	0 HOURS @ Time & 1/2	¢ 120.00	ELECTRICIAN	\$0 ¢0	
	HOURS @ "	\$ 122.00	SERVICE ELECTRICIAN	\$4,880	
	0 HOURS @ "	\$ 99.00	ELECTRICIAN	\$0	
	0 HOURS @ Straight			\$0	
TDECT INSTALLATION LA	MATERIAL TOTAL BOR COST - PER ATTACHED SHEETS				\$1
	ESCALATION(CONTINGENCY)	8%		\$14	
	MARKUP(INCLUDING USE TAX)	15%		\$23	
			V	\$0	
			0	\$0	
MATERIAL	misc materials			\$150	
QTY ELEC/TECH DWGS IS:	SUED:	0			
SPECS. ISSUED: SKETCHES ISSUED:	 n				
PLANS ISSUED:	n/a				
	completed for COT.				
DESCRIPTION.	etc. appropriately to bring the electrical		up to date label wise. Shaw will provide records of work		
DESCRIPTION:	Shaw will use the allotted hours to circu	it trace create u	pdated panel schedules and label electrical equipment, outlets,	SHAW QUOTE DATE:	6/12/20
DATED:	6/12/2023			SHAW REVISION #:	
QUOTE FOR:	CITY OF TROY XXXX			SHAW PROJECT #: SHAW MMS RFC #:	



CITY COUNCIL AGENDA ITEM

Date: July 30, 2024

To: Robert J. Bruner, Acting City Manager

From: Megan E. Schubert, Assistant City Manager

Rob Maleszyk, Chief Financial Officer

Dee Ann Irby, Controller

Brian Goul, Recreation Director

Dennis E. Trantham, Deputy Public Works Director

Emily Frontera, Purchasing Manager

Alex Bellak, Information Technology Director

Subject: Standard Purchasing Resolution: Oakland County Extended Purchasing Contracts –

TFAC Fiber Optic Installation Services

<u>History</u>

- The Troy Family Aquatic Center (TFAC) was built in 1991, at that time, computer connectivity for the TFAC to City Hall was achieved via buried AT&T telephone cabling.
- In 2013 the buried communication lines became erratic, and the city switched to a wireless point-to-point communication technology to supply network access to the TFAC building.
- As trees grew around the TFAC building, the point-to-point access became obstructed and under some circumstances unreliable.
- The City wishes to install a more reliable, higher bandwidth solution to connect TFAC to City systems by linking the TFAC building to the Skating Pavilion via fiber optic connectivity.

Purchasing

- Pricing for the Fiber Optic Installation at the Troy Family Aquatic Center has been secured from Shaw Systems of Southfield, MI through the Oakland County Extended Purchasing Contract #010460 as detailed in the attached proposal SCOT240604001 dated July 12, 2024.
- City Council authorized participation in the Cooperative Purchasing Programs on February 5, 2024 (Resolution #2024-02-031-J-5).

Financial

 Funds are budgeted and available in the Aquatic Center Capital Fund under Project Number 2024C0078 for the fiscal year 2025. Expenditures will be charged to account number 587.789.978.010.

Recommendation

City Management recommends awarding a contract for the TFAC Fiber Optic Installation Services to *Shaw Systems* of *Southfield, MI* for an estimated cost of \$32,196 for installation and hardware, as per the Oakland County Extended Cooperative Purchasing Contract #010460; not to exceed budgetary limitations.



Date: 7/12/2024 Proposal ID: SCOT240604001

TO: Alex Bellak City of Troy 4695 Rochester Road Troy, MI 48085 FROM: Eric J Peterson
PROJECT: COT TFAC / Pavilion Fiber

Shaw Service and Maintenance Contacts

Eric Peterson, Service Engineer

Direct (248) 228-2080 | (248)534-7602 | epeterson@shawsi.com

Dispatch

Direct (248) 228-2080 | service@shawsi.com

After Hours Emergency Number

(877) 370-7076

Service Email

service@shawsi.com

Included	Excluded		Included	Excluded	
		Sales & Use Tax			Payment & Performance Bonds
	\boxtimes	Electrical Permit Costs & Fees			Overtime Costs
	\boxtimes	Fire Division Inspection Fees		\boxtimes	Temperature Controls
	\boxtimes	Building Permit Fees		\boxtimes	Patching &/or repair of holes in walls or floors

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

SCOPE OF WORK:

Furnish and install (2) Pull-Point Hand Holes at locations stubbed up by City of Troy Water Dept.

Furnish and install (1) Maintenance Hand Hole at locations syubbed up by City of Troy Water Dept. near TFAC exterior wall

• Directional Boring and underground pathway provided by City of Troy

SHAW will provide (1) Exterior penetration into men's locker room area at TFAC

Furnish and install conduit between new penetration and existing ceiling pathway within TFAC for Fiber Protection

Furnish and install ~1,800' 6F OS2 IN/OUT TB RISER SLA PVC JKT Fiber between Pavilion MDF and TFAC MDF

Furnish and install (1) 18 Port Rack Mount Fiber enclosure at TFAC

Furnish and install Splice tray, cable assembly and fiber label kit within TFAC

Furnish and install 24" Fiber Optic Cable Management Loop near TFAC existing rack

SHAW will provide 30' of spare fiber at each rack for future service use

SHAW will provide 30' of spare fiber coiled in each of (2) Maintenance Hand Holes for future service use

SHAW will furnish and Terminate Fiber utilizing LC Connectors, Cassettes, Shrink Tubes, Pigtails and break out kits

SHAW will utilize fusion splicing for all terminations

SHAW will test and certify fiber, providing results to COT for records keeping

Existing Racks will be utilized at TFAC and Pavilion

MATERIAL: \$16,347.00 EQUIPMENT: \$1,194.00 LABOR: \$14,655.00

TOTAL OFFERING PRICE, NTE: \$32,196.00

EXCLUSIONS & ASSUMPTIONS:

All work to be performed during normal working hours Monday through Friday. Offer is written as Not To Exceed under Oakland County Contract Terms and Rates COT to provide GBIC adapters for connection to existing switch at TFAC

Peterson
Petersor

Shaw Service & Maintenance

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Standard Terms & Conditions

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

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

Bulletin Spreadsheet Sound & Comm/Limited Energy Jul 2018 - Jun 2019

PROJECT:	CITY OF TROY		SHAW PROJECT #:	SCOT24060400
QUOTE FOR:	Alex Bellak		SHAW MMS RFC #:	
DATED:	7/12/2024		SHAW REVISION #:	
DESCRIPTION:	PER PROVIDED SCOPE- Fiber between Pavilion and TFAC		SHAW QUOTE DATE:	7/12/202
PLANS ISSUED:	n/a			
SPECS. ISSUED:	"			
SKETCHES ISSUED: QTY ELEC/TECH DWGS I	" SSUED: 0			
ATERIAL	FIBER, TERMS AND HEAD END EQUIPMENT		\$3,212	
	Handhole / Maintenance Hole Material	0	\$9,300	
	Misc Materials, Conduit, Supports, Etc. (Estimated)	0	\$650	
			\$0	
	MARKUP(INCLUDING USE TAX) 15%		\$1,974	
	ESCALATION(CONTINGENCY) 8%		\$1,211	
	MATERIAL TOTAL			\$16,34
IKECT INSTALLATION L	ABOR COST - PER ATTACHED SHEETS 96 HOURS @ Straight \$ 88.00	COMMUNICATION TECHNICIAN	¢0 110	
	96 HOURS @ Straight \$ 88.00 40 HOURS @ " \$ 122.00	SERVICE ELECTRICAIN FOREMAN	\$8,448 \$4,880	
	0 HOURS @ "	SERVICE ELECTRICATA FOREMAN	ş т ,ооо \$0	
	0 HOURS @ Time & 1/2 \$ 112.00	COMMUNICATION TECHNICIAN	- \$0	
	0 HOURS @ " \$ 159.00	SERVICE ELECTRICAIN FOREMAN	\$0	
	0 HOURS @ "		<u> </u>	
	0 HOURS @ Double \$ 145.00	COMMUNICATION TECHNICIAN	\$ 0	
	0 HOURS @ " \$ 189.00	SERVICE ELECTRICAIN FOREMAN	\$0	
	0 HOURS @ "		\$0	
	IRECT LABOR HOURS (DETAILING, LOGISTICS) or PER			
1	0.9 HOURS @ Straight \$ 122.00	GENERAL/SOLE FOREMAN	\$1,327	
	0 HOURS @ " 0 HOURS @ Time & 1/2 \$ 108.00	CENEDAL (SOLE EODEMAN	_ \$0 - \$0	
	0 HOURS @ "	GENERAL/SOLE FOREMAN	\$0 \$0	
	0 HOURS @ Double \$ 136.00	GENERAL/SOLE FOREMAN	<u> </u>	
	0 HOURS @ "		\$0	
	0%	INCREASE RATES FOR NON DAY SHIFT/FUTURE RATES	\$0	
	LABOR TOTAL			\$14,65
JE EQUIPMENT - LARGE	OR SPECIAL TOOLING			
	EXCAVATOR/TRENCHING EQUIPMENT		\$0	
	RIGGING / HOISTING / LULL / FORKLIFT		\$0 +435	
	FLUKE CABLE/FIBER TESTER FUSION SPLICER		\$125 \$150	
	CORING		\$150 \$150	
	POWER LOGGER		\$130 \$0	
	PERMIT		\$0 \$0	
			\$0	
NGINEERING / DOCUME	NT MAINTENANCE			
	8 HOURS \$ 96.00	SERVICE ENGINEER/FIELD DETAIL/SURVEY	\$768	
	0 HOURS \$ 80.00	BIM COORDINATOR/PLOTS/DWGS	\$0	
	0 HOURS \$ 65.00	ADMINISTRATIVE ASSISTANT	\$0	
RECT JOB EXPENSES /	SMALL TOOLS / SAFETY / CONSUMMABLES / FIRST AID		±0	
	AS PERCENT @ 0.0%	OF LABOR ABOVE TOTAL	\$0 ¢0	
	or AS ITEMIZED ON THE DJE CHECKLIST SHEET (Page DIRECT JOB EXPENSES TOTAL	2 UI 2)	\$0	\$1,19
	DIRECT JOD EAFERGES TOTAL			\$32,19
	0%			\$52,13
JBCONTRACTORS	•			
			\$0	
	X		\$0	
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	^		\$0	
	x		<u> </u>	
	X SUBCONTRACTOR TOTAL		Ψ0	
	X SUBCONTRACTOR TOTAL FEE ON SUBS @ 5%			\$ \$
.M BOND / INSURANCE	X SUBCONTRACTOR TOTAL FEE ON SUBS @ 5%		40	



CITY COUNCIL AGENDA ITEM

Date: July 29, 2024

To: Robert J. Bruner, Acting City Manager

From: Megan E. Schubert, Assistant City Manager

Kurt Bovensiep, Public Works Director

G. Scott Finlay, City Engineer

Subject: Clinton River Watershed Council Membership Dues 2025

History

In 2001, the City of Troy resolved to become a local government member of the Clinton River Watershed Council (CRWC) to help meet the goal of protecting stormwater quality for the Clinton River Watershed (Resolution #2001-05-265). Our current contract expires September 30, 2024, the new 1 year extension agreement will run through September 30, 2025.

The City of Troy receives many benefits as a member of the CRWC, including advocacy, stormwater permit compliance assistance, annual reporting to the State of Michigan, stormwater education presentations and workshops, stream leaders K-12 education program, Adopt-A-Stream citizen science and stewardship, RiverSafe/LakeSafe homeowner education, fact sheets, articles, brochures, tip cards, dog waste, watershed friendly fertilizer sticker program and assistance with meeting the requirements of the National Pollutant Discharge Elimination System (NPDES) stormwater regulations.

Financial

The City of Troy budgets the annual membership dues for stormwater permit compliance in Drains and Administration account 101.445.516.958

Recommendation

City Staff recommends approval of the 1 year extension agreement for services and the payment of the CRWC annual dues of \$5,030.00.

City Attorney's Review as to Form and Leg	gality
Lori Grigg Bluhm, City Attorney	Date





June 21st, 2024

Scott Finlay, City Engineer City of Troy 500 W. Big Beaver Rd. Troy, MI, 48084

Dear Scott Finlay,

Thank you for your community's continued participation in the Clinton River Watershed Council's Stormwater Education Program. For over 20 years, CRWC's Stormwater Education Program has provided community programming focused on assisting local government members in meeting the requirements of the National Pollutant Discharge Elimination System (NPDES) stormwater regulations.

We are writing to provide you with an update on the program and contract timing through CRWC. We here at CRWC want to ensure the Stormwater Education Program is continuing to meet the needs of communities while adhering to the State of Michigan's requirements for the watershed-wide Public Education Plan. With this in mind, CRWC will take the remainder of 2024 to gather feedback from communities and stormwater representatives that will be utilized to refresh and update the program where needed. As part of this analysis, CRWC will also assess the costs associated with delivering these important services to inform the next contract cycle.

As a result of this analysis, CRWC will provide an updated contract and menu of services for review in the winter of 2025 with the new five (5) year contract period to start October 1, 2025.

Currently, your contract term for the Stormwater Education Program expires September 30, 2024. CRWC is offering a one (1) year extension to the current contract which would span October 1, 2024 through September 30, 2025. In order to keep pace with inflation, we have increased our fees by 5% in the extension.

The program will continue to offer high quality educational services:

- Stormwater Education presentations and workshops
- Stream Leaders k-12 educational program
- Adopt-A-Stream citizen science and stewardship program
- RiverSafe LakeSafe homeowner education program
- Keeping It Clean Weekly Clean and Clinton Cleanup
- Placemaking and GI implementation through our WaterTowns™ initiative
- Fact sheets, articles, brochures, tip cards, dog waste bags, and more.

We have attached the 1-year contract extension for the Stormwater Education Program for your review.













Please review the Contract Extension at your earliest convenience.

Signed extensions must be returned to CRWC no later than Friday August 30th, 2024. CRWC will invoice current clients for the upcoming contract period beginning the week of July 15th.

Extensions may be emailed to CRWC at contact@crwc.org or mailed to:

Clinton River Watershed Councill ATTN Kaleigh Snoddy 1115 West Avon Road Rochester Hills, MI 48309

If you should have questions, we are more than happy to schedule a time with you to discuss via phone or can be reached via email at iennifer@crwc.org or kaleigh@crwc.org.

We look forward to continuing to work with municipalities, school districts, and educational institutions to educate the public about their role in preventing stormwater pollution in the Clinton River watershed and Lake St. Clair.

Thank you for the continued opportunity to serve your community.

Sincerely.

Jennifer Hill

Executive Director

Kaleigh Snoddy

Education & Stewardship Manager

CC: finlaysg@troymi.gov





CONTRACT EXTENSION AGREEMENT BETWEEN CLINTON RIVER WATERSHED COUNCIL AND City of Troy

THIS AGREEMENT, made	and entered into on this day of, 2024, by
and between CLINTON RIVER WATER Troy (hereinafter "Client").	ATERSHED COUNCIL (hereinafter "Contractor") and City of
WHEREAS, Contractor and which was set to expire by its terms	Client are parties to an Agreement for Services ("AFS"), on September 30, 2024;
WHEREAS, under the AFS, relevant to stormwater and the Clinton	the Contractor provides public education services to the Clien River watershed; and
WHEREAS, the parties mut following modifications contained h	ually extended the AFS through September 30, 2025 with the nerein.
NOW, THEREFORE, the pa	arties agree as follows:
-	\$5030 in conjunction with the previous Scope of Services and ed payment terms and conditions.
2. The AFS shall	ll be extended through September 30, 2025.
IN WITNESS WHEREOF, the Contact date set forth in this Contract.	tractor and the Client execute this Contract Extension as of the
CLIENT	CLINTON RIVER WATERSHED COUNCIL
Name:	Jennifer Hill
Title:	Executive Director

AGREEMENT FOR SERVICES Stormwater Education for MS4 Stormwater Permit

THIS AGREEMENT entered into on this day, <u>SEPTEMBER</u> 9, 2019 by the City of Troy, hereinafter referred to as the "Client," and the Clinton River Watershed Council, hereinafter referred to as the "Contractor".

WHEREAS, the Client desires to engage the Contractor to provide public education services relevant to stormwater and the Clinton River watershed. Services include, but are not limited to stormwater, watersheds, watershed management, water conservation and usage, stormwater pollution, and water quality. Said services will fulfill the client's National Pollution Discharge Elimination System (NPDES) Stormwater Permit requirements for its Public Education Plan (PEP).

NOW, THEREFORE, in consideration of the foregoing, and of the mutual agreement hereinafter set forth, the parties hereby do agree for themselves and their respective successors and assigns as follows:

SECTION 1.0

EDUCATION SERVICES

The Contractor agrees to provide Client with Stormwater Public Education Services. Said services will fulfill MS4 Permit requirements (See PEP Narrative and Appendices).

SECTION 2.0

PAYMENT FOR SERVICES

- 2.1 Clinton River Watershed Council Membership Dues Clients are required to become and/or maintain a current membership of the Clinton River Watershed Council over the period of the contract and pay annual membership dues in addition to the annual contract fee. Dues will be billed separately.
- 2.2 Scope of Services In conjunction with the Scope of Services set forth in the PEP Narrative and Appendix A, the Contractor shall be paid the following:

FY 2020 (Oct. 1, 2019 - Sept. 30, 2020) - A lump sum not to exceed \$4410

FY 2021 (Oct. 1, 2020 - Sept. 30, 2021) - A lump sum not to exceed \$ 4500

FY 2022 (Oct. 1, 2021 - Sept. 30, 2022) - A lump sum not to exceed \$ 4590

FY 2023 (Oct. 1, 2022 - Sept. 30, 2023) - A lump sum not to exceed \$ 4690

FY 2024 (Oct. 1, 2023 - Sept. 30, 2024) - A lump sum not to exceed \$ 4790

For consecutive contract years, annual fees will increase a minimum of 2% per year. In all cases the fee will be rounded up to the nearest \$10 increment.

In the event there are changes to permit requirements that impact the level of service outlined in this contract, the contractor reserves the right to adjust fees to reflect these changes.

2.3 Terms of Payment - Compensation shall be paid in advance of work performed over the term of the contract. Invoices shall be paid within thirty (30) days after receipt of invoice by the Client.

SECTION 3.0 REPRESENTATION

It is understood and agreed that the Contractor's Executive Director will represent the Contractor in all matters pertaining to this agreement. The Contractor may employ additional personnel to assist in the execution of matters pertaining to this contract.

All materials prepared by the Contractor under this Agreement may be used by the Client for the purpose of providing public education services to the Client's residents. Said materials may be reproduced, distributed, and/or revised by the Client without permission from the Contractor. However, the Contractor appreciates acknowledgement for creation of original materials. The Contractor shall retain ownership of the original materials and reserves the right to reproduce, distribute, and/or revise the materials for other purposes deemed relevant by the Contractor.

SECTION 5.0

LIMITATION OF LIABILITY

The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damages and losses arising from the negligent acts, errors or omissions of the Contractor in the performance of professional services under this Agreement, to the extent that the Contractor is responsible for such damages and losses on a comparative basis of fault and responsibility between the Contractor and the Client. The Contractor is not obligated to indemnify the Client for the Client's own negligence.

SECTION 6.0

TERMS OF AGREEMENT

The term of this Agreement shall begin October 1, 2019 and shall continue for a period of five (5) years ending September 30, 2024. Should the client choose to lengthen the agreement a written and signed notice must be sent to: Executive Director CRWC 1115 W. Avon Rd Rochester Hills MI 48309.

The Agreement may be terminated by either the Client or Contractor individually or jointly upon ninety (90) days written notice. Client notice to be sent to: Executive Director CRWC 1115 W. Avon Rd Rochester Hills MI 48309. Termination notice shall be sent via certified mail return receipt requested.

IN WITNESS WHEREOF, the Contractor and the Client execute this Agreement as of the date first set forth in this Agreement.

Name: Dane M. Slater	MALLEN DUZZON Name: M. Aileen Dickson
Title:	City Clerk Title:
CONTRACTOR	WITNESS
Name: Anne Brasie	Name: Kathleen Sexton
& Evec Director	Program Manager
Title: Executive Director	Title: Program Manager $^{ extstyle heta}$

ADDENDUM - SCOPE OF SERVICES CLINTON RIVER WATERSHED COUNCIL MS4 Permit SERVICES

Task 1. Community Consultation-The contractor will:

- A. Prepare for and attend consultations with the Client's staff relevant to public education, materials and programs, critical audiences, and available communication mechanisms. At least one staff member will serve as the Contractor's primary contact. Said individual(s) shall serve as a community liaison for public outreach and communication to promote the programming outlined below over the term of the agreement.
- B. Serve as a resource for general and specific concerns regarding public education services referenced within the terms of this contract.
- C. Continue to support Clients that are covered under the MS4 Stormwater permit by providing consultation when necessary and an annual PEP Report to the Client and a biennial report to the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

Task 2. Community Education-The contractor will:

- A. Provide a combination of workshop and presentations for a minimum of (12) (2 per subwatershed) throughout the watershed as requested.
 - a. <u>Stormwater Presentations</u> targeted at audiences within the Client's subwatershed. Topics shall include, but are not limited to, watershed stewardship, storm drainage systems and waterways, reporting of illicit discharges, animal waste disposal, common home and yard pollutants, waste disposal, lawn care and pesticide use, septic system maintenance, benefits of green infrastructure and low impact development, riparian land management, and watershed studies. Presentations for a wide variety of audiences will be used as an introduction to current issues related to stormwater pollution.
 - b. Stormwater Workshops are more specific in nature and will cover issues relevant to stormwater in depth. Workshops are designed to help residents and communities implement strategies that control stormwater pollution. Workshops will provide hands on opportunities to explore best management techniques such as how to design a rain garden or protect and enhance a riparian buffer. Target audience includes local citizens, municipal employees, elected and appointed officials and municipal contractors.
- B. Facilitate Riversafe Lakesafe Program This program is a public education campaign to raise awareness and recognize those who incorporate practices which help to keep our freshwater resources clean and healthy. The program educates on how they can adapt their regular household tasks indoors and outdoors in a way that protects water quality in the Clinton River watershed.
- C. Facilitate Watershed Friendly Fertilizer Sticker Program- This point of sale retail program will work with local retailers to label fertilizer to encourage citizens to choose watershed friendly products.
- D. Engage k-12 students through various in-classroom presentations, and watershed programs including: Michigan Green Schools, Stream Leaders, and the Clinton River and Lake St. Clair Water Festivals. Topics to include: watershed stewardship, storm drainage systems and waterways, human impact, healthy ecosystem biological, physical and chemical traits, and water conservation
- E. Engage and collaborate with client and local government to promote and facilitate CRWC's WaterTowns™ place making initiative focused on connecting communities to their waterways through education, green stormwater infrastructure, history, art, and ecology.

Task 3. Community Stewardship-The contractor will

- A. Coordinate the Adopt-A-Stream Program
 - a. Facilitate (6) stream side training sessions each year (one per subwatershed) as well as (2) classroom-based bug identification courses. This introductory workshop will begin indoors and continue streamside to educate residents about procedures for physical stream inventory and macroinvertebrate sampling, with an emphasis on understanding and assessing the impacts of stormwater runoff on river ecosystems. In addition (2) classroom-based bug identification courses will be offered.
 - b. Assist training session participants in forming volunteer teams, identifying water quality monitoring sites within the subwatershed, coordinating monitoring days, and collecting results.
 - c. Purchase and maintain stream monitoring equipment for volunteer use.
- B. Coordinate and facilitate the Keeping it Clean Program This program engages volunteers in various cleanup events.
 - a. Facilitate Weekly Clean 36 weeks a year
 - b. Facilitate Clinton Cleanup every September

Task 4. Quarterly Stormwater Management Forums-The contractor will:

- A. Plan, promote, and host quarterly stormwater management forums.
- B. Recruit experts in stormwater management to present.
- C. Invite the client and other watershed stakeholders to share information and discuss relevant topics, techniques, and technology in stormwater management.

Task 5. Informational Resources-The contractor will:

- A. Maintain Web site pages related to stormwater education and watershed management, while providing basic information about stormwater pollution, subwatersheds, and events of interest. A link to the Client's own Web site will be granted upon request.
- B. Assist the Client in promoting other Contractor programs, such as Stream Leaders, River Day, Clinton Cleanup, and the Client's stewardship programs in general. Emphasis at such events is centered on public education and watershed awareness.
- C. Provide the Client with content for a minimum of four (4) newsletter articles per year on seasonal topics, through monthly Stormwater Monday newsletter. Assist the Client in locating and modifying additional print education materials as needed.
- D. Distribute educational materials that will help residents understand stormwater pollution and how to implement practices that protect water quality.
- E. Distribute pet waste bags to client for use in dog parks and community events upon request.
- F. Make available for local cable channels the opportunity to film and then broadcast CRWC workshops and presentations within the local communities.

Task 6. Watershed Planning-The contractor will provide:

- A. Assistance in conceptualizing potential storm water management projects.
- B. Landscape conceptual design and consultation for green Infrastructure and storm water management projects.
- C. Site development and/or construction oversight assistance for public landscape, green infrastructure implementation and paddling access for water trails.
- D. Site plan review and comment.

Task 7. Evaluation and Reporting-The contractor will:

- A. Track and compile all information regarding PEP activities within the watershed facilitated by CRWC, and Macomb and Oakland Counties on a biannual basis.
- B. Evaluate CRWC PEP activities and citizen awareness and implementation of Best Management Practices using surveys.
- C. Submit on behalf of the Client a biennial PEP report to the Michigan Department of Environment, Great Lakes, and Energy and provide the Client with a copy of the report.
- D. Attend any audit meetings required by the Michigan Department of Environment, Great Lakes, and Energy and provide documentation to support Clients compliance with the permit requirements.



CITY OF TROY OAKLAND COUNTY, MICHIGAN RESOLUTION

At a Regular meeting of the Troy City Council held on Monday, September 9, 2019, the following Resolution was passed:

J-7 Clinton River Watershed Council Membership Dues 2019-2024

Resolution #2019-09-104-J-7 Moved by Henderson Seconded by Pennington

RESOLVED, That Troy City Council hereby **APPROVES** the Agreement for Services between the City of Troy and the Clinton River Watershed Council for stormwater education for MS4 stormwater permit, and **AUTHORIZES** the Mayor and City Clerk to execute the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: All-7 No: None

MOTION CARRIED

I, M. Aileen Dickson, duly appointed City Clerk of the City of Troy; do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Troy City Council at a Regular Meeting duly called and held on Monday, the Ninth day of September, 2019.

M. Aileen Dickson, MMC, CMMC

City Clerk



CITY COUNCIL AGENDA ITEM

Date: August 5, 2024

To: Troy City Council

From: Robert Bruner, Acting City Manager

Lori Grigg Bluhm, City Attorney

Megan E. Schubert, Assistant City Manager Robert Maleszyk, Chief Financial Officer

Dee Anne Irby, Controller G. Scott Finlay, City Engineer

Larysa Figol, Sr. Right-of-Way Representative

Subject: Request for Authorization to Make an Unconditioned Offer to Purchase

Property, Rochester Road, Barclay to Trinway, Project No. 02.206.5,

Parcel #110, Flagstar Bank, FSB, Sidwell #88-20-10-477-038, and a Request

to Institute Court Action if Necessary

History

The plans for the federally funded Rochester Road (Barclay to Trinway) project require the acquisition of some right of way of private property owned by Flagstar Bank, FSB, parcel #88-20-10-477-049. The Engineering department has hired an independent appraiser, who has valued the right of way and site improvements at \$128,303.00. The property owner was given a written purchase offer for this amount.

As with any federally funded road project, there are tight time frames. As a result, although there have been discussions with the property owner, this may be a situation where condemnation proceedings are necessary to acquire the right of way needed for the Rochester Road improvement.

Financial

An appraisal report was prepared by Michael Kurschat, ASA, M.S.F., MAI, a State of Michigan Certified General Real Estate Appraiser. The report was reviewed by Andrew Boettcher, MBA, a State of Michigan Certified General Real Estate Appraiser. Eighty percent of this cost will be reimbursed from federal funds. The City of Troy share is available in the 2024 Capital Projects Fund, Project Code 2022CG0002, Account #401.449.202.989.022065-Public Works Construction Rochester from Barclay to Trinway.

Recommendation

City staff recommends that City Council authorize an unconditioned offer in the amount of \$128,303.00, plus closing costs not to exceed \$10,000.

Staff also requests that City Council authorize the City Attorney to institute a condemnation lawsuit if necessary and to expend any needed funds to acquire the right of way. In order to proceed with the process of condemnation, City Council will need to pass a resolution that declares that the eminent domain or condemnation action is for the Rochester Road Improvement project (Barclay to Trinway), which is a public purpose, and within the scope of the City's powers.

Proposed resolutions are attached for your consideration.

CITY OF TROY AGREEMENT TO PURCHASE REALTY FOR PUBLIC PURPOSES

The CITY OF TROY, a Michigan municipal corporation (the "Buyer"), agrees to purchase from Flagstar Bank, FSB, a federally chartered bank (the "Sellers"), the following described premises (the "Property"):

SEE DESCRIPTIONS OF RIGHT OF WAY ACQUISITION ON ATTACHED EXHIBITS "A" AND "B"

for a public project within the City of Troy and to pay the sum of <u>One Hundred Twenty-Eight Thousand</u>, <u>Three Hundred and Three and 00/100 dollars (\$128,303.00)</u> under the following terms and conditions:

- 1. Seller shall assist Buyer in obtaining all releases necessary to remove all encumbrances from the property so as to vest a marketable title in Buyer.
- 2. Seller shall pay all taxes, prorated to the date of closing, including all special assessments, now due or which may become a lien on the property prior to the conveyance.
- 3. Seller shall deliver the Warranty Deed upon payment of the purchase money by check drawn upon the account of the City of Troy.
- 4. Buyer shall, at its own expense, provide title insurance information, and the Seller shall disclose any encumbrances against the property.
- 5. This Agreement is binding upon the parties and closing shall occur within ninety (90) days of the date that all liens have been released and encumbrances have been extinguished to the satisfaction of the Buyer, unless extended by agreement of the parties in writing. It is further understood and agreed that this period of time is for the preparation and authorization of purchase money.
- 6. Buyer shall notify the Seller immediately of any deficiencies encumbering marketable title, and Seller shall then proceed to remove the deficiencies. If the Seller fails to remove the deficiencies in marketable title to Buyer's approval, the Buyer shall have the option of proceeding under the terms of this Agreement to take title in a deficient condition or to render the Agreement null and void, and any deposit tendered to the Seller shall be returned immediately to the Buyer upon demand.
- 7. The City of Troy's sum paid for the property being acquired represents the property being free of all environmental contamination. Although the City of Troy will not withhold or place in escrow any portion of this sum, the City reserves its rights to bring Federal and/or State and/or local cost recovery actions against the present owners and any other potentially responsible parties, arising out of a release of hazardous substances at the property.
- 8. Seller grants to Buyer temporary possession and use of the property commencing on this date and continuing to the date of closing in order that the Buyer may proceed with the public project.

9.	Additional conditions, if any:

SELLER HEREBY ACKNOWLEDGES THAT NO PROMISES WERE MADE EXCEPT AS CONTAINED IN THIS AGREEMENT.

IN WITNESS WHEREOF, theday of	undersigned hereunto affixed their signatures th , A.D. 2024.
In presence of:	CITY OF TROY, a Michigan municipal corporation (BUYER)
	*Patricia A. Petitto Right of Way Consultant
	SELLERS:
	*
	+

RIGHT OF WAY ACQUISITION AND UTILITY EASEMENT

EXHIBIT "A" PARCEL 110

DESCRIPTION TAKEN FROM OAKLAND COUNTY RECORDS.

PARENT PROPERTY DESCRIPTION

PARCEL ID: 20-10-477-038

PART OF SOUTHEAST 1/4 OF SECTION 10, T.2N., R.11E., CITY OF TROY, OAKLAND COUNTY, MICHIGAN:

THE EAST 124 FEET OF LOT 1 EXCEPT THE SOUTH 27 FEET TAKEN FOR ROAD; ALSO THE EAST 124 FEET OF THE SOUTH 58 FEET OF LOT 2 EXCEPT THAT PART OF EACH TAKEN FOR HIGHWAY; ALL IN CRYSTAL SPRINGS SUB, AS RECORDED IN LIBER 28, PAGE 23, OAKLAND COUNTY RECORDS.

SUBJECT TO RESERVATIONS, RESTRICTIONS AND EASEMENTS OF RECORD, IF ANY.

DESCRIPTION OF RIGHT OF WAY ACQUISITION

THE EAST 20.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

PART OF SOUTHEAST 1/4 OF SECTION 10, T.2N., R.11E., CITY OF TROY, OAKLAND COUNTY, MICHIGAN:

THE EAST 124 FEET OF LOT 1 EXCEPT THE SOUTH 27 FEET TAKEN FOR ROAD; ALSO THE EAST 124 FEET OF THE SOUTH 58 FEET OF LOT 2 EXCEPT THAT PART OF EACH TAKEN FOR HIGHWAY; ALL IN CRYSTAL SPRINGS SUB, AS RECORDED IN LIBER 28, PAGE 23, OAKLAND COUNTY RECORDS.

SAID ACQUISITION CONTAINS 3,260 SQUARE FEET, OR 0.07 ACRES, MORE OR LESS.

JOB NO 20160715 DATE 01/16/23



555 HULET DRIVE BLOOMFIELD HILLS, MICH.

P.O. BOX 824 PHONE: (248) 454-6300

FAX (1st. Floor): (248) 454-6312 FAX (2nd. Floor): (248) 454-6359 WEB SITE: www.hrcengr.com

SHEET NO

2 OF

0

RIGHT OF WAY ACQUISITION AND TEMPORARY EASEMENT **EXHIBIT "B"** PARCEL 110 MEADOWBROOK PLAZA 885 ROCHESTER ROAD 20-10-477-049 102.00' LINE OF SECTION 10 "CRYSTAL SPRINGS O.C.R. WALK 00 CONC. LOT 2 ROCHESTER ROAD 163. (VARIABLE R/W) 999 PLATTED LOT LINE 5017 ROCHESTER ROAD 0 423 FLAGSTAR BANK FSB 0 0 L. 5003, 7512, 63.00 **EAST** R.O.W. 55.00 20.00 20' WD. RIGHT O₽ 33.00 SIDEWALK/PUBLIC UTIL. ESMT.-L. 23829, P. 128 WAY ACQUISITION Н \odot T 102.00 LONG LAKE ROAD (VARIABLE R/W) LEGEND: TOTAL PROPERTY = 16,626 SQ. FT. RIGHT OF WAY ACQUISITION = 3,260 SQ. FT. REMAINDER = 13,366 FT. RIGHT OF WAY ACQUISITION

JOB NO. 20160715 DATE 01/16/23

HUBBELL, ROTH & CLARK, INC CONSULTING ENGINEERS SINCE 1915 555 HULET DRIVE BLOOMFIELD HILLS, MICH. P.O. BOX 824

PHONE: (248) 454-6300 FAX (1st. Floor): (248) 454-6312 FAX (2nd. Floor): (248) 454-6359 WEB SITE: www.hrcengr.com

SHEET NO.

2

2 OF

CITY COUNCIL AGENDA ITEM

Date: August 5, 2024

To: Troy City Council

From: Robert Bruner, Acting City Manager

Lori Grigg Bluhm, City Attorney

Megan E. Schubert, Assistant City Manager Robert Maleszyk, Chief Financial Officer

Dee Anne Irby, Controller G. Scott Finlay, City Engineer

Larysa Figol, Sr. Right-of-Way Representative

Subject: Request for Authorization to make Unconditioned Offer to Purchase Property,

Rochester Road, Barclay to Trinway, Project No. 02.206.5, Parcel #111, KJ Property Group, LLC, Sidwell #88-20-10-477-049, and a Request to Institute

Court Action if Necessary

History

The plans for the federally funded Rochester Road (Barclay to Trinway) project require the acquisition of some right of way of private property owned by KJ Property Group, LLC., parcel #88-20-10-477-049. The Engineering department hired an independent appraiser, who has valued the right of way and site improvements at \$324,324.00. The property owner was given a written purchase offer for this amount.

As with any federally funded road project, there are tight time frames. As a result, although there have been discussions with the property owner, this may be a situation where condemnation proceedings are necessary to acquire the right of way needed for the Rochester Road improvement.

Financial

An appraisal report was prepared by Michael Kurschat, ASA, M.S.F., MAI, a State of Michigan Certified General Real Estate Appraiser. The report was reviewed by Andrew Boettcher, MBA, a State of Michigan Certified General Real Estate Appraiser. Eighty percent of this cost will be reimbursed from federal funds. The City of Troy share is available in the 2024 Capital Projects Fund, Project Code 2022CG0002, Account #401.449.202.989.022065-Public Works Construction Rochester from Barclay to Trinway.

Recommendation

City staff recommends that City Council authorize an unconditioned offer in the amount of \$324,324.00, plus closing costs not to exceed \$10,000.

Staff also requests that City Council authorize the City Attorney to institute a condemnation lawsuit if necessary and to expend any needed funds to acquire the right of way. In order to proceed with the process of condemnation, City Council will need to pass a resolution that declares that the eminent domain or condemnation action is for the Rochester Road Improvement project (Barclay to Trinway), which is a public purpose, and within the scope of the City's powers.

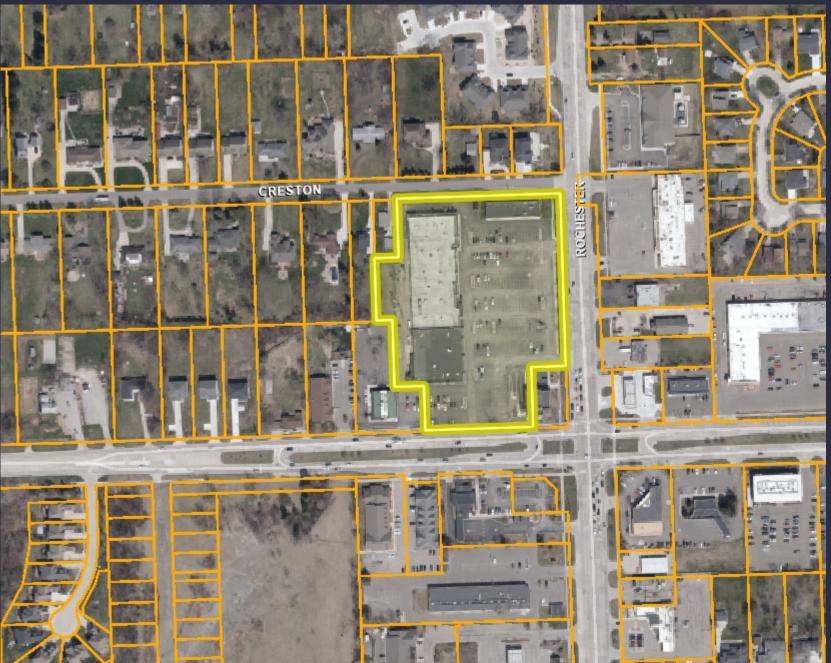
Proposed resolutions are attached for your consideration.



GIS Online

Legend:

Tax Parcel



Notes:

Rochester Road, Barclay to Trinway #02.206.5 Parcel #111 KJ Property Group, LLC #88-20-10-477-049

Map Scale: 1=356 Created: August 5, 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.

CITY OF TROY AGREEMENT TO PURCHASE REALTY FOR PUBLIC PURPOSES

The CITY OF TROY, a Michigan municipal corporation (the "Buyer"), agrees to purchase from KJ Property Group, LLC, a Michigan Limited Liability Company (the "Sellers"), the following described premises (the "Property"):

SEE DESCRIPTIONS OF RIGHT OF WAY ACQUISITION ON ATTACHED EXHIBITS "A" AND "B"

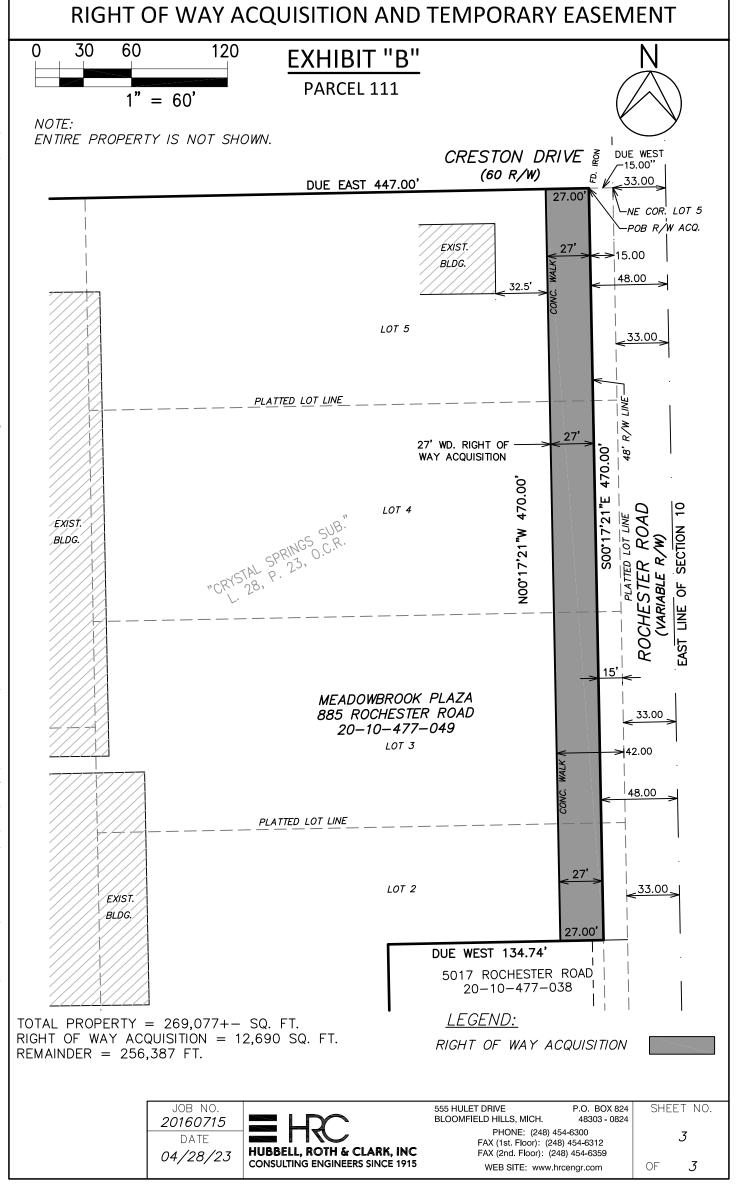
for a public project within the City of Troy and to pay the sum of <u>Three Hundred Twenty-Four Thousand</u>, <u>Three Hundred</u>, <u>Twenty-Four and 00/100 dollars (\$324,324)</u> under the following terms and conditions:

- 1. Seller shall assist Buyer in obtaining all releases necessary to remove all encumbrances from the property so as to vest a marketable title in Buyer.
- 2. Seller shall pay all taxes, prorated to the date of closing, including all special assessments, now due or which may become a lien on the property prior to the conveyance.
- 3. Seller shall deliver the Warranty Deed upon payment of the purchase money by check drawn upon the account of the City of Troy.
- 4. Buyer shall, at its own expense, provide title insurance information, and the Seller shall disclose any encumbrances against the property.
- 5. This Agreement is binding upon the parties and closing shall occur within ninety (90) days of the date that all liens have been released and encumbrances have been extinguished to the satisfaction of the Buyer, unless extended by agreement of the parties in writing. It is further understood and agreed that this period of time is for the preparation and authorization of purchase money.
- 6. Buyer shall notify the Seller immediately of any deficiencies encumbering marketable title, and Seller shall then proceed to remove the deficiencies. If the Seller fails to remove the deficiencies in marketable title to Buyer's approval, the Buyer shall have the option of proceeding under the terms of this Agreement to take title in a deficient condition or to render the Agreement null and void, and any deposit tendered to the Seller shall be returned immediately to the Buyer upon demand.
- 7. The City of Troy's sum paid for the property being acquired represents the property being free of all environmental contamination. Although the City of Troy will not withhold or place in escrow any portion of this sum, the City reserves its rights to bring Federal and/or State and/or local cost recovery actions against the present owners and any other potentially responsible parties, arising out of a release of hazardous substances at the property.
- 8. Seller grants to Buyer temporary possession and use of the property commencing on this date and continuing to the date of closing in order that the Buyer may proceed with the public project.

9.	Additional conditions, if any:

SELLER HEREBY ACKNOWLEDGES THAT NO PROMISES WERE MADE EXCEPT AS CONTAINED IN THIS AGREEMENT.

IN WITNESS WHEREOF, theday of,	undersigned hereunto affixed their signatures this A.D. 2024.
In presence of:	CITY OF TROY, a Michigan municipal corporation (BUYER)
	*Patricia A. Petitto Right of Way Consultant
	SELLERS: KJ Property Group, LLC, a Michigan Limited Liability Company
	*Hank Goswami
	*Jamana Goswami



RIGHT OF WAY ACQUISITION AND UTILITY EASEMENT

EXHIBIT "A" PARCEL 111

DESCRIPTION TAKEN SUPPLIED TITLE WORK, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NUMBER 2208648 AND DATED JUNE 24, 2022.

PARENT PROPERTY DESCRIPTION

PARCEL ID: 20-10-477-049

PROPERTY LOCATED IN THE CITY OF TROY, COUNTY OF OAKLAND, STATE OF MICHIGAN

LOT 1, CRYSTAL SPRINGS SUBDIVISION, AS RECORDED IN LIBER 28, PAGE 23 OF PLATS, OAKLAND COUNTY RECORDS, EXCEPT EAST 124 FEET, ALSO LOT 2, EXCEPT EAST 124 FEET OF SOUTH 58 FEET, ALSO EXCEPT THAT PART TAKEN FOR HIGHWAY, ALSO ALL OF LOTS 3, 4 AND 5, EXCEPT THAT PART TAKEN FOR HIGHWAY, ALSO EAST 1/2 OF LOT 33, EXCEPT NORTH 160 FEET, ALSO ALL OF LOT 34, ALSO LOT 35 EXCEPT WEST 58 FEET OF SOUTH 148 FEET, ALSO EAST 22.23 FEET OF NORTH 182.57 FEET OF LOT 36, EXCLUDING FROM THE ABOVE LAND, THE FOLLOWING EXCEPTED PARCELS:

EXCEPTION NO. I: THE SOUTH 7 FEET OF LOTS 1 AND 35 TAKEN FOR ROAD PURPOSES AS EVIDENCED BY INSTRUMENT RECORDED IN LIBER 7471, PAGE 254, OAKLAND COUNTY RECORDS.

EXCEPTION NO. 2: THE EAST 15 FEET OF THE LAND TAKEN FOR ROAD PURPOSES AS EVIDENCED BY INSTRUMENT RECORDED IN LIBER 5003, PAGE 300, OAKLAND COUNTY RECORDS.

EXCEPTION NO. 3: THE NORTH 20 FEET OF THE SOUTH 27 FEET TAKEN FOR LONG LAKE PHASE II IMPROVEMENT-PROJECT, AS EVIDENCED BY DECLARATION OF TAKING RECORDED IN LIBER 23839, PAGE 128. OAKLAND COUNTY RECORDS.

EXCEPTION NO. 4: PART OF LOTS 1 AND 3, "CRYSTAL SPRINGS SUBDIVISION", A PART OF THE SOUTHEAST OF SECTION 10, TOWN 2 NORTH, RANGE II EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN. AS RECORDED IN LIBER 28, PAGE 23 OF THE OAKLAND COUNTY RECORDS, IS DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 AS PLATTED; THENCE DUE WEST, 124.00 FEET ALONG THE SOUTH LINE OF LAT I TO THE POINT OF BEGINNING; THENCE DUE NORTH, 190.00 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 11 SECONDS WEST, MEASURED (DUE WEST, RECORD), 25.74 FEET; THENCE SOUTH 00 DEGREES 27 MINUTES 12 SECONDS EAST, 190.01 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES I 1 SECONDS EAST, MEASURED (DUE EAST, RECORD), 24.24 FEET TO THE POINT OF BEGINNING, EXCEPT A CITY OF TROY ACQUISITION OF 7 FEET ALONG THE. SOUTH LINE OF THE PROPERTY AS RECORDED IN LIBER 7512, PAGE 423, OAKLAND COUNTY RECORDS. -ABOVE

PARCELS CAN ALSO BE DESCRIBED AS:

A PARCEL OF LAND CONSISTING OF PART OF LOTS .1 THROUGH 5 AND PART OF LOTS 30 THROUGH 36 OF "CRYSTAL SPRINGS SUBDIVISION", PART OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 2 NORTH, RANGE 11 EAST, TROY TOWNSHIP (NOW THE CITY OF TROY), OAKLAND COUNTY, MICHIGAN IS DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF LOT 5, CRYSTAL SPRINGS SUBDIVISION; THENCE DUE WEST, 15.00 FEET TO A POINT ON THE FORTY-EIGHT FOOT (48') RIGHT OF WAY LINE OF ROCHESTER ROAD AND THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 00 DEGREES 17 MINUTES 21 EAST 470.00 FEET; THENCE DUE WEST, 134.74 FEET; THENCE SOUTH 00 DEGREES 44 MINUTES 33 SECONDS EAST. 163.01 FEET TO A POINT ON THE NORTHERLY SIXTY FOOT (60') RIGHT OF WAY LINE OF LONG LAKE ROAD; THENCE ALONG SAID RIGHT OF WAY LINE DUE WEST, 255.55 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 21 SECONDS WEST, 121.00 FEET THENCE SOUTH 89 DEGREES 35 MINUTES 34 SECONDS WEST, 80.23 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 21 SECONDS WEST, 182.57 FEET TO A POINT ON THE NORTH LINE OF LOT 36; THENCE ALONG SAID LINE DUE WEST, 43.77 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 21 SECONDS WEST, 170.00 FEET; THENCE DUE EAST, 66.00 FEET TO A POINT ON THE EAST LINE OF LOT 33; THENCE ALONG SAID LINE NORTH 00 DEGREES 17 MINUTES 21 SECONDS WEST, 160.00 FEET TO A POINT ON THE SOUTH LINE OF CRESTON AVENUE; THENCE ALONG SAID LINE DUE EAST 447.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO RESERVATIONS, RESTRICTIONS AND EASEMENTS OF RECORD, IF ANY.

JOB NO. 20160715 DATE 04/28/23



555 HULET DRIVE BLOOMFIELD HILLS, MICH.

P.O. BOX 824 H. 48303 - 0824 48) 454-6300 : (248) 454-6312

PHONE: (248) 454-6300 FAX (1st. Floor): (248) 454-6312 FAX (2nd. Floor): (248) 454-6359 WEB SITE: www.hrcengr.com SHEET NO.

1

OF **3**

RIGHT OF WAY ACQUISITION AND UTILITY EASEMENT

EXHIBIT "B" PARCEL 111

DESCRIPTION OF RIGHT OF WAY ACQUISITION

PART OF SOUTHEAST 1/4 OF SECTION 10, T.2N., R.11E., CITY OF TROY, OAKLAND COUNTY, MICHIGAN:

A PARCEL OF LAND CONSISTING OF PART OF LOTS 2 THROUGH 5 OF "CRYSTAL SPRINGS SUBDIVISION", **DESCRIBED AS:**

COMMENCING AT THE NORTHEAST CORNER OF LOT 5, CRYSTAL SPRINGS SUBDIVISION; THENCE DUE WEST, 15.00 FEET TO A POINT ON THE FORTY-EIGHT FOOT (48') RIGHT OF WAY LINE OF ROCHESTER ROAD AND THE POINT OF BEGINNING; THENCE ALONG SAID 48' RIGHT OF WAY LINE SOUTH 00 DEGREES 17 MINUTES 21 EAST 470.00 FEET; THENCE DUE WEST, 27.00 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 21 SECONDS EAST 470.00 FEET ALONG A LINE WHICH IS PARALLEL TO THE SAID 48' RIGHT OF WAY LINE; THENCE DUE EAST 27.00 FEET TO THE POINT OF BEGINNING.

SAID ACQUISITION CONTAINS 12,690 SQUARE FEET, OR 0.29 ACRES, MORE OR LESS.

JOB NO 20160715 DATE 04/28/23



555 HULET DRIVE BLOOMFIELD HILLS, MICH.

P.O. BOX 824 PHONE: (248) 454-6300

FAX (1st. Floor): (248) 454-6312 FAX (2nd. Floor): (248) 454-6359 WEB SITE: www.hrcengr.com

2

SHEET NO.

3 OF



CITY COUNCIL AGENDA ITEM

Date: July 30, 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 for Acceptance of a Permanent Easement from Troy KS Development,

LLC, Sidwell #88-20-28-103-004

<u>History</u>

As part of the continued redevelopment and improvement of the southeast corner of Livernois and Crooks roads, the City of Troy received a permanent easement for stormwater sewers from Troy KS Development, LLC, owner of the property having Sidwell #88-20-28-103-004.

The existing building at 2690 Crooks Road is undergoing extensive renovation for proposed multi-family apartments. New utility plans require additional storm sewers to extend to a connection on the property to the north of the apartment parcel. Troy Planning Commission approved this project at their March 14, 2023 meeting.

Financial

The consideration amount on this document is \$1.00.

Recommendation

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



GIS Online

Legend:



Notes:

Troy KD Development, LLC Stormwater Sewer Easement #88-20-28-103-004

Map Scale: 1=356 Created: July 30, 2024



PERMANENT EASEMENT FOR STORMWATER SEWERS

- 103 -00 إ Sidwell #88-20-28-101-047 (pt)

Troy KS Development, LLC, a Michigan limited liability company, Grantor, whose address is 4036 Telegraph Road, Suite 201, Bloomfield Hills, MI 48302 for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the CITY OF TROY, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, MI, 48084 grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge, remove or replace **stormwater sewers**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

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

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

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

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

IN WITNESS WHEREOF, the undersigned hereunto affixed 1 signature(s) this

Troy KS Development, LLC, a Michigan limited liability company

day of June A.D. 2024.

a Michigan infined liability company

*Jordan Jorna Its: Manager

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this day of June, 2024, by Jordan Jonna, Manager of Troy KS Development, LLC, a Michigan limited liability company on behalf of the company.

FLORA PETROUS Notary Public, State of Michigan County of Oakland

My Commission Expires 07

Notary Public,

County, Michigan

Acting in the County of

My Commission Expires_ Acting in____

_County, Michigan

(L.S.)

Prepared by:

Larysa Figol, SR/WA

City of Troy

500 W. Big Beaver Road

Troy, MI 48084

Return to:

City Clerk

City of Troy

500 W. Big Beaver Road

EXHIBIT "A"

PROPERTY DESCRIPTION (20-28-101-003): THE LAND SITUATED IN THE CITY OF TROY, COUNTY OF OAKLAND, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

THE EAST 484 FEET OF THE WEST 544 FEET OF THE SOUTH 400 FEET OF THE NORTH 1/2 OF THE NORTHWEST 1/4 CORNER OF SECTION 28, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN.

LDZ -OBUL

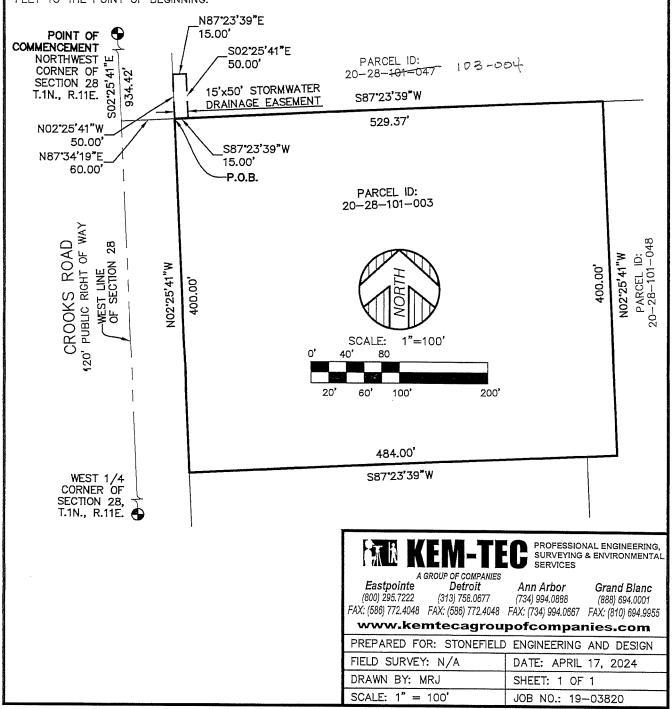
PROPERTY DESCRIPTION (20-28-101-047):
THE LAND SITUATED IN THE CITY OF TROY, COUNTY OF OAKLAND, STATE OF MICHIGAN, IS DESCRIBED AS

A PART OF THE NORTHWEST 1/4 OF SECTION 28, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON THE EAST LINE OF CROOKS ROAD (120 FEET WIDE) DISTANT SOUTH 02 DEGREES 25 MINUTES 41 SECONDS EAST 626.91 FEET AND NORTH 87 DEGREES 34 MINUTES 19 SECONDS EAST 60.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 528.89 FEET; THENCE SOUTH 02 DEGREES 31 MINUTES 05 SECONDS EAST 306.70 FEET; THENCE SOUTH 87 DEGREES 23 MINUTES 39 SECONDS WEST 529.37 FEET TO A POINT ON THE EAST LINE OF CROOKS ROAD; THENCE ALONG SAID EAST LINE OF CROOKS ROAD NORTH 02 DEGREES 25 MINUTES 41 SECONDS WEST 307.51 FEET TO THE POINT OF BEGINNING.

EASEMENT DESCRIPTION:

A 15'x50' STORMWATER DRAINAGE EASEMENT SITUATED IN THE CITY OF TROY, COUNTY OF OAKLAND, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

A PART OF THE NORTHWEST 1/4 OF SECTION 28, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON THE EAST LINE OF CROOKS ROAD (120 FEET WIDE) DISTANT SOUTH 02 DEGREES 25 MINUTES 41 SECONDS EAST 934.42 FEET AND NORTH 87 DEGREES 34 MINUTES 19 SECONDS EAST 60.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 02 DEGREES 25 MINUTES 41 SECONDS WEST, ALONG THE EAST LINE OF SAID CROOKS ROAD, 50.00 FEET; THENCE NORTH 87 DEGREES 23 MINUTES 39 SECONDS EAST, 15.00 FEET; THENCE SOUTH 02 DEGREES 25 MINUTES 41 SECONDS EAST, 50.00 FEET; THENCE SOUTH 87 DEGREES 23 MINUTES 39 SECONDS WEST, 15.00 FEET TO THE POINT OF BEGINNING.





CITY COUNCIL AGENDA ITEM

Date: July 23, 2024

To: Robert J. Bruner, Acting City Manager

From: Megan E. Schubert, Assistant City Manager

G. Scott Finlay, City Engineer

Larysa Figol, Sr. Right-of-Way Representative

Subject: Request for Acceptance of a Quit Claim Deed, Pearl Estates Detention

Basin, Sidwell #88-20-12-476-060

<u>History</u>

Constructed as part of the Pearl Estates Site Condominium, the City received a Quit Claim Deed for the existing detention pond from Fazal Khan Investments, LLC, owner of the property having Sidwell #88-20-12-476-060.

The parcel is located in the southeast ¼ of Section 12 on Dequindre, north of Long Lake Road.

Financial

The consideration amount on this document is \$1.00.

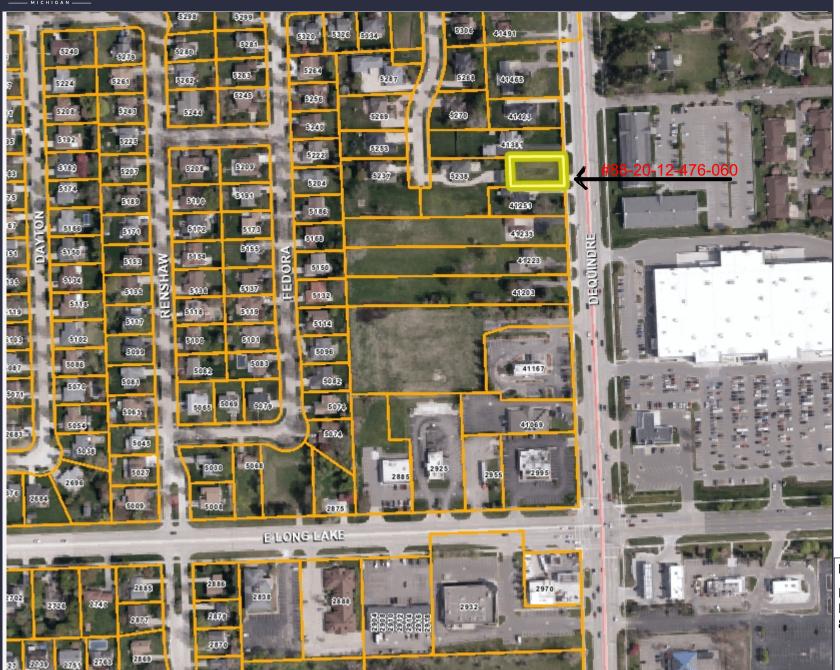
Recommendation

City Management recommends that City Council accept the attached quit claim deed for detention purposes.



GIS Online

Legend:



Notes:

Fazal Khan Investments, LLC Pearl Estates Detention 88-20-12-476-060

Map Scale: 1=356 Created: July 23, 2024



QUIT CLAIM DEED

Sidwell # 88-20-12-476-060 Resolution #

The Grantor(s), Fazal Khan Investments, LLC, a Michigan limited liability company, Grantor, whose address is 5036 windmill Troy MI 48085 quit claim(s) to the City of Troy, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan 48084, the following described premises situated in the City of Troy, County of Oakland and State of Michigan:

Part of Oakland County Condominium Plan No 1480, "Replat No. 1 of Pearl Estates Condominium", as recorded in Liber 39482, Page 743 of Oakland County, Michigan records, described as: Commencing at the Southeast Corner of Section 12, T2N-R11E; thence North 00 degrees 35 minutes 02 seconds West 1011.24 feet along the east line of Section 12 and centerline of Dequindre Road (60 Feet Half Width); thence North 88 degrees 26 minutes 20 seconds West 60.17 feet to the west right of way of Dequindre Road (60 Feet Half Width) to the Point of Beginning of said Detention Pond; thence South 00 degrees 35 minutes 59 seconds East, along the west right of way of Dequindre Road, 80.00 feet; thence North 88 degrees 25 minutes 30 seconds West, along the south line of said Pearl Estates Condominium,

Merissa Clark Notary Public - State of Michigan County of Macomb My Commission Expires April 25, 2029	MUNDA () * Notary Public, MCCOM b County, Michigan
The foregoing instrument was acknowledged before meaning that was acknowledged before meaning the company of the company on behalf of the company of the com	this $\frac{33}{2024}$ day of $\frac{3014}{2024}$, 2024 by of Fazal Khan Investments, LLC, a pany.
STATE OF Michigan COUNTY OF Oakland)	By Mashaellean * Majib Khan Its: Authorized agent
	Fazal Khan Investments, LLC, a Michigan limited liability company
Dated this 23^{Rd} day of 301 , 2024.	
For the sum of One Dollar (\$ 1.00)	
146.61 feet to the southeast corner of Unit 3 of sa 59 seconds West 79.96 feet to the northeast of seconds East, along the north line of said Pearl E containing 0.269 acres more or less.	aid Pearl Estates; thence North 00 degrees 35 minutes aid Unit 3; thence South 88 degrees 26 minutes 20 Estates, 146.61 feet to the Point of Beginning,

Acting in the County of Cakland

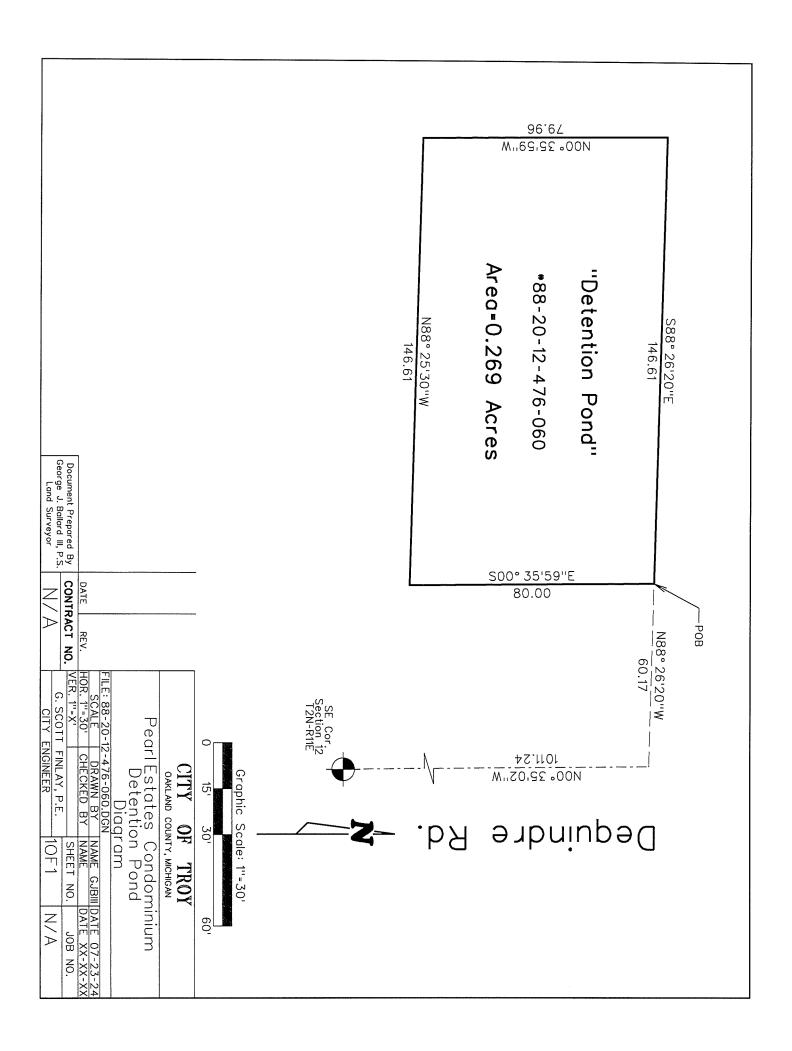
My commission expires: APR 25, 2011
Acting in Oakland County, Michigan

County Treasurer's Certificate		City Treasurer's Certificate	
When recorded return to: City Clerk City of Troy 500 West Big Beaver Troy, MI 48084	Send subsequent Grantee	t tax bills to:	Drafted by: City of Troy 500 West Big Beaver Troy, MI 48084

Tax Parcel # 88-20-12-476-060

Recording Fee

Transfer Tax





CITY COUNCIL AGENDA ITEM

Date: July 30, 2024

To: Robert J. Bruner, Acting City Manager

From: Megan E. Schubert, Assistant City Manager

G. Scott Finlay, City Engineer

Larysa Figol, Sr. Right-of-Way Representative

Subject: Request for Acceptance of Four Permanent Easements from Oresti Kitsios,

Jorgo Jani, and EDC Ventures, Sidwell #88-20-27-178-015 & -016

<u>History</u>

As part of the redevelopment of two residential properties zoned R-1E, One Family Residential, the City of Troy received four permanent easements for storm sewers and surface drainage, and sidewalks from Orest Kitsios, Jorgo Jani, and EDC Ventures doing business as Centurion Building Company, owners of the properties having Sidwell #88-20-27-178-015 & -016. The properties are located in the northwest ½ of Section 27, on Starr Drive.

Financial

The consideration amount on each document is \$1.00.

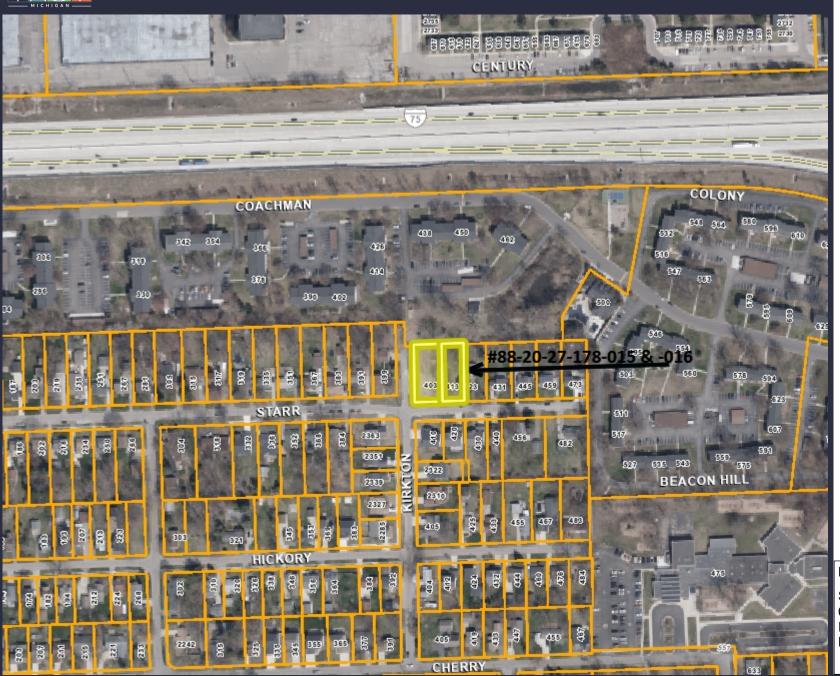
Recommendation

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



GIS Online





Notes:

Sidwell #88-20-27-178-015 & 016
Permanent Easements
Kitsios, Jani & EDC Ventures

Map Scale: 1=356 Created: August 6, 2024



PERMANENT EASEMENT FOR STORM SEWERS AND SURFACE DRAINAGE

Sidwell #88-20-27-178-015 (pt)

Oresti Kitsios, Jorgo Jani, and EDC Ventures, LLC, dba Centurion Building Company, Grantor(s), whose address is 508 Darbee Ct., Clawson, MI 48315, for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the CITY OF TROY, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grant(s) to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace storm sewers and surface drainage, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

THE NORTH 20 FEET OF:

LOT 116 EXCEPT THE EAST 42.0 FEET OF "GREENOUGH HEIGHTS SUBDIVISION", AS RECORDED IN L. 77, P. 14 O.C.R., CITY OF TROY, OAKLAND COUNTY, MICHIGAN.

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

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

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

IN WITNESS WHEREOF, the undersigned hereunto affixed ______ signature(s) this 24 day of July A.D. 2024.

*Oresti Kitsios

(L.S.

[Signatures Continue on Next Page]

EDC Ventures, LLC, dba Cent	urion Building
Company	
By / 1 / / /	(L.S.)
*Evan Carpenter	, ,
Its: Mamhar	

STATE OF MICHIGAN (COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____day of July, 2024, by Oresti Kitsios, Jorgo Jani and Evan Carpenter, Member of EDC Ventures, LLC, dba Centurion Building Company, on

behalf of the companies.

L FIGOL

NOTARY PUBLIC - STATE OF MICHIGAN

COUNTY OF OAKLAND

My Commission Expires March 02, 2031

Acting in the County of Carland

Notary Public, _____ County, Michigan
My Commission Expires____
Acting in ____ County, Michigan

Prepared by: Larysa Figol, SR/WA

City of Troy

500 W. Big Beaver Road

Troy, MI 48084

Return to: City Clerk
City of Troy

500 W. Big Beaver Road

PERMANENT EASEMENT FOR SIDEWALKS

Sidwell #88-20-27-178-015 (pt)

Oresti Kitsios, Jorgo Jani, and EDC Ventures, LLC, dba Centurion Building Company, Grantor(s), whose address is 508 Darbee Ct., Clawson, MI 48315, for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the CITY OF TROY, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grant(s) to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace sidewalks, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

THE SOUTH 5 FEET AND THE WEST 5 FEET OF:
LOT 116 EXCEPT THE EAST 42.0 FEET OF "GREENOUGH HEIGHTS SUBDIVISION", AS RECORDED IN L. 77, P. 14 O.C.R., CITY OF TROY, OAKLAND COUNTY, MICHIGAN.

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

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

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

IN WITNESS WHEREOF, the undersigned hereunto affixed _____ signature(s) this _____ day of July A.D. 2024.

*Oresti Kitsios

Jarga Jahi (L.S.

[Signatures Continue on Next Page]

EDC Ventures, LLC, dba Centurion Building

Company

STATE OF MICHIGAN COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this co day of July, 2024, by Oresti Kitsios, Jorgo Jani and Evan Carpenter, Member of EDC Ventures, LLC, dba Centurion Building Company, on

behalf of the companies.

L FIGOL NOTARY PUBLIC - STATE OF MICHIGAN COUNTY OF OAKLAND My Commission Expires March 02, 2031

Acting in the County of Oakland

Notary Public,

County, Michigan

(L.S.)

My Commission Expires_ Acting in_

County, Michigan

Prepared by: Larysa Figol, SR/WA

City of Troy

500 W. Big Beaver Road

Troy, MI 48084

Return to:

City Clerk

City of Troy

500 W. Big Beaver Road

PERMANENT EASEMENT FOR STORM SEWERS AND SURFACE DRAINAGE

Sidwell #88-20-27-178-016 (pt)

Oresti Kitsios, Jorgo Jani, and EDC Ventures, LLC, dba Centurion Building Company, Grantor(s), whose address is 508 Darbee Ct., Clawson, MI 48315, for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the CITY OF TROY, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grant(s) to the Grantee the right to access. construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace storm sewers and surface drainage, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

THE NORTH 20 FEET AND THE EAST 5 FEET OF: THE EAST 42.0 FEET OF LOT 116 AND THE WEST 18.0 FEET OF LOT 117 OF "GREENOUGH HEIGHTS SUBDIVISION", AS RECORDED IN L. 77, P. 14 O.C.R., CITY OF TROY, OAKLAND COUNTY, MICHIGAN.

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

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

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

IN WITNESS WHEREOF, the undersigned hereunto affixed _____ signature(s) this _____ day of July A.D. 2024.

By Meskis Kithing (L.S.)

*Oresti Kitsios Coup (L.S.)

*Jorda Jani

[Signatures Continue on Next Page]

EDC Ventures, LLC, dba Cen	turion Building
Company	
71///	
Ву	(L.S.)
*Evan Carpenter	,
Its: Member	

STATE OF MICHIGAN COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this day of July, 2024, by Oresti Kitsios, Jorgo Jani and Evan Carpenter, Member of EDC Ventures, LLC, dba Centurion Building Company, on

behalf of the companies.

L FIGOL

NOTARY PUBLIC - STATE OF MICHIGAN

COUNTY OF OAKLAND

My Commission Expires March 02, 2031

Acting in the County of Oakland

Notary Public, _____County, Michigan
My Commission Expires ____
Acting in ____County, Michigan

Prepared by: Larysa Figol, SR/WA

City of Troy

500 W. Big Beaver Road

Troy, MI 48084

Return to: City Clerk
City of Troy

500 W. Big Beaver Road

PERMANENT EASEMENT FOR SIDEWALKS

Sidwell #88-20-27-178-016 (pt)

Oresti Kitsios, Jorgo Jani, and EDC Ventures, LLC, dba Centurion Building Company, Grantor(s), whose address is 508 Darbee Ct., Clawson, MI 48315, for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the CITY OF TROY, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grant(s) to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace sidewalks, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

THE SOUTH 5 FEET OF:

THE EAST 42.0 FEET OF LOT 116 AND THE WEST 18.0 FEET OF LOT 117 OF "GREENOUGH HEIGHTS SUBDIVISION", AS RECORDED IN L. 77, P. 14 O.C.R., CITY OF TROY, OAKLAND COUNTY, MICHIGAN.

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

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

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

IN WITNESS WHEREOF, the undersigned hereunto affixed 3 signature(s) this 4 day of July A.D. 2024.

By Congo George (L.S.)

*Jorgo Jani

(L.S.)

[Signatures Continue on Next Page]

EDC Ventures, LLC, dba Centurion Building

Company

Its: Member

STATE OF MICHIGAN COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this day of July, 2024, by Oresti Kitsios, Jorgo Jani and Evan Carpenter, Member of EDC Ventures, LLC, dba Centurion Building Company, on

behalf of the companies.

L FIGOL NOTARY PUBLIC - STATE OF MICHIGAN COUNTY OF OAKLAND

My Commission Expires March 02, 2031 Acting in the County of Cakland

Notary Public,

County, Michigan

(L.S.)

My Commission Expires Acting in

County, Michigan

Prepared by: Larysa Figol, SR/WA

City of Troy

500 W. Big Beaver Road

Troy, MI 48084

Return to:

City Clerk

City of Troy

500 W. Big Beaver Road



CITY COUNCIL AGENDA ITEM

Date: July 24, 2024

To: Robert J. Bruner, Acting City Manager

From: Megan E. Schubert, Assistant City Manager

G. Scott Finlay, City Engineer

Larysa Figol, Sr. Right-of-Way Representative

Subject: Request for Acceptance of Two Permanent Easements from Ermal Shehi,

Sidwell #88-20-27-178-017

<u>History</u>

As part of the redevelopment of a residential property zoned R-1E, One Family Residential, the City of Troy received two permanent easements for storm sewers and surface drainage, and sidewalks from Ermal Shehi owner of the property having Sidwell #88-20-27-178-017. The property is located in the northwest ¼ of Section 27, on Starr Drive.

Financial

The consideration amount on each document is \$1.00.

Recommendation

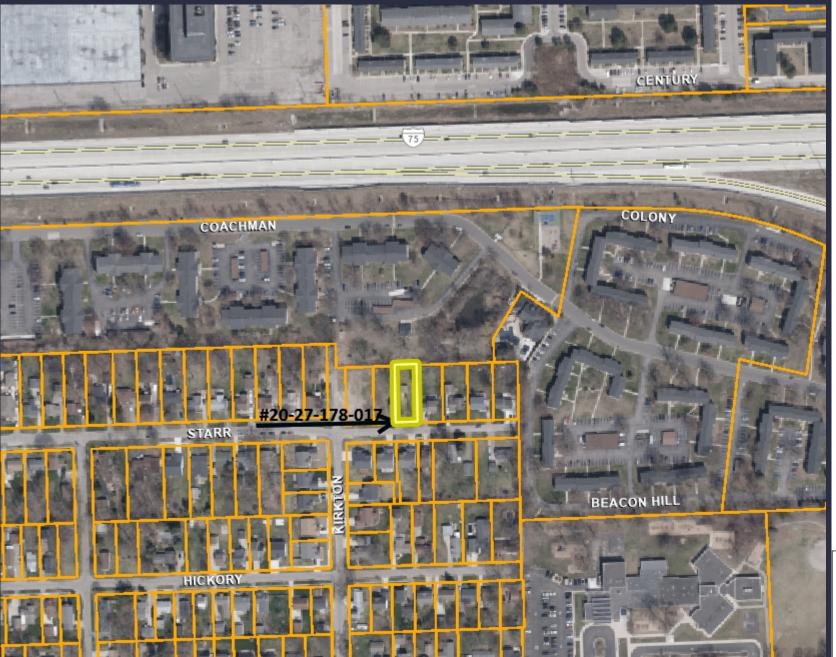
City Management recommends that City Council accept the attached permanent easements consistent with our policy of accepting easements for improvement and development purposes.



GIS Online

Legend:

Tax Parcel



Notes:

Map Scale: 1=356 Created: July 30, 2024



PERMANENT EASEMENT FOR STORM SEWERS AND SURFACE DRAINAGE

Sidwell #88-20-27-178-017 (pt)

Ermal Shehi, a married man, Grantor(s), whose address is 14226 Shadywood Drive, Sterling Heights, MI 48312, for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grant(s) to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **storm sewers and surface drainage**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

THE NORTH 20 FEET AND THE WEST 5 FEET OF:
THE EAST 60.0 FEET OF THE WEST 78.0 FEET OF LOT 117 OF "GREENOUGH HEIGHTS SUBDIVISION", AS RECORDED IN L. 77, P. 14 O.C.R., CITY OF TROY, OAKLAND COUNTY, MICHIGAN.

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

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

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

IN WITNESS WHEREOF, the undersigned hereunto affixed _____ signature(s) this ______day of July A.D. 2024.

By ______(L.S.)

STATE OF MICHIGAN)
COUNTY OF (OKIGNO)

The foregoing instrument was acknowledged before me this $\underline{\mathcal{IIL}}$ day of July, 2024, by Ermal Shehi, a married man.

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

Notary Public, Macomb County, Michigan My Commission Expires Aヤインらんり Acting in Oakland County, Michigan

Prepared by: Larysa Figol, SR/WA

City of Troy

500 W. Big Beaver Road

Troy, MI 48084

Return to:

City Clerk

City of Troy

500 W. Big Beaver Road

PERMANENT EASEMENT FOR SIDEWALKS

Sidwell #88-20-27-178-017 (pt)

Ermal Shehi, a married man, Grantor(s), whose address is 14226 Shadywood Drive, Sterling Heights, MI 48312, for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grant(s) to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **sidewalks**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

THE SOUTH 5 FEET OF:

THE EAST 60.0 FEET OF THE WEST 78.0 FEET OF LOT 117 OF "GREENOUGH HEIGHTS SUBDIVISION", AS RECORDED IN L. 77, P. 14 O.C.R., CITY OF TROY, OAKLAND COUNTY, MICHIGAN.

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

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

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

IN WITNESS WHEREOF, the undersigned hereunto affixed _____ signature(s) this $\underline{\partial 4^{1}}$ day of July A.D. 2024.

By ______(L.S.)

STATE OF MICHIGAN)
COUNTY OF OAKIAND)

The foregoing instrument was acknowledged before me this $\underline{\partial \mathcal{U}^{\dagger h}}$ day of July, 2024, by Ermal Shehi, a married man.

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

Notary Public, Mocomb County, Michigan My Commission Expires Arc 25,2021

Acting in Oakland County, Michigan

Prepared by: Larysa Figol, SR/WA

City of Troy

500 W. Big Beaver Road

Troy, MI 48084

Return to:

City Clerk

City of Troy

500 W. Big Beaver Road





CITY COUNCIL AGENDA ITEM

Date: August 7, 2024

To: Honorable Mayor and City Council Members

From: Lori Grigg Bluhm, City Attorney

Subject: Edward Ross v. City of Troy et. al

Attached please find a lawsuit filed by former volunteer firefighter Edward Ross against the City of Troy and individual City officers. This case was filed in the Federal District Court and assigned to Judge Brandy R. McMillion.

The complaint alleges that the City and/or individual City officials retaliated against Ross for exercising speech, which is protected by the First Amendment to the Constitution. More specifically, he challenges that his termination as a volunteer firefighter was based on an impermissible policy, and/or an impermissible animus that was triggered by his criticism of the City's actions concerning public safety. Plaintiff's civil rights complaint seeks economic and non-economic damages, punitive and exemplary damages, and reimbursement of Plaintiff's attorney fees, as well as any other relief the Court deems appropriate.

The proposed resolution authorizes our departmental representation of the City, and our insurance company, Michigan Municipal Risk Management Authority, will assign an attorney to represent the individual defendants, as requested. Please let me know if you have any questions or concerns.

STATE OF MICHIGAN IN THE UNITED STATES DISTRICT COURT EASTERN DISTRICT OF MICHIGAN

Plaintiff,

v. Case No: HON.

CITY OF TROY;

PETER HULLINGER, Individually and in his Official Capacity as the Troy Fire Department Fire Chief;

MARK MILLER, Individually and in his Official Capacity as the former Troy City Manager;

ROBERT BRUNER, Individually and in his Official Capacity as the former Assistant City Manager and Acting City Manager,

Defendants.

THE CORTESE LAW FIRM, PLC Nanette L. Cortese (P43049) Attorney for Plaintiff 30200 Telegraph Road, Suite 400 Bingham Farms, Michigan 48025 (248) 593-6933/fax (248) 593-7933 ncortese@thecorteselawfirm.com

PLAINTIFF'S COMPLAINT AND DEMAND FOR JURY TRIAL

NOW COMES the Plaintiff Edward Ross by and through his attorneys and hereby states as follows:

I. JURISDICTIONAL AVERMENTS

- 1. Plaintiff Edward Ross is a resident of the City of Troy, Michigan.
- 2. Upon information and belief, Defendant Peter Hullinger is a resident of the County of Oakland, State of Michigan and is being sued in his individual and official capacities.

- 3. Upon information and belief, Defendant Mark Miller is a resident of the County of Oakland, State of Michigan and is being sued in his individual and official capacities.
- 4. Upon information and belief, Defendant Robert Bruner is a resident of the County of Oakland, State of Michigan and is being sued in his individual and official capacities.
- 5. Defendant City of Troy is a governmental entity duly authorized to do business in the City of Troy, State of Michigan.
- 6. The events giving rise to this Cause of Action occurred in Oakland County, Michigan.
- 7. Plaintiff brings this action for damages arising out of 42 U.S.C. §1983 for violation of Plaintiff's First and Fourteenth Amendment rightswhich confers Federal question jurisdiction under 42 U.S.C. Sec. 1331.

II. FACTUAL ALLEGATIONS

- 8. Plaintiff Edward Ross is a resident of the City of Troy and has served as a Firefighter in the City of Troy from March 19, 2019 until May 1, 2024.
- 9. In January of 2023 the City of Troy announced to the Fire Department that they were closing down a prior retirement plan for firefighters. It was announced that the plan would be closed down within 90 days at the April 17, 2023 Troy City Council meeting.
- 10. Edward Ross started a slack channel for all Troy firefighters and retired firefighters.
- 11. Edward Ross spoke out regarding the abolishing of the old retirement plan and the instituting of a new plan via social media including on NextDoor and Facebook.
- 12. Edward Ross spoke at the April 17, 2023 Troy City Council meeting. The substance of Edward Ross' comments at the April 17, 2023 City Council meeting, regarding the abolishment of the old retirement plan and the instituting of a new one, consisted of comments criticizing the adoption of the new plan, including stating that the new plan would provide a fraction of the benefit of the old one. Edward Ross' comments also compared the retirement plan for the

Troy Fire Department to other cities plans and emphasized that (some) other Cities of comparable or less size provided better benefits to their firefighters. Edward Ross also stated that the new plan would create a retention problem for firefighters. Edward Ross emphasized that although the firefighters were "volunteers" they were on call over 5,200 hours a year and that they risked their lives. Edward Ross claimed that it was a lie that the new plan had been approved by the firefighters since it was not negotiated or approved.

- 13. Edward Ross accused the City Council of politicizing public safety and lacking the political courage to do the right thing. Edward Ross also stated that the City Council was afraid that someone was going to come along and run against them for City Council on a pro public safety message.
- 14. Edward Ross filed to run for Troy City Council in July 2023 and ran in the November 2023 election.
- 15. In the October 12, 2023 *Troy Times*, Edward Ross, in his campaign for City Council, was quoted as saying that his top goal if elected was to prioritize community safety. Edward Ross called out a shortage of police officers and stated, "We no longer have even a single dedicated ambulance to service our city. The city council's recent changes to the volunteer firefighters' incentive system have put our residents' safety at risk. We need to give our police pensions and address our shortage in dispatchers."
- 16. Edward Ross was out on a medical leave/leave of absence during his initial campaign for City Council in the November 2023 election.
- 17. Edward Ross was not one of the top vote getters in the November 2023 election and so was not elected to the Troy City Council.
- 18. On February 9, 2023 Edward Ross was quoted in an article in the Troy Times again critiquing the new retirement plan stating that previously a firefighter could earn about \$850 per year in

- retirement plus more money for every additional year beyond 10 years that was worked and would get that amount every year in retirement. Edward Ross stated that the old plan incentivized people to stay on longer in the department.
- 19. The February 9, 2023 article quoted Fire Chief Peter Hullinger as stating that he did not think that the changes would impede the Department's ability to operate.
- 20. Also, in the February 9, 2023 article Edward Ross stated, "This new (proposed) plan is so different from the old plan it's ridiculous."
- 21. In early 2023 Plaintiff Edward Ross posted on the City of Troy mayor's Facebook page, "I'd hate to see you coming up with a replacement plan that is magnitudes worse than what you have and gutting your fire department."
- 22. On January 18, 2023, Edward Ross was interviewed on The Guy Gordon Show. Edward stated that the firefighters will continue to do their job, but "will you have 100 firefighters next year or 30? Everyone has to make their own decisions."
- 23. "Edward Ross filed to run as a candidate for the Troy City Council on April 16, 2024 for an election to fill a vacancy.
- 24. On May 1, 2024 Edward Ross was informed by Peter Hullinger, Fire Chief for City of Troy, that his employment was being terminated as of May 1, 2024. This termination was in violation of Michigan Compiled Law §15.401 which protects the rights of a public employee running for election for a public office.
- 25. Edward Ross has heard from several members of the Fire Department that Chief Peter Hullinger was angry at him for the statements that he had made regarding the new retirement plan, statements that he made during his first campaign for City Council, and statements that he had made during his second, ongoing, campaign for City Council and that Chief Peter Hullinger was looking to terminate Eward Ross from the Troy Fire Department.

- 26. In the spring of 2023 when Edward Ross was running for City Council for the first time, he was called into a meeting by Phillip Thor, District Chief Station No. 5, the head of the Station that Edward Ross was assigned to. In this meeting, Edward Ross was required by Phillip Thor to read from the Ethics Policy for City of Troy employees. This was done because Edward Ross was running for City Council. The implication was that Edward Ross was acting unethically in regard to the statements that he was making. A notation was put in Guardian Tracking, the discipline tracking system that the City of Troy uses, that the discussion had taken place.
- 27. The City of Troy and Defendant Peter Hullinger had been placed on notice that a termination of Edward Ross would be in violation of State of Michigan law, specifically MCL §15.403(c), which provides that an employee of a political subdivision of the State of Michigan may become a candidate for a city office but may be required to request and take a leave of absence without pay.
- 28. Despite being on notice that terminating Edward Ross from his position at the City of Troy
 Fire Department would be in violation of his rights under Michigan state law, and his rights
 under the First Amendment to the United States Constitution, Defendants nonetheless
 proceeded with the termination of his employment.
- 29. All of the facts set forth above demonstrate the Defendants City of Troy, Peter Hullinger, Mark Miller, and Robert Bruner harbored an impermissible animus towards Plaintiff Edward Ross for his exercise of protected speech.
- 30. Defendant Mark Miller, who was then the City Manager for the City of Troy, created a new Rule after Edward Ross lost the election for City Council in November 2023. Troy Fire Department Policy 1003.4.2 Political Activity prohibits a public employee from filing or applying as a candidate to hold an elective City of Troy municipal office. This Policy was

- promulgated specifically to attempt to prevent Edward Ross from campaigning for City Council for a second time and being able to use his candidacy as a forum to make statements on matters of public interest including the retirement plan for the Fire Department.
- 31. Upon information and belief, the decisionmakers in deciding to terminate Edward Ross from his position with the Troy Fire Department were Peter Hullinger, Mark Miller, and Robert Bruner.

COUNT I – VIOLATION OF THE FIRST AND FOURTEENTH AMENDMENTS TO THE U.S. CONSTITUTION UNDER 42 U.S.C. §1983

- 32. Plaintiff reincorporates and realleges the above paragraphs as though fully stated herein.
- 33. The First Amendment to the United States Constitution protects a public employee's right to speak on matters of public concern and protects a public employee's right to political expression during his or her campaign.
- 34. As a member of the Troy Fire Department, Edward Ross spoke out about matters of public concern including regarding the Troy Fire Department both before and during his two campaigns for City Council.
- 35. As more fully set forth above Edward Ross commented on matters of public concern which could be viewed as critical of the City of Troy and as critical of the Fire Department under Chief Hullinger.
- 36. The actions taken by Defendants City of Troy, Peter Hullinger, Mark Miller, and Robert Brunerwould likely chill a person, including members of the Troy Fire Department, of ordinary firmness from exercising their rights under the First Amendment.
- 37. Plaintiff engaged in protected activity under the First Amendment to the United States

 Constitution in making comments on matters of public concern both prior to and during his

 campaigns for City Council.

- 38. All of the facts set forth above make it more plausible than not that the Defendants City of Troy, Peter Hullinger, Mark Miller, and Robert Bruner (in their personal and/or official capacity which may be further developed through discovery) retaliated against Edward Ross for exercising his rights under the First Amendment to the United States Constitution by ultimately terminating him from his position with the City of Troy Fire Department.
- 39. Defendants are not entitled to governmental immunity under State law since the allegations against them involve violations of the United States Constitution.
- 40. Defendants are not entitled to immunity under Federal law since the right to be free from retaliation for exercising rights under the First Amendment is a clearly established right.
- 41. Edward Ross' rights under the First Amendment have been made applicable to governmental units such as the City of Troy under 42 U.S.C. §1983.
- 42. Edward Ross was subject to retaliation including, but not necessarily limited to, the actions taken against him as more fully set forth above in violation of his rights under the First Amendment and/or Fourteenth Amendment based upon a policy, custom or practice by the City of Troy, as promulgated or adhered to by the individual Defendants in their capacities as high level decisionmakers for the City of Troy, to retaliate against Edward Ross for his exercise of his rights under the First Amendment under the United States Constitution.
- 43. As a result of Defendants' actions more fully set forth above Plaintiff has sustained damages, including, but not necessarily limited to, economic damages, non-economic damages, including damage to their reputations, emotional distress, mental distress, pain and suffering, as well as being entitled to exemplary and/or punitive damages.

WHEREFORE Plaintiff Edward Ross respectfully requests this Honorable Court award him all damages allowed under the law, including, but not necessarily limited to, damages for economic

losses, non-economic losses, exemplary damages, punitive damages, as well as costs, interests, and attorney's fees.

Respectfully submitted, THE CORTESE LAW FIRM, PLC

/s/Nanette L. Cortese

Nanette L. Cortese (P-43049) Attorney for Plaintiff 30200 Telegraph Road, Suite 400 Bingham Farms, MI 48025 (248) 593-6933/fax (248) 593-7933 ncortese@thecorteselawfirm.com

Dated: July 9, 2024

STATE OF MICHIGAN IN THE UNITED STATES DISTRICT COURT EASTERN DISTRICT OF MICHIGAN

ED	WΑ	RD	RO	SS.

Plaintiff,

v. Case No: HON.

CITY OF TROY;

PETER HULLINGER, Individually and in his Official Capacity as the Troy Fire Department Fire Chief;

MARK MILLER, Individually and in his Official Capacity as the former Troy City Manager;

ROBERT BRUNER, Individually and in his Official Capacity as the former Assistant City Manager and Acting City Manager,

Defendants.

THE CORTESE LAW FIRM, PLC Nanette L. Cortese (P43049) Attorney for Plaintiff 30200 Telegraph Road, Suite 400 Bingham Farms, Michigan 48025 (248) 593-6933/fax (248) 593-7933 ncortese@thecorteselawfirm.com

JURY DEMAND

NOW COMES Plaintiff Edward Ross, by and through his attorneys, The Cortese Law Firm,

PLC, and hereby respectfully demands a trial by jury on all issues allowed by law.

Respectfully submitted, THE CORTESE LAW FIRM, PLC

/s/Nanette L. Cortese

Nanette L. Cortese (P-43049) Attorney for Plaintiff 30200 Telegraph Road, Suite 400 Bingham Farms, MI 48025 (248) 593-6933/fax (248) 593-7933 ncortese@thecorteselawfirm.com

Dated: July 3, 2024

CITY COUNCIL AGENDA ITEM

Date: August 8, 2024

To: Robert J. Bruner, Acting City Manager

From: Megan E. Schubert, Assistant City Manager

M. Aileen Dickson, City Clerk

Subject: Request for Recognition as a Nonprofit Organization from Community Housing Network

History

Attached is a request from Community Housing Network seeking recognition as a nonprofit organization for the purpose of obtaining a charitable gaming license for fundraising purposes.

Financial

There are no financial considerations associated with this item.

Recommendation

It has been City Management's practice to support the approval of such requests.



June 7th, 2024

Mayor Ethan Baker Troy City Council 500 W. Big Beaver Rd. Troy, MI 48084

Dear Mayor Baker and Members of the City Council,

I hope this letter finds you well. I am writing to you on behalf of Community Housing Network (CHN) to formally request a charitable gaming license. As a Board Member of this esteemed organization, I would like to provide an overview of our mission, our impact, and the significance of this request in supporting our ongoing efforts to serve the community.

Community Housing Network is dedicated to providing homes for people in need through a range of proven strategies, including homelessness prevention, housing assistance, development of affordable housing, community education, and advocacy. Since our inception, CHN has been a beacon of hope and stability for countless individuals and families who face housing insecurity.

Our comprehensive approach involves:

- Homelessness Prevention: We offer critical support services that prevent individuals
 and families from becoming homeless. This includes financial assistance, counseling,
 and other resources to ensure stable housing.
- 2. **Housing Assistance**: We assist individuals in finding and maintaining safe, affordable housing. Our team works tirelessly to match clients with appropriate housing solutions that meet their needs.
- 3. Development of Affordable Housing: We are committed to increasing the availability of affordable housing through the development of new units and the rehabilitation of existing properties. This effort helps to ensure that more community members have access to quality, affordable homes.
- 4. Community Education: We provide educational programs that raise awareness about housing issues and empower individuals with the knowledge they need to advocate for themselves and their communities.
- 5. **Advocacy**: We engage in policy advocacy to promote systemic changes that address the root causes of homelessness and housing instability. Our goal is to create a more equitable housing landscape for all.

The acquisition of a charitable gaming license would significantly enhance our fundraising capabilities, allowing us to generate additional revenue to support and expand our programs. The funds raised through charitable gaming activities would be directly reinvested into our services, ensuring that we can continue to meet the growing needs of our community.









We are committed to conducting these activities with the highest level of integrity and transparency, ensuring compliance with all regulatory requirements. Our goal is to leverage this opportunity to strengthen our financial foundation, thereby enabling us to serve more individuals and families in need.

We kindly request your favorable consideration of our application for a charitable gaming license. Your support would make a tremendous difference in our ability to provide critical housing services to those who need them most.

Thank you for your time and attention to this matter. We look forward to the opportunity to further discuss our request and answer any questions you may have.

Sincerely,

Bill Robinson

Community Housing Network, Board Chair

wrobinson@attorneys-title.com

248-331-7310

For more information about Community Housing Network and our programs, please visit our website at https://communityhousingnetwork.org.

Community Housing Network 5505 Corporate Drive, Ste. 300 Troy, MI 48098









LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(K)(ii))

At a	meeting of the rownship, city, or village council/board
REGULAR OR SPECIAL	TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD
called to order by	on
	DATE
at a.m./p.m. the follow	wing resolution was offered:
Moved by	and supported by
that the request from	ofOf
county of	, asking that they be recognized as a
nonprofit organization operating in the c	community for the purpose of obtaining charitable
APPROVAL	DISAPPROVAL
Yeas:	Yeas:
Nays:	Nays:
Absent:	Absent:
	rue and complete copy of a resolution offered and at a REGULAR OR SPECIAL
TOWNSHIP, CITY, OR VILLAGE C	OUNCIL/BOARD REGULAR OR SPECIAL
meeting held on	•
DATE	
SIGNED:	TOWNSHIP, CITY, OR VILLAGE CLERK
	PRINTED NAME AND TITLE
	ADDRESS

COMPLETION: Required. PENALTY: Possible denial of application.



020691.276425.456835.15973 1 AB 0.419 530

COMMUNITY HOUSING NETWORK INC 5505 CORPORATE DR 300 TROY MI 48098

020691

CUT OUT AND RETURN THE VOUCHER IMMEDIATELY BELOW IF YOU ONLY HAVE AN INQUIRY. DO NOT USE IF YOU ARE MAKING A PAYMENT.

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT, EVEN IF YOU ALSO HAVE AN INQUIRY.

The IRS address must appear in the window. 0248230137

BODCD-TE

Use for inquiries only

Letter Number: Letter Date : LTR4168C 2020-10-09

Tax Period

000000

COMMUNITY HOUSING NETWORK INC 5505 CORPORATE DR 300 TROY MI 48098

INTERNAL REVENUE SERVICE P.O. Box 2508 Cincinnati OH 45201

383372734 NB COMM OD 2 000000 670 0000000000

The IRS address must appear in the window. 0248230137

BODCD-TE

Use for payments

Letter Number: LTR4168C Letter Date : 2020-10-09

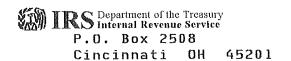
Tax Period : 000000

383372734

COMMUNITY HOUSING NETWORK INC 5505 CORPORATE DR 300 TROY MI 48098

INTERNAL REVENUE SERVICE

OGDEN UT 84201-0102



In reply refer to: 0248230137 Oct. 09, 2020 LTR 4168C 0 38-3372734 000000 00

00013792

BODC: TE

COMMUNITY HOUSING NETWORK INC 5505 CORPORATE DR 300 TROY MI 48098



020691

Employer ID number: 38-3372734

Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated Sep. 30, 2020, about your tax-exempt status.

We issued you a determination letter in March 2001, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c) (3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

0248230137 Oct. 09, 2020 LTR 4168C 0 38-3372734 000000 00 00013793

COMMUNITY HOUSING NETWORK INC 5505 CORPORATE DR 300 TROY MI 48098

local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,

Warren Burton

Warren R. Burton, Operations Mgr Accounts Management Operations 1 INTERNAL REVENUE SERVICE P. O. BOX 2508 CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 0 9 2004

COMMUNITY HOUSING NETWORK INC 570KIRTS BLVD STE 231 TROY, MI 48084-0000 Employer Identification Number: 38-3372734

DLN: 17053347719003

Contact Person: ERIC J BERTELSEN ID# 31323

Contact Telephone Number: (877) 829-5500

Public Charity Status: 170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated March 2001, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity during an advance ruling period.

Based on our records and on the information you submitted, we are pleased to confirm that you are exempt under section 501(c)(3) of the Code, and you are classified as a public charity under the Code section listed in the heading of this letter.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading between 8:00 a.m. - 6:30 p.m. Eastern time.

Please keep this letter in your permanent records.

Sincerely yours,

Lois G. Lerner

Director, Exempt Organizations

Rulings and Agreements

Letter 1050 (DO/CG)

EBCENTUE

FEB 1 1 2004

	URA HUNS	S, SECURITIES & (BULATORY AFFA ICENSING BURE	
ate Received	A	C1	(FOR BUREAU US	SE ONLY)	
SEP 2	2 2021 St. da	nis document is effective on t ubsequent effective date with ate is stated in the document.	in 90 days after received		-4 5450/657 4 80/68/51
ame effrey S. Kragt				Chi.	o:1 24796823-1 09/20/21 460 Amt: \$10.00 2836269
dress 0 W. University	Dr., Ste. 200				FILED
у		State	ZIP Code		CED OF 2004
ochester		МІ	48307	EFFECTIVE DATE:	SEP 27 2021
Document w If left bla	rill be returned nk, document v	to the name and address y will be returned to the regis	ou enter above. Stered office.		ADMINISTRATOR CORPORATIONS DIVIS
		(Please read information	estic Profit and Non ation and instructions o	profit Corporations on the last page)	
		Act 284, Public Acts of ed corporation executes			lic Acts of 1982 (nonprofit
2. The identificat	tion number a	assigned by the Bureau	is: 800836269		
3. Article		of the Articles of In	corporation is hereb	y amended to read as	follows:
		of the Articles of In	corporation is hereb	y amended to read as	follows:
		of the Articles of In	corporation is hereb	y amended to read as	follows:
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		of the Articles of In	corporation is hereb	y amended to read as	follows:
		of the Articles of In	corporation is hereb	y amended to read as	follows



COMPLETE ONLY ONE OF THE FOLLOWING:

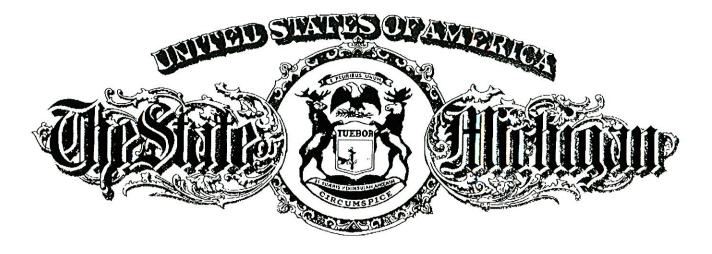
The foregoing amendment to the Articles of Incorporation	was duly adopted on the day of
	· · · · · · · · · · · · · · · · · · ·
incorporator(s) before the first meeting of the Board of Di	with the provisions of the Act by the unanimous consent of rectors or Trustees.
Signed this	day of ,
	,,
(Signature)	(Signature)
(Type or Print Name)	(Type or Print Name)
(Type or Print Name)	(Type of Pfint Name)
(Signature)	(Signature)
<u> </u>	
(Type or Print Name)	(Type or Print Name)
day of	by the (about one of the following)
•	, ,, by the. (check one of the following)
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6. Nonpro	ofit corporation only	/: Member, sh	areholder, or bo	ard approval		
The f	oregoing amendmen	t to the Articles	of Incorporation	was duly adopted on the	الو ^۳ day of	
	SEPTEMBER	2021	by the (check	one of the following)		
Membe	er or shareholder ap	proval for nor	iprofit corporati	ons organized on a meml	bership or share bas	is
	members or shareho	lders at a meeti	ng in accordance	with Section 611(3) of the	Act.	•
	required by statute in shareholders who ha	accordance wi	th Section 407(1) ed in writing has	ir proxies having not less the and (2) of the Act. Writter been given. (Note: Writter only if such provision appe	n notice to members or n consent by less than	r all of the
	written consent of all accordance with Sec			their proxies entitled to vote	e in	
Directo	ors (Only if the Artic	les state that t	the corporation	is organized on a directo	rship basis)	
	directors at a meeting	in accordance	with Section 611	(3) of the Act.		
√ v	written consent of all	directors pursua	ant to Section 52	5 of the Act.	•	·
			Nonprofit	Corporations		
	Signed this	16th	day of	SEPTEMBER		
	Bv ∫ M a	usigned by: IFC Craig 3EDD9F2F94BC.(Signat	ure of an officer)			
	MARC CR			PRESIDENT		
	(Ту	pe or Print Name)		(Type or F	rint Title)	
				<u>-</u>	· · · · · · · · · · · · · · · · · ·	

ATTACHMENT A ARTICLE II

The purpose or purposes for which the corporation is organized are:

- A. The Corporation is organized to develop and manage housing and facilitating housing opportunity for any one or more of the following classes of persons: (i) persons with disabilities, (ii) persons of low income, and (iii) persons of low and moderate income.
- B. The Corporation is organized exclusively for charitable purposes and for the purpose of receiving and administering funds for the purposes set forth in Section 501(c)(3) of Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law) (the "Code"), including the making of distributions to organizations that qualify as exempt under Code Section 501(c)(3). The purposes of the Corporation shall include, but not necessarily be limited to, benefiting the community by promoting education and lessening the burdens of government.
- C. The Corporation, including all its activities incident to its purposes, shall at all times conduct its affairs so as to be an organization described in Code Section 501(c)(3). The Corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Code Section 501(c)(3), (b) by a corporation, contributions to which are deductible under Code Section 170(c)(2), or (c) by a non-profit corporation organized under the laws of the State of Michigan pursuant to the provisions of Act 162, Public Acts of 1982, as amended.
- D. The Corporation will provide decent affordable housing for persons of low and moderate income.





This is to Certify that the annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 2nd day of March, 2016

Julia Dale, Acting Director
Corporations, Securities & Commercial Licensing Bureau

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MICHIGAN DEPARTMENT OF COMMERCE - CO	DRPORATION AND SECURITIES BUREAU
Date Received	(FOR BUREAU USE ONLY)
OCT 2 - 1997	
001 2 1001	
	_
	FILED
MCCULLOCH, PEW, MAYETTE & COMPANY, P.C.	OCT 0 3 1997
Address	Administrator
26862 WOODWARD AVENUE, SUITE 200	MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU
City State ZIP Code ROYAL OAK MI 48067	
Document will be returned to the name and address you enter ab	EFFECTIVE DATE:
ARTICLES OF INC For use by Domestic Non	1.
Pursuant to the provisions of Act 162, Public Acts of 1982, Articles:	nstructions on last page) t, the undersigned corporation executes the following .
Pursuant to the provisions of Act 162, Public Acts of 1982, Articles:	
Pursuant to the provisions of Act 162, Public Acts of 1982, Articles: ARTICLE I The name of the corporation is:	
Pursuant to the provisions of Act 162, Public Acts of 1982, Articles: ARTICLE I The name of the corporation is: COMMUNITY HOUSING NETWORK, INC.	, the undersigned corporation executes the following
Pursuant to the provisions of Act 162, Public Acts of 1982, Articles: ARTICLE I The name of the corporation is: COMMUNITY HOUSING NETWORK, INC.	the undersigned corporation executes the following dare: WG FOR OCCUPANCY BY THE
Pursuant to the provisions of Act 162, Public Acts of 1982, Articles: ARTICLE I The name of the corporation is: COMMUNITY HOUSING NETWORK, INC. ARTICLE II The purpose or purposes for which the corporation is organized DEVELOP DWELLINGS AND PROVIDE AFFORDABLE HOUSING MENTALLY ILL, DEVELOPMENTALLY DISABLED AND EMOT	the undersigned corporation executes the following dare: WG FOR OCCUPANCY BY THE
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ARTICLE III (cont.)	
a. If organized on a nonstock basis, the description and NONE	value of its real property assets are: (if none, insert "none")
b. The description and value of its personal property as	sets are: (if none, insert "none")
NONE	
 The corporation is to be financed under the following DONATIONS 	general plan:
d. The corporation is organized on aDIRECTOR	SHIP basis
ARTICLE IV	
The address of the registered office is:	
26862 WOODWARD AVE., SUITE 200 R	OYAL OAK , Michigan 48067
(STREET ADDRESS)	(CITY) (ZIP CODE)
The mailing address of the registered office if different to	han above:
	(CITY), Michigan (ZIP CODE)
(STREET ADDRESS)	
The name of the resident agent at the registered office i	S:
M. charl A. booklased	
ARTICLE V	
The name(s) and address(es) of the incorporator(s) is (are)	as follows:
Name	Residence or Business Address
MICHAEL A. GODDARD	26862 WOODWARD AVENUE, SUITE 200
	ROYAL OAK, MI 48067
•	

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed. September I (We), the incorporator(s) sign my (our) pame(s) this



1998 NONPROFIT CORPORATION **INFORMATION UPDATE**

FILED BY DEPARTMENT FEB 1 7 1999

	Manual Programmer and Section 1999			Filing Fee \$10.00
		FOR BU	REAU USE ONLY	
	751390 FICATION NUMBER	THE OFFICE IS LOCATED AT: 6546 MERCANTILE WAY LANSING MI 48910 (517) 334-6300		TMENT OF CONSUMER AND INDUSTRY SERVICES ECURITIES AND LAND DEVELOPMENT BUREAU -7557
Corpora	te Name and Mailing A	ddress		Anna
		HOUSING NETWORK, INC. DWARD AVE., SUITE 200 MI 48067		02/11/1999 PPGWERS Trans 01133102 751390 1923 Jotal#10.00 Crps Non Profit Ann
2	ed Office Address in M 6862 WOODWARD OYAL OAK	ichigan - NO., STREET, CITY, ZIP AVE., SUITE 200 48067	Resident Agent MICHAE	L A. GODDARD
			PARTIE OF THE PARTY OF THE PART	
1. Maili	ng address of register	red office if different than preprinted	information above	2. Resident Agent if different than above JOHN P. M-CULLOCH
3. Addi	ess of registered offic	e if different than preprinted inform	ation above - NO., STREE	T, CITY, ZIP
4. Desc	CHAPLITAI	activities of the corporation during t 3 は	the year covered by this r	eport:
5.		NAME	ВІ	JSINESS OR RESIDENCE ADDRESS
if different shan President	Vice President Secretary Treasurer	M-Comoch 26862 V	VOODWARD AVE #	ROYAL OAK, MI 48067
If different than Officers	Director Director			
The corpo	pration states that the add by resolution duly add	ddress of its registered office and the append by its board of directors.	address of the business offi	ce of its resident agent are identical. Any changes were
	11 65 / 20 6000	nay include additional pages. PLE. le to the State of Michigan. This re		ADDITIONAL PAGES TO THIS REPORT. before October 1.
6. Signat	ure of an Authorized Offic	or or Agent Orthe Corporation	Title	Date
Required	by Section 911, Act 16	2. Public Acts of 1982, as amended. F	PRESIDENT	result in the dissolution/revocation of the corporation.

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the CERTIFICATE OF AMENDMENT - CORPORATION

for

COMMUNITY HOUSING NETWORK, INC.

ID NUMBER: 751390

received by facsimile transmission on August 19, 1999 is hereby endorsed Filed on August 19, 1999 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 19th day of August, 1999.

, Director

Corporation, Securities and Land Development Bureau

CORPORATION, SI	CURITIES AND LA	(FOR B	IKCKO OSE OMET)	
Received	This document is effective after received date is sta	e on the date filed, ur	less a subsequent effective d	ate within 90 days
				:
McCullach, Mayone and	Commy P.C.			
26862 WoodWARD Avenue,	Sale 200	_		
Document will be returned to the name and	48067	EFFECTIVE	DATE:	, , , , , , , , , , , , , , , , , , ,
If left blank document will be malled to	and registered amoun		_	
CERTIFICATE OF AN	v Domestic Profit	and Nonprofit	Corporations	ORATION
(Please	read information and	l instructions on	the last page)	3
Pursuant to the provisions of	Act 284 Public Acts of	1972 (profit com	orations), or Act 162, F	Public Acts of 19
(nonprofit corporations), the undersign	ed corporation execute	s the following Co	ertificate:	
The present name of the corporation	n is: Community	Housing	network, lac.	
The present name of the corporation The identification number assigned	, ,	Housing 75	Network, Inc. 1- 390	
,	, ,	Housing 75		
2. The identification number assigned	, ,	75	1- 390	
The identification number assigned Article of the A	by the Bureau is:	75	1- 390	
The identification number assigned Article of the A	by the Bureau is:	75	1- 390	
The identification number assigned Article of the A	by the Bureau is:	75	1- 390	
The identification number assigned Article of the A	by the Bureau is:	75	1- 390	
The identification number assigned Article of the A	by the Bureau is:	75	1- 390	
The identification number assigned Article of the A	by the Bureau is:	75	1- 390	

directors or trustees.)	eles of Incorporation was	s duly adopted on theday of
The foregoing afficient to the Auto		successful the unenimous consent of
, 19	, in accordance wil	th the provisions of the Act by the unanimous consent of
he incorporator(s) before the first me	eeting of the Board of D	ILECTOR OL LITURIERO
Da.	**	40
Signed this	day of	, 19
		<u>.</u>
		(Signature)
(Signature)		. (7-19-11-17)
		(Type or Print Name)
(Type or Print Name)		(1)
		(Signature)
(Signature)		(a.g. a.a. v)
		(Type or Print Name)
(Type or Print Name)		(V)
The foregoing amendment to the A	rticles of Incorporation w by the sharehol (check one of the follow	
membership basis.) The foregoing amendment to the A	by the sharehold (check one of the follow otes were cast in favor of the follow of the	was duly adopted on the day of deers if a profit corporation, or by the shareholders or ving) If the amendment. aving not less than the minimum number of votes required of the Act if a nonprofit corporation, or Section 407(1) of the later or members who have not consented in writing has
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٠	** AUG. 19. 1999 10:24AM MCCULLOCH MAYETTE & CO., P. CNO. 9255 P. 5
6.	(For a nonprofit corporation whose Articles state the corporation is organized on a directorship basis.) The foregoing amendment to the Articles of Incorporation was duty adopted on the
	state it is organized on a directorship basis (check one of the following)
	at a meeting the necessary votes were cast in favor of the amendment. by written consent of all directors pursuant to Section 525 of the Act.
	Signed this day of, 1999
	(Signature of President, Chairperson or Vice-Chairperson)
	Ton P. M. (Uloch Type of Print Title)



COMMUNITY HOUSING NETWORK, INC.

Article II of the Articles of Incorporation is to read as follows:

- 1. The purpose of the corporation is to develop dwellings and provide affordable housing for occupancy by the mentally ill, developmentally disabled, and emotionally disturbed persons.
- 2. The corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code or corresponding section of any future federal tax code.
- 3. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for this document, the corporation, shall not carry on any other activities not permitted to be carried on (a) by any organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.
- 4. Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by the Circuit Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.
- 5. The corporation will distribute its income for each tax year at such time and in such manner as not to become subject to the tax on undistributed income imposed by section 4942 of the Internal Revenue Code, or the corresponding section of any future federal tax code.

COMMUNITY HOUSING NETWORK, INC.

Articles of Incorporation Article II (continued)

- 6. The corporation will not engage in any act of self-dealing as defined in section 4941(d) of the Internal Revenue Code, or the corresponding section of any future federal tax code.
- 7. The corporation will not retain any excess business holdings as defined in section 4943(c) of the Internal Revenue Code, or the corresponding section of any future federal tax code.
- 8. The corporation will not make any investments in such manner as to subject it to tax under section 4944 of the Internal Revenue Code, or the corresponding section of any future federal tax code.
- The corporation will not make any taxable expenditures as defined in section 4945(d) of the Internal Revenue Code, or the corresponding section of any future federal tax code.
- 10. Notwithstanding any other provisions of these articles, the organization is organized exclusively for one or more of the purposes as specified in Section 501 (c)(3) of the Internal Revenue Code of 1986, and shall not carry on any activities not permitted to be carried on by an organization exempt from Federal income tax under IRC 501 (c)(3) or corresponding provisions of any subsequent law.



Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the RESTATED ARTICLES OF INCORPORATION - NONPROFIT

for

COMMUNITY HOUSING NETWORK, INC.

ID NUMBER: 751390

received by facsimile transmission on April 10, 2001 is hereby endorsed Filed on April 10, 2001 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 10th day of April, 2001.

Director

Bureau of Commercial Services

C&S \$11 (Rev. 10/00)		_		
MICHIGAN			ONSUMER & INDUST IMERCIAL SERVICES	
Date Received			(FOR BUREAU USE ONLY)
	This document is effective date with document.	effective on the hin 90 days afte	e data filed, unless a subsequent or received date is stated in the	1
Name				
Jeremy D. Bisdorf, Es	q. / Raymond	& Prokop, I	P.C	
Address				
26300 Northwestern	Hwy., 4 th Floor	, P.O. Box 8	5058	
City		State	Zip Code	
Southfield	۲.	MI	48086-5058	EFFECTIVE DATE:

Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

RESTATED ARTICLES OF INCORPORATION

For use by Domestic Non-Profit Corporations

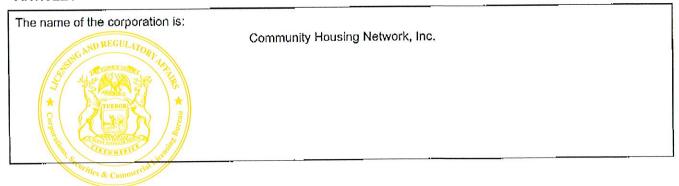
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Restated Articles:

1.	The present name of the corporation is:	
	Community Housing Network, Inc.	
2.	The identification number assigned by the Bureau is:	751390
3.	All former names of the corporation are:	
4.	The date of filing the original Articles of Incorporation was:	October 3, 1997

The following Restated Articles of Incorporation supersede the Articles of Incorporation as amended and shall be the Articles of Incorporation for the corporation:

ARTICLE I



ARTICLE II

The purpose or purposes for which the corporation is organized are:

- A. The corporation is organized to develop dwellings and provide affordable housing for occupancy by the mentally ill, developmentally disabled and emotionally disturbed persons.
- B. The Corporation is organized exclusively for charitable, religious, educational and scientific purposes, and for the purpose of receiving and administering funds for the purposes set forth in Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law) (the "Code"), including the making of distributions to organizations that qualify as exempt organizations under Code Section 501(c)(3). The purposes of the Corporation shall include, but not necessarily be limited to, benefiting the community by promoting education, lessening the burdens of government, promoting conservation and environmental protection, fostering medical research, and any and all other charitable activities within the meaning of Code Section 501(c)(3).
- C. The Corporation, including all activities incident to its purposes, shall at all times conduct its affairs so as to be an organization described in Code Section 501(c)(3). Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section Code 501(c)(3), (b) by a corporation contributions to which are deductible under Code Section 170(c)(2), or (c) by a nonprofit corporation organized under the laws of the State of Michigan pursuant to the provisions of Act 162, Public Acts of 1982, as amended.
- D. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its members, directors, officers, or other private persons. However, the corporation shall be authorized to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the proposes set forth in this Article. No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation. The corporation shall not participate in, or intervene in (including the publishing and distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under Code Section \$170(c)(2).



ART	TICLE III					
1.	The corporation is organized upon a	Non-stock	basis.			
2.	If organized on a stock basis, the ag	(Stock or Nonstock)				
	and the design of	e, divided into classes, the designation of each class, the number of shares in each class, and the relative rights,				
	be, divided into classes, the designation of each class, the number of shares in each class, the number of shares of each class are as follows:					
3.	If organized on a nonstock basis, the	description and value of its real property asset	s are: (if none, insert "none")			
88	None					
	and the description and value of its personal property assets are: (if none, insert "none")					
	None					
	(The valuation of the above assets wa The corporation is to be financed und	er the following general plan:)			
	Donations					
	The corporation is organized on	Directorchin	basis.			
	a <u>Directorship</u>					
	(Membership or Directorship)					
AR	TICLE IV					
1.	The address of the registered office is	s:				
	26300 Northwestern Hwy., 4th Floor	Southfield	, Michigan 48076 (ZIP Code)			
	(Street Address)	(City)	(ZIP Code)			
2.	The mailing address of the registered	l office, if different than above is:				
	P.O. Box 5058	Southfield	, Michigan 48086-5058			
	(Street Address or P.O. Box)	(City)	(ZIP Code)			
3.	The name of the resident agent is:	W. Patrick Dreisig				
"						
	AND REGULATOR					
	STEEL					
	13/ 15 No. 15 No					
	* TURBOR					
	To MATTER LEADING					
	Truriles & Commercial					

ARTICLE V (Additional provisions, if any, may be inserted here; attach additional pages if needed.)

ARTICLE V

When a compromise, an arrangement, or a plan of reorganization is proposed between this corporation and its creditors, a court of equity jurisdiction within this state may order a meeting of the affected creditors. The corporation, a creditor, or a receiver appointed for the corporation may apply to the court for a meeting. The meeting shall be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the affected creditors agree to a compromise or arrangement, the compromise, arrangement, or reorganization of this corporation resulting from the compromise or arrangement, if approved by the court, shall be binding on all the creditors, and also on this corporation.

ARTICLE VI

No member of the board of directors of the corporation who is a volunteer director, as that term is defined in the Michigan Nonprofit Corporation Act (the "Act"), or a volunteer officer shall be personally liable to this corporation or its members fiduciary for monetary damages for a breach of the director's or officer's fiduciary duty, provided, however, that this provision shall not eliminate or limit the liability of a director or officer for any of the following:

- 1. A breach of the director's or officer's duty of loyalty to the corporation or its members;
- 2. Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- 3. A violation of Section 551(1) of the Act;
- 4. A transaction from which the director or officer derived an improper personal benefit;
- 5. An act or omission occurring before the filing of these articles of incorporation; or
- An act or omission that is grossly negligent.

The corporation assumes all liability to any person, other than the corporation or its members, for all acts or omissions of a director who is a volunteer director, as defined in the Act, or a volunteer officer incurred in the good faith performance of the director's or officer's duties. However, the corporation shall not be considered to have assumed any liability to the extent that such assumption is inconsistent with the status of the corporation as an organization described in IRC 501(c)(3) or the corresponding section of any future federal tax code.

If the act is amended after the filing of these articles of incorporation to authorize the further elimination or limitation of the liability of directors or officers of nonprofit corporations, then the liability of members of the board of directors or officers, in addition to that described in Article X, shall be assumed by the corporation or eliminated or limited to the fullest extent permitted by the Act as so amended. Such an elimination, limitation, or assumption of liability is not effective to the extent that it is inconsistent with the status of the corporation as an organization described in IRC 501(c)(3) or corresponding section of any future federal tax code. No amendment or repeal of Article VII shall apply to or have any effect on the liability or alleged liability of any member of the board of directors or officer of this corporation for or with respect to any acts or omissions occurring before the effective date of any such amendment or repeal.

ARTICLE VII

The corporation assumes the liability for all acts or omissions of a volunteer if all of the following conditions are met:

- 1. The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority.
- 2. The volunteer was acting in good faith.
- 3. The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct.
- 4. The volunteer's conduct was not an intentional tort.
- 5. The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the Insurance Code of 1956, Act No. 218 of the Public Acts of 1956, being Section 500.3135 of the Michigan Compiled Laws.



5. COMPLETE SECTION (a) IF THE RESTATED ARTICLES DO NOT FURTHER AMEND THE		
	a. These Restated Articles of Incorporation were duly adopted on the day of in accordance with the provisions of Section 642 of the Act by the Board of Directors without a vote of the members or shareholders. These Restated Articles of Incorporation only restate and integrate and do not further amend the provisions of the Articles of Incorporation as heretofore amended and there is no material discrepancy between those provisions and the provisions of these Restated Articles.	
	Signed this day of,,	
	(\$Ignature of Authorized Officer or Agent)	
	(Type or Print Name)	
	b. X These Restated Articles of Incorporation were duly adopted on the following accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate, and do further amend the provisions of the Articles of Incorporation, and: (check one of the following)	
	were duly adopted by the shareholders, the members, or the directors (if organized on a nonstock directorship basis). The necessary number of votes were cast in favor of these Restated Articles of Incorporation.	
	were duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with Section 407(3) of the Act.	
	were duly adopted by the written consent of all the directors pursuant to Section 525 of the Act as the corporation is organized on a directorship basis.	
	were duly adopted by the written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation)	
	Signed this 9th day of March , 2001	
	By (Signature of President, Vice-President, Chairperson, or Vice	
	Marc Craig President (Type or Print Name) (Type or Print Title)	

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the CERTIFICATE OF CORRECTION

for

COMMUNITY HOUSING NETWORK, INC.

ID NUMBER: 751390

received by facsimile transmission on June 1, 2001 is hereby endorsed

Filed on June 1, 2001 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Effective Date: April 10, 2001



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 1st day of June, 2001.

, Director

Bureau of Commercial Services

C&S 515 (Rev. 10/00)					
MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES BUREAU OF COMMERCIAL SERVICES					
Date Received (FOR BUREAU USE ON			Y)		
	This document is effective on the da effective date within 90 days after a document.				
Name	Name				
Marla Schwaller Carew, Esq./Raymond & Prokop, P.C.					
Address					
26300 Northwestern Highway, 4 th Floor, P.O. Box 5058					
City	State	Zip Code			
Southfield	МІ	48086-5058	EFFECTIVE DATE:		

Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

CERTIFICATE OF CORRECTION For use by Corporations and Limited Liability Companies

(Please read information and instructions on last page)

	(Lifete Let montage)
Act	Pursuant to the provisions of Act 284, Public Acts of 1972, (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), or 23, Public Acts of 1993 (limited liability companies), the undersigned corporation or limited liability company executes the following Certificate:
1.	The name of the corporation or limited liability company Is:
	Community Housing Network, Inc.
2.	The identification number assigned by the Bureau is: 751390
3.	The corporation or ilmited liability company is formed under the laws of the State of Michigan
4.	That a Restated Articles of Incorporation (Title of Document Being Corrected)
	was filed by the Bureau on April 10, 2001 and that said document requires correction.
5.	Describe the inaccuracy or defect contained in the above named document:
	The final paragraph of Article VII was omitted.
6.	The document is corrected as follows:
	Please see Exhibit A attached.
7.	This document is hereby executed in the same manner as the Act requires the document being corrected to be executed.
	By Marc Craig, President (Type or Pfint Name and Title)

Certificate of Correction - Community Housing Network, Inc. May <u>21</u>, 2001
Attachment A

ARTICLE VII

The corporation assumes the liability for all acts or omissions of a volunteer if all of the following conditions are met:

- 1. The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority.
- 2. The volunteer was acting in good faith.
- 3. The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct.
- 4. The volunteer's conduct was not an intentional tort.
- 5. The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the Insurance Code of 1956, Act No. 218 of the Public Acts of 1956, being Section 500.3135 of the Michigan Compiled Laws.

A claim for monetary damages for a volunteer director's, volunteer officer's, or other volunteer's acts or omissions shall not be brought or maintained against a volunteer director, volunteer officer, or other volunteer. The claim shall be brought and maintained against the corporation as provided in M.C.L. A. § 450.2556 as amended.

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BCS/CD-511 (Rev.04/01)	
MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES BUREAU OF COMMERCIAL SERVICES	
Date Received (FOR BUREAU USE ONLY)	
SEP, 2 0 2001	
This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document. SEP 2 3 2001	
Name Community Housing Network Inc.	
Address 1200 North Telegraph, Building 38 East BUREAU OF COMMERCIAL SETTING	
City State ZipCode Pontiac Michigan 48341 EFFECTIVE DATE:	
© Document will be returned to the name and address you enter above.	
RESTATED ARTICLES OF INCORPORATION	
For use by Domestic Nonprofit Corporations (Please read information and instructions on the last page)	
Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Restated Articles:	
The present name of the corporation is: Community Housing Network, Inc.	
The identification number assigned by the Bureau is: 751390	
3. All former names of the corporation are:	
4. The date of filing the original Articles of Incorporation was: October 3, 1997	
The following Restated Articles of Incorporation supersede the Articles of Incorporation as amended and shall be the Articles of Incorporation for the corporation:	
ARTICLE I	
The name of the corporation is: Community Housing Network, Inc.	
ARTICLE II	
The purpose or purposes for which the corporation is organized are: Please see Attachment A.	
TURBOR * OR OF THE STATE OF THE	

12 ED CB: 017 504

	non-stock	h a alla	
The corporation is organized on a	(stock or nonstock)	basis.	
If organized on a stock basis, the aggreg	rate number of shares which	the corporation has authorit	/ to issue is
Trongamized on a cross passe, are aggreg			ne shares are, or are
be divided into classes, the designation preferences, and limitations of the share	of each class, the number of s of each class are as follows	shares in each class, and th	e relative rights,
	**		
If organized on a nonstock basis, the des	scription and value of its real	property assets are: (if none	, insert "none")
None			
	•		
and the description and value of its person	onal property assets are: (if r	one, insert "none")	
(The valuation of the above assets was a The corporation is to be financed under t	as of he following general plan:		_)
The corporation is organized on a	Membership (membership or directorsh	ip) basis.	
TICLEIV			
. The address of the registered office is:			
1200 North Telegraph, Building 38 Ea	st Pontiac		48341

, Michigan (Street Address of P.O. Box) Marc Craig 3. The name of the resident agent is:

ARTICLE V (Additional provisions, if any, may be inserted here; attach additional pages if needed.)				
Please see Attachment B.				
5. COMPLETE SECTION (a) IF THE RESTATED ARTICLES DO NOT FURTHER AMEND THE ARTICLES OF INCORPORATION; OTHER WISE, COMPLETE SECTION (b).				
a. These Restated Articles of Incorporation were duly adopted on the day of, in accordance with the provisions of Section 642 of the Act by the Board of Directors without a vote of the members or shareholders. These Restated Articles of Incorporation only restate and				
integrate and do not further amend the provisions of the Articles of Incorporation as heretofore amended and there is no material discrepancy between those provisions and the provisions of these Restated Articles.				
Signed thisday of,				
(Signature of Authorized Officer or Agent)				
(Signature of Authorized Officer or Agent)				
(Type or Print Name)				
(type of Finite India)				
b. These Restated Articles of Incorporation were duly adopted on the 19th day				
of September 2001 in accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate, and do further amend the provisions of the Articles of Incorporation and: (check one of the following)				
were duly adopted by the shareholders, the members, or the directors (if organized on a nonstock directorship basis). The necessary number of votes were cast in favor of these Restated Articles of Incorporation.				
were duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with Section 407(3) of the Act.				
were duly adopted by the written consent of all the directors pursuant to Section 525 of the Act as the corporation is organized on a directorship basis.				
were duly adopted by the written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation)				
Signed this day of September , 2001				
In the time				
(Signature of President, Vice-President, Chairperson, or Vice-Chairperson)				
Pursidant				
Marc Craig President (Type or Print Name) (Type or Print Title)				
* TURNOR AND				
THE COUNTY OF THE PARTY OF THE				

Attachment A

ARTICLE II

The purpose or purposes for which the corporation is organized are:

- A. The corporation is organized to develop and manage housing and facilitate housing opportunities for any one or more of the following classes of persons: (i) persons with disabilities, (ii) persons of low income, and (iii) persons of low and moderate income.
- B. The corporation is organized exclusively for charitable purposes and for the purpose of receiving and administering funds for the purposes set forth in Section 501(c)3 of the Internal Revenue Code of 1988 (or the corresponding provision of any future United States internal revenue law) (the "Code"), including the making of distributions to organizations that qualify as exempt under Code Section 501(c)3. The purposes of the corporation shall include, but not necessarily be limited to, benefiting the community by promoting education and lessening the burdens of government.
- C. The corporation, including in all its activities incident to its purposes, shall at all times conduct its affairs so as to be an organization described in Code Section 501(c)3. The corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Code Section 501(c)3, (b) by a corporation, contributions to which are deductible under Code Section 170(c)(2), or (c) by a non-profit corporation organized under the laws of the State of Michigan pursuant to the provisions of Act 162, Public Acts of 1982 as amended.
- D. No part of the net earnings of the corporation shall inure to the benefit of, or be distributed to, its members, directors, officers, or other private persons. However, the corporation shall be authorized to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in this Article. No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation. The corporation shall not participate in, or intervene in (including the publishing and distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office.
- E. Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)3 of the Code or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government for a public purpose, with first priority being distribution to the Community Mental Health Authority of Oakland County, Michigan (a local governmental entity) from whom public funds have been received by the corporation under contract to provide housing services to consumers of the said Authority's mental health program. Any such assets not disposed of shall be disposed of by the circuit court of the county in which the principal office of the corporation is then located, exclusively for such

Attachment A Page 1 of 2

purposes or to such organization or organizations as said court shall determine, which are organized and operated exclusively for such purposes.



Attachment B

ARTICLE III

- A. The corporation shall be a membership corporation. The rights, preferences and limitations of membership shall be as follows:
 - 1. Members will have sole voting rights for the purpose of electing the corporation's Board of Directors, for approval of proposed amendments to these restated articles of incorporation and proposed amendments to the bylaws, and all other corporation purposes.
 - 2. Members shall be composed of legal entities other than human beings, that can function legally, enter into contracts, sue or be sued, and make decisions through agents, and (a) that have a working involvement with the financing of and/or provision of housing for recipients of mental health services and/or other disadvantaged persons, or (b) that are private-sector for-profit organizations. The two categories of members described in (a) and (b) shall each comprise no less than one-third (1/3) of the membership of the corporation. There will be no less than fifteen (15) members. To participate, each member must pay an annual membership fee of Fifty Dollars (\$50.00) for the corporation's fiscal year. Each potential member must provide appropriate legal documentation to establish its status as a legal entity.

B. Board of Directors:

- 1. There will be no less than three (3) nor more than eleven (11) members of the Board of Directors, the governing body of the organization. The board will have responsibility for policy making for the corporation. Administrative responsibility for carrying out the policies of the Board of Directors will be held by the officers of the corporation.
- 2. Members of the Board of Directors will consist of representatives of the following sectors of the community, and in the following numbers: three (3) primary or secondary current or prospectively eligible consumers of services from the public mental health system; four (4) non-governmental occupations having a working involvement with the financing of and/or provision of housing for recipients of mental health services and/or other disadvantaged persons; and four (4) representatives of the general public.
 - C. The corporation, upon a resolution of its Board of Directors may:
- 1. accept, but not require, capital contributions from members and issue nontransferable capital certificates;
- 2. accept, but not require, subventions from either members or non-members of the corporation and issue non-transferable subvention certificates; and
- 3. levy a nominal initiation fee upon its members.
- D. The corporation, upon a resolution of its Board of Directors, may suspend and/or expel, any member who violates its by-laws, rules or regulations, or engages in conduct prejudicial to the best interests of the corporation.

Attachment B Page 1 of 3

ARTICLE IV

The address of the registered office is:

1200 North Telegraph Road, Building 38 East, Pontiac, Michigan 48341

The name of the resident agent is Marc Craig.

ARTICLE V

When a compromise, an arrangement, or a plan of reorganization is proposed between this corporation and its creditors, a court of appropriate jurisdiction within this state may order a meeting of the affected creditors. The corporation, a creditor, or a receiver appointed for the corporation may apply to the court for a meeting. The meeting shall be summoned in such manner as the court directs. If a majority in number consisting of three-fourths (3/4) in value of the affected creditors agree, the compromise, arrangement, or reorganization of this corporation, if approved by the court, shall be binding on all the creditors, and also on this corporation.

ARTICLE VI

No member of the board of directors of the corporation who is a volunteer director, as that term is defined in the Michigan Nonprofit Corporation Act (the "Act"), nor a volunteer officer, shall be personally liable to this corporation, or its members for monetary damages for a breach of the director's or officer's fiduciary duty; provided, however, that this provision shall not eliminate or limit the liability of a director or officer for any of the following:

- 1. A breach of the director's or officers duty of loyalty to the corporation or its members:
- 2. Acts or omissions not in good faith or that involve intentional misconduct or knowing violation of law;
- 3. A violation of Section 551(1) of the Act;
- 4. An act or omission occurring before the filing of these Articles or Incorporation; or
- 5. An act or omission that is grossly negligent.

The corporation assumes all liability to any person, other than the corporation or its members, for all acts or omissions of a director who is a volunteer director, or a volunteer officer, as defined in the Act, incurred in the good faith performance of the director's or officer's duties. However, the corporation shall not be considered to have assumed any liability to the extent that such assumption is inconsistent with the status of the corporation as an organization described in Section 501(c)3 of the Code or corresponding section of any future federal tax code.

If the Act is amended after the filing of these Restated Articles of Incorporation to authorize the further elimination or limitation of the liability of officers or directors of non-

Attachment B Page 2 of 3

profit corporations, then the liability of members of the board of directors or officers, in addition to that described in Article VII, shall be assumed by the corporation or eliminated or limited to the fullest extent permitted by the Act as so amended. Such an elimination, limitation, or assumption of liability shall not be effective to the extent that it is inconsistent with the status of the corporation as an organization described in Section 501(c)3 of the Code or corresponding section of any future federal tax code. No amendment or repeal of Article VII shall apply to or have any effect on the liability or alleged liability of any member of the board of directors or officer of this corporation for or with respect to any acts or omissions occurring before the effective date of any such amendment or repeal.

ARTICLE VII

The corporation assumes the liability for all acts or omissions of a volunteer if all of the following conditions are met:

- The volunteer was acting, or reasonably believed he or she was acting, within the scope of his or her authority, 1.
- The volunteer was acting in good faith; 2.
- The volunteer's conduct did not amount to gross negligence or willful 3. and wanton misconduct;
- The volunteer's conduct did not involve a transaction from which the volunteer derived an improper personal benefit; 4.
- The volunteer's conduct was not an intentional tort; and 5.
- The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be 6. imposed under state law.

A claim for a volunteer director's, volunteer officer's, or other volunteer's acts shall not be brought or maintained against a volunteer director volunteer officer, or other volunteer. The claim shall be brought and maintained against the corporation, as provided in M.C.L.A. § 450.2556 as amended.

ARTICLE VIII

These Restated Articles of Incorporation shall not be amended unless the proposed amendment shall have first been authorized by the affirmative vote or written consent of the members of the corporation.

If such an affirmative vote or written consent is obtained, these Articles of Incorporation may be so amended at a regularly scheduled meeting of the Board of Directors by an affirmative vote of two-thirds (2/3) of the Board members duly elected and serving, provided that written notice of the proposed amendment is presented to each Director in accordance with the By-laws.

Attachment B Page 3 of 3

BCS/CD-2000 (12/02)

MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES BUREAU OF COMMERCIAL SERVICES, CORPORATION DIVISION 2002 NONPROFIT CORPORATION INFORMATION UPDATE



		FOR BUREAU USE ONLY	
Identification Number 751390	Corporation name	HOUSING NETWORK, INC.	
Resident agent name and mai	ling address of the regist	ered office	
MARC CRAIG			
BUILDING 38 E	AST		Tran:3 7696146-1 01/23/03
1200 N TELEGR	APH		Chk#: 3839 Amt: \$10.00
PONTIAC MI 48	341		ID:, 751390
			FILED BY DEPARTMENT FEB 0 6 2003
8			ADJUSTED PURSUANT TO TELEPHONE AUTHORIZATION
The address of the registered	office		HORIZATION
BUILDING 38 EA 1200 N TELEGRA PONTIAC MI 483	APH		
1. Mailing address of register			Resident Agent
1975 East	Blg Beau	er Pd. Steall Tray,	M1 48083 Marc Craig
3. The address of the register	ed office in Michigan (a l		
	ed office in Mioringan (a i	P.O. Box may not be designated as the	address of the registered office)
Same as		P.O. Box may not be designated as the a	address of the registered office)
Samu as	activities of the corporation	on during the year covered by this report	: A community organization dedition of Safe affordable and desira
Samu as	activities of the corporation	on during the year covered by this report ent, and maintenance with disabilities. BUSINE	: A community organization dedi of Safe, offordable and desira
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amended. Failure to file this report may result in the dissolution of the corporation.

BCS/CD-520 (Rev. 06/01) Fee Pd\$500		40	
MICHIGAN DEPARTMENT OF CONS BUREAU OF COMME			
Date Received (F	FOR BUREAU USE ONLY)		
JUL 3 0 2004	FILED		
This document is effective on the a subsequent effective date within received date is stated in the document.	n 90 days after SFP 8 2004		
Community Housing Network,	Administrator BUREAU OF COMMERCIAL SERVICE	S	
570 Kirts Blud., St 231	Zip Gode		
State MI Document will be returned to the name and address	48084 EFFECTIVE DATE:		
If left blank document will be mailed to the regi	stered office.		
For use by Domestic and Forei	TERED OFFICE AND/OR CHANGE OF REign Corporations and Limited Liability Commation and instructions on reverse side)		
corporations), or Act 23, Public Acts of 1993 (limited lia executes the following Certificate:	of 1972 (profit corporations), Act 162, Public Acts of 1982 bility companies), the undersigned corporation or limited l		
1. The name of the corporation or limited liability comp			
2. The identification number assigned by the Bureau is			
2. The identification number assigned by the Bureau is	131310		
3. a. The name of the resident agent on file with the E	Bureau is: Marc Craig		
b. The location of the registered office on file with the	he Bureau is:		
675 East Big Blaver St	H211, Troy, Michigan 48	083	
c. The mailing address of the above registered office		(Zii Good)	
same as above	, Michigan		
(Street Address or P.O. Box)	(City)	(ZIP Code)	
ENTER IN ITEM 4 THE INFORMATIO	ON AS IT SHOULD NOW APPEAR ON THE PUBLIC REC	ORD	
4. a. The name of the resident agent is: Marc	Craig		
b. The address of the registered office is:		(0,00)	
570 Kirts Blvd., Ste 231 Troy, Michigan 48084			
(Street Address) c. The mailing address of the registered office IF Di	(City)	(ZIP Code)	
(Street Address or P.O. Box)	(City) , Michigan	(ZIP Code)	
5. The above changes were authorized by resolution duly add CORPORATIONS ONLY: the resident agent if only the action mailed to the corporation; 3. LIMITED LIABILITY CO	opted by: 1. ALL CORPORATIONS: its Board of Directors; 2. Pladdress of the registered office is changed, in which case a copy companies. It is an operating agreement, affirmative vote of a majoril 405, or the resident agent if only the address of the registered of	of this statement has y of the members	
The corporation or limited liability company further states changed, are identical.	that the address of its registered office and the address of its res	dent agent, as	
Signature **Curtiles & Commercial**	Type or Print Name and Title Marc Craig President	Date Signed 7/27/04	
GOLD SEAL APPEARS ONLY ON ORIGINAL	J /	5	

Michigan Department of Labor & Economic Growth

Filing Endorsement

This is to Certify that the RESTATED ARTICLES OF INCORPORATION - NONPROFIT

for

COMMUNITY HOUSING NETWORK, INC.

ID NUMBER: 751390

received by facsimile transmission on April 19, 2006 is hereby endorsed Filed on April 19, 2006 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 19TH day of April, 2006.

, Director

Bureau of Commercial Services

0CS/CD-311(Rev 12/03)	DEDARTMENT OF LABOR 9 ECOL	NOME COOMTH
MICHIGAN	DEPARTMENT OF LABOR & ECO! BUREAU OF COMMERCIAL SEF	
Date Received	(FOR BUREAU U	
	This document is effective on the date filed, unle subsequent effective date within 90 days after received date is stated in the document.	
Name Jeffrey S. Kragt, Esq.		
Address 200 E. Long Lake Ro	ad, Suite 110	
City Bloomfield Hills	State Zip Code Michigan 48304-23	A STATE OF THE STA
्र Document will be ret	urned to the name and address you enter at urnent will be mailed to the registered office.	above.
	For use by Domestic N	S OF INCORPORATION Nonprofit Corporations I instructions on the last page)
Restated Articles:	the provisions of Act 162, Public Acts of 1	1982, the undersigned corporation executes the following
2. The identification	number assigned by the Bureau is:	751390
3. All former names	of the corporation are:	
4. The date of filing	the original Articles of Incorporation was:	S:October 3, 1997
	Restated Articles of Incorporation superse Incorporation for the corporation:	sede the Articles of Incorporation as amended and shall be
ARTICLE I		
The name of the co	orporation is: COMMUNITY HOUSING	IG NETWORK, INC.
ARTICLE II	GULATORY	
The purpose or pu	rposes for which the corporation is organiz ENTA.	ized are:

		-	_	
A	RT	GL	_E 1	ı

Parameter and an a	nonstock	basis.
The corporation is organized on a	(stock or nonstock)	<u> </u>
2. If organized on a stock basis, the aggre	gate number of shares which	
	() []	. If the shares are, or are to
be divided into classes, the designation preferences, and limitations of the share	or each class, the number o es of each class are as follow	f shares in each class, and the relative rights, vs:
o. If any actual and a paratacle basis, the dis	secription and value of its rea	il property assets are: (if none, insert "none")
3. If organized on a nonstock basis, the de	scription and value of its rea	i property assets are. (ii none, moore none)
Rental Homes: 7170 Oakhill 4575 Grange	er 3278 Beacham	4609 Butler
2448 Terova 30961 Sturbi	100	1788 Crooks
2101 Ostrum 2669 Potter	275 Lesdale	4693 Pontiac Lake
1476 Bellcony 5345 Riverse Approximate Value: \$3,300,00.00	edge 12108 Andersonvi	ille 2985 Wildwood
and the description and value of its per-	sonal property assets are: (if	fnone, insert "none")
Office equipment and furniture ap		
		2006
(The valuation of the above assets was The corporation is to be financed under	the following general plan:	1
Donations, governmental funding		
Dottations, governmental turiding i	and grants-	
The corporation is organized on a	directorship	basis.
	(membership or directors	ship)
ARTICLEIV		
1. The address of the registered office is	:	
570 Kirts Blvd, Suite 231	Troy	, Michigan
2. The mailing address of the registered		(ZIP Coqe)
13/ 6		, Michigan (219 Corp.)

Marc Craig

3. The name of the resident agent is:

		ional pages if needed.)
EE ATTACH	MENT B.	
	TE SECTION (a) IF THE RESTATED ARTICLES DO NOT FURTH ORATION; OTHERWISE, COMPLETE SECTION (b).	ER AMEND THE ARTICLES OF
а. 🗌	These Restated Articles of Incorporation were duly adopted on the, in accordance with the provisions of Section 642 of the a vote of the members or shareholders. These Restated Articles of integrate and do not further amend the provisions of the Articles and there is no material discrepancy between those provisions and Articles.	 Act by the Board of Directors without f Incorporation only restate and of Incorporation as heretofore amende
	Signed thisday of	1
	By	
	(Signature of Authorizeo Officer or Ager	nt)
	(Type or Prox Name)	
	(Type or Print Name)	
b. 🗹	These Restated Articles of Incorporation were duly adopted on the of April , 2006 in accordance with the the Act. These Restated Articles of Incorporation restate, integrate of the Articles of Incorporation and: (check one of the following)	provisions of Section 642 of
	were duly adopted by the shareholders, the members, or the directorship basis). The necessary number of votes were cast Incorporation.	directors (if organized on a nonstock tin favor of these Restated Articles of
	were duly adopted by the written consent of all the shareholde accordance with Section 407(3) of the Act.	rs or members entitled to vote in
	were duly adopted by the written consent of all the directors procorporation is organized on a directorship basis.	ursuant to Section 525 of the Act as the
	were duly adopted by the written consent of the shareholders of minimum number of votes required by statute in accordance with Written notice to shareholders or members who have not considered written consent by less than all of the shareholders or member appears in the Articles of Incorporation)	vith Section 407(1) and (2) of the Act. sented in writing has been given. (Note
	Signed thisday of April	2006
NG AN	REGULATOR . day of	1
State 1	1/2 100	
13/ 3	(Signature of Prosident, Vice-President, Chairperson, or Vi	се-Спыграткоп;
8	Marc Craig Presider	nt
1 1	(Type or Print Name)	(Type or Print Title)
11 6 1	4/8/	

ATTACHMENT A ARTICLE II

The purpose or purposes for which the corporation is organized are:

- A. The Corporation is organized to develop and manage housing and facilitation housing opportunity for any one or more of the following classes of persons: (i) persons with disabilities, (ii) persons of low income, and (iii) persons of low and moderate income.
- B. The Corporation is organized exclusively for charitable purposes and for the purpose of receiving and administering funds for the purposes set forth in Section 501(c)(3) of Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law) (the "Code"), including the making of distributions to organizations that qualify as exempt under Code Section 501(c)(3). The purposes of the Corporation shall include, but not necessarily be limited to, benefiting the community by promoting education and lessening the burdens of government.
- C. The Corporation, including all its activities incident to its purposes, shall at all times conduct its affairs so as to be an organization described in Code Section 501(c)(3). The Corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Code Section 501(c)(3), (b) by a corporation, contributions to which are deductible under Code Section 170(c)(2), or (c) by a non-profit corporation organized under the laws of the State of Michigan pursuant to the provisions of Act 162, Public Acts of 1982, as amended.



ATTACHMENT B

ARTICLE V

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, directors, officers, or other private person. However, the Corporation shall be authorized to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II. No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation. The Corporation shall not participate in, or intervene in (including the publishing and distributing of statements), any political campaign on behalf of or in opposition to any candidate for a public office. Notwithstanding any other provisions of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under IRC 501(c) (3) or the corresponding section of any future federal tax code or (b) by a corporation whose contributions are deductible under IRC Section 170(c)(2) or the corresponding section of any future federal tax code.

ARTICLE VI

On dissolution of the corporation, after paying or providing for the payment of all of the liabilities of the corporation, the corporation's assets shall be distributed (a) for one or more exempt purposes within the meaning of IRC Section 501(c)(3), or the corresponding section of any future federal tax code or (b) to the federal government, or to a state or local government, for a public purpose. Any assets not disposed of shall be disposed of by the circuit court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations that the court shall determine and that are organized and operated exclusively for such purposes.

ARTICLE VII

No member of a Board of Directors of the corporation who is volunteer director, as that term is defined in the Michigan Non-profit Corporation Act (the "Act"), or a volunteer officer shall be personally liable to this corporation or its members for monetary damages for breach of the director's or officer's fiduciary duty; provided,

however, that this provision shall not eliminate or limit the liability of a director or officer for any of the following:

- 1. A breach of the director's or officer's duty of loyalty of the corporation or its members;
- 2. Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- 3. A violation of Section 551(1) of the Act;
- 4. A transaction from which the director or officer derived an improper personal benefit;
- 5. An act or omission occurring before the filing of these Restated Articles of Incorporation; or
- 6. An act or omission that is grossly negligent.

The corporation assumes all liability to any person other than the corporation or its members, for all acts or omissions of a director who is a volunteer director, as defined in the Act, or a volunteer officer incurred in the good faith performance of the director's or officer's duties. However, the corporation shall not be considered to have assumed any liability to the extent that such assumption is inconsistent with the status of the corporation as an organization described in IRC Section 501(c)(3) or the corresponding section of any future federal tax code.

If the Act is amended after the filing of these Restated Articles of Incorporation to authorize the further elimination or limitation of the liability of directors or officers of non-profit corporations, then the liability of members of the board of directors or officers, in addition to that described in this Article, shall be assumed by the corporation or limited to the fullest extent permitted by the Act as so amended. Such an elimination, limitation, or assumption of liability, is not effected to the extent that it is inconsistent with the status of the corporation as an organization described in IRC Section 501(c)(3), or corresponding section of any future federal tax code. No amendment or appeal of this Article shall apply to or have any effect on the liability or alleged liability of any member of the board of directors or officer of this corporation for or with respect to any acts or omissions occurring before the effective date of any such amendment or repeal.

ARTICLE VIII

The corporation assumes the liability for all acts or omissions of a volunteer if all of the following conditions are met:

D REGULATON

- 1. The volunteer was acting or reasonably believed he or she was acting with in the scope of his or her authority.
- 2. The volunteer was acting in good faith.
- The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct.
- 4. The volunteer's conduct was not an intentional tort.
- 5. The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the Insurance Code of 1956, Act No. 218 of the Public Acts of 1956, being Section 500.3135 of the Michigan Compiled Laws.

ARTICLE IX

When a compromise, an arrangement, or a plan of reorganization is proposed between this corporation and its creditors, a court of equity jurisdiction within this State may order a meeting of the affected creditors. The corporation, a creditor or a receiver appointed for the corporation may apply to the court for a meeting. The meeting shall be summoned in such manner as the court directs. If a majority number representing 3/4ths the value of the affected creditors agree to a compromise or arrangement, the compromise, arrangement or reorganization of this corporation resulting from the compromise or arrangement, if approved by the court, shall be binding on all the creditors, and also on this corporation.



By-Laws of Community Housing Network, Inc.

The mission of COMMUNITY HOUSING NETWORK, INC. (herein 'CHN, Inc." or the 'Corporation") is to promote inclusive communities through affordable housing.

Community Housing Network is organized as a nonprofit corporation with the goal of providing lifetime affordable housing to low and moderate income people with disabling conditions and others needing housing. The corporation is organized to create integrated housing alternatives to maximize living choices, primarily, but not exclusively, in southeastern Michigan, namely Wayne, Oakland, Washtenaw, Macomb, Livingston, Genesee and Monroe counties.

It is the policy of this Corporation for low-income residents to advise and participate in planning the design, location of sites, development and management of each of its affordable housing undertakings. This shall be done through methods such as open town meetings, community surveys, special committees, or other means. In those areas of the Corporation's operations where housing will be developed, but which are not represented on the Board of Directors, such systems may include special committees of neighbors of a proposed development site, neighborhood advisory councils or open town meetings.

CHN, Inc. endorses the following principles and values:

- Social equity and economic efficiency for and on behalf of people with disabilities;
- Social and economic diversity is vital to sustainable communities.
- Deconcentration of poverty promotes inclusive, sustainable communities.
- All people, including people with disabilities, the elderly, the poor, and others who have historically been segregated from and within communities, must become valued members of every community, and be included as full citizens.
- People needing supportive services should not be required to live at a particular location in order to receive these services. To the greatest extent possible, provision of supportive services should be separate from a person's control over their housing.

make policy determinations to assure consistency with the mission and values of the Corporation. Such determinations will be reviewed at meetings of the Board of Directors.

The Board will regularly review and assure the integrity of the financial statements of the Corporation.

The Board will be responsible for recruiting and appointing Board members, evaluating Board member performance, and providing and securing support for the work of the Corporation.

Section 2. Number, Qualification and Powers

- A. The Board of Directors of the Corporation shall consist of no less than three (3) nor no more than eighteen (18) Directors as shall be fixed from time to time by the Board. A Director's term shall be for three (3) years unless otherwise recommended by the Nominating Committee in order to have only one third of the Directors terms expiring in any given year. Directors shall be elected by a majority vote of the seated members of the Board.
- B. Regardless of other mechanisms used in these bylaws for the selection of Directors or the filling of board vacancies, at all times at least one third of the Board of Directors shall be composed of persons who fit the following categories: (1) residents of low-income neighborhoods, (2) low-income community residents, or (3) an elected representative of a low-income neighborhood organization. No more than one third of the board members, at any given time, shall be public officials or employees of local governments that provide this Corporation with funding.
- C. No individual Director shall represent or speak for CHN, Inc., unless so authorized by resolution of the Board of Directors.
- D. The Board of Directors shall adhere to the stated Mission and Purposes of CHN, Inc.
- E. Directors shall reflect the community as dictated by the Corporation's Articles of Incorporation.
- F. The Board of Directors shall elect a Chairperson at its annual meeting. The Chairperson shall preside at all meetings of the Board and shall be a non-voting ex-officio member of all committees of the Board. The

Article III, Section 8 updated 7/12/2012 by Full Board
Article V, Sections 1, 3, 7 (new), 8 and 9 updated ______ by Full Board
Article I, Section 2, Page 1, Article V and Article XI updated 4/17/2014 by Full Board
Article I, Section 3, Page 4 Reimbursement, Updated 2/19/2020 by Full Board
Article V, Section 1, Page 10 Standing Committees, Updated 10/13/2022 by Full Board
Article IV. Section 2, 9/27/2023 by full Board

ARTICLE II. CONFLICT OF INTEREST

Section 1. Statement of Policy.

It is the policy of CHN, Inc. that all Directors and employees of CHN, Inc. avoid conflict between their own individual interests and the interests of CNN. Inc. in any action taken by any of them on behalf of CHN. Inc.

Section 2. Dealings with CHN, Inc.

A contract or other transaction between CHN, Inc. and any of its Directors. or between CNN, Inc. and a domestic or foreign corporation, firm of any type or kind in which any of CHN Inc.'s Directors or employees act as directors or employees, or is otherwise interested, is not void or made voidable solely because of such common directorship, or interest, or solely because such Director is present at the meeting of the Board of Directors or committee at which such contract or transaction is acted upon, or solely because their votes are counted for such purpose, if both of the following conditions are satisfied:

A. The contract or other transaction is fair and reasonable to CNN, Inc., and B. When it is authorized, approved or ratified, or the material facts as to such Director's relationship interest and as to the contract or transaction are disclosed or known to the Board or committee thereof and the Board of Directors or committee thereof authorizes, approves, or ratifies the contract or transaction by a vote sufficient for the purpose without counting the vote of any common or interested Director.

Section 3. Procedure in Event of Potential Conflict of Interest

In the event that any Director or officer of CHN, Inc. shall have any direct or indirect interest in or relationship with an individual or organization which proposes to enter into any transaction with CNN Inc., such Director or employee shall give the Board of Directors notice of such interest or relationship and shall thereafter refrain from voting or otherwise attempting to exert any influence on CNN Inc., its Board, or its committees, to affect its decision to participate or not to participate in such transaction. On a case by

shall be made not less than three (3) days before the special meeting; provided that no notice of adjourned meetings need be given. A voice mail or answering machine message shall not constitute sufficient notice. If mailed, the notice shall be directed to each Director and member at his or her address as it appears in the record of the Corporation unless he or she shall have filed with the Secretary thereof a written request that notices intended for him or her be mailed to some other address, in which case it shall be mailed to the address designated in such request. Such further notice shall be given as may be required by law. Meetings may be held without notice if all Directors are present in person.

Section 5. Quorum.

A majority of the Board members elected and serving shall constitute a quorum for the transaction of any business of CHN, Inc. If less than a quorum is present at any meeting, those present may convene as a "Committee of the Whole". However, their actions shall have no effect unless and until ratified by at least a quorum of the Board. Actions voted upon by a majority of the Directors present at a meeting where a quorum is present shall constitute authorized actions of the Board.

Section 6. Conduct of Meetings.

Meetings of the Board of Directors shall be presided over by the Chairperson. The Secretary shall take minutes of the meeting or cause them to be taken, and shall certify the minutes upon review and ratification by the board.

Robert's Rules of Order, Modern Edition, shall be the parliamentary authority of CHN, Inc. and shall govern proceedings of the Board of Directors. Rules adopted by the Board of Directors shall supersede any rules in the parliamentary authority with which they conflict.

Section 7. Telephonic Conferences.

A Director may participate in a meeting of the Directors by a conference telephone or similar communication equipment by which all persons participating in the meeting may communicate effectively with one another if all participants are advised of the communications equipment and the names of the participants in the conference are divulged to all participants. Participation in a meeting pursuant to this Section constitutes presence in person at the meeting.

the CEO is authorized to proceed. In such case, the CEO shall promptly provide a summary of the transaction to the Executive Committee, which transaction shall be ratified by the Executive Committee at its next meeting. The CEO shall sign all corporate documents and agreements on behalf of the Corporation, unless the CEO or the Board instructs that the signing be done with or by some other officers, agent or employees. The CEO shall see that all actions taken by the Board are executed and shall perform all other duties incident to the office. This is subject, however, to the CEO's right and the right of the Board to delegate any specific power to any other offices of the Corporation.

Section 3. President.

The President shall have the power to perform duties that may be assigned by the CEO or the Board. If the CEO is absent or unable to perform his or her duties, the President shall perform the CEO's duties until the Board directs otherwise. The President shall perform all duties incident to the office.

Section 4. Vice President

The Vice President(s), if any, shall have the power to perform duties that may be assigned by the CEO, the President or the Board. If the CEO or the President is absent or unable to perform his or her duties, the Vice President(s) shall perform the CEO or the President's duties until the Board directs otherwise. The Vice President(s) shall perform all duties incident to the office.

Section 5. Chairperson.

The Chairperson, if elected, shall preside at all Board meetings. The Chairperson shall have the power to perform duties as may be assigned by the Board. If the CEO is absent or unable to perform his or her duties, the Chairperson shall perform the CEO's duties until the Board directs otherwise. The Chairperson shall perform all duties incident to the office.

Section 6. Secretary.

The Secretary shall (a) keep minutes of Board meetings, or cause them to be kept; (b) be responsible for providing notice to each Director as required by

Article III, Section 8 updated 7/12/2012 by Full Board
Article V, Sections 1, 3, 7 (new), 8 and 9 updated ______ by Full Board
Article I, Section 2, Page 1, Article V and Article XI updated 4/17/2014 by Full Board
Article I, Section 3, Page 4 Reimbursement, Updated 2/19/2020 by Full Board
Article V, Section 1, Page 10 Standing Committees, Updated 10/13/2022 by Full Board
Article IV. Section 2, 9/27/2023 by full Board

ARTICLE V. COMMITTEES

Section 1. Standing Committees.

The Board shall have the following standing committees:

- Executive
- Finance and Audit
- Governance

A committee designated hereunder may exercise any powers of the Board in managing the Corporation's business and affairs to the extent provided by resolution of the Board or by these By-laws; however no committee shall have the power to:

- a. Amend the Articles of Incorporation.
- b. Adopt an agreement of merger or consolidation;
- c. Amend the By-laws of the Corporation;
- d. Fill vacancies on the Board;
- e. Fix compensation of the Directors for serving on the Board or on a committee.

Section 2. Executive Committee.

The Executive Committee shall consist of the officers of CHN, Inc., the chairs of the standing committees and such members of the Board of Directors as the Chairperson shall nominate, all of whom the Board of Directors shall approve. The Executive Committee shall be chaired by the Board Chairperson. The Executive Committee, in the interim between meetings of the Board of Directors, shall have the authority to act on behalf of the Board. A majority of those Board members appointed and serving on the Executive Committee shall constitute a quorum for the transaction of Committee business. Only Board members may vote on the business of the Executive Committee. The Executive Committee shall also provide a yearly review of the President of the organization. The Committee shall keep a record of minutes and report its action at every meeting of the Board or as often as may be required by the Board of Directors.

Section 3. Finance and Audit Committee.

The Finance and Audit Committee shall consist of the Treasurer of the

Article III, Section 8 updated 7/12/2012 by Full Board
Article V, Sections 1, 3, 7 (new), 8 and 9 updated ______ by Full Board
Article I, Section 2, Page 1, Article V and Article XI updated 4/17/2014 by Full Board
Article I, Section 3, Page 4 Reimbursement, Updated 2/19/2020 by Full Board
Article V, Section 1, Page 10 Standing Committees, Updated 10/13/2022 by Full Board
Article IV. Section 2, 9/27/2023 by full Board

ARTICLE VI. FISCAL MATTERS

Section 1. Fiscal Year.

The fiscal year of CHN, Inc. shall be from October 1 through September 30, inclusive.

Section 2. Bank Accounts.

Upon receipt, the funds of CHN, Inc. shall be deposited in one or more financial institutions, and shall be withdrawn only upon the signature or signatures of the officer, officers, agent or agents specifically authorized by the Board and in a manner consistent with the Investment Policies of the Corporation.

Section 3. Investment Policies.

Funds of CHN, Inc., deemed by the Board of Directors to be funds available for investment, shall be invested in accordance with the investment policy approved by the Board and reviewed annually by the Executive Committee.

Section 4. Contracts, Conveyances, etc.

The Board of Directors shall designate the officers and other employees who shall have authority to execute any instruments on behalf of CHN, Inc. that are aligned with the mission, philosophy, and authority of the CHN, Inc.

- (b) If the quorum described in clause (a) above is not obtainable, then by a committee of Directors who are not parties to the action. The committee shall consist of not less than two (2) disinterested Directors; or
- (c) By independent legal counsel in a written opinion. Section 4. Proportionate Indemnity.

If a person is entitled to indemnification under this Article for a portion of expenses, including attorney fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount, the Corporation shall indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.

Section 5. Non-exclusivity of Rights.

The indemnification or advancement of expenses provided under this Article is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under a contractual arrangement with the Corporation. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses Incurred by the person seeking indemnification or advancement of expenses.

Section 6. Former Directors and Officers.

The indemnification provided in this Article continues for a person who has ceased to be a Director or Officer and shall inure to the benefits of the heirs, executors, and administrators of that person.

Section 7. Insurance.

The Corporation shall purchase and maintain insurance on behalf of any person who was or is a Director, Officer, employee, or agent of the Corporation. Such insurance shall protect against any liability asserted against the person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Corporation would have power to indemnify against such liability under this Article or the laws of the State of Michigan. The Executive Committee shall determine with the President the coverage amount and deductible for such insurance policy.

(Secretary Signature & Date)

(President Signature & Date)

LIQUOR ADVISORY COMMITTEE MINUTES – FINAL

DATE July 15, 2024

A regular meeting of the Liquor Advisory Committee was held on Monday, July 15th in the Lower Level Conference Room of Troy City Hall, 500 West Big Beaver Road. Committee Member David Gorcyca called the meeting to order at 7:00 p.m.

ROLL CALL:

PRESENT:

Ann Comiskey

David Gorcyca David Haight Kelly Jones Matthew Martin

ABSENT:

Annalisa Bluhm

ALSO PRESENT: Lori Grigg Bluhm, City Attorney

Lynn Giorgi, Police Department Staffing and Standards Shelby Larkin, Police Department Office Manager

Resolution to Approve Minutes of November 11, 2019 Meeting

Resolution #LC2024-07-001 Moved by Gorcyca Seconded by Jones

RESOLVED, That the Minutes of the November 11th, 2019 meeting of the Liquor Advisory Committee be APPROVED.

Yes: 5 No: 0 Absent: 1

Resolution #LC2024-07-002 Moved by Comiskey

Seconded by Haight

RESOLVED, That the Liquor Advisory Committee APPOINTS David Gorcyca as Chairperson of the Liquor Advisory Committee.

Yes: 5 No: 0 Absent: 1

Resolution #LC2024-07-003

Moved by Jones

Seconded by Haight

RESOLVED, That the Liquor Advisory Committee APPOINTS Matthew Martin as Vice Chairperson of the Liquor Advisory Committee.

Yes: 5 No: 0 Absent: 1

Resolution #LC2024-07-004 Moved by Martin Seconded by Jones

RESOLVED, That the Liquor Advisory Committee SCHEDULES a Special Liquor Advisory Committee meeting for Monday, August 5th, 2024, starting at 7 pm in the Lower Level Conference Room of City Hall for the purpose of reviewing applications for the Quota Class C liquor licenses held by the City of Troy.

Yes: 5 No: 0 Absent:1

Resolution #LC2024-070005 Moved by Martin Seconded by Jones

RESOLVED, That the Liquor Advisory Committee directs City Administration to publicize on its webpage that there are up to five available Quota Class C liquor licenses, and sets the deadline for the submission of all applications for these liquor licenses on Monday, July 31, 2024 at 4:30 pm.

City Attorney Lori Grigg Bluhm was present at the meeting, and upon her request and with a consensus of the Committee, she presented a legal update (attached).

David Gorcyca, Chairpe

The meeting adjourned at 7:41 p.m.

Office Manager

Date: August 1, 2024

To: Robert J. Bruner, Acting City Manager

From: Megan E. Schubert, Assistant City Manager

Brian Goul, Recreation Director

Subject: New Fitness Membership

History

The Recreation Department operates the Fitness Center at the Troy Community Center. In the past, there was a popular fitness membership option called the Fitness Passport that included group exercise classes. Currently, classes are a separate activity that participants must register for each session. There is also no option to drop-in to classes at this time. Customers often request a membership option that includes classes and drop-in options.

Changes starting in September

Starting in September, a new membership option called All-Access Membership will be available. This Membership tier will include classes. We will no longer offer classes separately for individual sign up. All-Access Members will have access to over 30 classes per week, plus unlimited access to fitness area, gymnasium, indoor pool, and locker rooms. For those that do not wish to attend classes, a Basic Membership will be available.

Monthly schedules will be released in coordination with instructor availability. Monthly fees will be prorated based on when a member joins. An All-Access Day Pass will allow drop-ins to try out a class. It will allow classes to take place without make-up week breaks. The new structure will also have more flexibility in scheduling classes around Holidays.

All-Access Membership Fees are similar to current Flex into Fitness group fitness class fees. Included below is a fee comparison chart and Frequently Asked Questions. These are also available on the Recreation website.



Fitness Class Option	Flex into Fitness Drop into dozens of fitness classes for designated amount of weeks, with no proration and two weeks off in between each session. Registration required each season.	Specialty Classes Access to one speciality fitness class for a designated amount of weeks. No proration. Registration required each season.	All-Access Fitness Membership Unlimited drop into dozens of fitness classes year round, plus access to locker rooms, fitness area, pool, and gym. Cancel anytime.
1 WEEK	\$12	\$10	\$11.75
4 WEEKS	\$48	\$40	\$47

Seniors and Matinee save even more: \$45/month Senior 60+ or \$42/month Matinee!

FITNESS MEMBERSHIP FAQ

Beginning August 1, 2024, choose from a Basic membership or All-Access membership:

Basic: Unlimited access to fitness area, gymnasium, indoor pool, and locker rooms.

All-Access: Access to more than 30 group fitness classes per week, plus unlimited access to fitness area, gymnasium, indoor pool, and locker rooms.

Why are we making changes?

- Customers often request a membership option that includes classes.
- Switching to a membership instead of an activity will save customers time and provide added value.
- Customers will avoid the hassle of registering each session and updating key fobs.
- We will no longer have unpopular make-up weeks that cause unwanted breaks in classes.
- As often requested, an All-Access Day Pass will allow drop-ins to try out a class.
- The City will save resources as some administrative tasks will be eliminated with the new structure.

Will it cost more to attend classes?

 Fees are similar to current Flex into Fitness class fees. Currently residents pay approx. \$12/week or \$48/month. An adult (18-59) resident will pay \$47/month for All-Access membership.



How will it work?

- All-Access Members will have access to over 30 classes per week, plus unlimited access to fitness area, gymnasium, indoor pool, and locker rooms.
- Over 30 classes, including Specialty Fitness and Flex into Fitness, will be merged into one structure.
- Monthly schedules will be released in coordination with instructor availability, similar to the pool/gym schedules.
- New members can join anytime. Monthly fees will be pro-rated based on when you join.

How can I cancel my membership?

- Monthly Memberships purchased with the EFT service can be cancelled at any time by completing a Membership Cancellation Form prior to the 26th of the upcoming month to prevent being charged for the following month.
- There is a \$35 fee for credit card and check transactions (including EFT's) returned as unpayable by the financial institution.
- There are no refunds for fitness memberships.

When will this happen?

- The All-Access Fitness Membership will be advertised in the Fall 2024 Recreation Guide.
- Current participants will be notified during the summer session, which runs June 17 August 29.
- Registration may begin once the Fall Guide is live in August (no need to wait for registration day).
- All-Access Members will start billing September 1 with classes starting Tuesday, September 3.

Date: July 25, 2024

To: Robert J. Bruner, Acting City Manager

Megan Schubert, Assistant City Manager

From: Paul Evans, Zoning & Compliance Specialist

Subject: Report to City Council – Citizen Sign Volunteers

History

In 2011, budget reductions in the Troy Police Department eliminated their weekend temporary sign removal function. In response, the Troy Code Enforcement Department devised a Citizen Volunteer program devoted to resuming weekend temporary sign removal. The program's sole focus is to remove temporary signs placed in the right of way.

The Code Enforcement Department received program design guidance from the City Attorney Office, and Police and Engineering Departments, as well as two outside agencies - the City of Farmington Hills and Hillsborough County in Tampa, Florida. Current and former volunteers, all Troy residents, receive field training from one of our Housing & Zoning Inspectors. Volunteers began their work in September, 2011. Working in pairs on weekends, they tour the community in a City-provided pickup truck.

Troy's current team of 10 volunteers have removed 1,125 signs in the past year. Since August 2014, when we started tracking number of removed signs, 13,173 signs have been removed from public right of ways. The volunteers are Gary Chamberlain, Bruce Chapman, Dave Schwartz, Tom Bartlett, Paul Bartlett, Michael Leavitt, Doug Smith, Walter Storrs, Bob Krokosky, and Heather Hadley.

The City is fortunate to have caring residents who volunteer to maintain a positive community appearance.

From: Bob Bruner

To: <u>Brian Goul; Megan E Schubert; Dylan J Clark</u>

Cc: <u>Cheryl A Stewart</u>
Subject: Re: Tigers Game Outing

Date: Friday, August 2, 2024 8:28:22 AM

From: Ruth Birg

Sent: Thursday, August 1, 2024 6:08 PM

To: Lyndsey A Ramsay
Cc: Mike Birg; Brian Goul
Subject: Tigers Game Outing

Lindsey, thank you again for hosting a really nice event on Tuesday. I also had a wonderful experience on your DIA trip this Spring.

You have a great talent for organizing and shepherding all of us "older" folks. It can't be easy!

Have a great day!

Ruth and Mike B



GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

City of Troy Michigan

For the Fiscal Year Beginning

July 01, 2024

Christopher P. Morrill

Executive Director



Michigan Association of Municipal Clerks

July 17, 2024

Bob Bruner, Acting City Manager City of Troy 500 W. Big Beaver Rd Troy, MI 48084

Dear Acting City Manager, Bob Bruner:

The Michigan Association of Municipal Clerks is an organization that promotes and educates Michigan's Clerks. Through our Michigan Professional Municipal Clerk (MiPMC) certification program, Clerks are recognized for their knowledge of the multifaceted Clerk's profession. We are pleased to announce that your City Clerk, M. Aileeen Dickson, has met the program criteria and has obtained a Level 3 MiPMC certification.

M. Aileeen's commitment to education and desire to maintain certification clearly defines commitment to the Clerk's profession and your community. On behalf of the Michigan Association of Municipal Clerks Board of Directors, I ask that you join us in congratulating M. Aileeen Dickson for this accomplishment and well-deserved recognition.

Sincerely,

Jacqueline Beaudry, MiPMC/MMC

MAMC President

The Michigan Association of Municipal Clerks

Hereby Confers the Designation of



Michigan Professional Municipal Clerk Level Three

to

M. Aileen Dickson

In recognition of having satisfied the requirements prescribed by the Michigan Association of Municipal Clerks



Melanio D. Ryska

3/20/2014

7/16/2024

Melanie D. Ryska, MiPMC/CMC MAMC President

Date Originally Certified

Date Level Three Certified



July 26, 2024

CITY CLERK CITY OF TROY 500 W. BIG BEAVER ROAD TROY, MI 48084

STATE OF MICHIGAN BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION NOTICE OF HEARING FOR THE ELECTRIC CUSTOMERS OF DTE ELECTRIC COMPANY CASE NO. U-21550

- DTE Electric Company requests Michigan Public Service Commission's approval to commence a renewable energy cost reconciliation proceeding for the 12-month period ended December 31, 2023.
- The information below describes how a person may participate in this case.
- You may call or write DTE Electric Company, 1 Energy Plaza, Detroit, MI 48226, (800) 477-4747, for a free copy of its application. Any person may review the documents at the offices of DTE Electric Company or on the Commission's website at: michigan.gov/mpscedockets.
- A pre-hearing will be held:

DATE/TIME:

Tuesday, August 13, 2024 at 9:30 AM

BEFORE:

Administrative Law Judge Christopher S. Saunders

LOCATION:

Video/Teleconference

PARTICIPATION:

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

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Electric Company's (DTE Electric) June 27, 2024 application requesting the Commission to: 1) determine that DTE Electric's 2023 Renewable Cost Reconciliation and DTE Electric's 2008 PA 295 revenues collected and costs incurred in 2023 are reasonable and meet all relevant requirements under 2008 PA 295, as amended by 2016 PA 342; 2) consistent with MCL 460.1049, reconcile the pertinent revenues recorded and the allowance for the nonvolumetric Revenue Recovery Mechanism with the amounts actually expensed and projected according to DTE Electric's proposed Amended Renewable Energy Plan, including: (a) determining that DTE Electric is in compliance with the Renewable Energy Standards of 2008 PA 295, as amended by 2016 PA 342 (b) ensuring that the retail rate impacts under DTE Electric's Renewable Cost Reconciliation Revenue Recovery Mechanism do not exceed the maximum retail rate impacts specified under Section 45 of 2008 PA 295, as amended by 2016 PA 342 (MCL 460.1045); (c) ensuring that DTE Electric's Revenue Recovery Mechanism is projected to maintain a minimum balance of accumulated reserve so that a regulatory asset does not accrue; (d) maintaining DTE Electric's existing Revenue Recovery Mechanism and approved surcharge amounts to ensure DTE Electric's recovery of its Incremental Cost of Compliance with the Renewable Energy Standards; (e) approve the prices per MWh for renewable energy capacity and advanced cleaner energy capacity and for renewable energy and advanced cleaner energy to be recovered through DTE Electric's PSCR clause under MCL 460.6j; (f) determine that it is not necessary or appropriate at

this time to adjust DTE Electric's minimum balance of accumulated reserve funds; (g) where DTE Electric has recorded a regulatory liability in any given month, approve DTE Electric's proposed treatment of interest on the regulatory liability balance; 3) determine that DTE Electric's actions with respect to its Amended Renewable Energy Plan were and are reasonable and determine that its proposed Renewable Energy Plan surcharges are just, reasonable and should continue; 4) approve DTE Electric's Order maintaining existing rates and charges in the manner described and proposed; 5) grant DTE Electric regulatory authority and approvals as proposed, including but not limited to approval of its request that 222,070 Energy Credits be transferred at zero cost from DTE Electric's inventory of Energy Credits to, and used for compliance with its Amended Renewable Energy Plan, in accordance with DTE Electric's Amended Renewable Energy Plan, MCL 460.1028(5) (former Section MCL 460.1027), and the Commission's Order in Case No. U-16357; and 6) grant DTE Electric such further additional relief, as the Commission may deem suitable and appropriate.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by August 6, 2024. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric Company's attorney, John A. Janiszewski, One Energy Plaza, Detroit, MI 48226.

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

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21550**. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

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

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

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6 et seq.; 2008 PA 295, MCL 460.1001 et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.



CITY CLERK CITY OF TROY 500 W. BIG BEAVER ROAD TROY, MI 48084

STATE OF MICHIGAN BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION NOTICE OF HEARING FOR THE ELECTRIC & GAS CUSTOMERS OF DTE ENERGY COMPANY CASE NO. U-21558

- DTE Electric Company & DTE Gas Company requests Michigan Public Service Commission's approval for the Reconciliation of DTE's Energy Waste Reduction Plan Expenses for the Plan Year 2023.
- The information below describes how a person may participate in this case.
- You may call or write DTE Energy Company, One Energy Plaza, Detroit, MI 48226, 800-477-4747 for a free copy of its application. Any person may review the documents at the offices of DTE Electric & DTE Gas Company or on the Commission's website at: michigan.gov/mpscedockets.
- A pre-hearing will be held:

DATE/TIME: Tuesday, August 13, 2024 at 9:00 AM

BEFORE: Administrative Law Judge James M. Varchetti

LOCATION: Video/Teleconference

PARTICIPATION: Any interested person may participate. Persons needing any

assistance to participate should contact the Commission's Executive Secretary at (517) 284-8096, or by email at mpscedockets@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Electric Company & DTE Gas Company's (DTE) June 27, 2024 application requesting the Commission to Determine that DTE's reconciliations for its 2023 EWR plan year are reasonable, and that they meet all relevant requirements of Act 295 as amended by Act 342; 2) approve DTE's reconciliations for the 2023 EWR plan year, the performance incentives, and the associated proposed tariffs; 3) approve the necessary accounting authority as proposed by DTE; and 4) grant DTE other and further relief as is just and reasonable.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by August 6, 2024. (Interested persons may elect to

file using the traditional paper format.) The proof of service shall indicate service upon DTE Energy Company's attorney, Breanne K. Reitzel, One Energy Plaza, Detroit, MI 48226.

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

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21558**. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

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

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

U-21558





CITY CLERK CITY OF TROY 500 W. BIG BEAVER ROAD TROY, MI 48084

STATE OF MICHIGAN BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION REVISED NOTICE OF HEARING FOR THE ELECTRIC CUSTOMERS OF DTE ELECTRIC COMPANY CASE NO. U-21658

- DTE Electric Company requests Michigan Public Service Commission's approval for reconciliation of its 2023 Demand Response program costs.
- The information below describes how a person may participate in this case.
- You may call or write DTE Electric Company, One Energy Plaza, Detroit, MI 48226, (800) 477-4747, for a free copy of its application. Any person may review the documents at the offices of DTE Electric Company or on the Commission's website at: michigan.gov/mpscedockets.
- A pre-hearing will be held:

DATE/TIME:

Thursday, August 22, 2024 at 9:00 AM

BEFORE:

Administrative Law Judge James M. Varchetti

LOCATION:

Video/Teleconference

PARTICIPATION:

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

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Electric Company's (DTE Electric) June 28, 2024 application requesting the Commission to: 1) approve DTE Electric's 2023 Demand Response (DR) reconciliation capital expenditures at \$702,199 lower than \$7,348,583 amount authorized by the Commission, and Operation & Maintenance expenses at \$501,488 lower than the \$2,896,528 amount authorized by the Commission; 2) approve that the resulting revenue requirement difference of \$1,729,906 for the year 2023 be booked as a regulatory liability that shall be included in DTE Electric's next general rate case; 3) approve DTE Electric's proposal for recovery of the financial incentive mechanism in the amount of \$544,823 for 2023; 4) approve any other recommendations and proposals as requested by DTE Electric; and 5) grant DTE Electric further and additional relief and authority as the Commission may deem necessary, suitable, and appropriate.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by August 15, 2024. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric Company's attorney, John A. Janiszewski, One Energy Plaza, Detroit, MI 48226.

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

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21658**. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

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

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

U-21658