

# **AGENDA**

**Regular Meeting of the**

## **CITY COUNCIL OF THE CITY OF TROY**

**APRIL 3, 2006**

**CONVENING AT 7:30 P.M.**

**Submitted By  
The Acting City Manager**

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***NOTICE: People with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk at (248) 524-3316 or via e-mail at [clerk@ci.troy.mi.us](mailto:clerk@ci.troy.mi.us) at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.***

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TO: The Honorable Mayor and City Council  
Troy, Michigan

FROM: John M. Lamerato, Acting City Manager

SUBJECT: Background Information and Reports

Ladies and Gentlemen:

This booklet provides a summary of the many reports, communications and recommendations that accompany your Agenda. Also included are suggested or requested resolutions and/or ordinances for your consideration and possible amendment and adoption.

Supporting materials transmitted with this Agenda have been prepared by department directors and staff members. I am indebted to them for their efforts to provide insight and professional advice for your consideration.

Identified below are goals for the City, which have been advanced by the governing body; and Agenda items submitted for your consideration are on course with these goals.

### **Goals**

1. Minimize cost and increase efficiency of City government.
2. Retain and attract investment while encouraging redevelopment.
3. Effectively and professionally communicate internally and externally.
4. Creatively maintain and improve public infrastructure.
5. Protect life and property.

As always, we are happy to provide such added information as your deliberations may require.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John M. Lamerato". The signature is fluid and cursive, with a large, stylized initial "J" and "L".

John M. Lamerato, Acting City Manager

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## CITY COUNCIL

### AGENDA

April 3, 2006 – 7:30 PM  
Council Chambers  
City Hall - 500 West Big Beaver  
Troy, Michigan 48084  
(248) 524-3317

**CALL TO ORDER:** 1

**INVOCATION & PLEDGE OF ALLEGIANCE: Pastor Vince Messina – Woodside Bible Church** 1

**ROLL CALL:** 1

**CERTIFICATES OF RECOGNITION:** 1

A-1 Presentations: No Presentations 1

**CARRYOVER ITEMS:** 1

B-1 No Carryover Items 1

**PUBLIC HEARINGS:** 1

C-1 Commercial Vehicle Appeal – 5152 Prentis 1

C-2 Commercial Vehicle Appeal – 3463 Crooks Road 3

**POSTPONED ITEMS:** 4

D-1 Overhead Easement for Detroit Edison – Sidwell #20-23-354-048 4

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D-2	Board and Committee Appointment to the Traffic Committee	5
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**CONSENT AGENDA: 5**

E-1a	Approval of “E” Items NOT Removed for Discussion	5
E-1b	Address of “E” Items Removed for Discussion by City Council and/or the Public	6
E-2	Approval of City Council Minutes	6
E-3	Proposed City of Troy Proclamations:	6
	a) Oakland County Community Development Week – April 17 – 23, 2006.....	6
	b) Proclamation Celebrating the Success of Super Bowl XL Thanks to Larry Alexander, John Witz and Susan Sherer .....	6
E-4	Standard Purchasing Resolutions	6
	a) Standard Purchasing Resolution 4: Oakland County Cooperative Purchasing Agreement - Trailer Mounted 4-ton Asphalt Hot Patcher .....	6
	b) Standard Purchasing Resolution 1: Award to Low Bidder – Contract 06-1 Rochester at Wattles and Square Lake – Mill and Overlay .....	6
	c) Standard Purchasing Resolution 4: Oakland County Cooperative Purchasing Agreement – New Oakland County Emergency Radio Equipment Including Two Sole Source Vendors .....	7
	d) Standard Purchasing Resolution 3: Option to Renew – Printing of Troy Today...	7
	e) Standard Purchasing Resolution 4: State of Michigan Cooperative Purchasing Agreement MiDEAL – Commercial Lawn Equipment .....	7
	f) Standard Purchasing Resolution 2: Bid Award – Low Bidders Meeting Specifications – Turfgrass Chemical Products .....	8
E-5	Park and Ride Agreement with Royal Transportation and City of Troy	8
E-6	Request for Acceptance of Five Easements and Warranty Deed from Amberwood Condominiums of Troy, Inc. – Sidwell #88-20-03-226-010	8

**PUBLIC COMMENT: Limited to Items Not on the Agenda 9**

**REGULAR BUSINESS: 9**

F-1	Appointments to Boards and Committees: a) Mayoral Appointments: Local Development Finance Authority (LDFA) b) City Council Appointments: Advisory Committee for Persons with Disabilities; Advisory Committee for Senior Citizens; Board of Zoning Appeals; Charter Revision Committee; Employee Retirement	
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	System Board of Trustees – City Council Representative; Historic District Commission; Municipal Building Authority; Personnel Board; and Troy Daze Advisory Committee	9
F-2	Election Precincts 12 and 13 Relocation of Polling Location	11
F-3	Contract for Greenstar & Associates, LLC for Right-of Way Services	12
F-4	City of Troy v. Linda and Raymond Winter	13
F-5	Transfer of WOW Cable Franchise	13
F-6	Bid Waiver – Integrated Security Management System Installation with Time Tracker Software and Maintenance	15
	<b><u>MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:</u></b>	<b>16</b>
G-1	Announcement of Public Hearings:	16
	a) Zoning Ordinance Text Amendment (ZOTA-201) – Article 28.30.00, Indoor Commercial Recreation in the M-1 Light Industrial Zoning District – April 17, 2006 .....	16
	b) Zoning Ordinance Text Amendment (ZOTA 222) – Article XXVIII, Antique or Classic Automobile Sales in the M-1 Light Industrial District – April 17, 2006 ....	16
	c) Commercial Vehicle Appeal – 376 Colebrook – April 17, 2006 .....	16
	d) Rezoning Application – Proposed Medical Office, East Side of Stephenson Highway, North of Fourteen Mile and South of Maple, Section 35 – R-C to O-M (Z 715) – April 17, 2006.....	16
G-2	Green Memorandums: No Memorandums Submitted	16
	<b><u>COUNCIL REFERRALS: Items Advanced to the City Manager by Individual City Council Members for Placement on the Agenda</u></b>	<b>16</b>
H-1	No Council Referrals Advanced	16
	<b><u>COUNCIL COMMENTS:</u></b>	<b>16</b>
I-1	No Council Comments Advanced	16

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**REPORTS: 16**

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J-1 Minutes – Boards and Committees: 16

- a) Traffic Committee/Final – October 19, 2005..... 16
- b) Traffic Committee/Final – January 18, 2006..... 16
- c) Parks and Recreation Advisory Board/Final – January 19, 2006..... 16
- d) Ethnic Issues Advisory Board/Final – February 7, 2006..... 16
- e) Traffic Committee/Final – February 15, 2006..... 16
- f) Board of Zoning Appeals/Final – February 21, 2006..... 16
- g) Ethnic Issues Advisory Board/Draft – March 7, 2006..... 16
- h) Planning Commission/Draft – March 14, 2006..... 16

J-2 Department Reports: 16

- a) Police Department – Selection of Sergeant Donald Ostrowski to Serve on the U.S. Department of Homeland Security/Office of Infrastructure Protection Panel..... 16
- b) Finance Department – City Council Expense Report – March, 2006..... 16
- c) City Attorney’s Office – 2006 First Quarter Litigation Report..... 16

J-3 Letters of Appreciation: 16

- a) Letter of Thanks to Chief Craft from Paula Talarico, Martell Elementary PTO President, In Appreciation of the Internet Safety Presentation by Detective Mork..... 16

J-4 Proposed Proclamations/Resolutions from Other Organizations: None Submitted 16

J-5 Calendar 17

J-6 Award of Excellence from the Michigan Concrete Paving Association for Coolidge Highway Realignment at Wattles Road 17

**STUDY ITEMS: 17**

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K-1 City Ordinance, Chapter 28 and the Tree Ordinance and Landscape Design and Tree Preservations Standards 17

**PUBLIC COMMENT: Address of “K” Items 17**

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**CLOSED SESSION: 17**

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L-1 Closed Session: No Closed Session Requested 17

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**SCHEDULED CITY COUNCIL MEETINGS:**

Monday, April 17, 2006 Regular City Council..... 18  
Monday, April 24, 2006 (Budget Study Session) Regular City Council ..... 18  
Monday, May 1, 2006 (Budget Study Session II) Special/Study City Council ..... 18  
Monday, May 8, 2006 Regular City Council ..... 18  
Monday, May 15, 2006 Regular City Council ..... 18  
~~Monday, May 22, 2006 CANCELLED Regular City Council..... 18~~  
Monday, June 5, 2006 Regular City Council ..... 18  
Monday, June 19, 2006 Regular City Council ..... 18  
Monday, July 10, 2006 Regular City Council..... 18  
Monday, July 24, 2006 Regular City Council..... 18

**CALL TO ORDER:****INVOCATION & PLEDGE OF ALLEGIANCE: Pastor Vince Messina –  
Woodside Bible Church****ROLL CALL:**

Mayor Louise E. Schilling  
Robin Beltramini  
Cristina Broomfield  
Wade Fleming  
Martin F. Howrylak  
David A. Lambert  
Jeanne M. Stine

**CERTIFICATES OF RECOGNITION:**

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**A-1 Presentations: No Presentations**

**CARRYOVER ITEMS:**

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**B-1 No Carryover Items**

**PUBLIC HEARINGS:**

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**C-1 Commercial Vehicle Appeal – 5152 Prentis**

Suggested Resolution

Resolution #2006-04-

Moved by

Seconded by

**Proposed Resolution A (For Approval)**

WHEREAS, Section 44.02.02 of Chapter 39, Zoning, of the Code of the City of Troy provides that actions to grant appeals to the restrictions on outdoor parking of commercial vehicles in residential districts pursuant to Section 40.66.00 of Chapter 39 of the Code of the City of Troy shall be based upon at least one of the following findings by the City Council:

- A. The occurrence of the subject commercial vehicle on the residential site involved is compelled by parties other than the owner or occupant of the subject residential site (e.g. employer).
- B. Efforts by the applicant have determined that there are no reasonable or feasible alternative locations for the parking of the subject commercial vehicle.

- C. A garage or accessory building on the subject residential site cannot accommodate, or cannot reasonably be constructed or modified to accommodate, the subject commercial vehicle.
- D. The location available on the residential site for the outdoor parking of the subject commercial vehicle is adequate to provide for such parking in a manner which will not negatively impact adjacent residential properties, and will not negatively impact pedestrian and vehicular movement along the frontage street(s); and

WHEREAS, The City Council of the City of Troy has found that the petitioner has demonstrated the presence of the following condition(s), justifying the granting of a variance: \_\_\_\_\_

\_\_\_\_\_.

NOW, THEREFORE, BE IT RESOLVED, That the request from Mr. Bujar Rexha, 5152 Prentis, for waiver of Chapter 39, Section 40.66.00, of the Code of the City of Troy, to permit outdoor parking of a Dodge cube van in a residential district is hereby **APPROVED** for \_\_\_\_\_ (not to exceed two years).

**Or Proposed Resolution B (For Denial)**

WHEREAS, Section 44.02.02 of Chapter 39, Zoning, of the Code of the City of Troy provides that actions to grant appeals to the restrictions on outdoor parking of commercial vehicles in residential districts pursuant to Section 40.66.00 of Chapter 39 of the Code of the City of Troy shall be based upon at least one of the following findings by the City Council:

- A. The occurrence of the subject commercial vehicle on the residential site involved is compelled by parties other than the owner or occupant of the subject residential site (e.g. employer).
- B. Efforts by the applicant have determined that there are no reasonable or feasible alternative locations for the parking of the subject commercial vehicle.
- C. A garage or accessory building on the subject residential site cannot accommodate, or cannot reasonably be constructed or modified to accommodate, the subject commercial vehicle.
- D. The location available on the residential site for the outdoor parking of the subject commercial vehicle is adequate to provide for such parking in a manner which will not negatively impact adjacent residential properties, and will not negatively impact pedestrian and vehicular movement along the frontage street(s); and

WHEREAS, The City Council of the City of Troy has not found that the petitioner has demonstrated the presence of condition(s), justifying the granting of a variance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

NOW, THEREFORE, BE IT RESOLVED, That the request from Mr. Bujar Rexha, 5152 Prentis, for waiver of Chapter 39, Section 40.66.00, of the Code of the City of Troy, to permit outdoor parking of a Dodge cube van in a residential district is hereby **DENIED**.

Yes:

No:

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**C-2 Commercial Vehicle Appeal – 3463 Crooks Road**

Suggested Resolution

Resolution #2006-04-

Moved by

Seconded by

**Proposed Resolution A (For Approval)**

WHEREAS, Section 44.02.02 of Chapter 39, Zoning, of the Code of the City of Troy provides that actions to grant appeals to the restrictions on outdoor parking of commercial vehicles in residential districts pursuant to Section 40.66.00 of Chapter 39 of the Code of the City of Troy shall be based upon at least one of the following findings by the City Council:

- A. The occurrence of the subject commercial vehicle on the residential site involved is compelled by parties other than the owner or occupant of the subject residential site (e.g. employer).
- B. Efforts by the applicant have determined that there are no reasonable or feasible alternative locations for the parking of the subject commercial vehicle.
- C. A garage or accessory building on the subject residential site cannot accommodate, or cannot reasonably be constructed or modified to accommodate, the subject commercial vehicle.
- D. The location available on the residential site for the outdoor parking of the subject commercial vehicle is adequate to provide for such parking in a manner which will not negatively impact adjacent residential properties, and will not negatively impact pedestrian and vehicular movement along the frontage street(s); and

WHEREAS, The City Council of the City of Troy has found that the petitioner has demonstrated the presence of the following condition(s), justifying the granting of a variance: \_\_\_\_\_

\_\_\_\_\_.

NOW, THEREFORE, BE IT RESOLVED, That the request from Mr. Timothy Clyne, 3463 Crooks Road, for waiver of Chapter 39, Section 40.66.00, of the Code of the City of Troy, to permit outdoor parking of a GMC cube van in a residential district is hereby **APPROVED** for \_\_\_\_\_(not to exceed two years).

**Or Proposed Resolution B (For Denial)**

WHEREAS, Section 44.02.02 of Chapter 39, Zoning, of the Code of the City of Troy provides that actions to grant appeals to the restrictions on outdoor parking of commercial vehicles in residential districts pursuant to Section 40.66.00 of Chapter 39 of the Code of the City of Troy "shall be based upon at least one of the following findings by the City Council:

- A. The occurrence of the subject commercial vehicle on the residential site involved is compelled by parties other than the owner or occupant of the subject residential site (e.g. employer).
- B. Efforts by the applicant have determined that there are no reasonable or feasible alternative locations for the parking of the subject commercial vehicle.
- C. A garage or accessory building on the subject residential site cannot accommodate, or cannot reasonably be constructed or modified to accommodate, the subject commercial vehicle.
- D. The location available on the residential site for the outdoor parking of the subject commercial vehicle is adequate to provide for such parking in a manner which will not negatively impact adjacent residential properties, and will not negatively impact pedestrian and vehicular movement along the frontage street(s); and

WHEREAS, The City Council of the City of Troy has not found that the petitioner has demonstrated the presence of condition(s), justifying the granting of a variance:

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NOW, THEREFORE, BE IT RESOLVED, That the request from Mr. Timothy Clyne, 3463 Crooks Road, for waiver of Chapter 39, Section 40.66.00, of the Code of the City of Troy, to permit outdoor parking of a GMC cube van in a residential district is hereby **DENIED**.

Yes:

No:

**POSTPONED ITEMS:****D-1 Overhead Easement for Detroit Edison – Sidwell #20-23-354-048**Suggested Resolution

Resolution #2006-04-

Moved by

Seconded by

RESOLVED, That the request from Detroit Edison to grant an overhead easement over the property with Sidwell #88-20-23-354-048 is **GRANTED**; and

BE IT FURTHER RESOLVED, That Council directs the Mayor and City Clerk to **EXECUTE** the easement document.

Yes:

No:

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## **D-2 Board and Committee Appointment to the Traffic Committee**

### Suggested Resolution

Resolution #2006-04-

Moved by Beltramini

Seconded by Stine

RESOLVED, That the following person is hereby **APPOINTED BY THE CITY COUNCIL** to serve on the Boards and Committees as indicated:

### Traffic Committee

Appointed by Council (7) – 3 Year Terms

Sarah Binkowski

Term Expires 01/31/09

Yes:

No:

## **CONSENT AGENDA:**

*The Consent Agenda includes items of a routine nature and will be approved with one motion. That motion will approve the recommended action for each item on the Consent Agenda. Any Council Member may ask a question regarding an item as well as speak in opposition to the recommended action by removing an item from the Consent Agenda and have it considered as a separate item. Any item so removed from the Consent Agenda shall be considered after other items on the consent portion of the agenda have been heard. Public comment on Consent Agenda Items will be permitted under Agenda Item 9 "E".*

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

### Suggested Resolution

Resolution #2006-04-

Moved by

Seconded by

RESOLVED, That all items as presented on the Consent Agenda are hereby **APPROVED** as presented with the exception of Item(s) \_\_\_\_\_, which shall be considered after Consent Agenda (E) items, as printed.

Yes:

No:

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**E-1b Address of "E" Items Removed for Discussion by City Council and/or the Public**

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

Resolution #2006-04-

RESOLVED, That the Minutes of the 7:30 PM Regular City Council Meeting of March 27, 2006 be **APPROVED** as submitted.

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**E-3 Proposed City of Troy Proclamations:**Suggested Resolution

Resolution #2006-04-

RESOLVED, That the following City of Troy Proclamations be **APPROVED**:

- a) Oakland County Community Development Week – April 17 – 23, 2006
- b) Proclamation Celebrating the Success of Super Bowl XL Thanks to Larry Alexander, John Witz and Susan Sherer

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**E-4 Standard Purchasing Resolutions**

- a) **Standard Purchasing Resolution 4: Oakland County Cooperative Purchasing Agreement - Trailer Mounted 4-ton Asphalt Hot Patcher**

Suggested Resolution

Resolution #2006-04-

RESOLVED, That a contract to purchase one (1) Spaulding, 4-ton trailer mounted asphalt hot patcher from Bell Equipment Company is hereby **APPROVED** through the Oakland County Cooperative Purchasing Agreement at an estimated cost of \$10,241.00.

- b) **Standard Purchasing Resolution 1: Award to Low Bidder – Contract 06-1 Rochester at Wattles and Square Lake – Mill and Overlay**

Suggested Resolution

Resolution #2006-04-

RESOLVED, That Contract No. 06-1, Rochester at Wattles and Square Lake mill and overlay, be **AWARDED** to Ajax Paving Industries, Inc., 830 Kirts Blvd., Suite 100, Troy, MI 48084 at an estimated total cost of \$298,196.02; and

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements, and if additional work is required such additional work is **AUTHORIZED** in an amount not to exceed 10% of the total project cost.

**c) Standard Purchasing Resolution 4: Oakland County Cooperative Purchasing Agreement – New Oakland County Emergency Radio Equipment Including Two Sole Source Vendors**

Suggested Resolution

Resolution #2006-04-

RESOLVED, That contracts to purchase emergency radio equipment from M/A Com, Inc. of Lynchburg, VA and Cynergy Wireless of Troy, MI are hereby **APPROVED** through Oakland County Cooperative Purchasing Agreements; and

BE IT FURTHER RESOLVED, That the Troy Police Department is **AUTHORIZED** to purchase additional radio equipment from Television Equipment Associates of New York and SetCom Communications of California, the sole source vendors for additional ancillary equipment compatible with equipment currently in use, for an estimated total project cost of \$102,000.00; at prices contained in Appendix 1, Detailed Cost Estimates, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

**d) Standard Purchasing Resolution 3: Option to Renew – Printing of Troy Today**

Suggested Resolution

Resolution #2006-04-

WHEREAS, On April 18, 2005, a one-year contract with the option to renew for two additional one-year periods for the printing of the Troy Today quarterly newsletter was awarded to the lowest bidder meeting specifications, Grand River Printing & Imaging of Belleville, Michigan (Resolution #2005-04-183-E-4e); and

WHEREAS, Grand River Printing & Imaging has agreed to exercise the option to renew the first of two additional one-year periods under the same prices, terms, and conditions;

NOW, THEREFORE, BE IT RESOLVED, That the option to renew the contract for one additional year is hereby **EXERCISED** with Grand River Printing & Imaging to provide printing of the quarterly Troy Today newsletter for an estimated total cost of \$70,060.72 per year, plus the actual cost of bulk rate postage, under the same prices, terms, and conditions as the original contract, to expire upon completion of the Spring 2007 issue.

**e) Standard Purchasing Resolution 4: State of Michigan Cooperative Purchasing Agreement MiDEAL – Commercial Lawn Equipment**

Suggested Resolution

Resolution #2006-04-

RESOLVED, That a contract to purchase one (1) commercial zero turn riding mower from John Deere Company, 2000 Deere Run, Cary, NC is hereby **APPROVED** through the terms of the State of Michigan Cooperative Purchasing Agreement, MiDEAL, at an estimated total cost of \$12,247.00.

**f) Standard Purchasing Resolution 2: Bid Award – Low Bidders Meeting Specifications – Turfgrass Chemical Products**

Suggested Resolution

Resolution #2006-04-

RESOLVED, That contracts to purchase 2006 season requirements of turfgrass protection products are hereby **AWARDED** to the lowest bidders meeting specifications as follows:

<u>BIDDERS</u>	<u>ITEMS</u>
Tri-Turf of Farmington Hills, MI	4,7,37
Verdicon/UAP of Linden, MI	16,17,21,25
Great Lakes Turf, LLC of Grand Rapids MI	5,8,13,14,15,18,27,28,29,30,31,34,35,36
Turfgrass Incorporated of South Lyon MI	3,6,9,10,11,12,26,32,33
ProSource One Professional Products of Tecumseh, MI	19,23,24
Lesco, Inc., of Cleveland Ohio	1,20,22
Carso, Inc., of Camargo, IL	2

for an estimated total cost of \$139,900.00, at unit prices contained in the bid tabulation opened March 7, 2006, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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**E-5 Park and Ride Agreement with Royal Transportation and City of Troy**

Suggested Resolution

Resolution #2006-04-

RESOLVED, That the Park and Ride Agreement between Royal Transportation Company and the City of Troy is hereby **APPROVED**, conditioned upon Royal's submission of a Certificate of Insurance acceptable to the City; and

BE IT FURTHER RESOLVED, That the Mayor and City Clerk are **AUTHORIZED TO EXECUTE** the Agreement, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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**E-6 Request for Acceptance of Five Easements and Warranty Deed from Amberwood Condominiums of Troy, Inc. – Sidwell #88-20-03-226-010**

Suggested Resolution

Resolution #2006-04-

RESOLVED, That the five easements and one warranty deed received from Amberwood Condominiums of Troy, Inc., owners of property having Sidwell #88-20-03-226-010 are hereby **ACCEPTED**; and

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

**PUBLIC COMMENT: Limited to Items Not on the Agenda**

*Public comment limited to items not on the Agenda in accordance with the Rules of Procedure of the City Council, Article 16 - Members of the Public and Visitors.*

**REGULAR BUSINESS:**

*Persons interested in addressing the City Council on items, which appear on the printed Agenda, will be allowed to do so at the time the item is discussed upon recognition by the Chair in accordance with the Rules of Procedure of the City Council, Article 16, during the Public Comment section under item 11“F” of the agenda. Other than asking questions for the purposes of gaining insight or clarification, Council shall not interrupt or debate with members of the public during their comments. Once discussion is brought back to the Council table, persons from the audience will be permitted to speak only by invitation by Council, through the Chair. 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.*

***NOTE: Any item selected by the public for comment from the Regular Business Agenda shall be moved forward before other items on the regular business portion of the agenda have been heard. Public comment on Regular Agenda Items will be permitted under Agenda Item 11 “F”.***

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**F-1 Appointments to Boards and Committees: a) Mayoral Appointments: Local Development Finance Authority (LDFA) b) City Council Appointments: Advisory Committee for Persons with Disabilities; Advisory Committee for Senior Citizens; Board of Zoning Appeals; Charter Revision Committee; Employee Retirement System Board of Trustees – City Council Representative; Historic District Commission; Municipal Building Authority; Personnel Board; and Troy Daze Advisory Committee**

The appointment of new members to all of the listed board and committee vacancies will require only one motion and vote by City Council. Council members submit recommendations for appointment. When the number of submitted names exceed the number of positions to be filled, a separate motion and roll call vote will be required (current process of appointing). Any board or commission with remaining vacancies will automatically be carried over to the next Regular City Council Meeting Agenda.

The following boards and committees have expiring terms and/or vacancies. Bold black lines indicate the number of appointments required:

**(a) Mayoral Appointments**

Suggested Resolution

Resolution #2006-04-

Moved by

Seconded by

RESOLVED, That the following persons are hereby **APPOINTED BY THE MAYOR** to serve on the Boards and Committees as indicated:

**Local Development Finance Authority (LDFA)**

Appointed by Mayor, Council Approval - Council Alternates (2) - Term expires with term of office

Term expires with term of office

Term expires with term of office

Yes:

No:

**(b) City Council Appointments**

Suggested Resolution

Resolution #2006-04-

Moved by

Seconded by

RESOLVED, That the following persons are hereby **APPOINTED BY THE CITY COUNCIL** to serve on the Boards and Committees as indicated:

**Advisory Committee for Persons with Disabilities**

Appointed by Council (9 Regular Members; 3 Alternates) – 3 Year Terms

Term Expires 07/01/06 **(Student)**

**(Alternate)** Unexpired Term Expires 11/01/06

**Advisory Committee for Senior Citizens**

Appointed by Council (9) – 3 Year Terms

Term Expires 04/30/09

**Board of Zoning Appeals**

Appointed by Council (7) – 3 Year Terms

Term Expires 04/30/09

**Charter Revision Committee**

Appointed by Council (7) – 3 Year Terms

Term Expires 04/30/09

**Employee Retirement System Board of Trustees – City Council Rep**

Appointed by Council (8) – 3 Year Term

Term Expires 04/15/09

**Historic District Commission**

Appointed by Council (7) – 3 Year Terms

*One member, an architect if available*

*Two members, chosen from a list submitted by a duly organized history group or groups*

Term Expires 07/01/06 (Student)

**Municipal Building Authority**

Appointed by Council (5) – 3 Year Terms

Term Expires 01/31/09

Term Expires 01/31/09

**Personnel Board**

Appointed by Council (5) – 3 Year Terms

Term Expires 04/30/09

Term Expires 04/30/09

**Troy Daze Advisory Committee**

Appointed by Council (9) – 3 Years

Unexpired Term Expires 11/30/07

Term Expires 07/01/06 (Student)

Yes:

No:

**F-2 Election Precincts 12 and 13 Relocation of Polling Location**

Suggested Resolution

Resolution #2006-04-

Moved by

Seconded by

WHEREAS, The City of Troy has deemed that the current location of Precincts #12 and #13 at the Fire-Police Training Facility – 4850 John R has insufficient parking and cannot adequately serve the City of Troy electors assigned to that polling location; and

WHEREAS, The City of Troy has found an alternative polling location at Bethesda Romanian Pentecostal Church – 2075 E. Long Lake that will sufficiently serve the electors of the City of Troy.

THEREFORE, BE IT RESOLVED, That the City of Troy, Precincts #12 and #13 located at the Fire-Police Training Facility at 4850 John R be **RELOCATED** to Bethesda Romanian Pentecostal Church located at 2075 E. Long Lake effective with the Primary Election scheduled for Tuesday, August 8, 2006.

Yes:

No:

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### **F-3 Contract for Greenstar & Associates, LLC for Right-of Way Services**

#### Suggested Resolution

Resolution #2006-04-

Moved by

Seconded by

WHEREAS, It has been determined that it would be in the best interest of the City of Troy to enter into a contract for right-of-way services in lieu of hiring a Senior Right of Way Representative;

WHEREAS, Greenstar & Associates, LLC has submitted a proposal to provide right-of-way services for authorized project hours up to 1310 hours per year for the next two years, with a one year option to renew, and at an estimated total cost of \$98,250, as outlined in a memorandum from the Real Estate & Development Department dated March 20, 2006; and

WHEREAS, In the event additional hours or projects are added to those described in Addendum A of the above referenced memorandum, the proposed contract provides the flexibility to add up to 190 hours per year for a total cost not to exceed \$112,500.

NOW, THEREFORE, BE IT RESOLVED, That the agreement between the City of Troy and Greenstar & Associates, LLC to provide right-of-way services is hereby **APPROVED**, and the Mayor and the City Clerk are hereby **AUTHORIZED TO EXECUTE** the Agreement documents; and

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

Yes:

No:

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**F-4 City of Troy v. Linda and Raymond Winter**Suggested Resolution

Resolution #2006-04-

Moved by

Seconded by

RESOLVED, That the Consent Judgment between the City of Troy and Raymond and Linda Winter is hereby **APPROVED**, the City Attorney is **AUTHORIZED TO EXECUTE** the document, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

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**F-5 Transfer of WOW Cable Franchise**Suggested Resolution

Resolution #2006-04-

Moved by

Seconded by

WHEREAS, WideOpenWest Michigan, LLC (WOW!) is a current cable franchisee for the City of Troy, a Local Franchise Authority within the Intergovernmental Cable Communications Authority (ICCA); and

WHEREAS, On December 27, 2005, WideOpenWest Holdings and Racecar Acquisition, LLC submitted an FCC Form 394 *Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise*; and

WHEREAS, The City of Troy is relying upon such information as contained in the above referenced FCC Form 394 application and supporting documents, as well as additional supplemental information provided by WideOpenWest Holdings, LLC, in the consideration of the application, and based on the information provided therein, the City of Troy intends to approve the application and consent to the transfer of control of the cable television franchise currently held by WideOpenWest Holdings to Racecar Acquisition, LLC, upon the belief that the consent is in the best interest of the City of Troy.

NOW, THEREFORE, BE IT RESOLVED:

The City of Troy **CONSENTS** to the transfer of control of the cable franchisee from WideOpenWest Holdings, LLC to Racecar Acquisition, LLC, in the manner described in the Agreement and Plan of Merger dated December 13, 2005, subject to the following conditions:

1. As soon as possible, and prior to the closing on the transfer of the cable franchise from WideOpenWest Holdings, LLC to Racecar Acquisition, LLC, WideOpenWest Michigan LLC will promptly notify the City of Troy in writing of any change in service or operation in the City of Troy's cable system and/or change in the personnel directly responsible for the operation of the City of Troy's system in contemplation of, or as a result of consummation of the Agreement and Plan of Merger; and

2. As soon as possible, and prior to the closing on the transfer of the cable franchise from WideOpenWest Holdings, LLC to Racecar Acquisition, LLC, WideOpenWest Michigan LLC will promptly and properly remediate all existing defaults under the current Cable Franchise Agreement with the City of Troy, and will also confirm in writing that it has no knowledge of any other defaults other than those identified and remedied; and
3. As soon as possible, and prior to the closing on the transfer of the cable franchise from WideOpenWest Holdings, LLC to Racecar Acquisition, LLC, WideOpenWest Michigan LLC and all of the parties to the Agreement and Plan of Merger dated December 13, 2005 will provide a written statement that the Transferee and Transferor will provide full and immediate cooperation with respect to the franchise fee review or audit being conducted by the City of Troy and/or the ICCA. All parties to the Agreement shall cooperate with the audit or fee review, which includes but is not limited to transmitting all necessary information to the auditors and/or attorneys that have requested said information, within ten (10) days from the request; and
4. As soon as possible, and prior to the closing on the transfer of the cable franchise from WideOpenWest Holdings, LLC to Racecar Acquisition, LLC, Racecar Acquisition LLC agrees in writing to accept and be bound by the Cable Franchise Agreement and the current cable regulatory and telecommunications ordinances of the City of Troy. In all instances, Racecar Acquisition LLC will assume all obligations (known or unknown) of the existing franchise; and
5. The City of Troy and/or the other ICCA Communities allege that there is an existing default of the Cable Franchise Agreement, since the Franchisee has failed to pay the correct amount of franchise fees and PEG fees. The parties agree to cooperate in a review of these past payments, without admitting liability. However, if a default on the current Cable Franchise Agreement is found to exist, then it shall be remedied, as provided in condition #2; and
6. All prior agreements and undertakings by WideOpenWest Holdings, LLC, between WideOpenWest Holdings, LLC and the ICCA or any of the ICCA member communities, apart from the Franchise Agreement, shall remain in full force and effect, and Racecar Acquisition, LLC shall honor any such agreement or undertaking; and
7. The City of Troy's approval of the transfer of the Cable Franchise shall be automatically revoked if the Agreement and the Plan of Merger is not consummated by July 31, 2006, or if the Agreement and Plan of Merger is terminated prior to that time without having been consummated; and
8. The ICCA and the City of Troy shall be reimbursed within thirty days by any of the parties to the Agreement and Plan of Merger of December 13, 2005, for the reasonable expenses incurred by the ICCA and/or the City of Troy that are directly attributed to the ICCA or the City of Troy for their consideration of the transfer application.

The City of Troy's grant of consent to the transfer of the Cable Franchise Agreement, from WideOpenWest Holdings, LLC to Racecar Acquisitions, LLC, pursuant to the Agreement and Plan of Merger dated December 13, 2005, **SHALL** be effective immediately, subject to the above conditions. The Acting City Manager of the City of Troy is hereby **AUTHORIZED** to enter into and **EXECUTE** and **DELIVER** a certificate, as well as such other documents that may be necessary, evidencing this resolution, as long as any additional documents are consistent with this resolution, without further act or resolution of the City Council.

WideOpenWest Michigan, LLC shall promptly notify the City of Troy upon the closing of the transaction, as described in the Agreement and Plan of Merger dated December 13, 2005.

Yes:

No:

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**F-6 Bid Waiver – Integrated Security Management System Installation with Time Tracker Software and Maintenance**

Suggested Resolution

Resolution #2006-04-

Moved by

Seconded by

WHEREAS, SimplexGrinnel is an authorized, licensed installer in Michigan of the Andover Controls security system;

WHEREAS, The SimplexGrinnel system has the ability to track both building security and worker time and attendance;

WHEREAS, It is desirable that the same security system is installed at the DPW facility as in the Police and Fire Departments since the programmed ID cards currently in place could be used for the entry and egress of any authorized employee from the DPW site (building and grounds);

WHEREAS, It will be possible for Police Department to monitor the DPW facility from Police Communications with compatible equipment and software; and

WHEREAS, The DPW facility may be added to the maintenance contract currently established with SimplexGrinnel for the Police Department's system.

NOW, THEREFORE, BE IT RESOLVED, That formal bidding procedures are hereby **WAIVED** and the City of Troy is **AUTHORIZED** to enter into a contract with SimplexGrinnel of Farmington Hills, MI, for labor and materials to install an Integrated Security Management System with the inclusion of the Time Tracker software and programming in accordance with their proposal dated February 13, 2006 for an estimated amount of \$147,416.80 with maintenance, after the 2-year warranty period, provided in accordance with the existing maintenance agreement covering the Police Department's system, approved by Resolution #2005-12-557.

Yes:

No:

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**MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:**

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**G-1 Announcement of Public Hearings:**

- a) Zoning Ordinance Text Amendment (ZOTA-201) – Article 28.30.00, Indoor Commercial Recreation in the M-1 Light Industrial Zoning District – April 17, 2006
  - b) Zoning Ordinance Text Amendment (ZOTA 222) – Article XXVIII, Antique or Classic Automobile Sales in the M-1 Light Industrial District – April 17, 2006
  - c) Commercial Vehicle Appeal – 376 Colebrook – April 17, 2006
  - d) Rezoning Application – Proposed Medical Office, East Side of Stephenson Highway, North of Fourteen Mile and South of Maple, Section 35 – R-C to O-M (Z 715) – April 17, 2006
- 

**G-2 Green Memorandums: No Memorandums Submitted**

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**COUNCIL REFERRALS: Items Advanced to the City Manager by Individual City Council Members for Placement on the Agenda**

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**H-1 No Council Referrals Advanced**

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**COUNCIL COMMENTS:**

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**I-1 No Council Comments Advanced**

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**REPORTS:**

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

- a) Traffic Committee/Final – October 19, 2005
  - b) Traffic Committee/Final – January 18, 2006
  - c) Parks and Recreation Advisory Board/Final – January 19, 2006
  - d) Ethnic Issues Advisory Board/Final – February 7, 2006
  - e) Traffic Committee/Final – February 15, 2006
  - f) Board of Zoning Appeals/Final – February 21, 2006
  - g) Ethnic Issues Advisory Board/Draft – March 7, 2006
  - h) Planning Commission/Draft – March 14, 2006
- 

**J-2 Department Reports:**

- a) Police Department – Selection of Sergeant Donald Ostrowski to Serve on the U.S. Department of Homeland Security/Office of Infrastructure Protection Panel
  - b) Finance Department – City Council Expense Report – March, 2006
  - c) City Attorney's Office – 2006 First Quarter Litigation Report
- 

**J-3 Letters of Appreciation:**

- a) Letter of Thanks to Chief Craft from Paula Talarico, Martell Elementary PTO President, In Appreciation of the Internet Safety Presentation by Detective Mork
- 

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

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J-5 Calendar

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J-6 Award of Excellence from the Michigan Concrete Paving Association for Coolidge Highway Realignment at Wattles Road

**STUDY ITEMS:**

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K-1 City Ordinance, Chapter 28 and the Tree Ordinance and Landscape Design and Tree Preservations Standards

**PUBLIC COMMENT:** Address of "K" Items

*Persons interested in addressing the City Council on items, which appear on the printed Agenda, will be allowed to do so at the time the item is discussed upon recognition by the Chair in accordance with the Rules of Procedure of the City Council, Article 16, during the Public Comment section under item 18 of the agenda. Other than asking questions for the purposes of gaining insight or clarification, Council shall not interrupt or debate with members of the public during their comments. Once discussion is brought back to the Council table, persons from the audience will be permitted to speak only by invitation by Council, through the Chair. 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.*

**CLOSED SESSION:**

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L-1 Closed Session: No Closed Session Requested

**ADJOURNMENT**

Respectfully submitted,



John M. Lamerato, Acting City Manager

**SCHEDULED CITY COUNCIL MEETINGS:**

Monday, April 17, 2006..... Regular City Council  
Monday, April 24, 2006 (Budget Study Session) ..... Regular City Council  
Monday, May 1, 2006 (Budget Study Session II)..... Special/Study City Council  
Monday, May 8, 2006 ..... Regular City Council  
Monday, May 15, 2006 ..... Regular City Council  
~~Monday, May 22, 2006 CANCELLED..... Regular City Council~~  
Monday, June 5, 2006 ..... Regular City Council  
Monday, June 19, 2006 ..... Regular City Council  
Monday, July 10, 2006 ..... Regular City Council  
Monday, July 24, 2006 ..... Regular City Council

DATE: March 28, 2006

TO: John M. Lamerato, Acting City Manager

FROM: Brian P. Murphy, Assistant City Manager/Services  
Mark Stimac, Director of Building & Zoning

SUBJECT: Agenda Item - Public Hearing  
Commercial Vehicle Appeal  
5152 Prentis

On March 3, 2006, information was sent to Bujar Rexha that identified restrictions related to a commercial vehicle located on his residential property. As part of that information, he was advised that the Dodge cube van parked on the property did not comply with the exceptions found in Chapter 39, Section 40.66.00. He was given the option to remove the vehicle or appeal to City Council for relief of the Ordinance.

In response to our letter, Mr. Rexha has filed an appeal. The appeal requests that a public hearing date be held in accordance with the ordinance. A public hearing has been scheduled for your meeting of April 3, 2006.

The existing home on this property has a total living area of 2,110 square feet. This includes a first floor living area of 1,240 square feet plus an attached garage of 420 square feet. The lot in question is 70' wide and 120' deep with an area of 8,400 square feet. Based upon the requirements of Sections 30.10.04 and 40.56.00 an additional 410 square feet of attached garage could be constructed. In addition, a detached garage up to 618 square feet could be built.

Should you have any questions or require additional information, kindly advise.

#### Attachments

Prepared by: Mark Stimac, Director of Building and Zoning

**COMMERCIAL VEHICLE  
APPEAL APPLICATION**

Request is hereby made for permission to keep a commercial vehicle(s) as described below, on the following residential zoned site:

NAME: BUJAR REXHA  
ADDRESS: 5152 PRENTIS DR  
CITY: TROY MI. ZIP: 48085 PHONE: 248 379 2362  
ADDRESS OF SITE: SAME  
NUMBER OF VEHICLES: 1 (ONE)  
VEHICLE IDENTIFICATION NUMBER(S)  
WID 1PD 643845590583  
LICENSE PLATE NUMBER(S) ADS 9796  
DESCRIPTION OF VEHICLE(S) RED & WHITE BOX-TRUCK  
Dodge - SPRINTER  
REASON FOR APPEAL (see A - D below) C+D

APPLICANT ACHTUNG  
Bevor Sie einen Antrag einreichen, lesen Sie bitte die folgenden Informationen sorgfältig durch.  
Bitte lesen Sie die Anträge und die Antworten sorgfältig durch.

THE APPLICANT IS AWARE OF THE REQUIRED FINDINGS WHICH ARE STATED IN THE FOLLOWING:

**44.02.01 ACTIONS TO GRANT APPEALS ... SHALL BE BASED UPON AT LEAST ONE OF THE FOLLOWING FINDINGS BY THE CITY COUNCIL:**

- A. The occurrence of the subject commercial vehicle on the residential site involved is compelled by parties other than the owner or occupant of the subject residential site (e.g. employer).
- B. Efforts by the applicant have determined there are no reasonable or feasible alternative locations for parking of the subject commercial vehicle.

**C** A garage or accessory building on the subject site cannot accommodate, or cannot reasonably be constructed or modified to accommodate the subject commercial vehicle

**D** The location available on the residential site for the outdoor parking of the subject commercial vehicle is adequate to provide for such parking in a manner that will not negatively impact adjacent residential properties, and will not negatively impact pedestrian and vehicular movement along the frontage street(s).

**COMMERCIAL VEHICLE APPEAL APPLICATION**

40.02.2. The City Council may grant appeals in relation to the type, character or number of commercial vehicles to be parked outdoors in Residential Districts for an initial period not to exceed two (2) years, and may thereafter extend such actions for a similar period.

Supporting data, attached to the application, shall include: a plot plan, drawn to scale, a description and location of the vehicle(s) and a photo of the vehicle on-site..

*Patricia Kapolka*  
(signature of applicant)

STATE OF MICHIGAN  
COUNTY OF *Oakland*

On this *10<sup>th</sup>* day of *March*, 20 *06* before me personally appeared the above named person who depose and sayeth that he/she signed this application with full knowledge of its contents and that all matters stated therein are true.

*Patricia Kapolka Oakland*  
Notary Public, County, Michigan

**PATRICIA KAPOLKA**  
Notary Public, State of Michigan, County of Oakland  
My Commission Expires July 5, 2012  
Acting in the County of Oakland

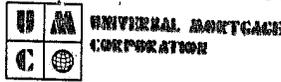
My Commission Expires: *07-05-2012*

GEORGE JEROME & CO



GEORGE JEROME & CO  
www.GeorgeJerome.com

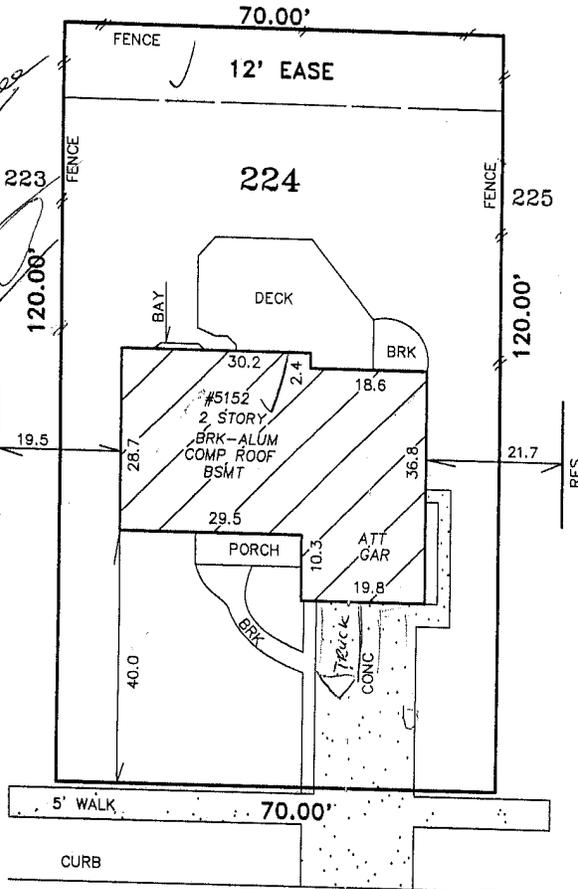
MORTGAGE REPORT for:



CONSULTING MUNICIPAL & CIVIL ENGINEERS • SURVEYORS • 28304 HAYES • ROSEVILLE, MI 48066 • (586)774-3000  
LEGAL DESCRIPTION OF PROPERTY (AS FURNISHED BY CLIENT)

Lot 224, "EAST LONG LAKE ESTATES SUB. NO. 2" part of the South 1/2 of Section 11, T.2 N., R.11 E., City of Troy, Oakland County, Michigan. Recorded in Liber 137 of Plats, Pages 23, 24 & 25 of Oakland County Records.

*Bujar Rexha*  
*Boriana Rexha*



PRENTIS DR. 60' WD.

CERTIFICATE: We hereby certify to: UNIVERSAL MORTGAGE CORPORATION  
that we have inspected the above-described property in accordance with the description furnished and confirmed to be correct by mortgagee or mortgagee's title company for the purpose of a new mortgage loan to be made by BUJAR REXHA AND BORIANA REXHA

mortgagor, and that the buildings located thereon do not encroach on the adjoining property, nor do the buildings on the adjoining property encroach upon the property heretofore described, except as shown. The location of fences, driveways, other buildings, and non-permanent structures shown are only approximate. Any easements shown are either recorded in the subdivision plat or appear in the instrument referenced in the title policy, if both have been furnished to us. This report does not locate or identify the existence or absence of utilities entering into or crossing above or below the property. This report is to be used for mortgage purposes only and not for the purpose of establishing property lines, nor for construction purposes. No property lines were established and no property corners were set. This is not an ALTA type survey. This cannot be used for future refinance purposes or transferred to any future property owners.

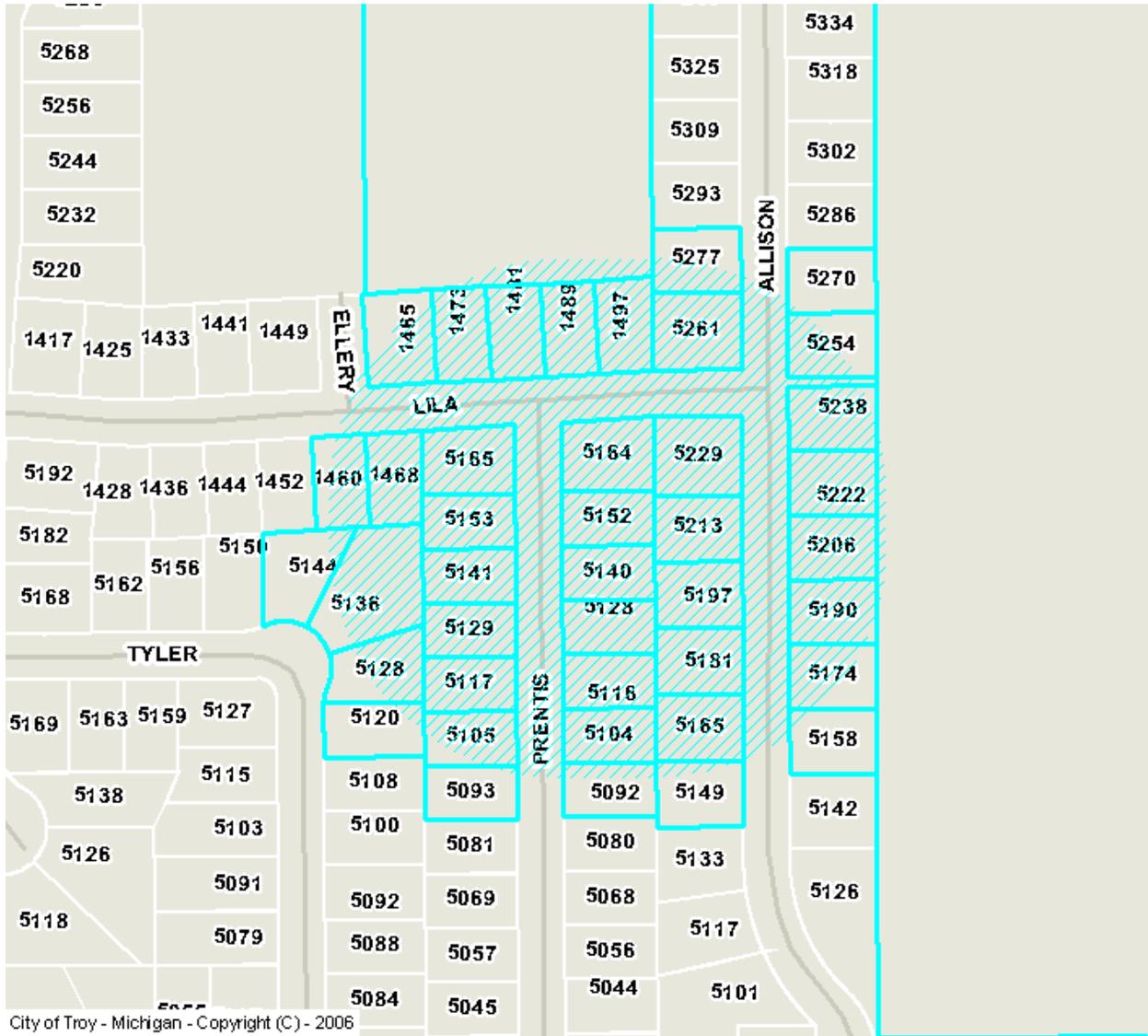
REVISED \_\_\_\_\_  
DRAWN BY TML \_\_\_\_\_  
SCALE 1"=20' \_\_\_\_\_

*George Jerome*  
GEORGE G. JEROME  
PROFESSIONAL LAND SURVEYOR  
NO. 19837

DATED 12-09-04  
JOB NO. 215855







DATE: March 28, 2006

TO: John M. Lamerato, Acting City Manager

FROM: Brian P. Murphy, Assistant City Manager/Services  
Mark Stimac, Director of Building & Zoning

SUBJECT: Agenda Item - Public Hearing  
Commercial Vehicle Appeal  
3463 Crooks Road

On February 28, 2005, City Council approved a commercial vehicle appeal for one-year submitted by Mr. Timothy Clyne for appeal of the restrictions relating to the outdoor storage of a commercial vehicle on his residential property. That variance has now expired. In response to our correspondence regarding the matter, Mr. Clyne has submitted a new application for appeal. In particular he is appealing the restrictions in order to be permitted to park a GMC Cube van on his residential property at 3463 Crooks Road.

The appeal requests that a public hearing date be held in accordance with the ordinance. A public hearing has been scheduled for your meeting of April 3, 2006.

This appeal is identical to the previous request with the exception that the petitioner is requesting additional approval to park the vehicle directly in front (south) of the existing detached garage. The previous appeal asked for approval to park the vehicle west of the driveway behind the boat.

The existing structures on the site include a 2,220 square foot main building and an approximately 2,500 square foot detached accessory building. The existing detached accessory building does have an overhead door that appears to allow for the parking of the vehicle within the existing building. With the existing buildings on the site, Section 40.57.04 of the Zoning Ordinance would prohibit additional detached buildings. Current setback and lot coverage limitations would allow additional attached garages as long as the total lot area covered by all buildings does not exceed 10,800 square feet.

Should you have any questions or require additional information, kindly advise.

#### Attachments

COMMERCIAL VEHICLE  
APPEAL APPLICATION

RECEIVED

MAR 13 2006

BUILDING DEPT.

Request is hereby made for permission to keep a commercial vehicle(s) as described below, on the following residential zoned site:

NAME: TIMOTHY CLYNE

ADDRESS: 3463 CROOKS RD

CITY: TRAV MI. ZIP: 48084 PHONE: (248)6495232

ADDRESS OF SITE: SAME

NUMBER OF VEHICLES: 1

VEHICLE IDENTIFICATION NUMBER(S)  
\_\_\_\_\_

LICENSE PLATE NUMBER(S)  
\_\_\_\_\_

DESCRIPTION OF VEHICLE(S) CHEV Box VAN  
WHITE

REASON FOR APPEAL (see A - D below) PERSONAL PROPERTY  
AND USE IN MOVING THINGS FROM  
MY GARAGE

THE APPLICANT IS AWARE OF THE REQUIRED FINDINGS WHICH ARE STATED IN THE FOLLOWING:

44.02.01 ACTIONS TO GRANT APPEALS ... SHALL BE BASED UPON AT LEAST ONE OF THE FOLLOWING FINDINGS BY THE CITY COUNCIL:

- A. The occurrence of the subject commercial vehicle on the residential site involved is compelled by parties other than the owner or occupant of the subject residential site (e.g. employer).
- B. Efforts by the applicant have determined there are no reasonable or feasible alternative locations for parking of the subject commercial vehicle.
- C. A garage or accessory building on the subject site cannot accommodate, or cannot reasonably be constructed or modified to accommodate the subject commercial vehicle
- D. The location available on the residential site for the outdoor parking of the subject commercial vehicle is adequate to provide for such parking in a manner that will not negatively impact adjacent residential properties, and will not negatively impact pedestrian and vehicular movement along the frontage street(s).

**COMMERCIAL VEHICLE APPEAL APPLICATION**

40.02.2. The City Council may grant appeals in relation to the type, character or number of commercial vehicles to be parked outdoors in Residential Districts for an initial period not to exceed two (2) years, and may thereafter extend such actions for a similar period.

Supporting data, attached to the application, shall include: a plot plan, drawn to scale, a description and location of the vehicle(s) and a photo of the vehicle on-site..

*Inmate & Cheryl*  
(signature of applicant)

STATE OF MICHIGAN  
COUNTY OF OAKLAND

On this 13th day of March, 2006 before me personally appeared the above named person who depose and sayeth that he/she signed this application with full knowledge of its contents and that all matters stated therein are true.

**PAMELA R. PASTERNAK**  
Notary Public, State of Michigan, County of Macomb  
My Commission Expires September 1, 2007  
Acting in the County of Oakland

\_\_\_\_\_  
Notary Public, County, Michigan

My Commission Expires: \_\_\_\_\_

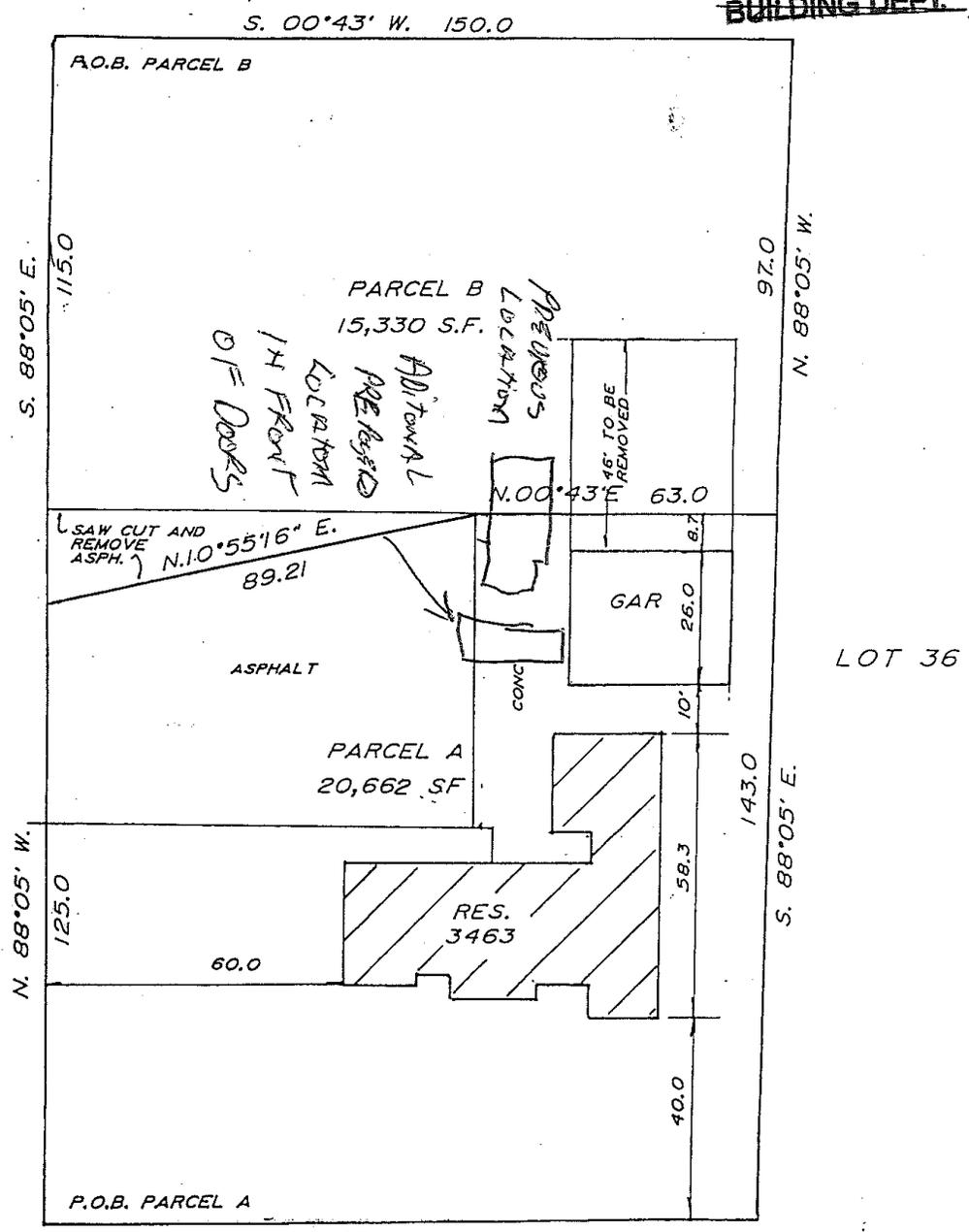
RECEIVED

MAR 13 2006

BUILDING DEPT.

REC'D BY 02/27/06

MUER RD. 60' WD.

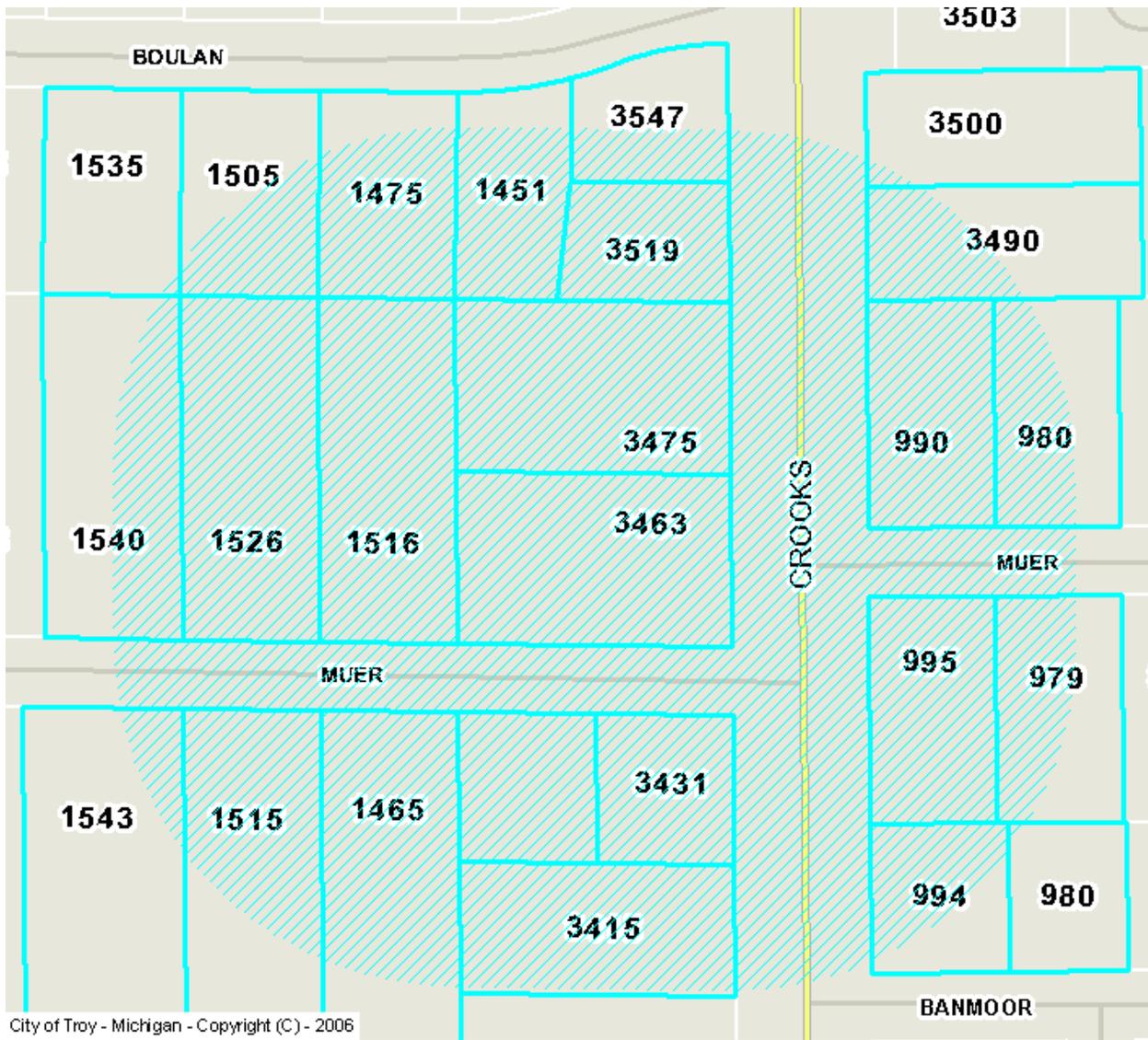


S. 00°43' W. 150.0  
 CROOKS RD. 120' WD.  
 3463 CROOKS

JOB NO. 6975 SCALE 1" = 30'

**DEL-TEC**  $\Delta$   
 Surveying & Engineering  
 5800 Twelve Mile Rd.  
 Warren, MI 48092





RECEIVED

MAR 27 2006

BUILDING DEPT.

TO: CITY COUNCIL

Please register my approval [ ] objection [X] to the request described on the reverse side.

My reason for this approval [ ] objection [X] is:

Attached

NAME: [Signature]

ADDRESS OR PROPERTY DESCRIPTION Neighbor on Mover

**RECEIVED**

MAR 27 2006

**BUILDING DEPT.**

Date: March 24, 2006

Re: 2463 Crooks

To: City Council

From: Neighbor on Muer

I am writing you in regards to the public hearing on Monday, April 3, 2006 at 7:30pm. While I can't be there in person, I would like to express my sincere views:

- The cube van is in plain sight of everyone who drives down Muer. I notice it almost every day. Muer is a nice comfy residential area and it should not be a place for commercial vehicles. If we extend his request, where do we stop? With the big lots in the area, every cube van owner in Troy would want to live here to park his work truck.
- If he chooses to keep his cube van at home, he should be forced to keep it in his oversized garage/barn even if that means modifying the entrance/height of the garage/barn. He should not have the benefit of keeping all of his other cars/items inside his garage just so he has to park his cube van outside. He could have just as easily bought a cube van than fit in this garage/barn versus the one he has.
- This neighbor has obviously no concern for appearance or his neighbors as he has a huge dilapidated boat parked next to his cube van that is even a bigger eyesore than the cube van. I have not seen the boat moved in over a year. I though there was a rule versus parking motor homes and boats in your driveway/yard on a permanent basis? If he at least had some concern for his neighbors and the appearance of his house, I would have supported his request to keep his cube van at his personal residence.

DATE: March 29, 2006

TO: John M. Lamerato, Acting City Manager

FROM: Brian P. Murphy, Assistant City Manager/Services  
Doug Smith, Real Estate & Development  
Steve Vandette, City Engineer

SUBJECT: Agenda Item – Request from Detroit Edison to Grant an Overhead Easement  
Sidwell #20-23-354-048

Pursuant to Council's request, Detroit Edison was contacted regarding underground installation of electric lines versus overhead for the proposed Buscemi's party store across Hartland from the City's parcel. Detroit Edison advised us that due to the nature of the work to be done at this location, which involves the interconnection of two circuits, it is technically impossible to construct this interconnection underground.

The proposed easement along the south and west property lines of the City's parcel will allow for installation of two additional poles rather than an estimated four poles on the Buscemi parcel if done without the easement. From an esthetic point of view the easement route is much more desirable.

Currently there are overhead lines along the south property line of the City's parcel that stop approximately 100 feet short of Rochester Road. The proposed work would extend these lines out to Rochester Road with a new pole set at the southwest corner of the city's property. The overhead lines would then run north along Rochester Road and intersect with an existing east/west overhead line that crosses Rochester Road. A second new pole would be set at this intersection along with necessary equipment to interconnect two circuits. This new work will allow the existing north/south overhead lines that bisect the Buscemi parcel to be removed back to the north line of Buscemi's. The electrical service to Buscemi's will be underground and that will come from what's left of the existing overhead lines at the north line of Buscemi's.

March 13, 2006

TO: John M. Lamerato, Acting City Manager

FROM: Brian P. Murphy, Assistant City Manager/Services  
Douglas Smith, Real Estate & Development Director  
Steven Vandette, City Engineer

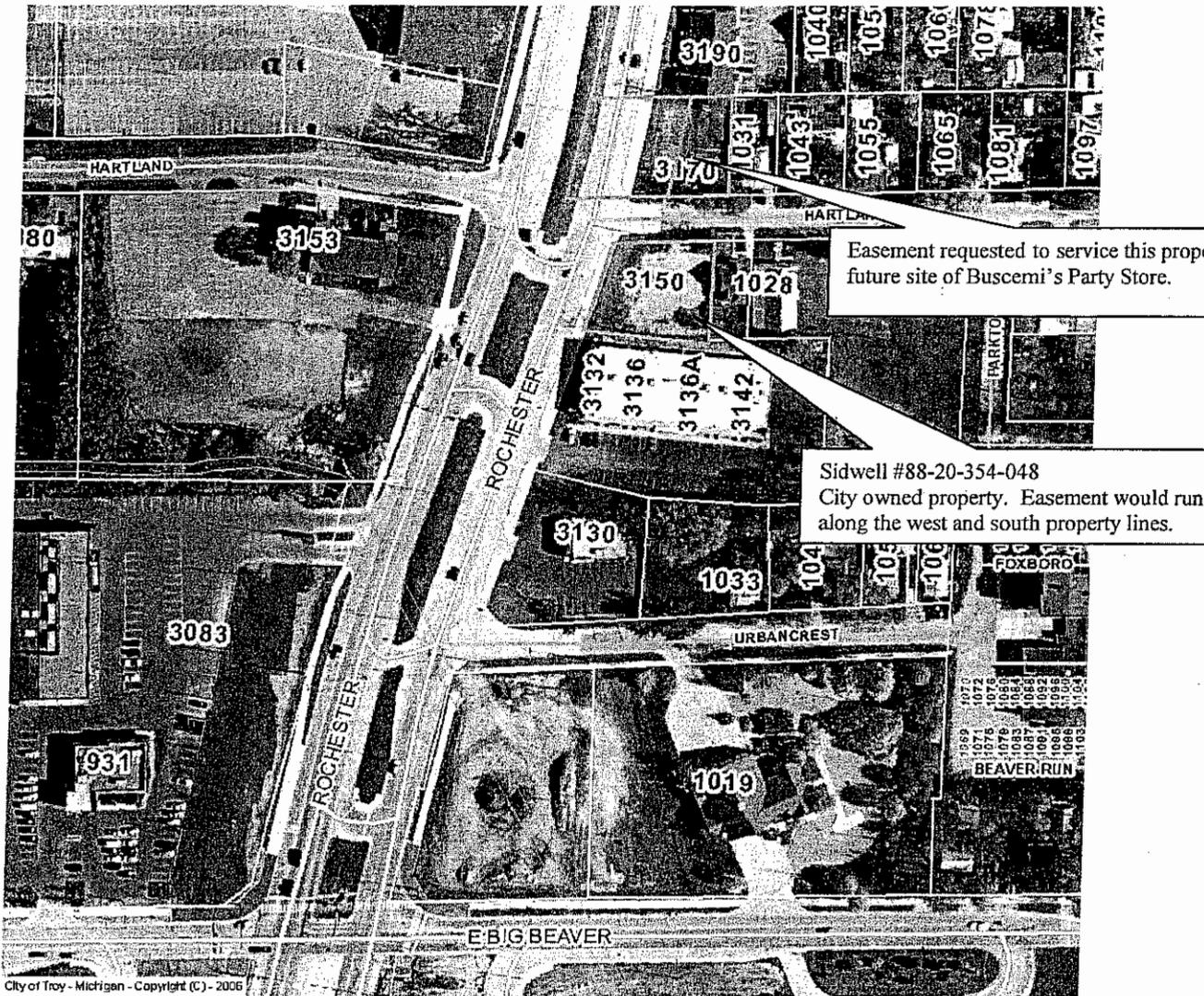
RE: AGENDA ITEM – Request from Detroit Edison to Grant an Overhead Easement – Sidwell #20-23-354-048

The City of Troy has received an overhead easement request from Detroit Edison for the property currently owned by the City at the southeast corner of Rochester and Hartland roads. The easement would supply power to the property located at the northeast corner of Rochester and Hartland, the proposed site of Buscemi's Party Store.

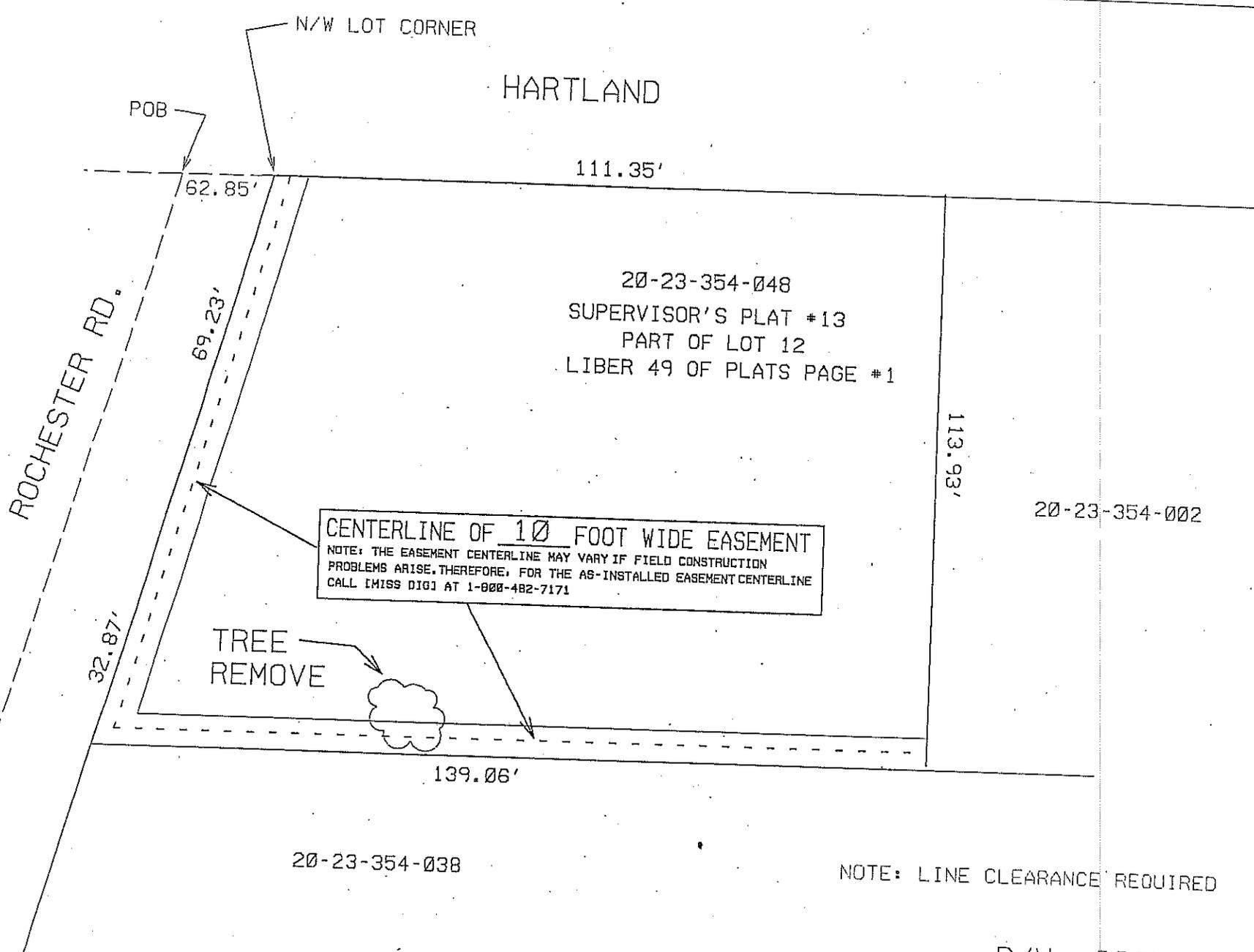
City Council previously approved the sale of the Buscemi property as part of a surplus property sale. Real Estate & Development staff have consulted with the Engineering Department and there are no objections to granting the easement.

Staff recommends the granting of the easement to Detroit Edison.

DETROIT EDISON REQUEST FOR OVERHEAD EASEMENT  
OVER CITY OF TROY PROPERTY  
SIDWELL #88-20-23-354-048



North



R/W #630745-5

RFW Description									
REQUEST FOR RIGHT-OF-WAY CITY OF TROY									
Circuit #1	Circuit #2	Service Center#1	Service Center#2	PD	SRW	FH	PLC	Cont. Group	RFW Number
				0	5	0	0	B	630745
Worksite City	Worksite Twp.			COH	COS	CUG	CLL	CUT	CUS
TROY	TROY (LEGACY)			0	0	0	0	0	0
Town	Range	Spot		Worksite County					

Detroit Edison Overhead Easement (Right of Way) No. 630745-5

On \_\_\_\_\_, 2006, for the consideration of system betterment, Grantor grants to Grantee a permanent overhead easement ("Right of Way") in, on and across a part of Grantor's Land called the "Right of Way Area."

"Grantor" is:

City of Troy, a Michigan Municipal Corporation,  
500 W. Big Beaver Road, Troy, Michigan 48084

"Grantee" is:

The Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan 48226

"Grantor's Land" is in the West 1/2 of the Southwest 1/4, Section 23 & the East 1/2 of the Southeast 1/4, Section 22, Town 2 North, Range 11 East, Township of Troy, City of Troy, County of Oakland, State of Michigan described as: A parcel of land in and being a part of the West 1/2 of the Southwest 1/4, Section 23 & the East 1/2 of the Southeast 1/4, Section 22, Town 2 North, Range 11 East, Township of Troy, City of Troy, County of Oakland, State of Michigan, being more particularly described as: Part of Lot 12, "SUPERVISOR'S PLAT NO. 13", according to the Plat thereof as recorded in Liber 49 of Plats, Page 1, Oakland County Records, beginning at a point distant North 87 degrees 42 minutes 12 seconds East 62.85 feet from the Northwest lot corner, thence North 87 degrees 42 minutes 12 seconds East 111.35 feet, thence South 00 degrees 33 minutes 12 seconds West 113.93 feet, thence North 85 degrees 17 minutes 33 seconds West 139.06 feet, thence North 17 degrees 01 minutes 45 seconds East 32.87 feet, thence along a curve to left, radius 1575 feet, chord bears North 15 degrees 46 minutes 12 seconds East 69.23 feet, distance of 69.23 feet to the Beginning.  
Sidwell No. 20-23-354-048

The "Right of Way Area" is a part of Grantor's Land and is described as:

As shown on the attached drawing R/W # 630745-5 dated 11/3/2005, attached hereto and made a part hereof.

The right-of-way easements are defined as the Westerly Ten feet (10') and the Southerly Ten feet (10') of Grantor's land.

1. Purpose: The purpose of this Right of Way is to construct, reconstruct, modify, add to, operate and maintain overhead utility line facilities consisting of poles, guys, anchors, wires, cables, transformers and accessories.
2. Access: Grantee has the right of access to and from the Right of Way Area.
3. Buildings or other Permanent Structures: No buildings or other permanent structures are allowed in the Right of Way Area without Grantee's prior written consent.
4. Trees, Bushes, Branches, Roots, Structures and Fences: Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches and roots in the Right of Way Area (or that could grow into the Right of Way Area) and remove structures and fences in The Right of Way Area that Grantee believes could interfere with the safe and reliable construction, operation and maintenance of Grantee's facilities.
5. Restoration: If Grantee's employees, contractors, vehicles or equipment damage Grantor's Land while entering Grantor's Land for the purposes stated in this Right of Way, then Grantee will restore Grantor's Land as nearly as can be to its original condition.
6. Successors: This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.
7. Exemption: Exempt under MCL 207.505(a) and MCL 207.526(a).

Grantor(s): (Type or print name below signature)

City of Troy, a Michigan Municipal Corporation,

By: Louise E. Schilling

Its: Mayor

By: Tonni L. Bartholomew

Its: City Clerk

Acknowledged before me in Oakland County, Michigan, on \_\_\_\_\_, 2006, by Louise E. Schilling, Mayor and Tonni L. Bartholomew, City Clerk, for the City of Troy, a Michigan Municipal Corporation, for the Michigan Municipal Corporation.

Notary's  
Stamp

(Notary's name, county, and date commission expires)

Notary's  
Signature

A Regular Meeting of the Troy City Council was held Monday, March 27, 2006, at City Hall, 500 W. Big Beaver Road. Mayor Schilling called the Meeting to order at 7:31 P.M.

Pastor Dan Lewis – Troy Christian Chapel gave the Invocation and the Pledge of Allegiance to the Flag was given.

**ROLL CALL:**

Mayor Louise E. Schilling  
Robin Beltramini  
Cristina Broomfield  
Wade Fleming  
Martin F. Howrylak  
David A. Lambert (Absent)  
Jeanne M. Stine

---

**Vote on Resolution to Excuse Council Member Lambert**

Resolution #2006-03-150  
Moved by Stine  
Seconded by Howrylak

RESOLVED, That Council Member Lambert's absence at the Regular City Council meeting of Monday, March 27, 2006 is **EXCUSED** due to being out of the county.

Yes: All-6  
No: None  
Absent: Lambert

**CERTIFICATES OF RECOGNITION:**

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**A-1 Presentations:**

Mayor Schilling presented a *Certificate of Appreciation* to retiring City of Troy employee, Patricia Samuilow, on behalf of the City of Troy after 36 years of dedicated service.

Mayor Schilling presented a proclamation on behalf of the City of Troy to Ann Comiskey recognizing *The Troy Community Coalition* for their contribution to the prevention of drug and alcohol abuse among teenagers in the City of Troy during *Alcohol Awareness Month* – April, 2006.

**CARRYOVER ITEMS:**

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**B-1 No Carryover Items**

**PUBLIC HEARINGS:**

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**C-1 Rezoning Application – West Side of Dequindre Road, North of Big Beaver and South of Continental, Section 24 – CR-1 to B-1 (Z-712)**

The Mayor opened the Public Hearing for public comment; seeing no member of the public wishing to speak, the Mayor closed the Public Hearing.

Resolution #2006-03-151

Moved by Stine

Seconded by Howrylak

RESOLVED, That the CR-1 to B-1 rezoning request, located on the west side of Dequindre, north of Big Beaver and south of Continental, in Section 24, part of parcel 88-20-24-476-008, being 1.4 acres in size, is described in the following legal description and illustrated on the attached Certificate of Survey drawing:

T2N, R11E, SE ¼ of Section 24

Beginning at a point on the East line of said Section 24; said point being distant N 00°34'45" E, 791.99 ft. from the Southeast corner of said Section 24; thence from said Point of Beginning N 89°20'00" W, 280 ft.; thence N 00°34'45" E, 218.51 ft.; thence S 89°20'00" E, 280.00 ft.; thence along the East line of said Section 24, S 00°34'45" W, 218.51 ft. to the Point of Beginning. Containing ± 1.40 ac. more or less, and subject to restrictions and easements of record.

BE IT FURTHER RESOLVED, That the proposed rezoning is hereby **GRANTED**, as recommended by City Management and the Planning Commission.

Yes: All-6

No: None

Absent: Lambert

---

**C-2 Zoning Ordinance Text Amendment (ZOTA 221) – Article II, Municipal Civil Infractions**

The Mayor opened the Public Hearing for public comment; seeing no member of the public wishing to speak, the Mayor closed the Public Hearing.

Resolution #2006-03-152

Moved by Beltramini

Seconded by Fleming

RESOLVED, That Article II (PLANNING COMMISSION, CHANGES AND AMENDMENTS TO THE ZONING ORDINANCE, AND APPROVALS), of the City of Troy Zoning Ordinance, be **AMENDED** to read as written in the proposed Zoning Ordinance Text Amendment (ZOTA 221), dated December 1, 2005, as recommended by the Planning Commission and City Management.

Yes: All-6  
No: None  
Absent: Lambert

**POSTPONED ITEMS:**

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**D-1 No Postponed Items**

**CONSENT AGENDA:**

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

Resolution #2006-03-153  
Moved by Howrylak  
Seconded by Broomfield

RESOLVED, That all items as presented on the Consent Agenda are hereby **APPROVED** as presented with the exception of Items E-3 and E-5, which shall be considered after Consent Agenda (E) items, as printed.

Yes: All-6  
No: None  
Absent: Lambert

---

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

Resolution #2006-03-153-E-2

RESOLVED, That the Minutes of the 7:30 PM Regular City Council Meeting of March 20, 2006 be **APPROVED** as submitted.

---

**E-4 Standard Purchasing Resolutions**

a) **Standard Purchasing Resolution 1: Award to Low Bidders – Hauling and Disposal of Dirt and Debris**

Resolution #2006-03-153-E-4a

RESOLVED, That contracts to provide one-year requirements of hauling and disposal services of dirt and debris with an option to renew for one additional year are hereby **AWARDED** to the low bidders, Troy Aggregate Carriers, Inc. of Sterling Heights, MI, Enviro-Vac Services, Inc. of Troy, MI, and Osburn Industries of Taylor, MI, at unit prices contained in the bid tabulation opened February 28, 2006, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; and

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

b) **Standard Purchasing Resolution 1: Award to Low Bidders – Pump Maintenance, Repair and Replacement of City Pools**

Resolution #2006-03-153-E-4b

RESOLVED, That contracts to provide two-year requirements of pump maintenance, repair and replacement on the City of Troy (outdoor and indoor) pools with two one-year options to renew are hereby **AWARDED** to the following low bidders:

	<u>DESCRIPTION</u>
• Kerr Pump and Supply, Inc. Oak Park, MI	Aurora Pumps – Proposal A and B
• Kennedy Industries, Inc. Milford, MI	Floway Pumps – Proposal A, Pump Maintenance/Repair
• Evergreen Water Controls Burton, MI	Floway Pumps – Proposal B, Pump Replacement

at unit prices contained in the bid tabulation opened March 6, 2006, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; and

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

**E-6 Approval of the Proposed 2006-2007 Troy Racquet Club Rates**

Resolution #2006-03-153-E-6

RESOLVED, That the 2006-2007 rates for court time for Troy Racquet Club are hereby **APPROVED** as stated in the report from the Parks and Recreation Department dated March 16, 2006; a copy of which shall be **ATTACHED** to and made a part of the original Minutes of this meeting.

**E-7 Contract Amendment #2 – Sidewalk Replacement Program**

Resolution #2006-03-153-E-7

WHEREAS, On July 11, 2005, Troy City Council exercised the final option to renew and amend the original contract for sidewalk replacement and installation with Hard Rock Concrete, Inc. at a total cost not to exceed \$550,000.00 under the same contract unit prices, terms, and conditions expiring June 30, 2006 (Resolution # 2005-07-348);

WHEREAS, Hard Rock Concrete, Inc. has agreed to amend the contract quantities under the same prices, terms, and conditions as the original contract; and

WHEREAS, It is requested the contract be amended to allow for additional sidewalk work as needed, in the amount of \$450,000.00.

NOW, THEREFORE, BE IT RESOLVED, That the contract is hereby **AMENDED** with Hard Rock Concrete, Inc. to provide sidewalk replacement and installation with the City of Troy for an additional \$450,000.00 (approximately \$300,000.00 for sidewalk replacement and \$150,000.00 for sidewalk installation), which will be added to the previously approved contract amounts and all costs will not exceed \$1,000,000.00; and

BE IT FINALLY RESOLVED, That this amendment **WILL BE AT THE SAME** contract unit prices, terms and conditions expiring June 30, 2006.

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**E-1b Address of “E” Items Removed for Discussion by City Council and/or the Public**

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**E-3 Proposed City of Troy Proclamation:**

Resolution #2006-03-154  
Moved by Howrylak  
Seconded by Fleming

RESOLVED, That the following City of Troy Proclamation be **APPROVED** as **AMENDED** by **STRIKING** “unprotected” in the fifth WHEREAS:

a) Alcohol Awareness Month – April, 2006

Yes: All-6  
No: None  
Absent: Lambert

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**E-5 Overhead Easement for Detroit Edison – Sidwell #20-23-354-048**

**Vote on Resolution to Postpone**

Resolution #2006-03-155  
Moved by Beltramini  
Seconded by Howrylak

RESOLVED, That Troy City Council hereby **POSTPONES** the request from Detroit Edison to grant an overhead easement over the property with Sidwell #88-20-23-354-048 until the next Regular City Council meeting scheduled for Monday, April 3, 2006.

Yes: All-6  
No: None  
Absent: Lambert

**PUBLIC COMMENT: Limited to Items Not on the Agenda**

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**F-2 Resolution Supporting Local Control of Cable Franchising and Municipal Broadband**

Resolution #2006-03-156  
Moved by Stine  
Seconded by Beltramini

WHEREAS, Telephone companies are lobbying our State and Federal legislature to change cable laws to allow them to offer cable television services over their telephone lines without obtaining local consent and without local regulations;

WHEREAS, Senate Bill No. 1157 was introduced in the Michigan Senate on March 16, 2006, and referred to the Committee on Technology and Energy;

WHEREAS, Senate Bill No. 1157 eliminates local control over cable television franchising, and would eliminate any requirement for cable companies to serve all residents, harming Michigan residents from inner cities to rural areas, along with economic development;

WHEREAS, On August 2, 2005, Senators John Ensign and John McCain introduced the Broadband Investment and Consumer Choice Act of 2005 (S. 1504);

WHEREAS, On June 30, 2005, Senators Smith and Rockefeller introduced the Video Choice Act of 2005 (S. 1349);

WHEREAS, On June 30, 2005, Congressmen Blackburn and Wynn introduced the Video Choice Act of 2005 (HR. 3146);

WHEREAS, These bills would preempt all local authority over the provision of cable and video services within the community, including the ability of the local government to provide appropriate oversight to entities conducting business within their jurisdiction and in the local public rights-of-way;

WHEREAS, Municipalities must retain local control over cable television franchising, especially where the private sector does not. Local control of cable television franchising is essential for economic development and municipalities need the flexibility to help our residents and improve our economy; and

WHEREAS, The Metro Act, Act 48 of 2002 was enacted three (3) years ago to resolve issues regarding telephone company use of municipal rights-of-way and the payment for the fair market rental of such use.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Troy **OPPOSES** the proposed telecommunication legislation for the following reasons:

1. It is vitally important to maintain local control in negotiating and administering cable franchise agreements. The proposed State Bill would shift these responsibilities to the State level, which cannot address important needs of our communities, which arise on a daily basis.

2. The proposed Federal legislation will shift these responsibilities to the FCC, which likewise cannot address important needs of our communities, which arise on a daily basis.
3. Municipalities must retain local control over cable television franchising in order to serve their citizens and provide for economic development of our community. The proposed legislation would prohibit municipalities from providing these essential services.
4. The municipalities have a fiduciary obligation to their citizens to manage and properly maintain all of its public rights-of-way. Cable franchise fees provide municipalities with significant revenue, which is used to provide municipal services to all of our citizens. The proposed federal and state legislation would eliminate cable franchise fees and local control of the public rights-of-way.

BE IT FURTHER RESOLVED, That copies of this Resolution **BE FORWARDED** to our elected representatives in Washington and Lansing, the FCC, Senators McCain, Ensign, Smith and Rockefeller, and Congressmen Blackburn and Wynn.

Yes: Schilling, Beltramini, Stine  
No: Broomfield, Fleming, Howrylak  
Absent: Lambert

#### **MOTION FAILED**

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#### **F-4 Zoning Ordinance Text Amendment (ZOTA 214) – Article IV and X, Group Child Care Homes in the R-1A through R-1E Districts**

Resolution #2006-03-157  
Moved by Schilling  
Seconded by Fleming

RESOLVED, That City Council hereby **SELECTS** proposed *Method of Approval for Group Child Care Homes (GCCH) Option 2* for Council discussion to provide City Administration with direction in preparation of an ordinance amendment for future City Council action.

Yes: Broomfield, Fleming, Howrylak, Schilling  
No: Beltramini, Stine  
Absent: Lambert

#### **MOTION CARRIED**

The meeting **RECESSED** at 8:57 P.M.

The meeting **RECONVENED** at 9:11 P.M.

**Vote on Resolution to Provide Direction to City Administration for the Purpose of Drafting Ordinance Language for Group Child Care Homes (GCCH)**

Resolution #2006-03-158

Moved Beltramini

Seconded Broomfield

RESOLVED, That City Council **DIRECTS** City Administration to prepare draft ordinance language for Group Child Care Homes (GCCH) in the R-1A through R-1E Districts that incorporates City Council, City Staff and Group Child Care Home Provider comments.

Yes: All-6

No: None

Absent: Lambert

**REGULAR BUSINESS:**

**F-1 Appointments to Boards and Committees: a) Mayoral Appointments: No appointments proposed and b) City Council Appointments: Liquor Advisory Committee and Traffic Committee**

**(a) Mayoral Appointments – No appointments proposed**

**(b) City Council Appointments**

Resolution #2006-03-159

Moved by Broomfield

Seconded by Beltramini

RESOLVED, That the following persons are hereby **APPOINTED BY THE CITY COUNCIL** to serve on the Boards and Committees as indicated:

**Liquor Advisory Committee**

Appointed by Council (7) – 3-Year Terms

Max Ehlert

Term Expires 01/31/09

Timothy P. Payne

Term Expires 01/31/09

Yes: All-6

No: None

Absent: Lambert

**Proposed Resolution for Appointment to the Traffic Committee**

Resolution

Moved by Broomfield

Seconded by Stine

RESOLVED, That the following person is hereby **APPOINTED BY THE CITY COUNCIL** to serve on the Boards and Committees as indicated:

**Traffic Committee**

Appointed by Council (7) – 3 Year Terms

Sarah Binkowski

Term Expires 01/31/09

**Vote on Resolution to Postpone**

Resolution #2006-03-160

Moved by Broomfield

Seconded by Fleming

RESOLVED, That Troy City Council hereby **POSTPONES** the proposed appointment to the Traffic Committee until the next Regular City Council Meeting scheduled for Monday, April 3, 2006.

Yes: Howrylak, Stine, Schilling, Broomfield, Fleming

No: Beltramini

Absent: Lambert

**MOTION CARRIED**

**F-3 Reconsideration of Motion #2006-03-143-E-6, Act 51 Mileage Certification for 2005**

**Vote on Resolution to Reconsider Resolution #2006-03-143-E-6**

Resolution #2006-03-161

Moved by Stine

Seconded by Howrylak

RESOLVED, That Resolution #2006-03-143-E-6, Moved by Beltramini and Seconded by Broomfield, as it appears below be **RECONSIDERED** by City Council:

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

*WHEREAS, The City of Troy hereby **ACCEPTS** the following platted and non-platted streets: Country Ridge, Firestone, New Castle, Wyngate, Amberwood, Norway, Dryden, Mayapple, Timbercrest, Ashton Court, Gunston Court, Mesa, Mirage, Jefferson and Langston.*

*THEREFORE, BE IT RESOLVED, That said streets are located within the City of Troy; right of way is under the control of the City of Troy; said streets are public streets and are for public street purposes and were open*

*to the public prior to December 31, 2005; and said streets are **ACCEPTED** into the City of Troy local street system; and*

*BE IT FURTHER RESOLVED, That the City of Troy hereby **DECERTIFIES** the following streets: N. Eton Rd and Miner effective on December 31, 2005.*

Yes: All-7

Yes: All-6  
No: None  
Absent: Lambert

#### **Vote on Amendment to Resolution #2006-03-143-E-6**

Resolution #2006-03-162  
Moved by Stine  
Seconded by Howrylak

RESOLVED, That Resolution #2006-03-143-E-6 be **AMENDED** by **STRIKING** "Firestone" in the second WHEREAS and **INSERTING** "Fireside" in its place.

Yes: All-6  
No: None  
Absent: Lambert

#### **Vote on Reconsidered Resolution #2006-03-143-E-6 as Amended**

Resolution #2006-03-143-E-6  
Moved by Beltramini  
Seconded by Broomfield

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

WHEREAS, The City of Troy hereby **ACCEPTS** the following platted and non-platted streets: Country Ridge, Fireside, New Castle, Wyngate, Amberwood, Norway, Dryden, Mayapple, Timbercrest, Ashton Court, Gunston Court, Mesa, Mirage, Jefferson and Langston.

THEREFORE, BE IT RESOLVED, That said streets are located within the City of Troy; right of way is under the control of the City of Troy; said streets are public streets and are for public street purposes and were open to the public prior to December 31, 2005; and said streets are **ACCEPTED** into the City of Troy local street system; and

BE IT FURTHER RESOLVED, That the City of Troy hereby **DECERTIFIES** the following streets: N. Eton Rd and Miner effective on December 31, 2005.

Yes: All-6  
No: None  
Absent: Lambert

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**MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:**

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**G-1 Announcement of Public Hearings:**

- a) Commercial Vehicle Appeal – 5152 Prentis – April 3, 2006
- b) Commercial Vehicle Appeal – 3463 Crooks Road – April 3, 2006  
Noted and Filed

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**G-2 Green Memorandums:**

- a) Disposal/Sale of Excess Property  
Noted and Filed

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**COUNCIL REFERRALS: Items Advanced to the City Manager by Individual City Council Members for Placement on the Agenda**

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**H-1 No Council Referrals Advanced**

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**COUNCIL COMMENTS:**

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**I-1 No Council Comments Advanced**

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**REPORTS:**

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

- a) Library Advisory Board/Final – February 9, 2006
- b) Election Commission/Final – February 27, 2006
- c) Planning Commission Special/Study/Final – February 28, 2006
- d) Building Code Board of Appeals/Draft – March 1, 2006
- e) Planning Commission Special/Study/Final – March 7, 2006
- f) Election Commission/Draft – March 20, 2006  
Noted and Filed

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**J-2 Department Reports: None Submitted**

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**J-3 Letters of Appreciation:**

- a) Letter of Thanks to Chief Craft from Doreen Olko, Auburn Hills Chief of Police, In Appreciation of the Cooperation of Officers Langbeen and Warzecha During President Bush's Visit  
Noted and Filed

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**J-4 Proposed Proclamations/Resolutions from Other Organizations:**

- a) Proclamation from L. Brooks Patterson Declaring April 2006 as Fair Housing Month
- b) Resolution from ICCA Supporting Local Control of Cable Franchising and Municipal Broadband  
Noted and Filed

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J-5 Calendar

Noted and Filed

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J-6 Correspondence from Ken Aud, Area Manager, Michigan Department of Corrections, Regarding Troy's Participation in the Inter-County Enforcement Project

Noted and Filed

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J-7 Correspondence from the City Attorney's Office Regarding Paul Weill v. City of Troy and Sanctuary Lake Golf Course

Noted and Filed

**STUDY ITEMS:**

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K-1 No Study Items Submitted

**PUBLIC COMMENT:** Address of "K" Items

**CLOSED SESSION:**

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L-1 Closed Session: No Closed Session Requested

The meeting **ADJOURNED** at 11:05 P.M.

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Louise E. Schilling, Mayor

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Tonni L. Bartholomew, City Clerk

**Oakland County Community Development Week**  
**April 17 – 23, 2006**

**WHEREAS**, The **Community Development Block Grant** (CDBG) program has operated since 1975 to provide governments with the resources required to meet the needs of persons of low and moderate income, and CDBG funds are used by thousands of neighborhood based non-profit organizations throughout the nation to address community and human service needs; and

**WHEREAS**, The **Community Development Block Grant** program has had a significant impact on our local economies through job creation and retention, capital improvements, public services, housing rehabilitation, and local tax bases; and

**WHEREAS**, Oakland County and other local governments have clearly demonstrated the capacity to administer and customize the CDBG program to identify, prioritize and resolve pressing local problems, such as affordable housing, neighborhood and human service needs, and infrastructure improvements.

**NOW, THEREFORE BE IT RESOLVED**, that the City Council of the City of Troy does hereby proclaim the week of **April 17 – 23, 2006**, as **Oakland County Community Development Week** and urges all citizens to join us in recognizing the Community Development Block Grant program and the importance it serves in our community.

Signed this 3<sup>rd</sup> day of April 2006.

**PROCLAMATION  
CELEBRATING THE SUCCESS OF SUPER BOWL XL  
THANKS TO LARRY ALEXANDER, JOHN WITZ AND SUSAN SHERER**

**WHEREAS**, The City of Troy is proud of its community members who helped to make Super Bowl XL a success for the entire Metro Detroit community; and

**WHEREAS**, We would like to salute Troy resident **Larry Alexander**, President and CEO of the Detroit Metro Convention and Visitors Bureau; Troy resident **John Witz**, Producer of the Motown Winter Blast and owner of Jonathan Witz & Associates; and **Susan Sherer**, Executive Director of the Super Bowl XL Host Committee, whose family owns a Joe Kool's, a successful Troy business, for all their hard work to bring the Super Bowl to Detroit and make it a first-class event; and

**WHEREAS**, Super Bowl XL benefited the Metro Detroit community and the City of Troy, drawing visitors to our hotels, restaurants, and shops. This event exposed downtown Detroit to thousands of suburbanites and attracted over one million people to Detroit; and

**WHEREAS**, Through the time, dedication and hard work of all those involved in the partnership, Super Bowl XL was a tremendous success and we encourage you in your future endeavors of promoting Metro Detroit as a great place to hold a major national event; and

**NOW, THEREFORE, BE IT RESOLVED** That the Troy City Council does hereby congratulate **Larry Alexander, John Witz and Susan Sherer** and recognizes the positive impact Super Bowl XL had on our residents and business community;

**BE IT FURTHER RESOLVED**, That the Troy City Council joins the citizens of this community in appreciation and celebration of Super Bowl XL and can't wait to see what's next!

Presented this 3<sup>rd</sup> day of April 2006.

March 22, 2006

TO: John M. Lamerato, Acting City Manager

FROM: Brian P. Murphy, Assistant City Manager/Services  
Jeanette Bennett, Purchasing Director  
Timothy L. Richnak, Public Works Director

SUBJECT: **Agenda Item** - Standard Purchasing Resolution 4: Oakland County Cooperative Purchasing Agreement – Trailer Mounted 4-ton Asphalt Hot Patcher

**RECOMMENDATION**

City management requests approval and authorization to purchase one (1) trailer mounted 4-ton Asphalt Hot Patcher through the Oakland County Cooperative Purchasing Agreement with Bell Equipment Company at an estimated total cost of \$10,241.00.

The hot patcher is used in the maintenance and repair of asphalt and concrete roads, sidewalks, and parking lots. This unit will replace a seven-year old hot patcher in the Streets Department.

	<u>QTY</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
<b><u>BELL EQUIPMENT COMPANY</u></b>			
Spaulding / RMV Asphalt Hot Patcher 4-Ton Trailer Mounted	1	\$10,241.00	\$10,241.00

**BUDGET**

Funds are available in the Streets Capital Account 401464.7978.010.

# *Bell* Equipment Company

**Main Office:**  
78 Northpointe Drive  
Lake Orion, Michigan 48359  
Phone: (248) 370-0000  
Fax: (248) 370-0011

February 28, 2006

Ms. Emily Frontera  
City of Troy  
Department of Public Service  
4693 Rochester Road  
Troy, MI 48085

**Branch Office:**  
1250 Randolph S.W.  
Grand Rapids, Michigan 49507  
Phone: (616) 245-1111  
Fax: (616) 245-2622

**RE: Piggyback Purchase of Spaulding 4 Ton Hot Patcher  
via Oakland County Road Commission Purchase Order**

Dear Emily,

Per your request, we are pleased to offer the following proposal for your review and approval.

As you are aware, we were awarded the bid for the purchase of six (6) Spaulding RMV 4 Ton Asphalt Hot Patchers with the Oakland County Road Commission. The purchase price for this bid was \$ 10,241.00 per unit (\$ 61,446.00 total). A copy of the Board's resolution is included for your review.

This letter is to serve as our official notice that we will allow the City of Troy to purchase one (1) or two (2) additional units at the same price of \$ 10,241.00 per unit. This offer is good for a period not to exceed 45 days.

Unit(s) will be equipped as follows:

- Four (4) ton capacity.
- Diesel fired burner.
- Tandem axle.
- Triple wall insulated.
- Automatic temperature control.
- 50-500 Thermometer in back of hopper.
- Skid plate platform.
- Hydraulic brakes.
- Solvent tank.
- Spare tire & rim.
- Painted orange (Dupont #31).

If any additional information is needed, please do not hesitate to contact me. Thank you for your interest in Spaulding and Bell Equipment Company.



James Bell Jr. – President, Bell Equipment Company

ROAD COMMISSION FOR OAKLAND COUNTY  
WATERFORD, MI  
CENTRAL OPERATIONS DEPARTMENT

FACSIMILE TRANSMITTAL SHEET

TO: Emily	FROM: Russ Curl, Fleet Manager - 248-858-4809
COMPANY: City of Troy	DATE: 2/21/2006
FAX NUMBER: 248.524.3501	TOTAL NO. OF PAGES INCLUDING COVER: 5
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
RE: Asphalt Patcher Bid Info	YOUR REFERENCE NUMBER:

- URGENT   
 FOR REVIEW   
 PLEASE COMMENT   
 PLEASE REPLY   
 PLEASE RECYCLE

NOTES/COMMENTS:

Enclosed are copies of the bid tabulations from our recent asphalt patcher bid. Our original bid request was for three (3) units. However, due to the favorable price received from Bell Equipment (they are the recommended bidder) we are increasing the size of our order to six (6) units (pending RCOC Board approval). If you would like to review the specifications we used I think they are on our web site or I can send them to you.

**ROAD COMMISSION FOR OAKLAND COUNTY - Beverly Hills, Michigan**

Tabulation of Bids Opened and Read on Tuesday, January 24, 2006 for PATCHER-HOT, ASPHALT 4 TON TRAILER MOUNTED 6082 OQ

Bid typed on January 25, 2006

<b>VENDOR NAME</b> <b>ADDRESS</b>  <b>PHONE NUMBER</b> <b>FAX NUMBER</b> <b>SIGNED</b> <b>TERMS</b> <b>FOB</b> <b>DELIVERY:</b>						Bell Equipment Company 78 Northpoint Dr. Lake Orion, MI 48359 248-370-0000 248-370-0011 James Pachla  30-90 Days		
RCOC STOCK NO.	DESCRIPTION 1	DESCRIPTION 2	QUANTITY ORDERED	UNIT OF MEASURE	SUPPLIER ITEM NO.	MAKE AND MODEL	UNIT PRICE	EXTENDED AMOUNT
	PATCHER, HOT- ASPHALT 4-TON TRAILER MOUNTED RCOC UNIT #G03782, G03783, G03784		3			Spaulding/RMV	\$ 10,241.00	\$ 30,723.00
							<b>Total Net Bid Price</b>	<b>\$ 30,723.00</b>

*\*Used throughout document to indicate a part/number/description/quantity was changed by Vendor. Please refer to Vendor's bid form for actual change.*

**ROAD COMMISSION FOR OAKLAND COUNTY - Beverly Hills, Michigan**

Tabulation of Bids Opened and Read on Tuesday, January 24, 2006 for PATCHER-HOT, ASPHALT 4 TON TRAILER MOUNTED 6082 OQ

Bid typed on January 25, 2006

<b>VENDOR NAME</b> <b>ADDRESS</b>  <b>PHONE NUMBER</b> <b>FAX NUMBER</b> <b>SIGNED</b> <b>TERMS</b> <b>FOB</b> <b>DELIVERY:</b>						Keizer-Morris Int'l, Inc. P.O. Box 85 Imlay City, Michigan 48444 810-724-1599 810-724-3371 Clifford D. Cameron  * See Note Below		
RCOC STOCK NO.	DESCRIPTION 1	DESCRIPTION 2	QUANTITY ORDERED	UNIT OF MEASURE	SUPPLIER ITEM NO.	MAKE AND MODEL	UNIT PRICE	EXTENDED AMOUNT
	PATCHER, HOT- ASPHALT 4- TON TRAILER MOUNTED RCOC UNIT #G03782, G03783, G03784		3			Keizer-Morris/KM 8000T.HYD.D.	\$ 13,720.00	\$ 41,160.00
<b>Total Net Bid Price</b>								\$ 41,160.00

\*NOTE: P.O. + 45 days 1st Unit. Second Unit 30 days after first unit, Third unit 30 days after second unit.

\*Used throughout document to indicate a part/number/description/quantity was changed by Vendor. Please refer to Vendor's bid form for actual change.

**ROAD COMMISSION FOR OAKLAND COUNTY - Beverly Hills, Michigan**

Tabulation of Bids Opened and Read on Tuesday, January 24, 2006 for PATCHER-HOT, ASPHALT 4 TON TRAILER MOUNTED 8082 OQ

Bid typed on January 25, 2006

VENDOR NAME ADDRESS  PHONE NUMBER FAX NUMBER SIGNED TERMS FOB DELIVERY:	Falcon RME 120 Waldo Ave. Midland, MI 48642 (989) 495-8332 (989) 495-8342 Gretchen Groulx  80-90 days from date of purchase order
---	--

RCOC STOCK NO.	DESCRIPTION 1	DESCRIPTION 2	QUANTITY ORDERED	UNIT OF MEASURE	SUPPLIER ITEM NO.	MAKE AND MODEL	UNIT PRICE	EXTENDED AMOUNT
	PATCHER, HOT- ASPHALT 4- TON TRAILER RCOC UNIT #G03782, MOUNTED G03783, G03784		3			Falcon RME P4D1XI	\$ 16,989.00	\$ 50,987.00
<b>Total Net Bid Price</b>								<b>\$ 50,987.00</b>

*\*Used throughout document to indicate a part/number/description/quantity was changed by Vendor. Please refer to Vendor's bid form for actual change.*

**ROAD COMMISSION FOR OAKLAND COUNTY - Beverly Hills, Michigan**

Tabulation of Bids Opened and Read on Tuesday, January 24, 2006 for PATCHER-HOT, ASPHALT 4 TON TRAILER MOUNTED 6082 OQ

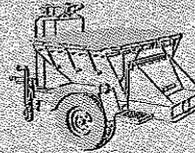
Bid typed on January 25, 2006

VENDOR NAME ADDRESS  PHONE NUMBER FAX NUMBER SIGNED TERMS FOB DELIVERY:	Stepp Manufacturing Co., In c. 12325 River Rd. North Branch, MN 55056 651-874-4491 651-874-4221 Bruce Konrad  120 Days
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RCOC STOCK NO.	DESCRIPTION 1	DESCRIPTION 2	QUANTITY ORDERED	UNIT OF MEASURE	SUPPLIER ITEM NO.	MAKE AND MODEL	UNIT PRICE	EXTENDED AMOUNT
	PATCHER, HOT- ASPHALT 4- TON TRAILER RCOC UNIT #G03782, MOUNTED G03783, G03784		3			STEPP/SPH-3.0	\$ 17,205.00	\$ 51,615.00
<b>Total Net Bid Price</b>								<b>\$ 51,615.00</b>

*\*Used throughout document to indicate a part/number/description/quantity was changed by Vendor. Please refer to Vendor's bid form for actual change.*

By: **SPAULDING MFG., INC.**



Manufactured by:  
**Spaulding, MFG., Inc.**

5366 East Road  
Saginaw, Michigan 48601  
(989) 777-4550 • (989) 777-0699  
Fax (989) 777-7430  
E-mail: [sales@spauldingmfg.com](mailto:sales@spauldingmfg.com)  
website: [www.spauldingmfg.com](http://www.spauldingmfg.com)

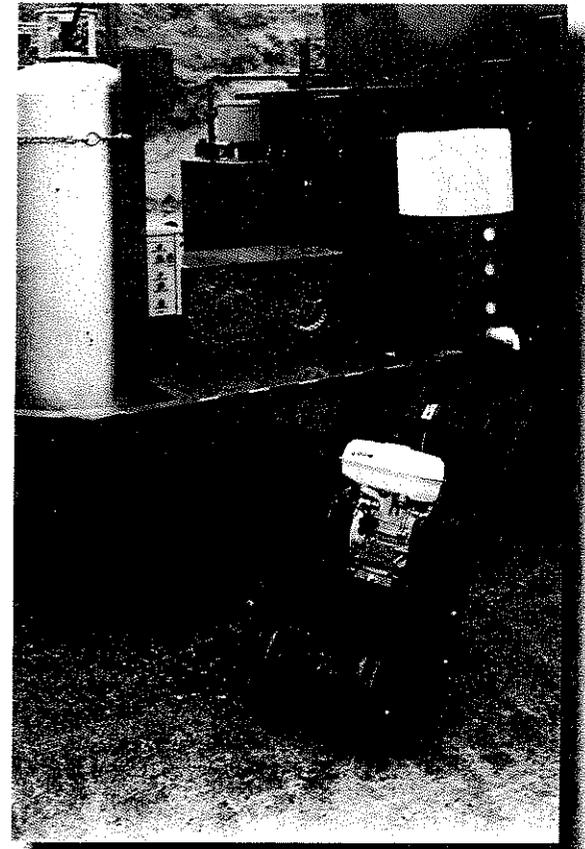
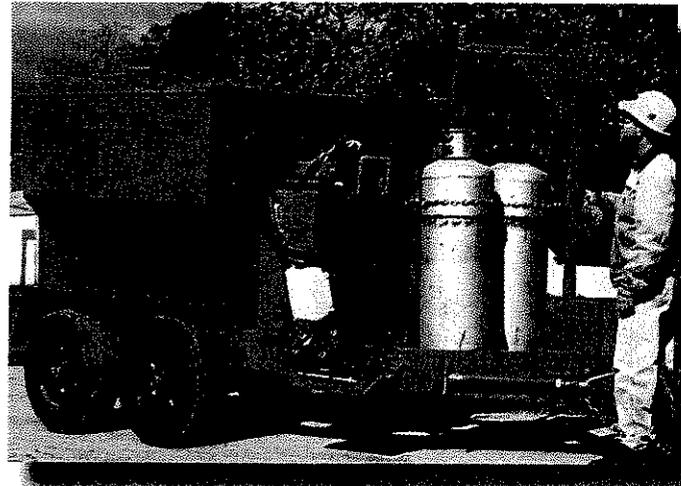
**4**  
TON

# RMV "HOT PATCHER"

Road Maintenance Vehicle

## SPECIFICATIONS- STANDARD

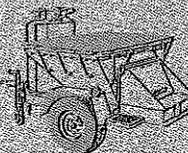
Capacity.....4 ton  
Height.....74 Inches  
Length.....15 Feet  
Width outside fender/fender....73 Inches  
Weight Unladen.....3800 lbs.



## STANDARD FEATURES

- Insulated Hopper and Doors
- Triple Wall Construction
- Continuous Welds
- Tandem Axles with Electric Brakes
- Heated Unloading Platform
- Adjustable Hitch-12 Positions
- L.P. Tank Rack for 2 Tanks (cylinders not included)
- Excess Flow Control Valves L.P.
- 150,000 BTU Stainless Steel Burner L.P. Gas
- Commercial Rated Tires
- Heavy Duty Rims
- Bolt on Fenders
- Solvent Tank for Shovels
- Retractable Handles on Top Doors
- Safety Latch Top Doors
- U.L. Rated L.P. Gas Hose

By: SPAULDING MFG., INC.



Manufactured by:  
Spaulding, MFG., Inc.

5366 East Road

Saginaw, Michigan 48601

(989) 777-4550 • (989) 777-0699

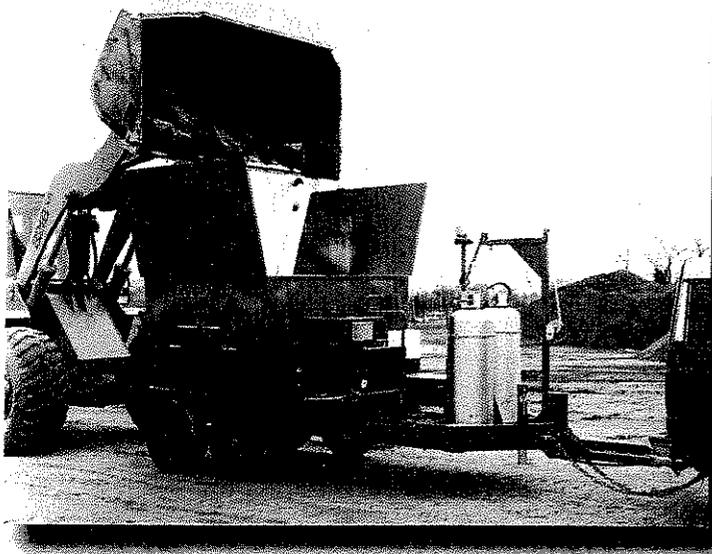
Fax (989) 777-7430

E-mail: sales@spauldingmfg.com

website: www.spauldingmfg.com

# 4 TON RMV 'HOT PATCHER'

Road Maintenance Vehicle



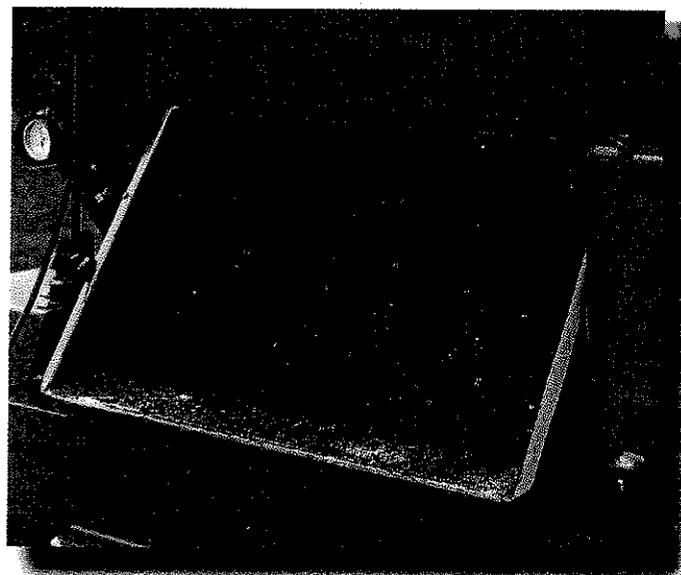
## OPTIONAL EQUIPMENT

- Automatic Temperature Control
- Beacon Warning Light/Strobe/Arrow Stick
- Hydraulic Surge Brakes
- Temperature Control Insulated Tack Tank
- Spray Wand and Hose for Tack Tank
- Hand Held Torch with Hose
- Hoist with Area for Roller or Plate Tamper
- Vibratory Roller
- 15 Gallon Water Tank
- Thermometer Dial at Back of Hopper
- Reclaimer Hopper
- Battery Pack
- Generator

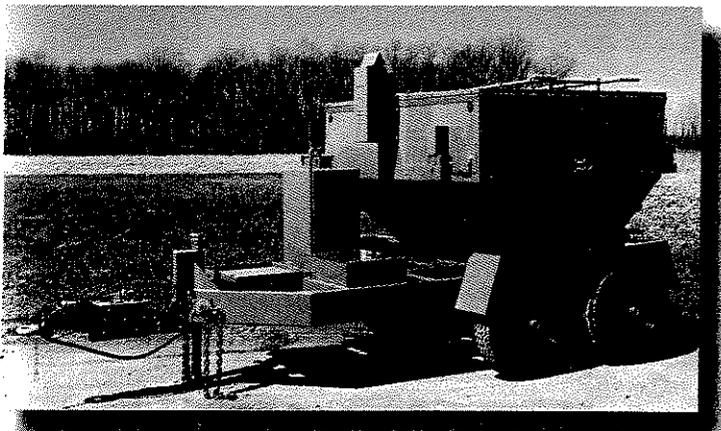
## 4 Reclaimer

### FUEL SOURCES

- L.P. Gas
- Diesel
- Electric
- CNG



(Reclaimed Asphalt from above photo)



Dealer:

**Bell Equipment Co.**

78 Northpointe Drive

Lake Orion, Michigan 48359

(248) 370-0000

Fax (248) 370-0011

website: <http://www.bellequip.com>

## 4 Diesel

March 24, 2006

E-04b

TO: John M. Lamerato, Acting City Manager

FROM: Brian Murphy, Assistant City Manager/Services  
Steven J. Vandette, City Engineer 

SUBJECT: **AGENDA ITEM** - Standard Purchasing Resolution #1: Award to Low Bidder  
Contract 06-1 – Rochester at Wattles and Square Lake – Mill & Overlay

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### **RECOMMENDATION**

It is recommended that City Council award a contract for the Rochester Road at Wattles Road and Rochester Road at Square Lake Road Mill and Overlay project to Ajax Paving Industries, Inc., 830 Kirts Blvd., Suite 100, Troy, MI 48084 for their low bid of \$298,196.02 contingent upon submission of proper proposal and bid documents, including insurance certificates, bonds and all specified requirements.

In addition, we are requesting authorization to approve additional work, if needed, not to exceed 10% of the original project cost.

### **BACKGROUND INFORMATION**

Bids were received and publicly read on March 23, 2006. The low bidder was Ajax Paving Industries, Inc., as can be seen in the attached tabulation of bids. The Engineer's estimate at the time of bidding was \$388,562. The low bid is therefore \$90,365.98 or 23.26% below the Engineer's estimate.

The work to be performed will eliminate the ruts in the intersections and provide a new asphalt pavement surface through the intersections as well as along Wattles Road and Square Lake Roads, east and west of Rochester Road. The existing pavement surface material will be partially removed and a new asphalt pavement surface will be applied. All prep work is to take place during nights and the actual milling and resurfacing work will be completed during weekend closures of the intersections. Appropriate detour routes and advance notification signs will be in place prior to the closure of the intersections. The work at Wattles is anticipated to take place during the month of May or June, while the work at Square Lake is anticipated to take place during the month of July or August.

### **FUNDING**

Funds for this work are included in the 2005/06 Major Roads Fund and the proposed 2006/07 Major Roads Fund, account numbers 401479.7989.051025 and 401479.7989.051035. The budgeted amount includes funds for construction, inspection and contingencies.

5 - Bids Sent / 4 - Bids Rec'd

CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
BID TABULATION FOR  
CONTRACT NO. 06-1  
ROCHESTER AT WATTLES & ROCHESTER AT SQUARE LAKE  
MILL & OVERLAY

	<u>BIDDER</u>	<u>AMOUNT</u>
1.	Ajax Paving Industries, Inc.	\$ 298,196.02
2.	Cadillac Asphalt, LLC	\$ 307,231.42
3.	Barrett Paving Materials, Inc.	\$ 347,715.62
4.	John Carlo, Inc.	\$ 357,241.62

Bid Opening Date: Thursday, March 23, 2006 at 10:00 a.m.

March 28, 2006

TO: John M. Lamerato, Acting City Manager

FROM: Jeanette Bennett, Purchasing Director  
Charles T. Craft, Chief of Police

SUBJECT: **Agenda Item** - Standard Purchasing Resolution 4: Oakland County  
Cooperative Purchasing Agreement - New Oakland County Emergency Radio  
Equipment Including Two Sole Source Vendors

### **RECOMMENDATION**

The Troy Police Department requests approval and authorization to purchase emergency radio equipment through Oakland County Cooperative Purchasing Agreements and two sole source vendors, Television Equipment Associates of New York and SetCom of California, at an estimated total cost of \$102,000.00.

### **BACKGROUND**

As previously corresponded, the CLEMIS (Court and Law Enforcement Management Information Systems) consortium has constructed a new 800 MHz public Safety Radio System for Oakland County called OakWIN. The purpose of this system is to provide countywide interoperable radio communications for all law enforcement, fire, and emergency medical services throughout Oakland County.

Funding for this project came from a 9-1-1-telephone surcharge and was approved by the Oakland County Board of Commissioners under Miscellaneous Resolution No. 99-279. This project relieved the City of Troy, and other consortium communities, of the financial and operational responsibilities related to constructing and maintaining "stand alone" radio systems. In addition to financing and constructing the system's infrastructure, the project is providing base stations, as well as mobile and portable radios to consortium public safety agencies. Ancillary equipment, the need for which differs from agency to agency, must be specified and purchased by individual participating agencies.

The equipment requested is operational in nature and necessary to maintain the communications capabilities we currently have. The equipment will be purchased from the following sources; the specific equipment to be purchased is detailed in Appendix 1.

- **OAKLAND COUNTY COOPERATIVE** – MA/Com and Cynergy  
Oakland County Cooperative currently has contracts with MA/Com and Cynergy for radio equipment.
- **SOLE SOURCE VENDORS** – Television Equipment Associates and SetCom  
The Police Department's Tactical Support Team along with the Special Response Unit tested and evaluated several bone microphones and found the sound clarity, in both talk and receive was far greater with the "Invisio Bone Mic" available solely through Television Equipment Associates. Investigators will also use this equipment during dignitary protection assignments and special investigations.

The Troy Police Department's Traffic Safety's Motorcycle Unit is currently using SETCOM equipment and this will allow interoperability with the motorcycle helmets they currently use.

### **BUDGET**

Funds for this equipment are available through the Police Department Capital Account for Communications, #401325.7980.055.

**APPENDIX 1**

**DETAILED COST ESTIMATES**

	<b><u>UNIT COST</u></b>	<b><u>TOTAL</u></b>
<b><u>MA/COM</u></b>		
12 Portable Radio's, P-7270	\$3339.70	\$40,076.40
40 ¼ Wave Antenna's	\$26.35	\$1,054.00
		<b>\$41,130.40</b>
<b><u>Cynergy</u></b>		
100 Stone Mountain Shoulder Mics	\$110.25	\$11,025.00
50 Spare Batteries,	\$68.25	\$3,412.50
100 Specialty Screws for Shoulder Mics	\$5.80	\$ 580.00
4 Portable Radio Battery Chargers	\$378.00	\$1,512.00
		<b>\$16,529.50</b>
<b><u>SETCOM</u></b>		
8 Motorcycle cable kits w/mics	\$663.00	<b>\$5,304.00</b>
<b><u>TELEVISION EQUIPMENT ASSOCIATES</u></b>		
57 Invisio Bone Mics with assorted lower cord and push to talk buttons	\$676.06	<b>\$38,535.42</b>

<b>ESTIMATED TOTAL</b>	<b>\$101,499.32</b>
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March 27, 2006

To: John M. Lamerato, Acting City Manager

From: Cindy Stewart, Community Affairs Director  
Jeanette Bennett, Purchasing Director

Re: **Agenda Item** - Standard Purchasing Resolution 3: Option to Renew –  
Printing of Troy Today

### **RECOMMENDATION**

On April 18, 2005, the Troy City Council approved a one-year contract to provide printing of the quarterly Troy Today newsletter with an option to renew for two (2) additional one-year periods to Grand River Printing & Imaging, the lowest acceptable bidder meeting specifications (Resolution #2005-04-183-E4e). The Community Affairs Department recommends exercising the first of two one-year options under the same prices, terms, and conditions.

Grand River Printing has indicated a desire to continue the contract for another year at the same prices, terms, and conditions as the original contract expiring upon completion of the Spring 2007 issue (letter attached).

### **BACKGROUND**

Grand River has an excellent reputation of service with the City of Troy. They have produced the City newsletter for a number of years. A market survey was not deemed necessary; as Grand River's original pricing is 29% less than the next low bidder. The paper mills have been increasing prices to their distributors the last couple of months, so the Purchasing Department concurs with the recommendation to exercise the option to renew at original bid prices.

### **BUDGET**

Funds are available from the Printing Accounts of the Community Affairs, Library and Parks & Recreation Departments, #748.7901, #790.7901, and #752.7901 respectively.



GRAND RIVER  
PRINTING & IMAGING

8455 HAGGERTY ROAD  
VAN BUREN TWP, MI 48111  
TEL 734 394-1400  
TEL 800 334-6857  
FAX 734 397-0310  
www.grpinc.com

*Intelligent print communications solutions*

March 8, 2006

Cynthia Stewart  
Community Affairs  
City of Troy  
500 West Big Beaver Road  
Troy, MI 48084

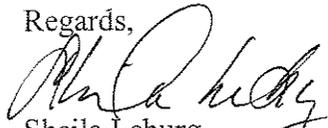
Dear Cindy,

Grand River Printing is very pleased to extend our printing contract with the City of Troy for another year beginning March 8<sup>th</sup>, 2006 at the same price, terms and conditions as our bid submission ITB -COT 05-05.

It is always a pleasure working with you and your staff in the production of *Troy Today*. The GRP staff and I, greatly value the relationship we have developed over the years and look forward to working with you again.

Please feel free to contact me if you have any questions or need further information.

Regards,

  
Sheila Leburg  
Account Representative

WHEREAS, Coleman's Towing and Recovery, Inc. agreed to exercise the first of two one-year options to renew the contract under the same prices, terms, and conditions (Resolution #2004-05-268-E-9); and

WHEREAS, Coleman's Towing and Recovery, Inc. agrees to exercise the second one-year option to renew the contract;

NOW, THEREFORE, BE IT RESOLVED, That the second of two one-year options to renew the contract is hereby **EXERCISED** with Coleman's Towing and Recovery, Inc. to provide towing and storage services under the same contract prices, terms, and conditions expiring on July 31, 2006.

c) **Standard Purchasing Resolution 1: Award to Low Bidder – Contract 05-1 – Section 18 Bituminous Overlay, Big Oak Trail SAD and Somerton SAD**

Resolution #2005-04-183-E-4c

RESOLVED, That contract No. 05-1, Section 18 Bituminous Overlay, Big Oak Trail SAD and Somerton SAD, be **AWARDED** to John Carlo, Inc., 4500 River Ridge, Clinton Twp., MI 48038 at an estimated total cost of \$289,956.90.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements, and if additional work is required such additional work is **AUTHORIZED** in an amount not to exceed 10% of the total project cost.

d) **Standard Purchasing Resolution 1: Award to Low Bidder – Aggregates**

Resolution #2005-04-183-E-4d

RESOLVED, That one-year contracts for Aggregates with an option to renew for one additional year are hereby **AWARDED** to the low bidders, Wolverine Contractors, Inc. of Lathrup Village, MI, Richmond Transport of Lenox, MI, United Soils, Inc. of Ray Township, MI, and Edw. C. Levy Co. of Detroit, MI, at unit prices contained in the bid tabulation opened March 21, 2005, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with the contracts expiring April 30, 2006; and

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

e) **Standard Purchasing Resolution 2: Bid Award – Lowest Bidder Meeting Specifications – Printing of Troy Today, Quarterly Newsletter**

Resolution #2005-04-183-E-4e

RESOLVED, That a contract to provide printing of the quarterly Troy Today newsletter for one (1) year with an option to renew for two (2) additional one-year periods is hereby **AWARDED** to the lowest acceptable bidder meeting specifications, Grand River Printing & Imaging, for an

estimated annual cost of \$70,060.72, plus the actual cost of bulk rate postage; and additional charges as needed not to exceed 10% of the total contract cost or \$7,006.07, at unit prices contained in the bid tabulation opened March 30, 2005, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, to expire upon completion of the Spring 2006 issue.

f) **Standard Purchasing Resolution 1: Award to Sole Bidder – Transit Mixed Concrete**

Resolution #2005-04-183-E-4f

RESOLVED, That a contract to provide one-year requirements of Transit Mixed Concrete with an option to renew for one additional year is hereby **AWARDED** to the sole bidder, Nagy Ready Mix, Inc. of Utica, MI, the primary supplier, at unit prices contained in the bid tabulation opened March 14, 2005, a copy of which shall be **ATTACHED** to the original Minutes of this meeting at an estimated total cost of \$166,554.00.

BE IT FURTHER RESOLVED, That Clawson & Killins Concrete Co. is hereby named secondary supplier, utilizing the informal three-quote process at the following unit prices:

**PROPOSAL A – WEEK DAY DELIVERY**

ITEM	DESCRIPTION	UNIT PRICE
1.	6 Sack Mix	\$ 68.00/cy
2.	7 Sack Mix (High Early)	\$ 73.00/cy
3.	12 HR 300PSI Mix Flexural Strength/ 7 sack	\$ 73.00/cy
4.	<b><u>Split Load Charges</u></b>	
a.	2 Locations	\$ 100.00/ea
b.	3 locations	\$ 100.00/ea
5.	Below Minimum Load Charge	\$ 80.00/ea
6.	Cold Weather Protection	\$ 4.00/cy

**PROPOSAL B – SATURDAY DELIVERY**

ITEM	DESCRIPTION	UNIT PRICE
1.	6 Sack Mix	\$ 73.00/cy
2.	7 Sack Mix (High Early)	\$ 78.00/cy
3.	12 HR 300PSI Mix Flexural Strength/ 7 sack	\$ 78.00/cy
4.	<b><u>Split Load Charges</u></b>	
a.	2 Locations	\$ 100.00/ea
b.	3 locations	\$ 100.00/ea
5.	Below Minimum Load Charge	\$ 80.00/ea
6.	Cold Weather Protection	\$ 5.00/cy

April 5, 2005

TO: John Szerlag, City Manager

FROM: John M. Lamerato, Assistant City Manager/Finance & Administration  
Jeanette Bennett, Purchasing Director  
Cindy Stewart, Community Affairs Director

SUBJECT: **Agenda Item** - Standard Purchasing Resolution 2: Bid Award – Lowest Bidder Meeting Specifications – Printing of Troy Today, Quarterly Newsletter

### **RECOMMENDATION**

Bid proposals to furnish printing of the quarterly newsletter Troy Today for one (1) year with an option to renew for two (2) additional one-year periods were opened on March 30, 2005. City management recommends a contract be awarded to the lowest acceptable bid received from Grand River Printing & Imaging, 8455 Haggerty Road, Van Buren Township, MI 48111, 734-394-3635 at an estimated annual cost of \$70,060.72, plus additional charges as needed at unit prices contained in the attached bid tabulation dated 3/30/05 and the actual cost of bulk rate postage.

### **ADDITIONAL INFORMATION**

The Troy Today is mailed to all households four (4) times per year to publicize City information; phone numbers; Parks & Recreation, Library, Museum and Nature Center classes and special events. It maintains regular features including road and infrastructure construction maps, development news, Council meeting schedules, Police and Fire tips and other special programs.

### **EXPLANATION OF LOWEST BID WITHDRAWING**

Phillips Brothers Printing submitted the lowest bid at \$65,200.00, but on April 4, 2005 they withdrew their bid due to the fact that they realized they overlooked or misunderstood a couple of items on the bid document. Their email is attached.

### **EXPLANATION OF BID NOT MEETING SPECIFICATIONS**

The paper specification was changed this year to allow a lower weight paper to decrease postage costs. Grand River Printing & Imaging submitted two bids with the lowest of the two bids containing pricing for an alternate paper. That paper was unacceptable since the opacity of the paper was lower which can result in unacceptable ink bleed through.

### **BUDGET**

Funds are available in the Community Affairs Printing Account #748.7901, Library Printing Account #790.7901 and the Parks & Recreation Printing Account #752.7901.

141 Vendors Notified via MITN System

6 Bid Responses Rec'd

1 Bid did not meet specifications

3 No Bids: (2) companies could not be competitive

(1) company policy prohibits including \$1,500 check to insure the bid

1 Bid Withdrawn

VENDOR NAME:

	<b>* GRAND RIVER PRINTING</b>	CLARK GRAPHICS INC
	<b>&amp; IMAGING</b>	
CHECK #	On File	620692837
CHECK AMOUNT	<b>\$1,500.00</b>	<b>\$1,500.00</b>

**PROPOSAL: FURNISH ALL LABOR, MATERIALS, AND EQUIPMENT TO PROVIDE ONE YEAR REQUIREMENTS OF OFFSET PRINTING OF TROY TODAY WITH AN OPTION TO RENEW FOR TWO ADDITIONAL ONE-YEAR PERIODS**

QTY	DESCRIPTION		
40,000 Copies per Printing	<b>Printing of TROY TODAY</b> Four Times per Year (160,000 Copies per Year)		
	<b>Complete for the Sum of:</b>	<b>\$ 17,515.18</b>	\$ 24,663.00
	<b>Extended Yearly Cost:</b>	<b>\$ 70,060.72</b>	\$ 98,652.00
	Paper Manufactured by: Cover Inside	Sonoma by Woodland	
		Daytona by Woodland	Daytona Offset
	<b>Additional Charges:</b>	See pricing schedule	
1) Cost per each additional 4-page spread 50 lb Offset Paper			\$ 3,114.00
60 lb White Gloss Text Stock			\$ 2,856.00
2) Changes once the silver print is completed		\$80.00/HR	\$75.00/HR
3) Cost for additional quantities per 500 Copies			
	<b>Offset      Gloss Text</b>		
Base Bid (80 Pages + 4 pages)		\$168.56/500 Copies	\$144.00/500 Copies
<i>Optional Pricing</i>		Per 500 Copies	Per 500 Copies
a.) 84 Pages (84 Pages + 4 pages)		\$ 602.35	\$ 298.00
b.) 88 Pages (80 Pages + 8 pages)		\$ 757.61	\$ 290.00
c.) 92 Pages (84 Pages + 8 pages)		\$ 1,953.83	\$ 348.00
<b>Completion Schedule:</b>			
Can meet	10 CALENDAR DAYS	XX	XX
Cannot meet			
<b>Contact Information</b>			
Hours of Operations		3 shifts - 24 hours	24 hours
24 Hrs Emergency Phone No.		(734)394-1400	(586)772-4900
<b>Terms</b>		2% 10 days; Net 30	Net 30 Less 1% Net 20
<b>Warranty</b>		BLANK	BLANK
<b>Delivery</b>		<b>10 Business Days</b>	
<b>Samples</b>	Y or N	YES	YES
<b>Exceptions:</b>		BLANK	IF STOCK IS UNAVAILABLE FOR 2ND, 3RD, AND 4TH
			PRINTING COST IS \$25,394 FOR 40,500
			\$25,250 FOR 40,000
<b>Acknowledgement</b>	Completed Y or N	YES	YES

BID WITHDRAWN :  
Phillips Brothers Printers Inc \$65,200.00

DMS:  
Grand River Printing & Imaging - Alternate Bid - \$67,335.32

**\* DENOTES LOWEST ACCEPTABLE BIDDER**

Reason: The alternate paper is unacceptable due to opacity - there is greater chance of ink bleed through.

Opening Date -- 3-30-05  
 Date Prepared -- 4/8/05

CITY OF TROY  
 BID TABULATION  
 PRINTING OF TROY TODAY

VENDOR NAME:

UNIVERSITY	ALLIED MAILING
LITHOPRINTERS INC	& PRINTING INC
109517	100073969
<b>\$1,500.00</b>	<b>\$1,500.00</b>

CHECK #

CHECK AMOUNT

**PROPOSAL: FURNISH ALL LABOR, MATERIALS, AND EQUIPMENT TO PROVIDE ONE YEAR REQUIREMENTS OF OFFSET PRINTING OF TROY TODAY WITH AN OPTION TO RENEW FOR TWO ADDITIONAL ONE-YEAR PERIODS**

QTY	DESCRIPTION		
40,000 Copies per Printing	<b>Printing of TROY TODAY</b> Four Times per Year (160,000 Copies per Year)		
	<b>Complete for the Sum of:</b>	\$ 24,990.00	\$ 1.37
	<b>Extended Yearly Cost:</b>	\$ 99,960.00	\$ 219,901.00
	Paper Manufactured by: Cover Inside	Cannon Woodland	Woodland Woodland
	<b>Additional Charges:</b>		
1)	Cost per each additional 4-page spread 50 lb Offset Paper 60 lb White Gloss Text Stock	\$ 1,685.00 \$ 1,685.00	\$ 6,375.31 \$ 8,492.12
2)	Changes once the silver print is completed	\$65.00/HR	\$100.00/HR
3)	Cost for additional quantities per 500 Copies		
	<b>Offset</b> <b>Gloss Text</b>		
	Base Bid (80 Pages + 4 pages)	\$170.00/500 Copies	\$647.45/500 Copies
	<u>Optional Pricing</u>	Per 500 Copies	Per 500 Copies
a.)	84 Pages (84 Pages + 4 pages)	\$ 190.00	\$ 1,879.08
b.)	88 Pages (80 Pages + 8 pages)	\$ 210.00	\$ 1,428.42
c.)	92 Pages (84 Pages + 8 pages)	\$ 230.00	\$ 1,914.13
	<b>Completion Schedule:</b>		
	Can meet      10 CALENDAR DAYS	XX	XX
	Cannot meet		
	<b>Contact Information</b>		
	Hours of Operations	Production - M-F 24 Hours	M-F 7:30 - 5pm
	24 Hrs Emergency Phone No.	(734)973-9414	(313)719-1500
	<b>Terms</b>	Net 30 Days	Net 30 Days
	<b>Warranty</b>	BLANK	BLANK
	<b>Delivery</b>	<b>10 Business Days</b>	
	<b>Samples</b> Y or N	YES	YES
	<b>Exceptions:</b>	BLANK	BLANK
	<b>Acknowledgement</b> Completed Y or N	YES	YES

NO BIDS:

ATTEST:

Debra Painter  
 \_\_\_\_\_  
 Cindy Stewart  
 \_\_\_\_\_

\_\_\_\_\_

## Jeanette Bennett

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**From:** Cynthia A Stewart  
**Sent:** Monday, April 04, 2005 2:14 PM  
**To:** Jeanette Bennett  
**Subject:** FW: ITB-COT 05-05 Troy Today.

-----Original Message-----

**From:** Rush, Carolyn [mailto:Carolyn@pbpweb.com]  
**Sent:** Monday, April 04, 2005 2:05 PM  
**To:** Cynthia A Stewart  
**Subject:** ITB-COT 05-05 Troy Today.

Hi Cindy,

Per our conversation, please consider this e-mail as Phillips Brothers Printers' withdrawal from ITB-COT 05-05 Troy Today.

After your questioning of a few items in the bid, we realized we overlooked or misunderstood a couple of items.

Phillips Brothers Printers would not be able to complete the print of the publication exact to the specifications, for the price we bid.

I apologize for any inconvenience this may have caused.

Carolyn Rush



## Downloading History for ITB-COT 05-05 TroyToday

The report below shows all fax and e-mail vendors that matched this document when it was originally issued. It also shows all vendors that have downloaded or ordered the document and any subsequent amendments as of 4/8/2005.

<b>Document Title:</b>	Printing of Troy Today
<b>Date Issued:</b>	3/8/2005
<b>Close Date:</b>	3/30/2005

Click on the table headings for "Account Number" or "Company name" to re-sort this report by that column. You may also click on any vendor account number to view their account information.

Acct #	Company Name	Service	Date Obtained Document	Date Obtained Amendments
10991	360 Services International	E-mail		
17153	A&E Printers and Mailers	Free	3/22/2005	
11680	A-1 Business Products	E-mail	3/9/2005	
13053	Accuform Printing & Graphics, Inc.	Free	3/16/2005	
10693	ACE Computer Essentials, Inc.	E-mail		
16603	Ad-Tech Agency Inc.	E-mail		
12742	Addison Graphic Solutions, Inc.	E-mail		
13431	Advantage Communications Group	E-mail		
16572	Allied Mailing & Printing	Free	3/23/2005	
19786	America's Finest Printing & Graphics	E-mail	3/11/2005	
20230	American Ink Printing & Graphics	E-mail	3/9/2005	
11147	American Mailers	E-mail		
19476	Ann Arbor Printing & Mailing Service	E-mail	3/8/2005	
15460	Arbor Press	E-mail		
12062	B2B Services, Inc	Fax		
10717	Blue Pencil Creative Group, Ltd.	E-mail		
16776	BRD Printing Incorporated	E-mail	3/17/2005	
15019	Brodie Corporation	E-mail		
18332	c & h printing	E-mail		
17028	C&A Type and Graphics	E-mail	3/8/2005	
16815	C.A.P. Printing L.L.C.	Free	3/10/2005	

11916	Caldwell Printing	Free	3/28/2005	
19674	Capital Imaging	E-mail		
13422	Centron Data Services, Inc.	E-mail		
12922	Clark Graphics, Inc.	E-mail	3/21/2005	
19258	Color Q LLC	E-mail	3/16/2005	
16718	Commercial Blueprint, Inc.	E-mail		
13813	Commercial Communications, Inc	E-mail		
17102	Community Reproduction and Printing Group, Inc.	E-mail		
17878	Compton Printing	E-mail		
19861	Computer Composition Corp	Free	3/14/2005	
20016	CORT Furniture Rental	E-mail	3/9/2005	
10469	COUGAR PRINTING & GRAPHICS, INC.	E-mail		
10276	CPM Services Group, Inc	E-mail		
17214	CWB Enterprises, LLC	E-mail	3/9/2005	
10868	Dearborn Lithograph, Inc.	E-mail	3/25/2005	
11544	Dearborn Offset Printing, Inc.	E-mail	3/22/2005	
10100	Der Graphics, Incorporated	E-mail		
13468	DESIGN GROUP	Free	3/9/2005	
19136	Dodaj Enterprises	E-mail		
19543	Dupli Envelope & Graphics Corp.	E-mail		
16733	E.J. Steve	E-mail	3/8/2005	
15621	ECON MARKETING SERVICES INC	E-mail		
10981	Ed Luberdia	E-mail		
17995	Empire Printing	E-mail		
10318	Entire Reproductions and Imaging Solutions	E-mail	3/9/2005	
19341	FIRST IMPRESSION PRINTING	E-mail		
14027	Five Star Graphics Inc dba Graphic Image	E-mail		
12125	Flamingo Kid Signs, Inc.	E-mail	3/10/2005	
11444	Fudge Business Forms, Inc.	E-mail		
11422	Gemini Forms & Systems	Free	3/8/2005	
15657	Grand River Printing & Imaging	E-mail	3/14/2005	
19815	Graphics East, Inc.	Fax		
19666	Greatland Corporation	E-mail		
17036	greko print & imaging inc.	Fax		
17186	Hatteras Printing, Inc.	E-mail	3/31/2005	
10677	Heitman Garand Company	Free	3/11/2005	
17858	Herald Publishing Company, Inc.	E-mail		
20473	Hooley Printing & Graphics	Free	3/11/2005	
20073	I-Z Corp	Free	3/20/2005	
19788	Identification Resources, Inc.	E-mail	3/29/2005	
17444	ImageNation Inc.	E-mail		

16060	Imperial Graphics & Design	E-mail		
11388	Inco Graphics	E-mail		
15511	Inland Press	E-mail	3/8/2005	
19591	Innovated Capital Solutions	E-mail		
13718	International Minute Press	Free	3/10/2005	
11719	INTRAC FORMS & SYSTEMS	E-mail		
18146	J & M Reproduction Corporation	E-mail		
18476	John Henry Company	E-mail	3/9/2005	
11116	Johnston Lithograph	Fax	3/30/2005	
14624	Kansas Bank Note Company	E-mail	3/13/2005	
13781	Kimcraft Printers, Inc	E-mail	3/8/2005	
11891	Kinko's	E-mail		
12808	Lasertec	E-mail		
10117	Lawson Printers, Inc.	Free	3/9/2005	
17321	Lighthouse Graphic Services	E-mail		
10128	Marketing Support Services	E-mail		
14525	Maro Enterprises LLC	E-mail		
19927	Mass Mailing	Free	3/10/2005	
17065	Master Business Forms Company	Fax		
17245	Matrix Imaging Solutions	E-mail		
18734	Matrix Printing Systems, Inc.	E-mail		
18275	Max Printing	E-mail		
17763	Mays Printing Company Inc.	E-mail		
11598	Media Connection Advertising Inc	E-mail		
19765	Meridian Graphics, LLC	Free	3/9/2005	
12333	Messenger Printing Service	E-mail	3/8/2005	
19710	Metro Community Newspapers, LLC	Free	3/16/2005	
12030	Miami Systems Corporation	Free	3/9/2005	
13110	Mid Atlantic Planning & Consulting	Free	3/21/2005	
18678	Miller Corp LLC	E-mail	3/21/2005	
17889	MK & Company	E-mail		
15976	Moore Wallace Inc	E-mail		
13485	Morning Star Publishing Company	E-mail	3/10/2005	
16101	Mort Crim Communications, Inc.	E-mail		
19622	MSX International	E-mail		
15485	Nu-Tech Graphics & Systems Inc.	Fax	3/28/2005	
20146	Observer & Eccentric Newspapers	E-mail		
18380	OccuMed3	E-mail		
18547	Office Furniture Services	E-mail		
14166	P&S INC	E-mail		
10331	PC Photo Imaging	E-mail	3/8/2005	
16416	Perfect Impressions	Free	3/30/2005	
14369	Perfect Promotion Inc.	E-mail		

18156	Performance Creative Resources, Inc.	E-mail	3/29/2005	
15759	Phillips Bros. Printers	Free	3/10/2005	
12743	PK Specialties	E-mail		
19946	POINTE GRAPHICS LLC	E-mail	3/21/2005	
19600	Print-Tech Inc.	E-mail	3/9/2005	
12534	Printcom, Inc	E-mail	3/8/2005	
10596	Printwell, Inc.	E-mail	3/22/2005	
19563	Pro-Motion, LLC	Free	3/8/2005	
12047	R.b. Printing Service	Fax		
20273	RBF Inc.	E-mail	3/15/2005	
15189	Regina's All-Star Apparel & Accessories, Inc.	E-mail		
10129	Robot Printing and Communications	E-mail		
10294	Rodriguez Printing Services	E-mail		
10038	Rotary Multiforms, Inc	E-mail		
13739	Schena Roofing & Sheet Metal Co. Inc.,	Fax	3/8/2005	
12933	Select Graphics Corporation	E-mail	3/8/2005	
11448	Signature Press, Inc.	E-mail		
11956	Sir Speedy Printing	E-mail	3/8/2005	
12886	Sky Promotions/Benquin Business	E-mail		
16450	SourceMaster	E-mail		
16388	Standard Office Solutions, INC	E-mail		
13123	Stephens Nu-Ad	E-mail		
18307	Stoffel Seals Corporation	E-mail	3/9/2005	
18562	TAB Products Company	E-mail		
16967	Target Information Management	E-mail		
13301	The Devon Group	Free	3/9/2005	
18035	The EGT Group, Inc.	E-mail		
16663	The Job Shop Ink Inc.	E-mail		
17735	The Quintek Group	E-mail	3/10/2005	
12437	The Reliance Group	E-mail		
12620	University Lithographers, Inc.	Free	3/15/2005	
12760	Utley Brothers, Inc.	E-mail		
20363	Velocity Imaging Group	E-mail	3/9/2005	
11610	Westside Reprographics	E-mail		
12122	Woodland Paper	Free	3/22/2005	
16881	Zip Printing	E-mail		

[Return to Main Menu](#)

[Return to Report Menu](#)

March 29, 2006

TO: John M. Lamerato, Acting City Manager

FROM: Brian P. Murphy, Assistant City Manager/Services  
Jeanette Bennett, Purchasing Director  
Timothy L. Richnak, Public Works Director

SUBJECT: **Agenda Item** - Standard Purchasing Resolution 4: State Of Michigan Cooperative Purchasing Agreement MiDEAL – Commercial Lawn Equipment

**RECOMMENDATION**

City management recommends approval and authorization to purchase one (1) John Deere 72 inch Zero Turn Riding Mower from John Deere Company through the terms of the State of Michigan Cooperative Purchasing Agreement, MiDEAL - contract #071B0000446, at an estimated total cost of \$12,247.00.

The equipment will replace a lawn mower due to come out of service from the Parks Department.

	<u>ITEM</u>	<u>BUDGET</u>	<u>UNIT COST</u>	<u>TOTAL</u>
<b><u>John Deer Company</u></b>				
(1) John Deere 997 Zero Turn Mower with 72 inch Deck, 31 hp Diesel Engine	A-17	\$17,000.00	\$12,246.75	\$12,246.75
<b>TOTAL</b>		<b>\$17,000.00</b>		<b>\$12,246.75</b>

The John Deere mower will be delivered and serviced during the warranty period by Weingartz Golf and Turf, 39050 Grand River Ave., Farmington Hills, MI.

If you have any questions regarding this recommendation, please feel free to call me at your convenience.

**BUDGET**

Funds are available from the Fleet Maintenance Division Capital Account 565.7981.

March 28, 2006

TO: John M. Lamerato, Acting City Manager

FROM: Brian P. Murphy, Assistant City Manager/Services  
Jeanette Bennett, Purchasing Director  
Carol K. Anderson, Director of Parks and Recreation

SUBJECT: **Agenda Item** – Standard Purchasing Resolution 2: Bid Award – Low Bidders Meeting Specifications -Turfgrass Chemical Products

**RECOMMENDATION**

Bid proposals were opened March 7, 2006, for the 2006 seasonal supply of turfgrass protection products, to be used by Sylvan Glen and Sanctuary Lake Golf Courses, as well as the Parks Maintenance Division. City Management recommends purchases be made from the following low bidders meeting specifications for an estimated total cost of \$139,900.00, at unit prices as detailed on the attached bid tabulation.

**SUMMARY**

**Tri-Turf, 24016 Haggerty, Farmington Hill, Michigan 48335**

Item No.	Product Description	Estimated Quantity	Unit Price	Estimated Total Cost
4.	Sync	72 Pints- 6 cases	\$14.25	\$1,026.00
7.	Imidacloprid (Alternate)	153.6 oz.- 6 cases	\$14.16	\$2,174.98
37.	Cleary's 3336 – Alternate T-Methyl 50	144 lbs- 12 cases	\$16.25	\$2,340.00
<b>ESTIMATED TOTAL:</b>				<b>\$5,540.98</b>

**Verdicon/UAP, 15515 Knobhill Linden, Michigan 48451**

Item No.	Product Description	Estimated Quantity	Unit Price	Estimated Total Cost
16.	Bayleton 50WSP	240.59 lbs – 7 drums	\$74.414	\$17,903.26
17.	K-Power 13-0-46 Alternate	25,000 lbs – 500bags	\$0.3356	\$8,390.00
21.	Primo Maxx-link pak	10 gallons (1 pak)	\$371.50	\$3,715.00
25.	Dimension	15 gallons- 3 cases	\$103.00	\$1,545.00
<b>ESTIMATED TOTAL:</b>				<b>\$31,553.26</b>

**ProSource One Professional Products 10680 Macon Highway Tecumseh, MI 49286**

19.	Kelly's High Calcium Line Greens grade	17 tons- 17 bags	\$173.88	\$2,955.96
23.	Alliette/ Signature	110lbs- 5 cases	\$17.35	\$1,908.50
24.	Par- Flo 4F	300 gallons- 10 drums	\$23.95	\$7,185.00
<b>ESTIMATED TOTAL:</b>				<b>\$12,049.46</b>

March 28,2006

To: John M. Lamerato, Acting City Manager  
 Re: Bid Award- Turf Chemical Products for 2006

**Great Lakes Turf, LLC., 6600 Clay Avenue SW, Grand Rapids, Michigan 49548**

Item No.	Product Description	Estimated Quantity	Unit Price	Estimated Total Cost
5.	Pervade	55 gallons (1 drum)	\$20.863	\$1,147.465
8.	Astron	45 gallons – 9 cases	\$78.00	\$3,510.00
13.	20-0-4 Carbon Powder	155 gallons – 31 cases	\$18.40	\$2,852.00
14.	Calphlex	85 gallons – 17 cases	\$36.00	\$3,060.00
15.	Protesyn	60 gallons – 12 cases	\$40.00	\$2,400.00
18.	White Gold 0-0-24 reg. Grade	2,000 lbs – 40 bags	\$0.612	\$1,224.00
27.	Foradox pro	15 gallons – 3 cases	\$86.00	\$1,290.00
28.	TriCal 35sp.	360 lbs – 24 pales	\$3.666	\$1,319.76
29.	Largo	50 gallons- 10 cases	\$35.00	\$1,750.00
30.	Envy 26-6-26	1,300 lbs – 26 bags	\$0.80	\$1,040.00
31.	Carbon Power 3-0-15	20 gallons– 4 cases	\$20.00	\$400.00
34.	PK Fight 3-0-28	100 gallons- 20 cases	\$40.80	\$4,080.00
35.	White Gold Greens Grade 0-0-24	3,000 lbs- 60 bags	\$0.731	\$2,193.00
36.	Retain	15 gallons- 3 cases	\$62.00	\$930.00
		<b>ESTIMATED TOTAL:</b>		<b>\$27,196.23</b>

**Turfgrass Inc., P.O. Box 663, South Lyon, Michigan 48178**

Item No.	Product Description	Estimated Quantity	Unit Price	Estimated Total Cost
3.	Banol	8 gallons – 4 cases	311.00	\$2,488.00
6.	Heritage WG (bulk pack)	48 lbs – 2 cases	\$321.35	\$15,424.80
9.	Anderson's 27-3-11 extend	8,850- 177 bags	\$0.475	\$4,203.75
10.	Gary's Green 18-3-4 +iron	40 gallons – 8 cases	\$34.20	\$1,368.00
11.	Sili-Kal B	40 gallons- 8 cases	\$43.00	\$1,720.00
12.	Ultraplex	60 gallons – 12cases	\$41.80	\$2,508.00
26.	Allectus	25 gallons- 5 cases	\$185.00	\$4,625.00
32.	Andersons 18-9-18 contec DG pro	5,000lbs- 125 bags	\$0.981	\$4,905.00
33.	CuralanEG	407 lbs- 37 cases	\$21.63	\$8,803.41
		<b>ESTIMATED TOTAL:</b>		<b>\$46,045.96</b>

March 28, 2006

To: John M. Lamerato, Acting City Manager  
Re: Bid Award- Turf Chemical Products for 2006

**Lesco Inc. 1301 East 9<sup>th</sup> Street Suite 1300 Cleveland, Ohio 44114**

1.	Chipco 26GT Flowable or Approved Alt. Iprodione Pro 2SE – <b>Lesco 18+</b>	30 gallons- 6 cases	\$88.90	\$2,667.00
20.	Mefanoxam 2AQ (alternate)	25 gallons- 5 cases	\$369.28	\$9,232.00
22.	Spectator Ultra 1.3 (alternate)	15 gallons- 3 cases	\$159.80	\$2,397.00
<b>ESTIMATED TOTAL:</b>				<b>\$14,296.00</b>

**Carso Inc. 404 South Vine Street PO Box 139 Camargo, IL 61919**

2.	Echo 720	100 gallons- 20 cases	\$32.00	\$3,200.00
<b>ESTIMATED TOTAL:</b>				<b>\$3,200.00</b>

**EXPLANATION OF BIDS OR BID ITEMS NOT MEETING SPECIFICATIONS**

Lesco Inc. bid an alternate on item #4 which does not contain a carbohydrate based surfactant, amine polymer complex or ph buffer to optimize fungicide solubility.

TriTurf bid an alternate on item #5, which contains 50% less active ingredient in their product.

Turf Grass bid an alternate for item #6, Heritage TL Liquid, even though competitively priced would cost more per acre per application to achieve the same results.

Lesco Inc. bid an alternate on items #8,9,10, and 27, Turf Grass bid alternates on items #13,14, and 30 and Tri-Turf on item #10. These products contain less micronutrients and patented plant extracts essential for quality plant growth.

TriTurf bid an alternate on item #12, which contains less micronutrients, no surfactants, and no buffering action.

Weingartz Inc. and TriTurf bid alternates on items #16, Lesco and Tri Turf on item #6, and Lesco for item #15 which are not, the same chemistry class as required on the bid.

Lesco Inc and TriTurf bid alternates on item #32 which have less micronutrients, less residual requiring more fertilizer and additional applications, products also do not dissolve after watering in.

Turf Grass Inc. bid an alternate on item #34 which does not contain PO3, phosphate, which is essential in thickening cell walls of the grass plant during times of stress.

March 28, 2006

To: John M. Lamerato, Acting City Manager  
Re: Bid Award- Turf Chemical Products for 2006

**SUMMARY**

All items recommended represent the lowest acceptable bid meeting specifications. Estimated quantities of chemicals shall be purchased at quoted unit prices, and ordered in unit lots on an as needed basis.

Vendors quoting the same price per unit cost were awarded the bid item based upon payment terms, and best delivery time after a verbal phone release.

The chemicals will be used by the Parks Maintenance Division, Sylvan Glen and Sanctuary Lake Golf Courses to maintain turfgrass. The estimated totals for each item are based upon our anticipated use for the upcoming season. We make every effort to minimize the amount of product we carry from one season to the next, and only purchase quantities needed.

**BUDGET**

Funds for these purchases are available from the Golf Courses and Parks Division Seed/Planting Supplies Operating Budgets.

75 Vendors Notified via the MITN System  
8 Bid Responses Received

Prepared by: Danny T. McDonald, Superintendent of Greens

Opening Date -- 3/07/06  
Date Prepared - 3/23/06

CITY OF TROY  
BID TABULATION  
CHEMICALS - GOLF COURSES

ITB-COT 06-06  
Pg 1 of 12

VENDOR NAME:				Weingartz		Turfgrass Inc.	
				Golf & Turf			
ITEM	EST QTY	DESCRIPTION	PKG SIZE	UNIT PRICE	CASE PRICE	UNIT PRICE	CASE PRICE
1.	30 GALS (6 CASES)	CHIPCO 26 GT FLOWABLE or IPRODIONE PRO 2 SE	2 X 2.5 GALS 5 GALS/CASE	\$ 114.00	\$ 570.00	\$ 94.00	\$ 472.00
				Alternate : Pegasus		Alternate: \$120.00	
2.	100 GALS (20 CASES)	DACONIL WEATHERSTIK or ECHO 720	2 X 2.5 GALS 5 GALS/CASE	\$ 48.00	\$ 240.00	\$ 68.26	\$ 343.89
3.	8 GALS (4 CASES)	BANOL	2 X 1 GAL 2 GALS/CASE	\$ 395.00	\$ 790.00	\$ 311.00	\$ 622.00
4.	72 pints (6 Cases)	SYNC	12 pints PER CASE	Blank	Blank	\$ 17.50	\$ 210.00
5.	55 GALS (1 DRUM)	PERVADE	55 GALS PER DRUM	Blank	Blank	N/B	N/B
						Alternate: \$2,338.00	
6.	48 LBS (2 CASES)	HERITAGE W.G. BULK PACK	4 X 6 LBS 24 LBS/CASE	Blank	Blank	\$ 321.35	\$ 7,712.40
						Alternate: DMS 10 gal link pak	
7.	153.6 OZ (6 CASES)	MERIT 75 W.S.P.	4 X 4 X 1.6 OZ. 25.6 OZ./CASE	\$ 20.51	\$ 525.00	\$ 16.25	\$ 416.00
						Alternate: \$1,350.00 5lb case	
8.	45 GALS (9 CASES)	ASTRON	2 X 2.5 GALS 5 GALS/CASE	Blank	Blank	N/B	N/B
9.	8850 LBS (177 Bags)	Anderson 27-3-11 Extend	50 LB Per BAG	Blank	Blank	\$ 0.475	\$ 23.73
10.	40 GALS (8 CASES)	Gary's Green 18-3-4+Iron	2 X 2.5 GALS 5 GALS/CASE	Blank	Blank	\$ 34.20	\$ 171.00
11.	40 GALS (8 CASES)	Sili-Kal B	2 X 2.5 GALS 5 GALS/CASE	Blank	Blank	\$ 43.00	\$ 215.00
12.	60 GALS (12 CASES)	Ultraplex	2 X 2.5 GALS 5 GALS./CASE	Blank	Blank	\$ 41.80	\$ 209.00
13.	155 GALS (31 CASES)	20-0-4 CARBON POWER	2 X 2.5 GALS 5 GALS/CASE	Blank	Blank	N/B	N/B
						Alternate: DMS 55 gal drum	
14.	85 GALS (17 CASES)	CALPHLEX	2 X 2.5 GALS 5 GALS/CASE	Blank	Blank	N/B	N/B
15.	60 GALS (12 CASES)	PROTESYN	2 X 2.5 GALS 5 GALS/CASE	Blank	Blank	N/B	N/B
16.	240.59 LBS (7 Drums)	Bayleton 50 WSP	34.37 lbs PER DRUM	Alternate: Kestral per jug DMS		\$ 74.42	\$2,558.00

Opening Date -- 3/07/06  
Date Prepared -- 3/23/06

CITY OF TROY  
BID TABULATION  
CHEMICALS - GOLF COURSES

ITB-COT 06-06  
Pg.2 of 12

VENDOR NAME:

VENDOR NAME:				Weingartz		Turfgrass Inc.	
				Golf & Turf			
ITEM	EST QTY	DESCRIPTION	PKG SIZE	UNIT PRICE	CASE PRICE	UNIT PRICE	CASE PRICE
17.	25,000 LBS (500 BAGS)	K-POWER 13-0-46 120 SGN	50 LBS/BAG	Blank	Blank	Alternate: \$ 22.43 \$ 0.449	\$ 22.43
18.	2,000 LBS (40 BAGS)	WHITE GOLD 0-0-24 REG-GRADE	50 LBS/BAG	Blank	Blank	N/B	N/B
19.	17 Tons ( 17 BAGS)	KELLY'S HIGH CALCIUM LIME GREENS GRADE	1 TON PER BAG	Blank	Blank	Alternate: \$ 197.00 \$ 197.00	\$ 197.00
20.	25 GALS (5 CASES)	SUBDUE MAXX	2 x 2.5 Gals 5 Gal / Case	Blank	Blank	Alternate: \$1,276.00 3gal/case \$ 531.50	\$2,657.50
21.	10 GALS (1 PAK)	PRIMO MAXX LINK PAK	1 X 10 GALS 10 GALS/PAK	Blank	Blank	\$ 371.50	\$3,715.00
22.	15 GALS (3 CASES)	BANNER MAXX	2 x 2.5 Gals 5 Gals/ Case	Alternate: Kestral 4x1 gals \$ 192.50	\$ 770.00	Alternate: \$568.00 12x7.2oz/cs \$ 289.00	\$ 578.00
23.	110 LBS (5 CASES)	ALLIETTE / SIGNATURE	2 x 11 LBS 22 lbs/ CASE	\$ 18.87	\$ 415.00	\$ 34.81	\$ 383.00
24.	300 GALS (10 Drums)	PAR-FLOW 4 F	30 Gals PER DRUM	Blank	Blank	Alternate: \$850.00 N/B	N/B
25.	15 GALS (3 CASES)	DIMENSION	2 X 2.5 GALS 5 GALS/CASE	\$ 125.00	\$ 625.00	Alternate: \$1,205.00 20lb/cs \$ 117.00	\$ 585.00
26.	25 GALS (5 CASES)	ALLECTUS	2 x 2.5 GALS 5 GALS/CASE	Blank	Blank	\$ 185.00	\$ 740.00
27.	15 GALS (3 CASES)	FLORADOX PRO	2 x 2.5 GALS 5 GALS/CASE	Blank	Blank	N/B	N/B
28.	360 LBS (24 PAILS)	TRICAL 35SP	15 LB/ PAIL	Blank	Blank	N/B	N/B
29.	50 GALS (10 Cases)	LARGO	2 x 2.5 GALS 5 GALS/CASE	Blank	Blank	Alternate: \$321.00 N/B	N/B
30.	1300 LBS (26 BAGS)	ENVY 26-6-26	50 LB PER BAG	Blank	Blank	Alternate: DMS 25#bag N/B	N/B
31.	20 GALS (4 CASES)	CARBON POWER 3-0-15	2 x 2.5 GALS 5 GALS/CASE	Blank	Blank	N/B	N/B
32.	5000 LBS (125 BAGS)	ANDERSON'S 18-9-18 CONTEC DG PRO	40 LB PER BAG	Blank	Blank	\$ 0.981	\$ 39.25
33.	407 LBS (37 Cases)	CURALAN EG	4 X 2.75 lb 11 lbs/CASE	\$ 26.19	\$ 288.00	\$ 21.63	\$ 238.00

Opening Date -- 3/07/06  
 Date Prepared -- 3/23/06

CITY OF TROY  
 BID TABULATION  
 CHEMICALS - GOLF COURSES

VENDOR NAME:

VENDOR NAME:				Weingartz		Turfgrass Inc.	
				Golf & Turf			
ITEM	EST QTY	DESCRIPTION		UNIT PRICE	CASE PRICE	UNIT PRICE	CASE PRICE
34.	100 GALS (20 Cases)	PK FIGHT 3-0-28	2 X 2.5 Gals			Alternate: DMS	
			5 Gal/Case	Blank	Blank	N/B	N/B
35.	3000 LBS (60 BAGS)	WHITE GOLD GREENS GRADE 0-0-24	2 X 2.5 Gals				
			5 Gal/Case	Blank	Blank	N/B	N/B
36.	15 GALS (3 CASES)	RETAIN	2 X 2.5 Gals				
			5 Gal/Case	Blank	Blank	N/B	N/B
37.	144 LBS (12 CASES)	CLEARY's 3336	6 X 2 lbs/Case	\$ 23.33	\$ 280.00	\$ 20.73	\$ 248.76
			12 lbs/Case				
<b>ESTIMATED TOTAL OF AWARDED ITEMS --</b>				<b>N/A</b>		<b>\$ 46,045.96</b>	
MINIMUM SHIPMENT:				1,000 or 5 cases		1.00	
Received within				5 Days		24 Hours	
CONTACT INFORMATION: Hrs of Oper:				7 to 5		M-F 6-5pm	
Phone #				586-980-8579		248-866-6081	
TERMS				Net 30 Days		Net 30	
WARRANTY				Blank		Listed in Bid	
EXCEPTIONS				Listed in Bid		Attached to Bid	
				Alternates			
				Item 2,16,& 22			
ACKNOWLEDGEMENT: Y or N				Yes		Yes	

**BOLDFACE TYPE DENOTES LOWEST ACCEPTABLE BIDDERS**

PROPOSAL - Seasonal Requirements of Turfgrass Chemicals

Opening Date -- 3/07/06  
Date Prepared - 3/23/06

CITY OF TROY  
BID TABULATION  
CHEMICALS - GOLF COURSES

ITB-COT 06-06  
Pg 4 of 12

VENDOR NAME:

ITEM	EST QTY	DESCRIPTION	PKG SIZE	Prosource One		Carso Inc	
				UNIT PRICE	CASE PRICE	UNIT PRICE	CASE PRICE
1.	30 GALS (6 CASES)	CHIPCO 26 GT FLOWABLE or IPRODIONE PRO 2 SE	2 X 2.5 GALS 5 GALS/CASE	\$ 94.97	\$ 474.85	Blank	Blank
2.	100 GALS (20 CASES)	DACONIL WEATHERSTIK or ECHO 720	2 X 2.5 GALS 5 GALS/CASE	\$ 71.00	\$ 355.00	<b>Alternate: Echo 720</b>	
3.	8 GALS (4 CASES)	BANOL	2 X 1 GAL 2 GALS/CASE	\$ 359.91	719.82	Blank	Blank
4.	72 pints (6 Cases)	SYNC	12 pints PER CASE	N/B	N/B	Blank	Blank
5.	55 GALS (1 DRUM)	PERVADE	55 GALS PER DRUM	N/B	N/B	Blank	Blank
6.	48 LBS (2 CASES)	HERITAGE W.G. BULK PACK	4 X 6 LBS 24 LBS/CASE	\$ 341.75	\$ 8,202.00	\$ 424.00	\$ 10,176.00
7.	153.6 OZ (6 CASES)	MERIT 75 W.S.P.	4 X 4 X 1.6 OZ. 25.6 OZ./CASE	\$ 15.05	\$ 385.28	Blank	Blank
8.	45 GALS (9 CASES)	ASTRON	2 X 2.5 GALS 5 GALS/CASE	N/B	N/B	Blank	Blank
9.	8850 LBS (177 Bags)	Anderson 27-3-11 Extend	50 LB Per BAG	N/B	N/B	Blank	Blank
10.	40 GALS (8 CASES)	Gary's Green 18-3-4+Iron	2 X 2.5 GALS 5 GALS/CASE	N/B	N/B	Blank	Blank
11.	40 GALS (8 CASES)	Sili-Kal B	2 X 2.5 GALS 5 GALS/CASE	N/B	N/B	Blank	Blank
12.	60 GALS (12 CASES)	Ultraplex	2 X 2.5 GALS 5 GALS./CASE	N/B	N/B	Blank	Blank
13.	155 GALS (31 CASES)	20-0-4 CARBON POWER	2 X 2.5 GALS 5 GALS/CASE	N/B	N/B	Blank	Blank
14.	85 GALS (17 CASES)	CALPHLEX	2 X 2.5 GALS 5 GALS/CASE	N/B	N/B	Blank	Blank
15.	60 GALS (12 CASES)	PROTESYN	2 X 2.5 GALS 5 GALS/CASE	N/B	N/B	Blank	Blank
16.	240.59 LBS (7 Drums)	Bayleton 50 WSP	34.37 lbs PER DRUM	\$ 74.414	\$ 2,558.00	Blank	Blank

Opening Date -- 3/07/06  
 Date Prepared -- 3/23/06

CITY OF TROY  
 BID TABULATION  
 CHEMICALS - GOLF COURSES

VENDOR NAME:				Prosource One		Carso Inc	
				Professional Products			
ITEM	EST QTY	DESCRIPTION	PKG SIZE	UNIT PRICE	CASE PRICE	UNIT PRICE	CASE PRICE
17.	25,000 LBS (500 BAGS)	K-POWER 13-0-46 120 SGN	50 LBS/BAG	N/B	N/B	Blank	Blank
18.	2,000 LBS (40 BAGS)	WHITE GOLD 0-0-24 REG-GRADE	50 LBS/BAG	N/B	N/B	Blank	Blank
19.	17 Tons ( 17 BAGS)	KELLY'S HIGH CALCIUM LIME GREENS GRADE	1 TON PER BAG	\$ 173.88	\$ 173.88	Blank	Blank
20.	25 GALS (5 CASES)	SUBDUE MAXX	2 x 2.5 Gals 5 Gal / Case	\$ 577.72	\$ 1,155.44	Alternate: Mefenoxam 2 \$ 418.00 \$ 2,090.00	
21.	10 GALS (1 PAK)	PRIMO MAXX LINK PAK	1 X 10 GALS 10 GALS/PAK	\$ 371.50	\$ 3,715.00	Blank	Blank
22.	15 GALS (3 CASES)	BANNER MAXX	2 x 2.5 Gals 5 Gals/ Case	\$ 310.76	\$ 621.50	Alternate: Heritage Pro \$ 174.00 \$ 870.00	
23.	110 LBS (5 CASES)	ALLIETTE / SIGNATURE	2 x 11 LBS 22 lbs/ CASE	\$ 17.35	\$ 190.85	Blank	Blank
24.	300 GALS (10 Drums)	PAR-FLOW 4 F	30 Gals PER DRUM	\$ 23.95	\$ 718.50	Blank	Blank
25.	15 GALS (3 CASES)	DIMENSION	2 X 2.5 GALS 5 GALS/CASE	\$ 111.96	\$ 279.90	Blank	Blank
26.	25 GALS (5 CASES)	ALLECTUS	2 x 2.5 GALS 5 GALS/CASE	\$ 251.21	\$ 1,004.84	Blank	Blank
27.	15 GALS (3 CASES)	FLORADOX PRO	2 x 2.5 GALS 5 GALS/CASE	N/B	N/B	Blank	Blank
28.	360 LBS (24 PAILS)	TRICAL 35SP	15 LB/ PAIL	N/B	N/B	Blank	Blank
29.	50 GALS (10 Cases)	LARGO	2 x 2.5 GALS 5 GALS/CASE	N/B	N/B	Blank	Blank
30.	1300 LBS (26 BAGS)	ENVY 26-6-26	50 LB PER BAG	N/B	N/B	Blank	Blank
31.	20 GALS (4 CASES)	CARBON POWER 3-0-15	2 x 2.5 GALS 5 GALS/CASE	N/B	N/B	Blank	Blank
32.	5000 LBS (125 BAGS)	ANDERSON'S 18-9-18 CONTEC DG PRO	40 LB PER BAG	N/B	N/B	Blank	Blank
33.	407 LBS (37 Cases)	CURALAN EG	4 X 2.75 lb 11 lbs/CASE	\$ 27.74	\$ 305.14	Blank	Blank

Opening Date -- 3/07/06  
 Date Prepared -- 3/23/06

CITY OF TROY  
 BID TABULATION  
 CHEMICALS - GOLF COURSES

VENDOR NAME:

<b>Prosource One</b>	<b>Carso, Inc</b>
<b>Professional Products</b>	

ITEM	EST QTY	DESCRIPTION	UNIT PRICE	CASE PRICE	UNIT PRICE	CASE PRICE
34.	100 GALS (20 Cases)	PK FIGHT 3-0-28	2 X 2.5 Gals 5 Gal/Case	N/B	N/B	Blank Blank
35.	3000 LBS (60 BAGS)	WHITE GOLD GREENS GRADE 0-0-24	2 X 2.5 Gals 5 Gal/Case	N/B	N/B	Blank Blank
36.	15 GALS (3 CASES)	RETAIN	2 X 2.5 Gals 5 Gal/Case	N/B	N/B	Blank Blank
37.	144 LBS (12 CASES)	CLEARY's 3336	6 X 2 lbs/Case 12 lbs/Case	\$ 19.24	\$ 230.88	Blank Blank
<b>ESTIMATED TOTAL OF AWARDED ITEMS --</b>				<b>\$ 12,049.46</b>	<b>\$ 3,200.00</b>	

MINIMUM SHIPMENT: Received Within

CONTACT INFORMATION: Hrs of Oper: 8 to 5  
 Phone #: 517-403-3778

TERMS

WARRANTY

EXCEPTIONS

ACKNOWLEDGEMENT: Y or N

Full Case Minimum	Blank
3 days or less	Blank
8 to 5	Blank
517-403-3778	Blank
25th of the Month	N-30
Blank	Blank
Listed in Bid	Blank
Addendum - Item 7	
Yes	Yes

VENDOR NAME:				Lesco Inc.		UAP/Verdicon	
ITEM	EST QTY	DESCRIPTION	PKG SIZE	UNIT PRICE	CASE PRICE	UNIT PRICE	CASE PRICE
1.	30 GALS (6 CASES)	CHIPCO 26 GT FLOWABLE or IPRODIONE PRO 2 SE	2 X 2.5 GALS 5 GALS/CASE	<b>Alternate: Lesco 18 +</b> \$ 88.90		\$ 112.00	\$ 560.00
2.	100 GALS (20 CASES)	DACONIL WEATHERSTIK or ECHO 720	2 X 2.5 GALS 5 GALS/CASE	\$ 36.00	\$ 180.00	\$ 71.00	\$ 355.00
3.	8 GALS (4 CASES)	BANOL	2 X 1 GAL 2 GALS/CASE	\$ 345.00	\$ 680.00	\$ 341.75	\$ 683.50
4.	72 pints (6 Cases)	SYNC	12 pints PER CASE	Alternate: Hawkeye 069405 64ozx6/cs DMS		N/B	N/B
5.	55 GALS (1 DRUM)	PERVADE	55 GALS PER DRUM	N/B	N/B	N/B	N/B
6.	48 LBS (2 CASES)	HERITAGE W.G. BULK PACK	4 X 6 LBS 24 LBS/CASE	Alternate: Insignia 082154 7.2#x3/cs DMS		\$ 341.75	\$ 8,202.00
7.	153.6 OZ (6 CASES)	MERIT 75 W.S.P.	4 X 4 X 1.6 OZ. 25.6 OZ./CASE	\$ 19.14	\$ 490.00	\$ 17.062	\$ 436.00
8.	45 GALS (9 CASES)	ASTRON	2 X 2.5 GALS 5 GALS/CASE	Alternate: Bolster 026619 DMS		N/B	N/B
9.	8850 LBS (177 Bags)	Anderson 27-3-11 Extend	50 LB Per BAG	Alternate: Lesco 24-5-11 DMS		N/B	N/B
10.	40 GALS (8 CASES)	Gary's Green 18-3-4+Iron	2 X 2.5 GALS 5 GALS/CASE	Alternate: Greenflo 18-3-6 DMS		N/B	N/B
11.	40 GALS (8 CASES)	Sili-Kal B	2 X 2.5 GALS 5 GALS/CASE	N/B	N/B	N/B	N/B
12.	60 GALS (12 CASES)	Ultraplex	2 X 2.5 GALS 5 GALS./CASE	N/B	N/B	N/B	N/B
13.	155 GALS (31 CASES)	20-0-4 CARBON POWER	2 X 2.5 GALS 5 GALS/CASE	N/B	N/B	N/B	N/B
14.	85 GALS (17 CASES)	CALPHLEX	2 X 2.5 GALS 5 GALS/CASE	N/B	N/B	N/B	N/B
15.	60 GALS (12 CASES)	PROTESYN	2 X 2.5 GALS 5 GALS/CASE	Alternate: GreenFlo Phyte DMS		N/B	N/B
16.	240.59 LBS (7 Drums)	Bayleton 50 WSP	34.37 lbs PER DRUM	\$ 74.425	\$ 2,558.00	\$ 74.414	\$ 2,558.00

VENDOR NAME:				Lesco Inc.		UAP/Verdicon	
ITEM	EST QTY	DESCRIPTION	PKG SIZE	UNIT PRICE	CASE PRICE	UNIT PRICE	CASE PRICE
17.	25,000 LBS (500 BAGS)	K-POWER 13-0-46 120 SGN	50 LBS/BAG	N/B	N/B	Alternate \$ 0.3356	\$ 16.78
18.	2,000 LBS (40 BAGS)	WHITE GOLD 0-0-24 REG-GRADE	50 LBS/BAG	N/B	N/B	N/B	N/B
19.	17 Tons ( 17 BAGS)	KELLY'S HIGH CALCIUM LIME GREENS GRADE	1 TON PER BAG	\$ 236.00		\$ 220.00	\$ 220.00
20.	25 GALS (5 CASES)	SUBDUE MAXX	2 x 2.5 Gals 5 Gal / Case	Alternate: Mefenoxam 2 AQ		2 x 1 Case	(5 Gal Case)
				\$ 369.28	\$ 1,846.42	\$ 531.49	\$ 2,657.45
21.	10 GALS (1 PAK)	PRIMO MAXX LINK PAK	1 X 10 GALS 10 GALS/PAK	N/B	N/B	\$ 371.50	\$ 3,715.00
22.	15 GALS (3 CASES)	BANNER MAXX	2 x 2.5 Gals 5 Gals/ Case	Alternate: Spectator Ultra		2 x 1 Case	(5 Gal Case)
				\$ 159.80	\$ 799.00	\$ 288.00	\$ 1,440.00
23.	110 LBS (5 CASES)	ALLIETTE / SIGNATURE	2 x 11 LBS 22 lbs/ CASE	Alternate: Prodigy		\$ 18.99	\$ 417.78
				\$ 17.69	\$ 389.18		
24.	300 GALS (10 Drums)	PAR-FLOW 4 F	30 Gals PER DRUM	N/B	N/B	\$ 24.50	\$ 735.00
25.	15 GALS (3 CASES)	DIMENSION	2 X 2.5 GALS 5 GALS/CASE	\$ 110.00	\$ 550.00	\$ 103.00	\$ 515.00
26.	25 GALS (5 CASES)	ALLECTUS	2 x 2.5 GALS 5 GALS/CASE	4gal/cs \$ 231.25	\$ 925.00	4 x 1 Case \$ 210.00	(5 Gal Case) \$ 1,050.00
27.	15 GALS (3 CASES)	FLORADOX PRO	2 x 2.5 GALS 5 GALS/CASE	Alteranate: Greenflo Phyte		DMS	N/B
28.	360 LBS (24 PAILS)	TRICAL 35SP	15 LB/ PAIL	N/B	N/B	N/B	N/B
29.	50 GALS (10 Cases)	LARGO	2 x 2.5 GALS 5 GALS/CASE	N/B	N/B	N/B	N/B
30.	1300 LBS (26 BAGS)	ENVY 26-6-26	50 LB PER BAG	N/B	N/B	N/B	N/B
31.	20 GALS (4 CASES)	CARBON POWER 3-0-15	2 x 2.5 GALS 5 GALS/CASE	N/B	N/B	N/B	N/B
32.	5000 LBS (125 BAGS)	ANDERSON'S 18-9-18 CONTEC DG PRO	40 LB PER BAG	Alternate: Lesco 21-4-11		DMS	N/B
				Alternate: Touche 062700			
33.	407 LBS (37 Cases)	CURALAN EG	4 X 2.75 lb 11 lbs/CASE	4x4x11oz/cs \$ 22.04	\$ 242.43	\$ 23.99	\$ 263.89

VENDOR NAME:				Lesco Inc		UAP/Verdicon	
ITEM	EST QTY	DESCRIPTION		UNIT PRICE	CASE PRICE	UNIT PRICE	CASE PRICE
34.	100 GALS (20 Cases)	PK FIGHT 3-0-28	2 X 2.5 Gals 5 Gal/Case	N/B	N/B	N/B	N/B
35.	3000 LBS (60 BAGS)	WHITE GOLD GREENS GRADE 0-0-24	2 X 2.5 Gals 5 Gal/Case	N/B	N/B	N/B	N/B
36.	15 GALS (3 CASES)	RETAIN	2 X 2.5 Gals 5 Gal/Case	N/B	N/B	N/B	N/B
37.	144 LBS (12 CASES)	CLEARY's 3336	6 X 2 lbs/Case 12 lbs/Case	Alternate: T-Storm 081843			
				\$ 18.25	\$ 365.00	\$ 16.25	\$ 195.00
<b>ESTIMATED TOTAL OF AWARDED ITEMS --</b>				<b>\$ 14,296.00</b>		<b>\$ 31,553.26</b>	
MINIMUM SHIPMENT:				0		0	
Received Within				7-10 Days		1-2 Days	
CONTACT INFORMATION: Hrs of Oper:				7:30 to 5:30		8 to 5	
Phone #				1-800-321-5325		586-839-8930	
TERMS				Net 30 days		N-60	
WARRANTY				N/A		Per Manufacturer	
EXCEPTIONS				See Labels		Listed in Bid	
						Amount of Gallons, etc.	
ACKNOWLEDGEMENT: Y or N				Yes		Yes	

Opening Date -- 3/07/06  
 Date Prepared - 3/23/06

CITY OF TROY  
 BID TABULATION  
 CHEMICALS - GOLF COURSES

VENDOR NAME:				Great Lakes Turf		Tri-Turf	
ITEM	EST QTY	DESCRIPTION	PKG SIZE	UNIT PRICE	CASE PRICE	UNIT PRICE	CASE PRICE
1.	30 GALS (6 CASES)	CHIPCO 26 GT FLOWABLE or IPRODIONE PRO 2 SE	2 X 2.5 GALS 5 GALS/CASE	Blank	Blank	\$ 89.90	\$ 449.00
2.	100 GALS (20 CASES)	DACONIL WEATHERSTIK or ECHO 720	2 X 2.5 GALS 5 GALS/CASE	\$ 44.00	\$ 220.00	\$ 47.98	\$ 239.90
3.	8 GALS (4 CASES)	BANOL	2 X 1 GAL 2 GALS/CASE	Blank	Blank	\$ 349.00	\$ 698.00
4.	72 pints (6 Cases)	SYNC	12 pints PER CASE	Blank	Blank	\$ 14.25	\$ 171.00
5.	55 GALS (1 DRUM)	PERVADE	55 GALS PER DRUM	\$ 20.863	\$ 1,147.50	Alternate: Dispatch DMS	
6.	48 LBS (2 CASES)	HERITAGE W.G. BULK PACK	4 X 6 LBS 24 LBS/CASE	Blank	Blank	Alternate: Insignia 8x7.2 DMS	
7.	153.6 OZ (6 CASES)	MERIT 75 W.S.P.	4 X 4 X 1.6 OZ. 25.6 OZ./CASE	Blank	Blank	\$ 14.16	\$ 362.50
8.	45 GALS (9 CASES)	ASTRON	2 X 2.5 GALS 5 GALS/CASE	\$ 78.00	\$ 390.00	N/B	N/B
9.	8850 LBS (177 Bags)	Anderson 27-3-11 Extend	50 LB Per BAG	Blank	Blank	N/B	N/B
10.	40 GALS (8 CASES)	Gary's Green 18-3-4+Iron	2 X 2.5 GALS 5 GALS/CASE	Blank	Blank	Alternate: 18-3-6 DMS	
11.	40 GALS (8 CASES)	Sili-Kal B	2 X 2.5 GALS 5 GALS/CASE	Blank	Blank	N/B	N/B
12.	60 GALS (12 CASES)	Ultraplex	2 X 2.5 GALS 5 GALS./CASE	Blank	Blank	Alternate: Micro Mix DMS	
13.	155 GALS (31 CASES)	20-0-4 CARBON POWER	2 X 2.5 GALS 5 GALS/CASE	\$ 18.40	\$ 92.00	N/B	N/B
14.	85 GALS (17 CASES)	CALPHLEX	2 X 2.5 GALS 5 GALS/CASE	\$ 36.00	\$ 180.00	N/B	N/B
15.	60 GALS (12 CASES)	PROTESYN	2 X 2.5 GALS 5 GALS/CASE	\$ 40.00	\$ 200.00	N/B	N/B
16.	240.59 LBS (7 Drums)	Bayleton 50 WSP	34.37 lbs PER DRUM	Blank	Blank	Alternate: Propiconazole 1x2.5gal DMS	

VENDOR NAME:				Great Lakes Turf		Tri-Turf	
ITEM	EST QTY	DESCRIPTION	PKG SIZE	UNIT PRICE	CASE PRICE	UNIT PRICE	CASE PRICE
17.	25,000 LBS (500 BAGS)	K-POWER 13-0-46 120 SGN	50 LBS/BAG	Blank	Blank	N/B	N/B
18.	2,000 LBS (40 BAGS)	WHITE GOLD 0-0-24 REG-GRADE	50 LBS/BAG	\$ 0.612	\$ 30.60	N/B	N/B
19.	17 Tons ( 17 BAGS)	KELLY'S HIGH CALCIUM LIME GREENS GRADE	1 TON PER BAG	Blank	Blank	N/B	N/B
20.	25 GALS (5 CASES)	SUBDUE MAXX	2 x 2.5 Gals 5 Gal / Case	Alternate: Mefenoxam 2		Alternate: Mefanoxam 2	
				\$ 425.00	\$ 850.00	\$ 425.00	\$ 2,125.00
21.	10 GALS (1 PAK)	PRIMO MAXX LINK PAK	1 X 10 GALS 10 GALS/PAK	Blank	Blank	\$ 371.50	\$ 3,715.00
22.	15 GALS (3 CASES)	BANNER MAXX	2 x 2.5 Gals 5 Gals/ Case	Alternate: Propensity 1.3ME		Alternate: Propiconazole	
				\$ 200.00	\$ 1,000.00	\$ 205.00	\$ 1,025.00
23.	110 LBS (5 CASES)	ALLIETTE / SIGNATURE	2 x 11 LBS 22 lbs/ CASE	Blank	Blank	\$ 19.05	\$ 419.10
24.	300 GALS (10 Drums)	PAR-FLOW 4 F	30 Gals PER DRUM	Blank	Blank	\$ 25.50	\$ 765.00
25.	15 GALS (3 CASES)	DIMENSION	2 X 2.5 GALS 5 GALS/CASE	Blank	Blank	\$ 147.00	\$ 735.00
26.	25 GALS (5 CASES)	ALLECTUS	2 x 2.5 GALS 5 GALS/CASE	Blank	Blank	N/B	N/B
27.	15 GALS (3 CASES)	FLORADOX PRO	2 x 2.5 GALS 5 GALS/CASE	\$ 86.00	\$ 430.00	N/B	N/B
28.	360 LBS (24 PAILS)	TRICAL 35SP	15 LB/ PAIL	\$ 3.666	\$ 55.00	N/B	N/B
29.	50 GALS (10 Cases)	LARGO	2 x 2.5 GALS 5 GALS/CASE	\$ 35.00	\$ 175.00	N/B	N/B
30.	1300 LBS (26 BAGS)	ENVY 26-6-26	50 LB PER BAG	\$ 0.80	\$ 40.00	N/B	N/B
31.	20 GALS (4 CASES)	CARBON POWER 3-0-15	2 x 2.5 GALS 5 GALS/CASE	\$ 20.00	\$ 100.00	N/B	N/B
32.	5000 LBS (125 BAGS)	ANDERSON'S 18-9-18 CONTEC DG PRO	40 LB PER BAG	Blank	Blank	Alternate: LEB 18-3-18	
							DMS
33.	407 LBS (37 Cases)	CURALAN EG	4 X 2.75 lb 11 lbs/CASE	Blank	Blank	\$ 22.60	\$ 248.60

Opening Date -- 3/07/06  
 Date Prepared -- 3/23/06

CITY OF TROY  
 BID TABULATION  
 CHEMICALS - GOLF COURSES

VENDOR NAME:				Great Lakes Turf		Tri-Turf	
ITEM	EST QTY	DESCRIPTION		UNIT PRICE	CASE PRICE	UNIT PRICE	CASE PRICE
34.	100 GALS (20 Cases)	PK FIGHT 3-0-28	2 X 2.5 Gals 5 Gal/Case	\$ 40.80	\$ 204.00	N/B	N/B
35.	3000 LBS (60 BAGS)	WHITE GOLD GREENS GRADE 0-0-24	2 X 2.5 Gals 5 Gal/Case	\$ 0.731	\$ 36.55	N/B	N/B
36.	15 GALS (3 CASES)	RETAIN	2 X 2.5 Gals 5 Gal/Case	\$ 62.00	\$ 310.00	Alternate: Primer Select \$ 69.80 \$ 349.00	
37.	144 LBS (12 CASES)	CLEARY's 3336	6 X 2 lbs/Case 12 lbs/Case	Alternate: Tee-Off 2x2.5gal \$138.00/gal \$ 690.00		Alternate: T-Methyl 50 \$ 16.25 \$ 195.00	
<b>ESTIMATED TOTAL OF AWARDED ITEMS --</b>				<b>\$ 27,196.23</b>		<b>\$ 5,540.98</b>	
MINIMUM SHIPMENT:			1 ton, 1 Drum, 1 Case		No Minimum		
Received Within			1-3 Days		1-2 Days		
CONTACT INFORMATION: Hrs of Oper:			7 to 4:30		8 to 4:30		
Phone #			616-292-0259		248-640-4439		
TERMS			Net 30		2% 10 Net 30		
WARRANTY			Per Manufacturer Specs		Per Manufacturers		
EXCEPTIONS			Listed in Bid Items 20, 22,& 37		Attached to Bid		
ACKNOWLEDGEMENT: Y or N			Yes		Yes		

ATTEST:  
Danny McDonald  
Jim Vandenberghe  
Cheryl Stewart  
Linda Bockstanz

\_\_\_\_\_  
 Jeanette Bennett  
 Purchasing Director



## Downloading History for ITB-COT 06-06 Chemicals

The report below shows all fax and e-mail vendors that matched this document when it was originally issued. It also shows all vendors that have downloaded or ordered the document and any subsequent amendments as of 3/27/2006.

<b>Document Title:</b>	Seasonal Requirements of Chemicals
<b>Date Issued:</b>	2/15/2006
<b>Close Date:</b>	3/7/2006

Click on the table headings for "Account Number" or "Company name" to re-sort this report by that column. You may also click on any vendor account number to view their account information.

Acct #	Company Name	Service	Date Obtained Document	Date Obtained Amendments
21875	A&D Turf Care LLC	E-mail	2/15/2006	
21345	AATLAS, Inc.	E-mail		
12367	Acuity Specialty Products	E-mail		
15947	ADAPCO, INC.	E-mail	2/15/2006	
23259	AJ Chemical Lubricants and Equipme	E-mail		
14952	All State Tree & Lawn, Inc.	E-mail		
23584	Arait Engineering Group, LLC	Free	2/27/2006	
17978	Attard Electrical Contracting	E-mail		
11493	Audio Visual Equipment & Supplies, Inc.	E-mail		
13700	Austin Sales Group, Inc.	Free	2/18/2006	
10927	B & L Landscaping	E-mail		
22090	Beaver Enterprises & Supply, Inc.	E-mail	3/3/2006	
12695	BOILERS, CONTROLS & EQUIPMENT, INC.	E-mail	3/6/2006	
23382	Bonded Chemicals, Inc	E-mail		
15144	Carso, Incorporated	E-mail	2/23/2006	
15768	Clark Products	Free	2/27/2006	
20758	Clark's Pest Control	E-mail	2/22/2006	
15755	COMMERCIAL MOWING SERVICES, INC.	E-mail	2/15/2006	

Acct #	Company Name	Service	Date Obtained Document	Date Obtained Amendments
17268	Consolidated Industries Inc.	E-mail		
17108	Cygnnet Enterprises, Inc.	Free	3/3/2006	
11938	Downriver Refrigeration Supply Co.	E-mail	3/1/2006	
22658	E&R INDUSTRIAL SALES INC.	E-mail	2/15/2006	
10115	Ecolab Inc.	Free	2/23/2006	
22576	Engineered Sound	Free	2/20/2006	
13051	Flint-Genesee Economic Growth Alliance	Free	2/23/2006	
11210	Flor-Dri Supply Co., Inc.	E-mail	2/15/2006	
11861	Grainger Industrial Supply	E-mail	3/1/2006	
11817	Great Lakes Truck & Trailer Inc	Free	2/24/2006	
15570	Great Lakes Turf, LLC	E-mail	3/16/2006	
13972	Hercules & Hercules Inc.	E-mail	2/24/2006	
14226	Hersch's Wholesale	E-mail		
11766	HES STALLINGS-JULIEN SALES & SERVICE	E-mail		
21018	Hone Engineering	E-mail	2/15/2006	
14309	HP Products	Free	3/2/2006	
15797	J MOLLEMA & SON INC	E-mail	2/21/2006	
14945	John Deere Landscapes	E-mail	2/22/2006	
20399	K & K Maintenance Supply Inc.	Free	2/27/2006	
10907	Kemiron Companies, Inc.	E-mail	2/15/2006	
18515	Lansing Sanitary Supply	E-mail		
10767	Lesco Inc.	E-mail	2/15/2006	
12426	Luttrell International	E-mail		
14496	Michigan Police Equipment Co.	E-mail	2/27/2006	
11639	Mike's Tree Surgeons, Inc.	E-mail		
23463	Minority Industrial Products	Free	2/27/2006	
13429	Multi-Source	E-mail		
11936	Northside True Value Hardware	Fax		
15680	nutri-turf lawn and tree service	Fax		
10061	Parks Landscaping & Snow Service	E-mail		
23495	Piute Contractors	Free	3/4/2006	
16049	Pro Source One	Fax	2/26/2006	
20777	Professional Pool Techs, LLC	Free	2/20/2006	
23252	PVS Chemical Solutions, Inc.	Free	2/27/2006	
14286	PVS Nolwood Chemicals	E-mail	2/15/2006	
10116	Rasch's Landscape Express, LLC	E-mail		
11001	Sheldon Supply Company	E-mail		
21750	SodRox Chemicals	E-mail	2/15/2006	
23311	Soelch Properties LLC	E-mail	2/22/2006	
14695	South Huron Industrial Inc	E-mail	3/6/2006	

Acct #	Company Name	Service	Date Obtained Document	Date Obtained Amendments
22881	Specialty Coatings Inc	Free	2/22/2006	
15371	Strike Group L.L.C.	E-mail	2/16/2006	
10113	Sullivan Corporation	E-mail	2/23/2006	
14175	Sun Valley Foods Company	E-mail	2/16/2006	
17956	Superior Surface Solutions, Inc.	E-mail		
12535	The Stansley Group	E-mail		
16677	Thomas Scientific	E-mail	2/16/2006	
19890	TRI-TURF	E-mail	3/6/2006	
20309	Turfgrass Inc.	E-mail	3/15/2006	
13019	Turfgrass Systems, LLC	E-mail	3/13/2006	
10703	Turfgrass, Inc.	E-mail	2/27/2006	
15735	UAP	E-mail	2/15/2006	
10285	United Lawnscape, Inc.	E-mail	2/15/2006	
20272	Univar USA	E-mail	2/20/2006	
13921	WALKER LANDSCAPING, INC.	E-mail		
14707	Water Services, Inc.	Free	2/27/2006	
14785	Weingartz	E-mail	2/16/2006	



**TO:** John Lamerato, Acting City Manager  
**FROM:** Brian Murphy, Assistant City Manager/Services  
 Doug Smith, Real Estate and Development Director  
 Carol Anderson, Parks and Recreation Director  
**DATE:** March 23, 2006  
**SUBJECT:** AGENDA ITEM – Park and Ride Agreement with Royal Transportation and City of Troy

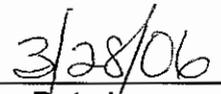
On October 18, 2004, City Council approved an Agreement between Royal Transportation Company ("Royal") and the City of Troy for a park and ride lot located in the far west portion of the Community Center parking lot. Royal and General Motors ("GM") have an existing contract wherein Royal transports GM employees and GM tenants from park and ride locations to various GM building sites. The Agreement with Troy is limited to GM employees and GM tenants of the Renaissance Center who board in Troy and are transported to the Renaissance Center. Thirty-one of the thirty-five regular customers reside in Troy. This Agreement was for a limited duration, due to the anticipated receipt of the civic center task force committee reports, implementation schedules, and recommendations.

Attached is a new proposed Agreement which provides for a three (3) year term. Either party may terminate the Agreement without cause upon ninety (90) days written notice. Additionally, Royal has agreed to pay the City of Troy \$1,000 annually for parking lot maintenance and snow removal.

City Administration recommends the approval of the Agreement conditioned on presentation by Royal of a Certificate of Insurance acceptable to the City. Furthermore, the resolution should authorize the Mayor and City Clerk to execute the Agreement.

Reviewed as to Form and Legality:

  
 Lori Grigg Blahm, City Attorney

  
 Dated

**PARK AND RIDE AGREEMENT  
BETWEEN ROYAL TRANSPORTATION AND THE CITY OF TROY**

This Agreement is entered into between Royal Transportation Company, a Michigan Corporation , 401 St. Jean Street, Detroit, Michigan 48214, hereinafter referred to as "Royal" and the City of Troy, a Michigan Municipal Corporation, 500 W. Big Beaver Road, Troy, Michigan 48084, hereinafter referred to as "City", for the purpose of allowing Royal to use certain premises of the City as a Park and Ride lot. Royal and City agree to the following terms and conditions:

**1. User Restrictions:** Royal and River Front Holdings Inc., a Michigan Corporation, have a service contract, which provides that Royal will transport by bus employees and contract employees of GM and GM's tenants who work in the Renaissance Center, Detroit, Michigan. Such transportation will be from the Troy Community Center to the Renaissance Center only. This Agreement shall become null and void if Royal transports any users other than those provided for as set out in this Paragraph and only in accordance with the route described herein. Reference in this Agreement to "Royal's customers" shall mean only those individuals described in this Paragraph.

**2. Location and Hours:** The City shall allow Royal to use up to 40 automobile parking spaces located in the north parking lot of the of the Troy Community Center, 3179 Livernois, Troy, Michigan 48084 at the extreme east end as designated on Exhibit A attached hereto and made a part hereof. Royal shall

only use the designated parking area between the hours of 6:00 a.m. and 7:00 p.m. only. Royal agrees that the City is under no obligation to make any additional repairs or modifications to the parking lot, other than those expressly provided for in this Agreement.

3. Payment: For the period ending December 31, 2006, Royal shall pay to the City \$ 500.00 within thirty (30) days of the execution of this Agreement and \$500.00 no later than June 30, 2006. Thereafter, Royal shall pay yearly to the City \$1,000 by January 31, 2007 and January 31, 2008. After December 31, 2008, if this Agreement is continued under a new term or annually as set out in Paragraph 9, the parties shall negotiate a new fee for each subsequent term, which will be based on a usage charge for the parking spaces and a recovery of snow removal and other maintenance charges. The City will notify Royal of the new fee in writing to the last known address for Royal. Royal shall have until January 31<sup>st</sup> of each year to pay the new fee amount for each year the Agreement is in effect.

4. Signage: If desired, Royal shall be entitled to pay for signage to reserve the area for parking for customers of Royal. The signage may indicate that all other persons parking in the designated area may have their vehicles towed. The signage may also identify the allowable hours for parking of Royal customers. Although Royal will be responsible for paying for any such requested signs, the City shall have the sole discretion to determine both the nature and also the

number of necessary signs, and only signage approved of by the City of Troy shall be allowed.

5. Violations of Space and Time limits: If Royal or its customers and/or agents violated the terms of this Agreement, the City can pursue all available remedies to correct the breach, including but not limited to the right of the City to hire a private company to tow any vehicle in violation of the terms of this Agreement. Royal agrees to pay any and all costs for the towing of vehicles in violation of the terms of this Agreement, and also agrees to indemnify and hold the City harmless from any claims by the owners of vehicles towed under this section, as provided in Paragraph 6 of this Agreement. The City may also choose to terminate this Agreement if Royal violates the terms, and if this option is selected, the City can retain any monies paid under the terms of the Agreement, even though Royal would not be able to continue to utilize the designated parking area.

6. Entry by City onto the Premises: Royal acknowledges that the City and its agents may need to access the designated parking area reserved for customers of Royal. This access is necessary for maintenance purposes, snow removal, police protection, towing of vehicles, inspection, and other purposes related to the health, safety and welfare. The City may also need to temporarily close this designated parking area for City Special Events or repair or maintenance. Royal

consents to these terms of Agreement for the designated parking area, and agrees that there will be no pro-ration of fees in the event of a temporary closure.

7. Indemnification and Hold Harmless: To the fullest extent permitted by law, Royal agrees to defend, pay on behalf of, indemnify and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, 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 Agreement.

8. Insurance: Within five (5) days from the execution of this Agreement, Royal shall provide a Certificate(s) of Insurance acceptable to the City demonstrating that general liability coverage is available for any and all claims for personal injury or property damage which are or might be caused by the use of the Community Center parking lot as a park and ride by Royal or its customers. Royal agrees to keep said insurance coverage in effect for the term of this Agreement or any renewals thereof. Royal shall submit to the City of Troy Risk Management Department prior to the expiration of any insurance coverage the new Certificate(s) of Insurance acceptable to the City. Any Certificate(s) of

Insurance shall name the City of Troy as an additional insured and contain the following cancellation notice:

“Should any of the above described policies be cancelled or materially changed before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named to the left.”

Additionally, the City may request a copy of said insurance certificate at any time during this Agreement. Failure to produce a certificate of insurance within fifteen (15) days of a request by the City, shall allow the City to terminate the Agreement with thirty (30) days written notice. A lapse in the insurance coverage required under this Agreement shall be considered a breach of this Agreement and this Agreement shall become null and void automatically at any time such a lapse in coverage exists.

9. Term: The term of this Agreement shall be in effect from the date of execution to December 31, 2008. Thereafter, the Agreement will renew annually on January 1<sup>st</sup> of each year after the cost of the new fee has been determined as set out in Paragraph 3. This Agreement is subject to cancellation by either party without cause, as long as written notice is sent at least 30 days prior to the termination, and said written notice is sent by first class mail to the last known address of the other party. In the event that Royal cancels the Agreement, the City shall be entitled to retain the entire amount of the annual fee, without pro-ration.

City of Troy, a Michigan Municipal  
Corporation

Witnesses:

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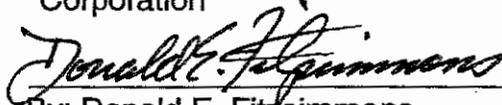
Louise E. Schilling, Mayor

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Tonni Bartholemew, City Clerk

Royal Transportation Company, a Michigan  
Corporation



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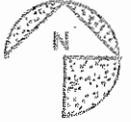
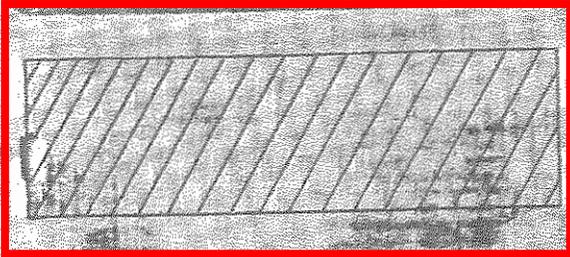
By: Donald E. Fitzsimmons

Title: President

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TOWN CENTER



no scale

Exhibit A

CITY OF TROY  
INDEMNIFICATION (Hold Harmless) CLAUSE  
Park and Ride Agreement

To the fullest extent permitted by law, Royal Transportation Company, a Michigan Corporation, 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.

Donald E. Fournier 3/22/06  
Contractor/Vendor representative signature/date

\_\_\_\_\_  
City of Troy representative signature/date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

March 28, 2006

TO: John M. Lamerato, Acting City Manager

FROM: Brian P. Murphy, Assistant City Manager/Services  
Douglas J. Smith, Real Estate Development Director

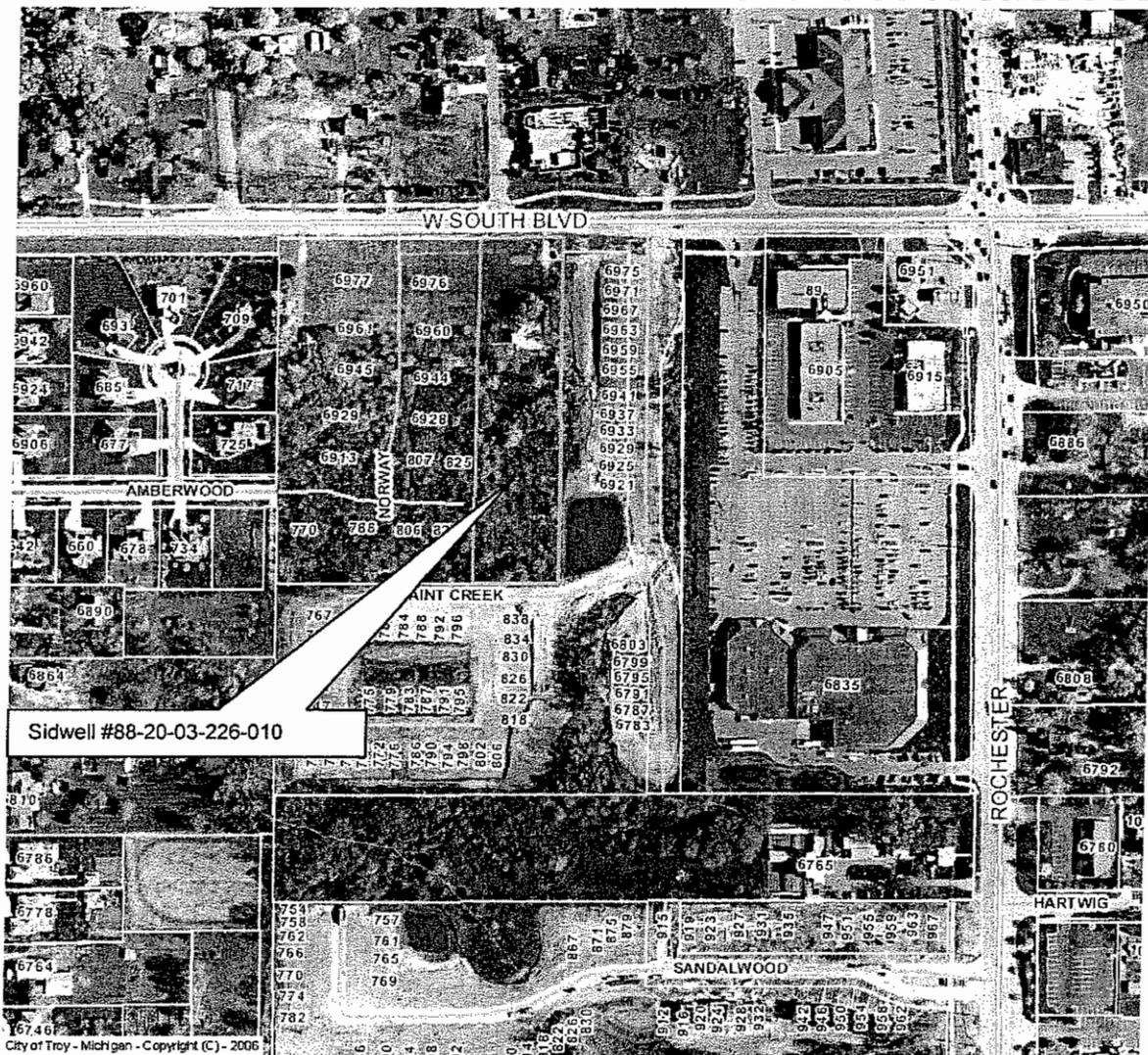
SUBJECT: AGENDA ITEM – Request for Acceptance of Five Easements and Warranty Deed from Amberwood Condominiums of Troy, Inc. – Sidwell #88-20-03-226-010

In connection with the Amberwood Condominium development, located on the south side of South Blvd., west of Rochester Road, Section 3, the Real Estate and Development Department has acquired five easements and one warranty deed for right-of-way from the property owner Amberwood Condominiums of Troy, Inc. The consideration on each document is \$1.00:

SIDWELL #	OWNER NAME	TYPE OF DOCUMENT
88-20-03-226-010	Amberwood Condominiums of Troy, Inc.	Warranty Deed – road right-of-way
88-20-03-226-010	Amberwood Condominiums of Troy, Inc.	Easement - ingress/egress
88-20-03-226-010	Amberwood Condominiums of Troy, Inc.	Easement - non-access greenbelt
88-20-03-226-010	Amberwood Condominiums of Troy, Inc.	Easement - sidewalk
88-20-03-226-010	Amberwood Condominiums of Troy, Inc.	Easement - sanitary sewer
88-20-03-226-010	Amberwood Condominiums of Troy, Inc.	Easement - watermain

Management recommends that City Council accept the attached documents.

AMBERWOOD CONDOMINIUMS OF TROY  
SIDWELL # 88-20-03-226-010



WARRANTY DEED

Sidwell # 88-20-03-226-010 (pt of)  
Resolution #

The Grantor(s) AMBERWOOD CONDOMINIUMS OF TROY, a Michigan Corporation, whose address is: 6924 Cottonwood Knoll, West Bloomfield, MI 48322 convey(s) and warrant(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:

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

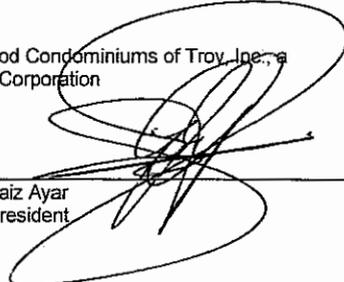
For the sum of One Dollar and no/100 (\$1.00)

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

Dated this 31st day of January, 2006.

Amberwood Condominiums of Troy, Inc., a  
Michigan Corporation

By \_\_\_\_\_  
Its: Faiz Ayar  
President



STATE OF MICHIGAN )  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 31 day of Jan, 2006, by Faiz Ayar, President of Amberwood Condominiums of Troy, a Michigan Corporation, on behalf of the corporation.

KATHY STOUGH  
NOTARY PUBLIC OAKLAND CO., MI  
MY COMMISSION EXPIRES Oct 3, 2007

\_\_\_\_\_  
Notary Public, Oakland County, MI  
My commission expires: 10-3-07  
Acting in \_\_\_\_\_

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

Tax Parcel #88-20-03-226-010      Recording Fee \_\_\_\_\_      Transfer Tax \_\_\_\_\_

\*TYPE OR PRINT NAMES UNDER SIGNATURES

# EXHIBIT "A"

## LEGAL DESCRIPTION: TOTAL PARCEL

PART OF THE NORTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 3, TOWN 2 NORTH, RANGE 11 EAST, TROY TOWNSHIP, (NOW CITY OF TROY) OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT DISTANT SOUTH 33 FEET AND N.89°29'00"W, 807.22 FEET FROM THE NORTHEAST SECTION CORNER; THENCE S.00°01'00"E, 642.78 FEET; THENCE N.89°32'00"W, 159.38 FEET; THENCE N.00°27'30"E, 643.00 FEET RECORD AND (642.89 FEET MEASURED); THENCE S.89°29'00"E, 154.48 FEET RECORD AND (154.05 FEET MEASURED) TO THE POINT OF BEGINNING, CONTAINING 2.31 ACRES OF LAND MORE OR LESS AND SUBJECT TO ALL EASEMENTS AND MATTERS OF RECORD.

## LEGAL DESCRIPTION: SOUTH BLVD RIGHT OF WAY

THE CENTERLINE OF A 25.00 FOOT WIDE WATER MAIN EASEMENT DESCRIBED AS FOLLOWS: PART OF THE NORTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 3, TOWN 2 NORTH, RANGE 11 EAST, TROY TOWNSHIP, (NOW CITY OF TROY) OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT DISTANT SOUTH 33 FEET AND N.89°29'00"W, 807.22 FEET AND S.00°01'00"E, 642.78 FEET AND N.89°32'00"W, 12.50 FEET FROM THE NORTHEAST SECTION CORNER TO THE POINT OF BEGINNING; THENCE N.00°01'00"W, 75.71 FEET; THENCE N.89°45'19"W, 28.00 FEET; THENCE N.00°01'34"W, 78.52 FEET TO POINT A; THENCE N.00°01'34"W, 407.79 FEET; RETURN TO POINT "A"; THENCE N.89°45'19"W, 77.17 FEET; THENCE N.44°32'30"W, 16.97 FEET; THENCE N.89°45'19"W, 28.42 FEET TO A POINT OF END.

DRAFTED BY: D.K.	HOUSE #: _____	CITY: TROY	CUSTOMER:
CHECKED BY: NDK	STREET: SOUTH BLVD	COUNTY: OAKLAND	FRANK AYAR

# EXHIBIT "A"

## LEGAL DESCRIPTION

PART OF THE NORTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 3, TOWN 2 NORTH, RANGE 11 EAST, TROY TOWNSHIP, (NOW CITY OF TROY) OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT DISTANT SOUTH 33 FEET AND N.89°29'00"W, 807.22 FEET FROM THE NORTHEAST SECTION CORNER; THENCE S.00°01'00"E, 642.78 FEET; THENCE N.89°32'00"W, 159.38 FEET; THENCE N.00°27'30"E, 643.00 FEET RECORD AND (642.89 FEET MEASURED); THENCE S.89°29'00"E, 154.48 FEET RECORD AND (154.05 FEET MEASURED) TO THE POINT OF BEGINNING, CONTAINING 2.31 ACRES OF LAND MORE OR LESS AND SUBJECT TO ALL EASEMENTS AND MATTERS OF RECORD.

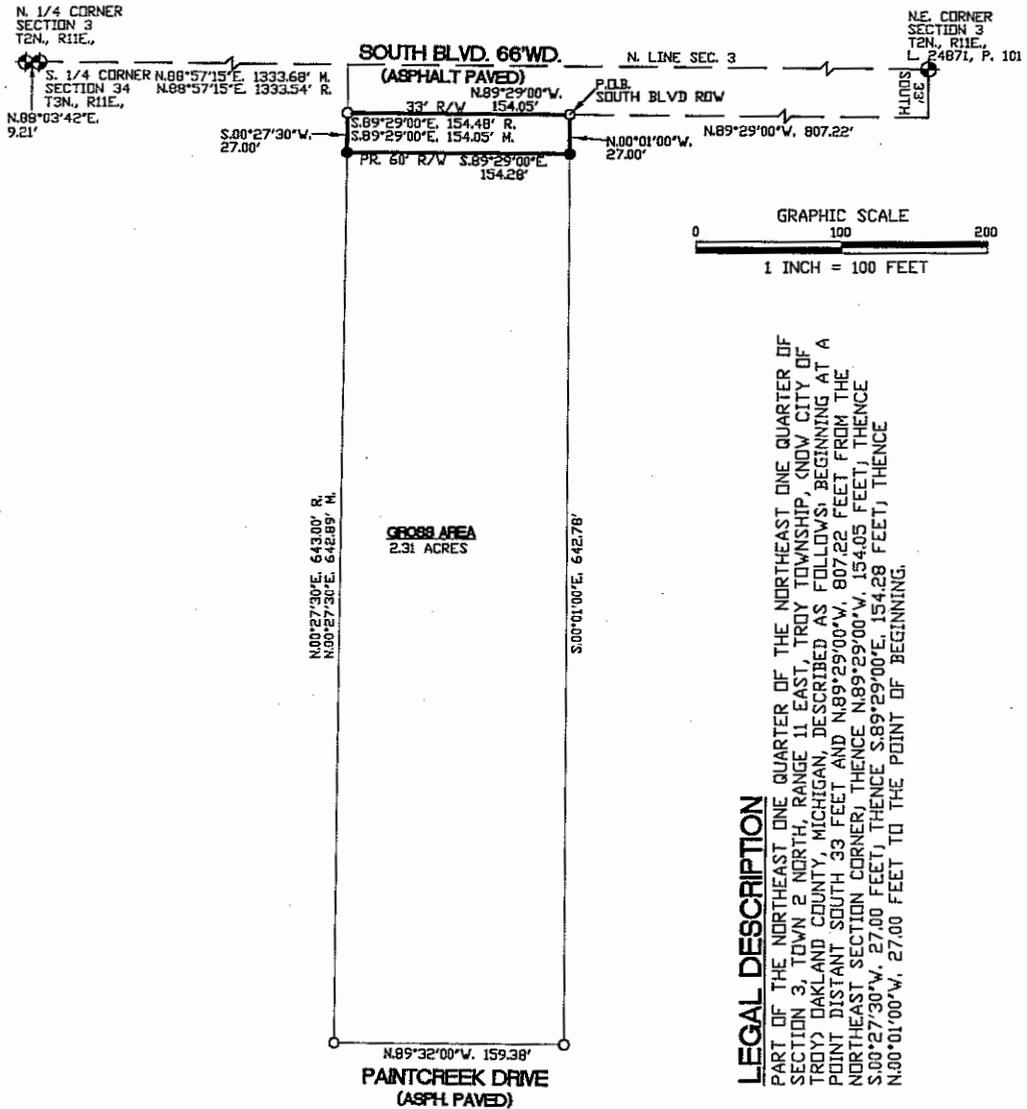
SURVEY NUMBER  
**04051**

PREL: \_\_\_\_\_  
FINAL: 10-13-05  
SCALE: 1" = 100'

SHEET 1 OF 1



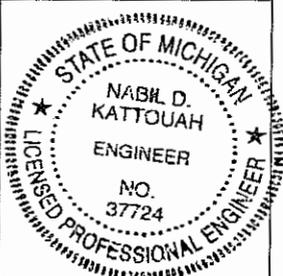
## SOUTH BLVD RIGHT OF WAY



LAND ENGINEERING  
SERVICES, INC.  
2201 12 MILE ROAD  
WARREN, MI 48092  
PHONE (586)582-9800  
FAX (586)582-9866

Certified by  
*Nabil D. Kattouah*  
NABIL D. KATTOUAH P.E. #37724

ORIGINAL: 10-13-05  
REVISED: 11-8-05 PER CITY ENGINEER



PERMANENT EASEMENT

Sidwell #88-20-03-226-010 (part of)  
Resolution #

AMBERWOOD CONDOMINIUMS OF TROY, INC, a Michigan Corporation, Grantor(s), whose address is 6924 Cottonwood Knoll, West Bloomfield, MI 48322 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, grants to the Grantee the right to traverse or use for emergency ingress/egress for police/fire protection of the real property, 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 HEREOF

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

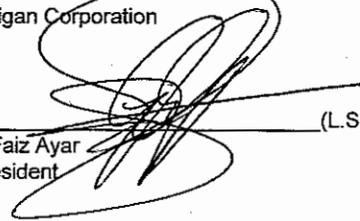
The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

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 31st day of JANUARY A.D. 2006.

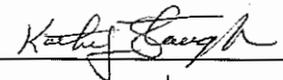
In presence of:  
WITNESS (not required)

AMBERWOOD CONDOMINIUMS OF TROY, INC.  
a Michigan Corporation

By  (L.S.)  
\*Faiz Ayar  
Its: President

STATE OF MICHIGAN )  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 31 day of Jan, 2006, by Faiz Ayar, President of AMBERWOOD CONDOMINIUMS OF TROY, INC., a Michigan Corporation on behalf of the Corporation.

  
\*  
Notary Public, OAKLAND County, Michigan  
My Commission Expires 10-3-07  
Acting in the County of \_\_\_\_\_, Michigan

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

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

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

# EXHIBIT "A"

## LEGAL DESCRIPTION: TOTAL PARCEL

PART OF THE NORTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 3, TOWN 2 NORTH, RANGE 11 EAST, TROY TOWNSHIP, (NOW CITY OF TROY) OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT DISTANT SOUTH 33 FEET AND N.89°29'00"W. 807.22 FEET FROM THE NORTHEAST SECTION CORNER; THENCE S.00°01'00"E. 642.78 FEET; THENCE N.89°32'00"W. 159.38 FEET; THENCE N.00°27'30"E. 643.00 FEET RECORD AND (642.89 FEET MEASURED); THENCE S.89°29'00"E. 154.48 FEET RECORD AND (154.05 FEET MEASURED) TO THE POINT OF BEGINNING. CONTAINING 2.31 ACRES OF LAND MORE OR LESS AND SUBJECT TO ALL EASEMENTS AND MATTERS OF RECORD.

## LEGAL DESCRIPTION: EMERGENCY ACCESS EASEMENT

PART OF THE NORTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 3, TOWN 2 NORTH, RANGE 11 EAST, TROY TOWNSHIP, (NOW CITY OF TROY) OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT DISTANT SOUTH 33 FEET AND N.89°29'00"W. 807.22 FEET FROM THE NORTHEAST SECTION CORNER; THENCE S.00°01'00"E. 561.77 FEET; THENCE S.89°59'00"W. 40.00 FEET; THENCE N.00°01'00"W. 34.25 FEET; THENCE S.89°59'00"W. 47.68 FEET; THENCE N.00°01'00"W. 40.00 FEET; THENCE N.89°59'00"E. 47.68 FEET; THENCE N.00°01'00"W. 487.89 FEET; THENCE S.89°29'00"E. 40.00 FEET TO THE POINT OF BEGINNING.

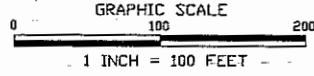
## LEGAL DESCRIPTION: EMERGENCY ACCESS EASEMENT

PART OF THE NORTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 3, TOWN 2 NORTH, RANGE 11 EAST, TROY TOWNSHIP, (NOW CITY OF TROY) OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT DISTANT SOUTH 33 FEET AND N.89°29'00"W. 961.27 FEET AND THENCE S.00°01'00"E. 494.25 FEET FROM THE NORTHEAST SECTION CORNER; THENCE S.77°07'50"E. 72.28 FEET; THENCE S.00°01'00"E. 12.31 FEET; THENCE N.77°07'50"W. 72.39 FEET; THENCE N.00°27'30"E. 12.29 FEET TO THE POINT OF BEGINNING.

DRAFTED BY: D.K.	HOUSE #:	CITY: TROY	CUSTOMER:
CHECKED BY: NDK	STREET: SOUTH BLVD	COUNTY: OAKLAND	FRANK AYAR

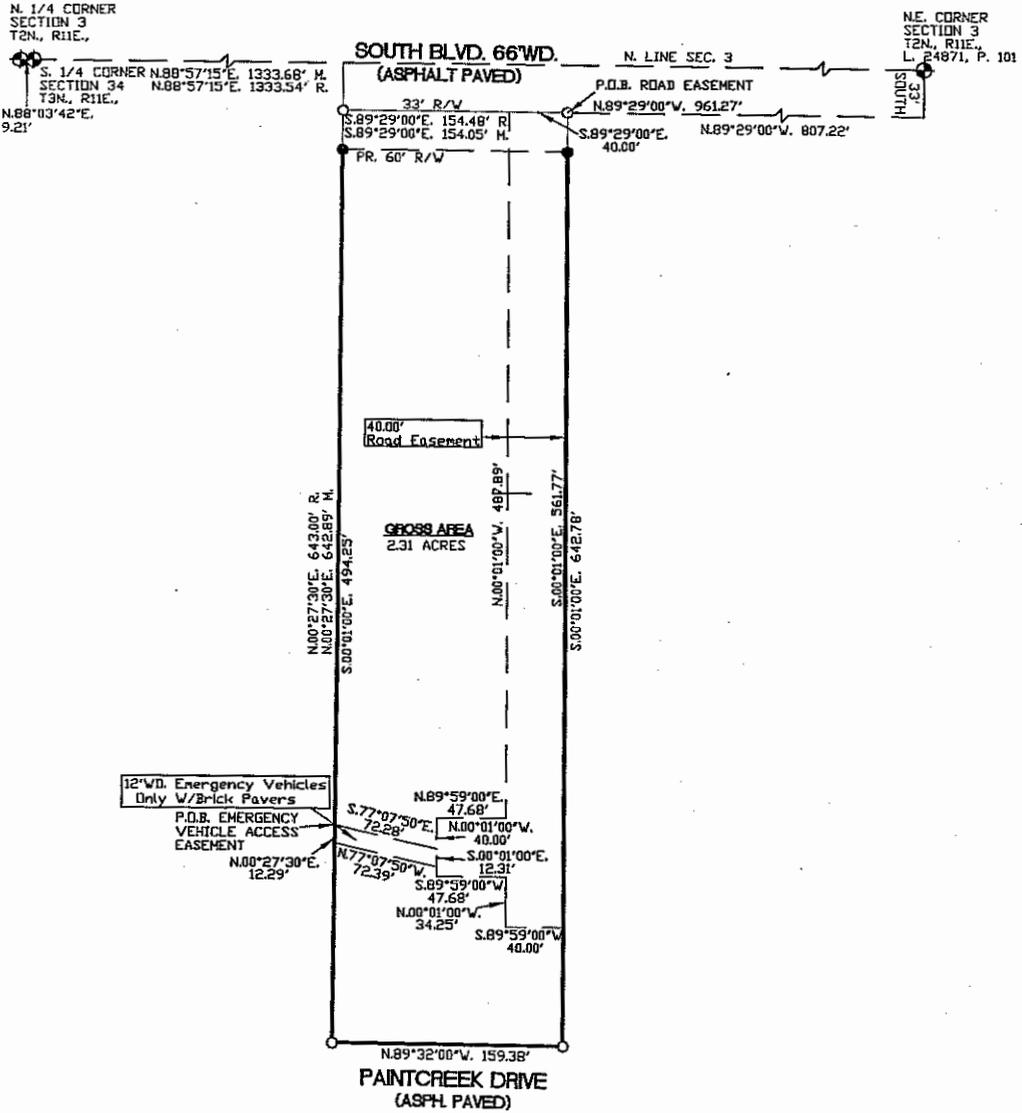
# EXHIBIT "A"

ROAD RIGHT OF WAY



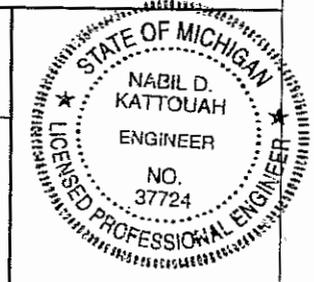
SURVEY NUMBER  
**04051**  
PREL.  
FINAL: 9-6-05  
SCALE: 1" = 100'

SHEET 1 OF 2



LAND ENGINEERING SERVICES, INC.  
2201 12 MILE ROAD  
WARREN, MI 48092  
PHONE (586)582-9800  
FAX (586)582-9866

Certified by  
*N. Kattouah*  
NABIL D. KATTOUAH P.E. #37724  
ORIGINAL: 9-6-05  
REVISED:



PERMANENT EASEMENT

Sidwell #88-20-03-226-010 (part of)  
Resolution #

AMBERWOOD CONDOMINIUMS OF TROY, INC, a Michigan Corporation, Grantor(s), whose address is 6924 Cottonwood Knoll, West Bloomfield, MI 48322 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, grants to the Grantee the right to construct, operate, maintain, repair and/or replace non-access greenbelt, 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 HEREOF

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

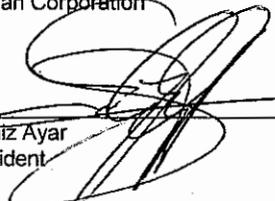
The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

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 3kt signature(s) this 31st day of JANUARY A.D. 2006.

In presence of:  
WITNESS (not required)

AMBERWOOD CONDOMINIUMS OF TROY, INC.  
a Michigan Corporation

By  (L.S.)  
\*Faiz Ayar  
Its: President

STATE OF MICHIGAN )  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 31 day of Jan, 2006, by Faiz Ayar, President of AMBERWOOD CONDOMINIUMS OF TROY, INC., a Michigan Corporation on behalf of the Corporation.

KATHY STOUGH  
NOTARY PUBLIC OAKLAND CO., MI  
MY COMMISSION EXPIRES Oct 3, 2007

  
Notary Public, Oakland County, Michigan  
My Commission Expires 10-3-07.  
Acting in the County of \_\_\_\_\_, Michigan

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

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

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

# EXHIBIT "A"

## LEGAL DESCRIPTION: NON-ACCESS GREENBELT EASEMENT

PART OF THE NORTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 3, TOWN 2 NORTH, RANGE 11 EAST, TROY TOWNSHIP, (NOW CITY OF TROY) OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT DISTANT SOUTH 33 FEET AND N.89°29'00"W. 847.22 FEET AND S.00°01'00"E 27.00 FEET FROM THE NORTHEAST SECTION CORNER; THENCE S.00°01'00"E. 15.00 FEET; THENCE N.89°29'00"W. 114.41 FEET; THENCE N.00°27'30"E. 15.00 FEET; THENCE S.89°29'00"E. 114.27 FEET TO THE POINT OF BEGINNING.

DRAFTED BY: D.K.	HOUSE #:	CITY: TROY	CUSTOMER:
CHECKED BY: NDK	STREET: SOUTH BLVD	COUNTY: OAKLAND	FRANK AYAR

# EXHIBIT "A"

## LEGAL DESCRIPTION: TOTAL PARCEL

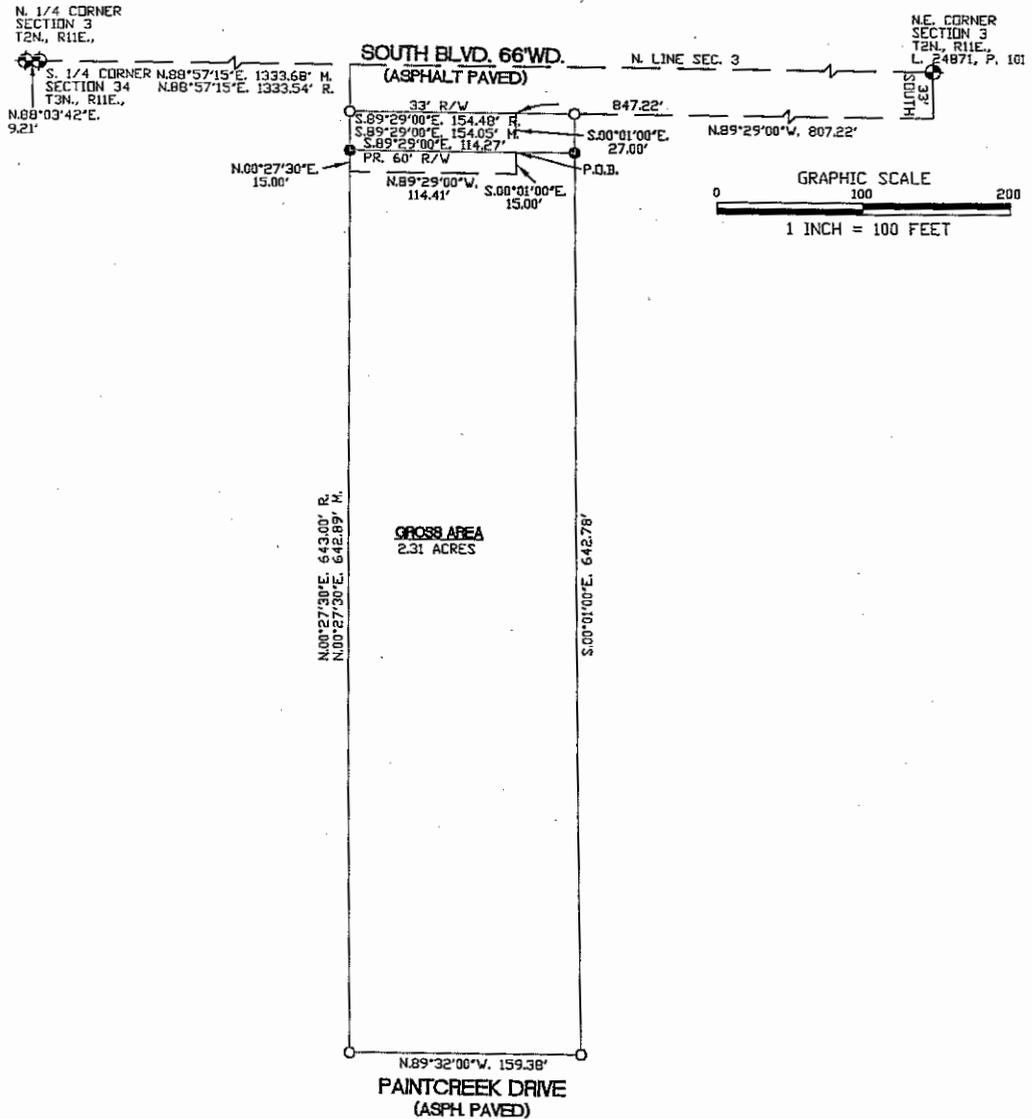
PART OF THE NORTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 3, TOWN 2 NORTH, RANGE 11 EAST, TROY TOWNSHIP, (NOW CITY OF TROY) OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT DISTANT SOUTH 33 FEET AND N.89°29'00"W. 807.22 FEET FROM THE NORTHEAST SECTION CORNER; THENCE S.00°01'00"E. 642.78 FEET; THENCE N.89°32'00"W. 159.38 FEET; THENCE N.00°27'30"E. 643.00 FEET RECORD AND (642.89 FEET MEASURED); THENCE S.89°29'00"E. 154.48 FEET RECORD AND (154.05 FEET MEASURED) TO THE POINT OF BEGINNING. CONTAINING 2.31 ACRES OF LAND MORE OR LESS AND SUBJECT TO ALL EASEMENTS AND MATTERS OF RECORD.

SURVEY NUMBER
04051
PREL:
FINAL: 1-3-06
SCALE: 1" = 100'

SHEET 1 OF 1



## NON ACCESS GREENBELT EASEMENT



LAND ENGINEERING SERVICES, INC.  
 2201 12 MILE ROAD  
 WARREN, MI 48092  
 PHONE (586)582-9800  
 FAX (586)582-9866

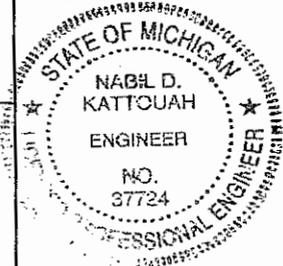
Certified by

*Nabil D. Kattouah*

NABIL D. KATTOUAH P.E. #37724

ORIGINAL: 1-3-06

REVISED:



PERMANENT EASEMENT

Sidwell #88-20-03-226-010 (part of)  
Resolution #

AMBERWOOD CONDOMINIUMS OF TROY, INC, a Michigan Corporation, Grantor(s), whose address is 6924 Cottonwood Knoll, West Bloomfield, MI 48322 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, grants to the Grantee the right to construct, operate, maintain, repair and/or replace sidewalk, 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 HEREOF

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

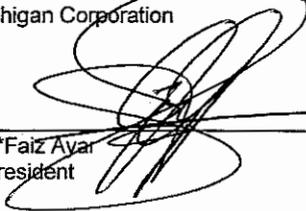
The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

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 31st day of JANUARY A.D. 2006.

In presence of:  
WITNESS (not required)

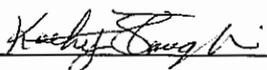
AMBERWOOD CONDOMINIUMS OF TROY, INC.  
a Michigan Corporation

By  (L.S.)  
\*Faiz Ayar  
Its: President

STATE OF MICHIGAN )  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 31 day of oakland, 2006, by Faiz Ayar, President of AMBERWOOD CONDOMINIUMS OF TROY, INC., a Michigan Corporation on behalf of the Corporation.

KATHY STOUGH  
NOTARY PUBLIC OAKLAND CO., MI  
MY COMMISSION EXPIRES Oct 2, 2007

  
Notary Public, Oakland County, Michigan

My Commission Expires 10-3-07.  
Acting in the County of \_\_\_\_\_, Michigan

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

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

# EXHIBIT "A"

## LEGAL DESCRIPTION: TOTAL PARCEL

PART OF THE NORTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 3, TOWN 2 NORTH, RANGE 11 EAST, TROY TOWNSHIP, (NOW CITY OF TROY) OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT DISTANT SOUTH 33 FEET AND N.89°29'00"W. 807.22 FEET FROM THE NORTHEAST SECTION CORNER; THENCE S.00°01'00"E. 642.78 FEET; THENCE N.89°32'00"W. 159.38 FEET; THENCE N.00°27'30"E. 643.00 FEET RECORD AND (642.89 FEET MEASURED); THENCE S.89°29'00"E. 154.48 FEET RECORD AND (154.05 FEET MEASURED) TO THE POINT OF BEGINNING. CONTAINING 2.31 ACRES OF LAND MORE OR LESS AND SUBJECT TO ALL EASEMENTS AND MATTERS OF RECORD.

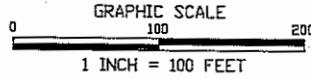
## LEGAL DESCRIPTION: SIDEWALK

THE CENTERLINE OF A 25.00 FOOT WIDE WATER MAIN EASEMENT DESCRIBED AS FOLLOWS: PART OF THE NORTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 3, TOWN 2 NORTH, RANGE 11 EAST, TROY TOWNSHIP, (NOW CITY OF TROY) OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT DISTANT SOUTH 33 FEET AND N.89°29'00"W. 807.22 FEET AND S.00°01'00"E. 642.78 FEET AND N.89°32'00"W. 12.50 FEET FROM THE NORTHEAST SECTION CORNER TO THE POINT OF BEGINNING; THENCE N.00°01'00"W. 75.71 FEET; THENCE N.89°45'19"W. 28.00 FEET; THENCE N.00°01'34"W. 78.52 FEET TO POINT A; THENCE N.00°01'34"W. 407.79 FEET; RETURN TO POINT \*A\*; THENCE N.89°45'19"W. 77.17 FEET; THENCE N.44°32'30"W. 16.97 FEET; THENCE N.89°45'19"W. 28.42 FEET TO A POINT OF END.

DRAFTED BY: D.K.	HOUSE #:	CITY: TROY	CUSTOMER:
CHECKED BY: NDK	STREET: SOUTH BLVD	COUNTY: OAKLAND	FRANK AYAR

# EXHIBIT "A"

SIDEWALK

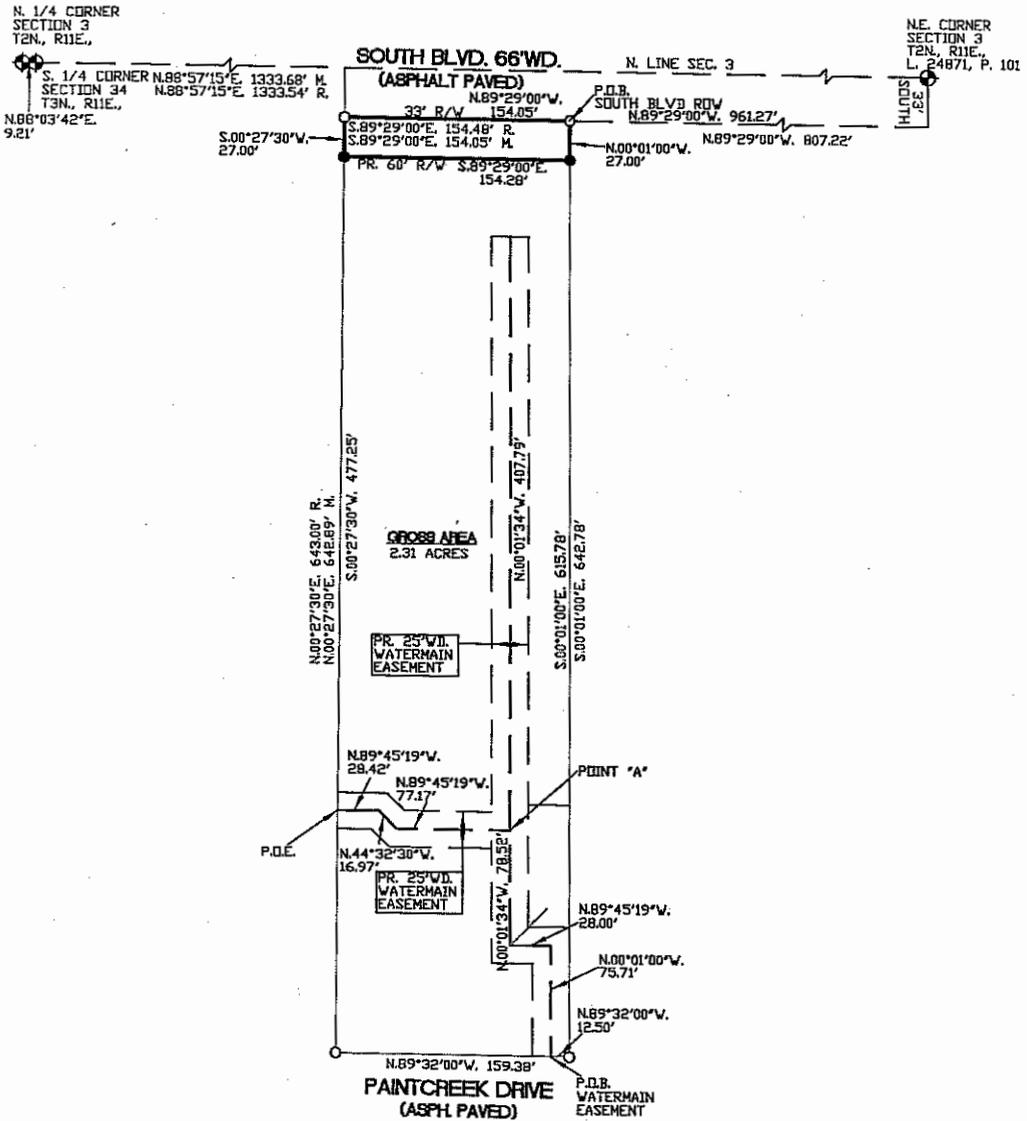


SURVEY NUMBER  
**04051**  
PREL.  
FINAL: 9-6-05  
SCALE: 1" = 100'

SHEET 1 OF 2

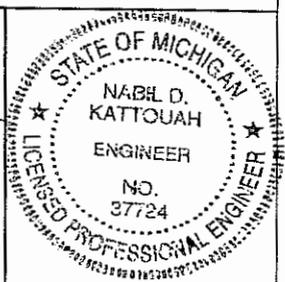


NORTH



LAND ENGINEERING SERVICES, INC.  
2201 12 MILE ROAD  
WARREN, MI 48092  
PHONE (586)582-9800  
FAX (586)582-9866

Certified by  
*Nabil D. Kattouah*  
NABIL D. KATTOUAH P.E. #37724  
ORIGINAL: 9-6-05  
9-14-05 REVISED WATERMAIN  
REVISED 10-24-05 REVISED WATERMAIN  
11-8-05 PER CITY ENGINEER



PERMANENT EASEMENT

Sidwell #88-20-03-226-010 (part of)  
Resolution #

AMBERWOOD CONDOMINIUMS OF TROY, INC, a Michigan Corporation, Grantor(s), whose address is 6924 Cottonwood Knoll, West Bloomfield, MI 48322 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, grants to the Grantee the right to construct, operate, maintain, repair and/or replace sanitary sewer, 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 HEREOF

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

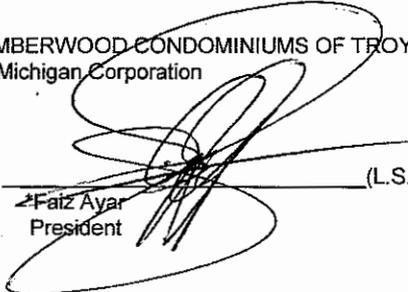
The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

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

IN WITNESS WHEREOF, the undersigned hereunto affixed 1 signature(s) this 31<sup>st</sup> day of JANUARY A.D. 2006.

In presence of:  
WITNESS (not required)

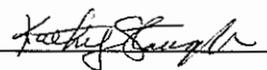
AMBERWOOD CONDOMINIUMS OF TROY, INC.  
a Michigan Corporation

By  (L.S.)  
Faiz Ayar  
Its: President

STATE OF MICHIGAN )  
COUNTY OF oakland )

The foregoing instrument was acknowledged before me this 31 day of JAN, 2006, by Faiz Ayar, President of AMBERWOOD CONDOMINIUMS OF TROY, INC., a Michigan Corporation on behalf of the Corporation.

KATHY STOUGH  
NOTARY PUBLIC OAKLAND CO., MI  
MY COMMISSION EXPIRES Oct 3, 2007

  
Notary Public, oakland County, Michigan

My Commission Expires 10-3-07.  
Acting in the County of \_\_\_\_\_, Michigan

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

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

---

# EXHIBIT "A"

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## LEGAL DESCRIPTION: TOTAL PARCEL

PART OF THE NORTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 3, TOWN 2 NORTH, RANGE 11 EAST, TROY TOWNSHIP, (NOW CITY OF TROY) OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT DISTANT SOUTH 33 FEET AND N.89°29'00"W. 807.22 FEET FROM THE NORTHEAST SECTION CORNER; THENCE S.00°01'00"E. 642.78 FEET; THENCE N.89°32'00"W. 159.38 FEET; THENCE N.00°27'30"E. 643.00 FEET RECORD AND (642.89 FEET MEASURED); THENCE S.89°29'00"E. 154.48 FEET RECORD AND (154.05 FEET MEASURED) TO THE POINT OF BEGINNING. CONTAINING 2.31 ACRES OF LAND MORE OR LESS AND SUBJECT TO ALL EASEMENTS AND MATTERS OF RECORD.

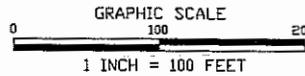
## LEGAL DESCRIPTION: SANITARY SEWER EASEMENT

THE CENTERLINE OF A 25 FOOT WIDE SANITARY SEWER EASEMENT DESCRIBED AS FOLLOWS: PART OF THE NORTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 3, TOWN 2 NORTH, RANGE 11 EAST, TROY TOWNSHIP, (NOW CITY OF TROY) OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT DISTANT SOUTH 33 FEET AND N.89°29'00"W. 807.22 FEET AND S.00°01'00"E. 262.87 FEET FROM THE NORTHEAST SECTION CORNER; THENCE S.89°10'03"W. 24.13 FEET; THENCE S.89°58'35"W. 26.40 FEET TO A POINT "A"; THENCE N.00°01'34"W. 167.50 FEET; RETURN TO POINT "A" THENCE S.00°01'34"E. 202.50 FEET TO A POINT OF END.

DRAFTED BY: D.K.	HOUSE #:	CITY: TROY	CUSTOMER:
CHECKED BY: NDK	STREET: SOUTH BLVD	COUNTY: OAKLAND	FRANK AYAR

# EXHIBIT "A"

## SANITARY SEWER EASEMENT



SURVEY NUMBER

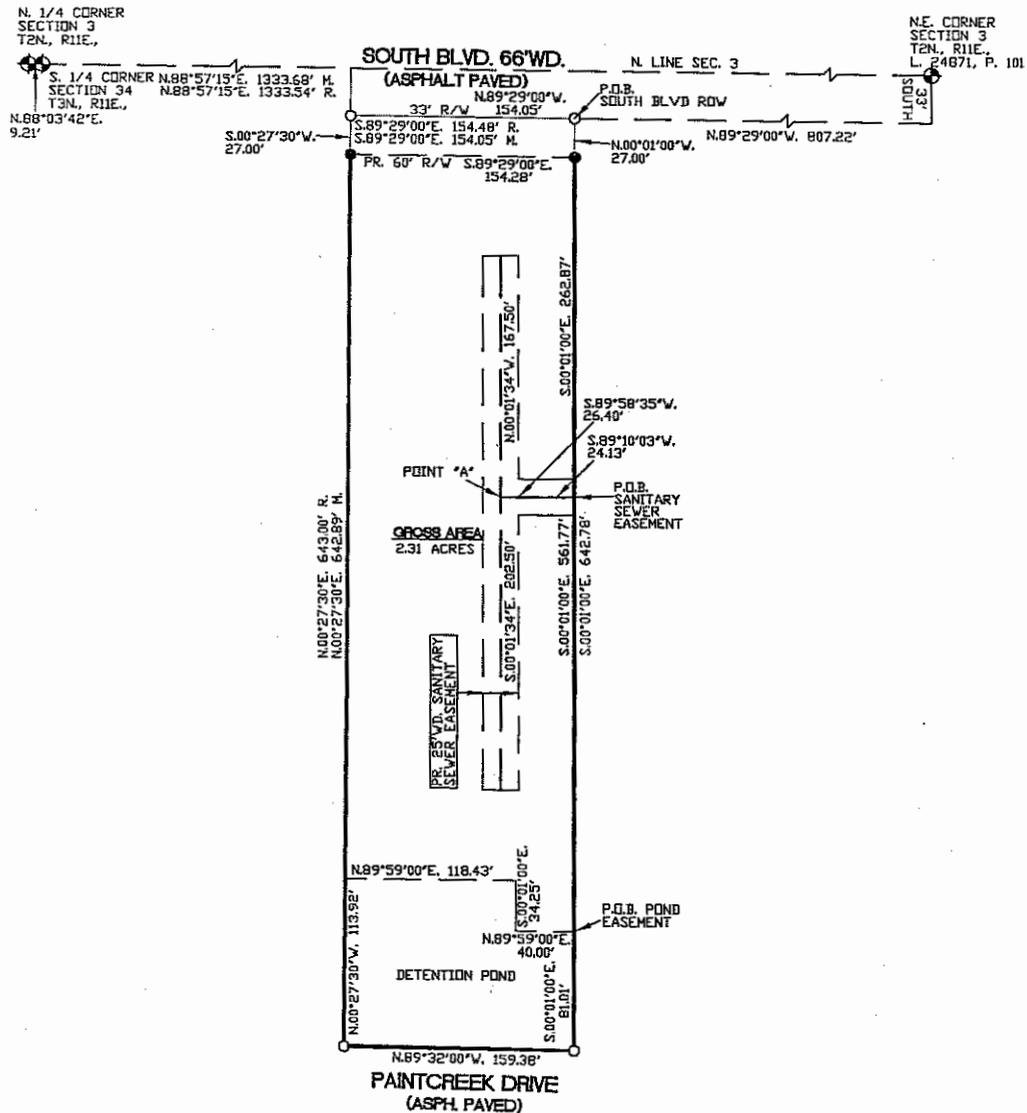
04051

PREL.

FINAL: 9-6-05

SCALE: 1" = 100'

SHEET 1 OF 2



LAND ENGINEERING  
SERVICES, INC.  
2201 12 MILE ROAD  
WARREN, MI 48092  
PHONE (586)582-9800  
FAX (586)582-9866

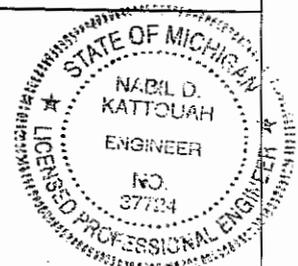
Certified by

*Nabil D. Kattouah*

NABIL D. KATTOUAH P.E. #37724

ORIGINAL: 9-6-05

REVISED: 10-24-05



PERMANENT EASEMENT

Sidwell #88-20-03-226-010 (part of)  
Resolution #

AMBERWOOD CONDOMINIUMS OF TROY, INC, a Michigan Corporation, Grantor(s), whose address is 6924 Cottonwood Knoll, West Bloomfield, MI 48322 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, grants to the Grantee the right to construct, operate, maintain, repair and/or replace watermain, 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 HEREOF

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

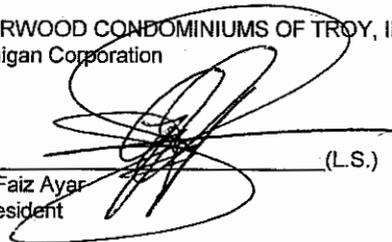
The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

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 31st day of January A.D. 2006.

In presence of:  
WITNESS (not required)

AMBERWOOD CONDOMINIUMS OF TROY, INC.  
a Michigan Corporation

By  (L.S.)  
\*Faiz Ayar  
Its: President

STATE OF MICHIGAN )  
COUNTY OF Oakland )

The foregoing instrument was acknowledged before me this 31 day of Jan, 2006, by Faiz Ayar, President of AMBERWOOD CONDOMINIUMS OF TROY, INC., a Michigan Corporation on behalf of the Corporation.

KATHY STOUGH  
NOTARY PUBLIC OAKLAND CO., MI  
MY COMMISSION EXPIRES Oct 3, 2007

  
Notary Public, Oakland County, Michigan

My Commission Expires 10-3-06.  
Acting in the County of \_\_\_\_\_, Michigan

Prepared by: Larisa Figol  
City of Troy  
500 W. Big Beaver Road  
Troy, MI 48084

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

# EXHIBIT "A"

## LEGAL DESCRIPTION: TOTAL PARCEL

PART OF THE NORTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 3, TOWN 2 NORTH, RANGE 11 EAST, TROY TOWNSHIP, (NOW CITY OF TROY) OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT DISTANT SOUTH 33 FEET AND N.89°29'00"W, 807.22 FEET FROM THE NORTHEAST SECTION CORNER; THENCE S.00°01'00"E, 642.78 FEET; THENCE N.89°32'00"W, 159.38 FEET; THENCE N.00°27'30"E, 643.00 FEET RECORD AND (642.89 FEET MEASURED); THENCE S.89°29'00"E, 154.48 FEET RECORD AND (154.05 FEET MEASURED) TO THE POINT OF BEGINNING, CONTAINING 2.31 ACRES OF LAND MORE OR LESS AND SUBJECT TO ALL EASEMENTS AND MATTERS OF RECORD.

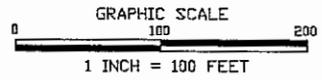
## LEGAL DESCRIPTION: WATERMAIN EASEMENT

THE CENTERLINE OF A 25.00 FOOT WIDE WATER MAIN EASEMENT DESCRIBED AS FOLLOWS: PART OF THE NORTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 3, TOWN 2 NORTH, RANGE 11 EAST, TROY TOWNSHIP, (NOW CITY OF TROY) OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT DISTANT SOUTH 33 FEET AND N.89°29'00"W, 807.22 FEET AND S.00°01'00"E, 642.78 FEET AND N.89°32'00"W, 12.50 FEET FROM THE NORTHEAST SECTION CORNER TO THE POINT OF BEGINNING; THENCE N.00°01'00"W, 75.71 FEET; THENCE N.89°45'19"W, 28.00 FEET; THENCE N.00°01'34"W, 78.52 FEET TO POINT A; THENCE N.00°01'34"W, 407.79 FEET; RETURN TO POINT "A"; THENCE N.89°45'19"W, 77.17 FEET; THENCE N.44°32'30"W, 16.97 FEET; THENCE N.89°45'19"W, 28.42 FEET TO A POINT OF END.

DRAFTED BY: D.K.	HOUSE #: _____	CITY: TROY	CUSTOMER: _____
CHECKED BY: NDK	STREET: SOUTH BLVD	COUNTY: OAKLAND	FRANK AYAR

# EXHIBIT "A"

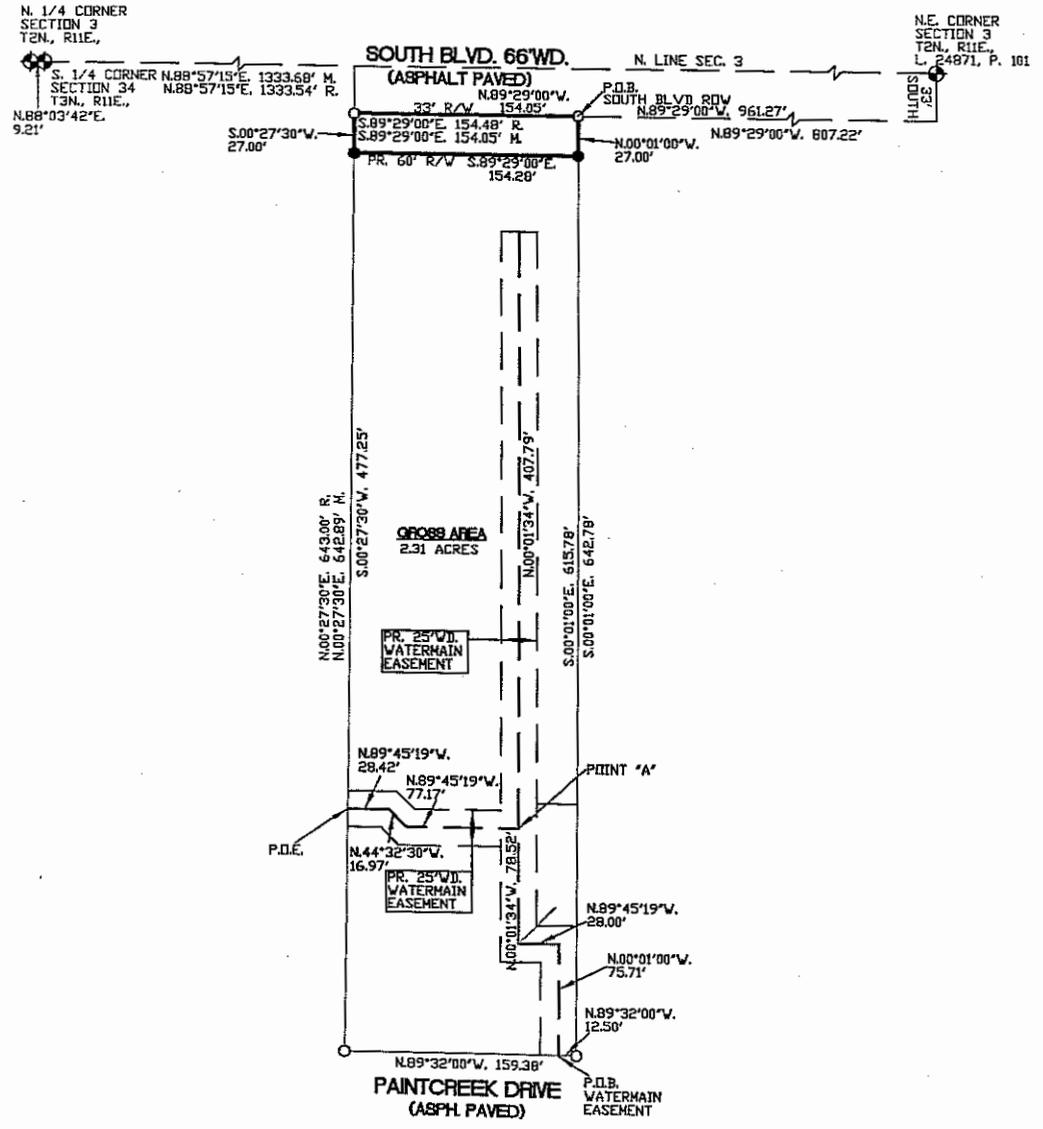
## WATER MAIN EASEMENT



SURVEY NUMBER  
**04051**

PREL: \_\_\_\_\_  
FINAL: 9-6-05  
SCALE: 1" = 100'

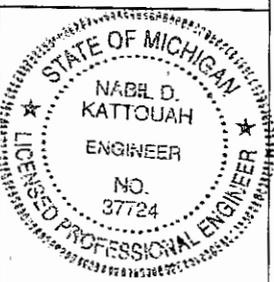
SHEET 1 OF 2



LAND ENGINEERING  
SERVICES, INC.  
2201 12 MILE ROAD  
WARREN, MI 48092  
PHONE (586)582-9800  
FAX (586)582-9866

Certified by  
*Nabil D. Kattouah*  
NABIL D. KATTOUAH P.E. #37724

ORIGINAL: 9-6-05  
REVISED: 9-14-05 REVISED WATERMAIN  
REVISED: 10-24-05 REVISED WATERMAIN  
REVISED: 11-8-05 PER CITY ENGINEER





# Memorandum

To: John M. Lamerato, Acting City Manager  
From: Tonni L. Bartholomew, City Clerk  
Date: March 24, 2006  
Subject: Agenda Item: Election Precincts 12 and 13 Relocation of Polling Location

While the Fire and Police Training facility is a wonderful facility and adequately fits our needs for small elections, it has been determined that it is not adequate for State-wide elections due to insufficient parking. The City of Troy experienced a medium to high voter participation at the last two State-wide General Elections. This experience while very positive generated several complaints in regards to insufficient parking at the facility. For that reason alone, the Clerk's Office made two contacts with neighboring church facilities regarding the possibility of relocating the polling location. Bethesda Romanian Pentecostal Church, 2075 E. Long Lake Road, indicated a desire to house the precincts. After a site visit, it was determined that the location would meet our needs. The City Clerk's Office received the attached letter from Senior Pastor Simion Timbuc extending us a formal invitation to utilize their facility.

The Election Commission reviewed the request to relocate the precincts at their meeting on March 20, 2006 and unanimously approved recommending the change to the City Council. A copy of their Minutes is attached for your convenience.

It is the recommendation of City Management that Bethesda Romanian Pentecostal Church be utilized as the polling location for Precincts 12 and 13 effective with the August 8, 2006 Primary Election.

The Clerk's Office would like to provide advance notice to the effective voters at the May 2, 2006 Election. Additionally, the electors of Precinct 12 and 13 will be mailed a new voter identification card after the May 2, 2006 election.

**BETHESDA ROMANIAN PENTECOSTAL CHURCH**  
**2075 E. Long Lake Rd., Troy, MI 48085**  
**Tel. 248-740-7507; Fax 248-740-0992**

March 20, 2006

City of Troy  
City Clerk's Office  
500 W. Big Beaver  
Troy, MI 48084

Dear Tonni L. Bartolomew, MMC

I presented your request of having our church as a pooling station to our Church Board, and our decision is as following:

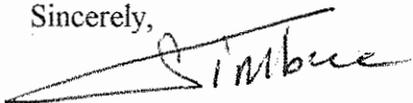
Our Church Board decided to offer our church facility for voting of two precincts (12 and 13) conditioned by:

1. No alcohol to be used on our church premises
2. Our church is a no smoking facility
3. No Signage by campaigners on our church property

We will provide the necessary tables and chairs during those voting days. Please let us know in advance of what else you need. You may contact myself for all the issues regarding this matter.

We are glad that we may be of help for our community. If you have any other concerns please contact us.

Sincerely,

A handwritten signature in black ink that reads "Simion Timbuc". The signature is written in a cursive style and is positioned above the typed name.

Simion Timbuc, M.Div.,  
Senior Pastor

A meeting of the Troy Election Commission was held Monday, March 20, 2006, at City Hall, 500 W. Big Beaver Road. City Clerk Bartholomew called the Meeting to order at 5:00 P.M.

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**ROLL CALL:**

PRESENT: David Anderson, Timothy Dewan, City Clerk Tonni Bartholomew  
ALSO PRESENT: Deputy City Clerk Barbara Holmes

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**Minutes: Regular Meeting of February 27, 2006**

Resolution #EC-2006-03-5  
Motion by Anderson  
Seconded by Dewan

RESOLVED, That the Minutes of Monday, February 27, 2006, are **APPROVED** as submitted.

Yes: All-3

---

**Approval of Election Inspector Assignments for the May 2, 2006 Regular Election**

Resolution #EC-2006-03-6  
Motion by Dewan  
Seconded by Anderson

RESOLVED, That Election Inspectors be appointed for the Tuesday, May 2, 2006 Election, as presented by the City Clerk, is hereby **APPROVED**.

Yes: All-3

---

**Approval of Precinct #12 & #13 Polling Place Relocation – From Fire-Police Training Facility, 4850 John R to Bethesda Romanian Pentecostal Church, 2075 E. Long Lake**

Resolution #EC-2006-03-7  
Motion by Anderson  
Seconded by Dewan

WHEREAS, The City of Troy has deemed that the current location of Precincts #12 and #13 at the Fire-Police Training Facility – 4850 John R has insufficient parking and cannot adequately serve the City of Troy electors assigned to that polling location;

WHEREAS, The City of Troy has found an alternative polling location at Bethesda Romanian Pentecostal Church – 2075 E. Long Lake that will sufficiently serve the electors of the City of Troy.

THEREFORE, BE IT RESOLVED, That the City of Troy, Precincts #12 and #13 located at the Fire-Police Training Facility at 4850 John R be **RELOCATED** to Bethesda Romanian Pentecostal Church located at 2075 E. Long Lake effective with the Primary Election scheduled for Tuesday, August 8, 2006.

Yes: All-3

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**Adjournment:**

The meeting was adjourned at 5:02 P.M.

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Tonni L. Bartholomew, MMC  
City Clerk

March 20, 2006

TO: John M. Lamerato, Acting City Manager

FROM: Doug Smith, Real Estate and Development Director

SUBJECT: AGENDA ITEM - Contract for Greenstar & Associates, L.L.C. for Right-of-Way Services

Attached is a proposed two-year contract with Greenstar & Associates, LLC for right-of-way services for 2006 and 2007. This company specializes in real estate services for local public agencies and is owned by Pat Petitto.

Pat formally retired from the City of Troy on August 19, 2005 and has been working as a part-time employee since that date. The first step in deciding long-term staffing patterns for the Real Estate and Development Department was to confer with Engineering to determine the right-of-way required for the next five years. Engineering, in reviewing all of its projects, expects to generate the same right-of-way acquisitions workload as in the past for the next 2 to 3 years (see attached list Addendum A: Upcoming Right-of-Way Projects).

Previously, the City Manager decided as policy, that a review of every replacement position would be undertaken. Over the past 4 months each right-of-way staff person has been required to submit an hourly accounting of work time by project and type of work. An analysis of these timesheets resulted in identifying a breakdown of time requirements for direct work on right-of-way projects (accounting for 60% of work time), while 40% was spent on other work related tasks such as assisting people at the counter, responding to phone inquiries, economic development projects or serving the needs of other departments. Therefore, a full compliment of staff (3 people x 2,080 hours or 6,240 hours per year or 12,480 hours over the next 2 years will be needed). Sixty percent of the available hours will be approximately 7860 hours for project work and the other hours are necessary to conduct other business. Therefore, I believe refilling this position is justified. The question then remains, what is the best way to fill the position.

A close examination of hiring a new Senior Right-of Way Representative to replace Pat resulted in these findings. Only a few people in Michigan have the necessary credentials. Currently, the job requires the employee to hold an SRWA designation, plus be a state licensed real estate broker and state licensed real estate appraiser. Less than 40 people have the SRWA

licensed real estate appraiser. Less than 40 people have the SRWA designation and only five or six of those have the additional required licenses (several of the listed SRWA designated individuals are now retired). A review of the requirements for this position and the continued workload (the amount and type of work) has me strongly recommending no change to the requirements for this sensitive public policy position.

Third, an examination of the market place revealed that consultants in this area generally charge \$80 to \$200 per hour. Pat was making, prior to retiring, \$85,000 yearly with a fringe benefit package valued at \$35,000 or \$120,000 in total compensation. In reviewing consultant contracts such as Dick Carlisle's and private right-of-way services, contracting out for these services to replace a full-time Senior Right-of-Way Representative, with the appropriate qualifications would cost more than \$120,000. Hiring a new Senior Right-of-Way Representative would probably cost the same or more, if a qualified applicant with successful work experience could even be found.

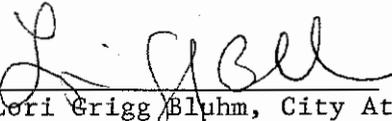
Therefore, it is in the best interest of the City, especially since it is a short duration (2 years) to find an acceptable contract with Greenstar & Associates, LLC. Pat's work has always been impeccable and she had always displayed the temperament and integrity necessary to conduct acquisitions, negotiations and discussions on behalf of the City. From condemnation of a home or business to acquiring an easement, it is always time consuming and delicate when you are dealing with someone's property and the consequences of doing it improperly (court cases) can be catastrophic.

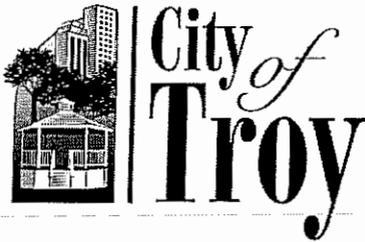
Therefore, I recommend a two-year contract with Greenstar & Associates, LLC at a rate of \$75 per hour for 1310 hours or \$98,250, however the contract provides the flexibility of up to 1500 hours per year or \$112,500 yearly. All work will be consistent with Addendum A, which has been reviewed and agreed to by the Engineering Department. Upon completion of the contracted services for each project, a Right-of-Way Certification (see Addendum B) shall be prepared for execution by the Contractor and the City representative. The target project for work annually is 1310 hours. The contract allows for up to 1500 hours, but additional hours over 1310 would require additional project hours beyond those anticipated in Addendum A.

Attached is a contract that would provide for these services. The contract has been reviewed by outside legal counsel and is consistent with the letter from Eric W. Cholack, of Roumell, Lange & Cholack, P.L.C. dated February 27, 2005 regarding independent contractor status.

Att.

Reviewed as to Form and Legality:

  
Lori Grigg Bluhm, City Atty. 3/28/06  
Date

**Human Resources Department**

Date: February 22, 2005  
To: Doug Smith, Real Estate and Development Director  
From: Peggy E. Clifton, Human Resources Director *PEC*  
Subject: Independent Contractor Status

You recently inquired of the conditions under which a person who is contracted to do work for the City could be deemed an "independent contractor".

It is important to properly distinguish an employee from an "independent contractor". If classified incorrectly, the employer could be subject to unanticipated liabilities (such as for back pay, back taxes and penalties) if a court or agency views the relationship differently. An employer is subject to FICA and unemployment taxes, worker's compensation, FLSA and discrimination laws for an employee, but generally not for an independent contractor.

Attached is a letter from Eric Cholack of Roumell, Lange & Cholack, P.L.C., which provides information on issues to be taken into consideration when determining whether a person is an employee or an independent contractor. Note that no one factor is conclusive and all factors would be taken into consideration by a court or outside agency. However, this list will be helpful in reducing the risk that the position would be deemed to be improperly classified.

Once you've had an opportunity to analyze your needs in light of this information, we could meet to further discuss if you wish.

PEC/bjm/PC05M.0011

Attachment

cc: Brian Murphy, Assistant City Manager/Services

4:56  
CITY OF TROY  
HUMAN RESOURCES

ROUMELL, LANGE & CHOLACK, P.L.C.  
ATTORNEYS AND COUNSELLORS AT LAW  
314 TOWN CENTER DRIVE  
TROY, MICHIGAN 48084  
Website: lange-cholack.com

TELEPHONE: (248) 619-2500  
FACSIMILE: (248) 619-3232

GEORGE T. ROUMELL, JR.  
CRAIG W. LANGE  
ERIC W. CHOLACK  
GREGORY T. SCHULTZ  
KELLY A. WALTERS

Detroit Office  
615 Griswold  
7<sup>th</sup> Floor Ford Building  
Detroit, MI 48226-3986

OF COUNSEL  
STEVEN H. SCHWARTZ

February 14, 2005

*Attorney-Client Communication  
Privileged & Confidential*

Ms. Peggy Clifton  
City of Troy  
500 W. Big Beaver Rd.  
Troy, MI 48084

Re: Independent Contractor Status

Dear Peggy:

You have asked us for information about the standards for determining whether a worker is an "employee" or an "independent contractor."

The distinction between "employee" and "independent contractor" is a critical one, as it can determine an employer's potential tort liability, tax liability or other statutory liability. An employer's incorrect classification of a worker as an independent contractor instead of an employee could result in unexpected liabilities and penalties.

Please note that the existence of an agreement formally designating the person performing the services as an "independent contractor" does not ensure that the person will be legally considered an "independent contractor." Rather, courts and administrative agencies look at all the circumstances of a particular work situation and consider a number of factors in determining whether an individual is legally an "employee" or an "independent contractor." Several of these factors center upon the right or ability of one party to exercise supervision, direction, or control over the person performing the services. The following factors are probably the most important to consider in determining a worker's status.

1. Control of Worker's Duties. The more control the party receiving services exercises over the duties themselves, the more likely the relationship is an employer-employee relationship.

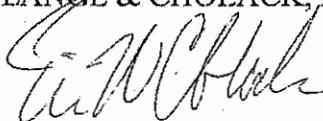
2. Method of Payment. Payment made by the hour, as opposed to by the job, is more consistent with status as an employee.
3. Right to Hire/Fire/Discipline. If the party for whom the services are performed is able to discipline the worker and/or may terminate the worker with little notice and/or liability, this is more consistent with an employer-employee relationship.
4. Integration. If the duties performed are an integral part of the employer's business as opposed to merely a side task, this tends to show an employer-employee relationship.
5. Dependency on Job. The more dependent the worker is on the job as a primary source of income, the more likely the worker is considered an employee.
6. Furnishing of Equipment/Materials. Where the party for whom the services are performed furnishes significant tools, materials, and other equipment, this is more consistent with the existence of an employer-employee relationship.
7. Offering Services to General Public. If a worker holds himself or herself out to the general public as available to perform services on a regular and consistent basis, this is more consistent with an independent contractor relationship.
8. Working for More Than One Firm at a Time. If a worker performs significant services for a number of unrelated firms at the same time, this is more consistent with an independent contractor relationship.
9. Permanency of Relationship. A continuing relationship between the worker and the party for whom services are performed is more consistent with an employer-employee relationship.
10. Realization of Profit or Loss. A worker who assumes a certain amount of risk and is able to realize a profit or loss as a result of his or her services is generally an independent contractor.
11. Training. Training provided by the party for whom services are performed is more consistent with an employer-employee relationship.
12. Hiring of Assistants. If the party for whom the services are performed controls the hiring, supervising, and paying of assistants, this is more consistent with an employer-employee relationship.
13. Set Hours of Work. Where the party for whom services are performed sets or dictates the hours of work, this is more consistent with an employer-employee relationship.

14. Work Performed on Employer's Premises. Where the work is performed on the premises of the party for whom services are performed, this suggests control over the worker and an employee-employee relationship.
15. Skill Level. A higher skill level held by the worker is more consistent with an independent contractor relationship.

As these factors are weighed and balanced, no one factor is conclusive and each individual factual situation will be different. Again, the existence of an agreement formally designating the person performing the services as an "independent contractor" does not guarantee that the person will be legally considered an independent contractor. If an employer treats the relationship as an independent contractor arrangement, there is the possibility of liability for back pay, back taxes and penalties if a court or agency views the relationship differently. An employer is subject to FICA and unemployment taxes, worker's compensation, FLSA and discrimination laws for an employee but generally not for an independent contractor.

While it may not be possible to eliminate completely the risk that a work relationship might be deemed to be one of employer-employee, proper structuring of the relationship may increase the likelihood that an independent contractor relationship would be found. Please do not hesitate to contact us if we may be of further service in this area.

Very truly yours,  
ROUMELL, LANGE & CHOLACK, P.L.C.



Eric W. Cholack

EWC/dlm

## **AGREEMENT FOR RIGHT-OF-WAY ACQUISITION PROJECT MANAGEMENT AND RELATED SERVICES**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the City of Troy, 500 West Big Beaver Road, Troy, Michigan 48084, hereinafter called the "City" and Greenstar & Associates, LLC, 4840 N. Adams Road, Suite 183, Rochester, Michigan 48306, hereinafter called the "Contractor."

NOW, THEREFORE, the Contractor and the City for the consideration hereinafter named, agree as follows:

### Section 1 – Services/Compensation

The Contractor agrees to provide complete management, supervision and coordination of all right-of-way related activities which include appraisal, negotiation and acquisition of needed property rights to construct City capital improvement projects, disposal of excess real and personal property, relocation of business and homeowners in project areas, advising the Legal Department in condemnation cases and related services, in accordance with State and Federal laws. Additional services, not included in this agreement, shall be mutually agreed to by the City and Contractor. This contract will be administered by the Director of Real Estate and Development and the contractor will be solely responsible to the Director for all performance and contract related issues.

The Contractor must be able to work flexible hours upon short notice when schedules and volume demand. All project hours and assignments will conform to the attached Addendum "A", unless changes are mutually agreed upon by both parties. Project hours will not exceed 1500 hours per year.

The City, in consideration of the performance of this agreement, agrees to pay Contractor on an hourly basis at a rate of \$75 per hour. This rate shall remain firm for the 2006 calendar year. Thereafter the hourly rate will be increased at a rate not to exceed the difference in the Consumer Price Index between the current year (as close to 12 months as possible) and the previous year as calculated on the CPI Inflation Calculator available on the Bureau of Labor Statistics website [www.BLS.gov/cpi/home.htm](http://www.BLS.gov/cpi/home.htm) with the exception that annual rate increases shall not exceed three (3%) percent. The CPI Inflation Calculator uses the average Consumer Price Index for a given year.

This contract shall continue in effect from the date of execution for two (2) years with a one (1) year option to renew.

### Section 2 – Consultant Services

The Contractor will not be reimbursed for vehicle mileage, license fees, training, business cell phone, home office use or supplies. While an office will be provided for the contractor on site, the City does not assure exclusive access of this office for the

contractor's use. The Contractor agrees that in performance of its duties as outlined above will be bound by the code of ethics applicable to its industry. The Contractor will complete all work required and referenced in the contract expeditiously and on time, as defined in Addendum "A", or as mutually agreed by the City and Contractor. Upon completion of the contracted services for each project, a Right-of-Way Certification shall be prepared for execution by the Contractor and the City representative.

Revisions due to error or oversight to work submitted to the City by the Contractor, including but not limited to market studies, acquisition documents, and appraisal reviews shall be submitted to the City within ten (10) days from receipt of City's request. If a revision becomes necessary because of revised plans or additional requirements of the City, revisions shall be completed by mutual agreement between the City and the Contractor.

### Section 3 – City Cooperation

The City shall cooperate with the Contractor to furnish documentation timely, as appropriate and as legally possible in the possession of the City relevant to the nature of the work assignments.

### Section 4 – Compensation

For and in consideration of the faithful and professional performance and delivery of the above services as set forth, the City shall pay the Contractor for services pursuant to this Contract within a period of thirty (30) days after receipt from the Contractor of an itemized monthly invoice describing services performed.

### Section 5 – Compliance with All Laws and Regulations

In the provision of the services described herein, the Consultant agrees to comply with all applicable Federal, State and local laws and applicable regulations. In addition, the Contractor shall be licensed and/or certified and professionally designated by the State of Michigan and licenses and/or certification shall be maintained as active during the term of this agreement.

### Section 6 – Independent Contractor

The Contractor shall perform duties as an independent contractor and in an independent manner without supervision and control by the City. The Contractor shall not be deemed to be an employee of the City for purposes of payroll deductions, withholding tax, social security, workers' compensation, unemployment compensation, disability benefits, vacations, fringe benefits or any other purpose. In the performance of duties, the Contractor shall supply and operate Contractor's own vehicle, cell phone office equipment and office. However, Contractor may use an on-site office provided by the City when it is in the City's best interest to do so.

### Section 7 – Ownership of Documents

Ownership of all data, materials and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.

Contractor may use the materials prepared for the City as promotion and marketing pieces in pursuit of work for others, provided prior written approval is obtained from the City.

## Section 8 – Insurance

The Contractor shall not commence work until the certificate of insurance required under this paragraph has been delivered to the City. All insurance carriers must be acceptable to the City and licensed and admitted to do business in the State of Michigan.

A new certificate of insurance shall be provided to the City each year at the time of policy renewal. New certificates shall be delivered to the City in the same format as outlined in the sample certificate included in the City's Request for Proposal.

1. Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance. The Contractor shall procure and maintain during the life of the blanket purchase order, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations Liability; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable. Coverage should include terrorist liability.
3. Motor Vehicle Liability. The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. Umbrella Liability Insurance. The Contractor shall procure and maintain during the life of this contract Umbrella Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence.
5. Additional Insured. Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds "The City of Troy, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employers and volunteers thereof. This coverage shall be

primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.”

6. Cancellation Notice. Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following “It is understood and agreed that Sixty (60) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City of Troy, 500 West Big Beaver Road, Troy, Michigan 48084.”
7. If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the City of Troy at least ten (10) days prior to the expiration date. Failure to comply with the insurance requirements contained in this agreement shall constitute a material violation and breach of the agreement and may result in termination of the agreement.

#### Section 9 – Indemnification

To the fullest extent permitted by law, Contractor agrees to defend, pay in behalf of, indemnify and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working in behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs and attorneys fees 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 in behalf of the City of Troy by reason of personal injury, including bodily injury and 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.

#### Section 10 – Subcontractors

No contract may be sublet without the written consent of the City of Troy. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Troy for such acts or omissions.

#### Section 11 – Assignment of Agreement and Other Contractors

The Contractor shall not assign this Agreement or any part thereof without the written consent of the City. The city reserves the right to let other agreements in connection with this work, even if of like character, for work under an agreement. The Contractor shall coordinate work as required by the City. If any part of the Contractor's work depends on the proper execution of any other contractor, the Contractor shall inspect and promptly report to the City any defects in such work that renders it unsuitable for such proper execution. Failure to inspect and report shall constitute an acceptance of the other contractor's work.

#### Section 12 – Non-Discrimination

The Contractor agrees not to discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin or handicap. A breach of this Section shall constitute a material breach and may be cause for this Agreement to be canceled or terminated by the City.

Section 13 – Termination of Contract

The City reserves the right to terminate this agreement without penalty or handling fees upon 30 days written notice due to poor performance or for any reason deemed to be in its best interest.

Section 14 – Entire Agreement

This agreement constitutes the entire agreement between the City and the Contractor and shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors, assigns and third parties claiming under this Agreement or by virtue of Agreement between the City and the Contractor.

This agreement shall be construed in accordance with and governed in all respects by the laws of the State of Michigan.

IN WITNESS WHEREOF, the undersigned, warranting that each is fully authorized and empowered to do so, hereby execute these presents intending to bind themselves, and their respective principals, agents, assignees and successors thereby, as of the date first written above.

CITY OF TROY

GREENSTAR & ASSOCIATES, LLC

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

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

Patricia A. Petitto, SR/WA

\_\_\_\_\_

**ADDENDUM "A"**  
**UPCOMING RIGHT OF WAY PROJECTS**

<b>PROJECT</b>	<b>ESTIMATED NUMBER OF PARCELS</b>	<b>APPRAISAL &amp; ACQUISITION</b>	<b>CONSTRUCTION</b>	<b>GREENSTAR ESTIMATED HOURS*</b>
Expansion of Historic Green	2	2006	2005-2010	13 (40)
Coolidge/Wattles CMAQ	1 (Wattles only)	2006	2006	6 (20)
Livernois Watermain (West Side) – Stalwart to Cutting & Road Widening, Long Lake to Square Lake	22-Partial Fee 7-Easements 14-Temporary Grading from 35 parcels (7 of which are for watermain)	2006	Watermain 2007 – Road Widening 2013+	234 (700)
Livernois Sanitary Sewer (East Side) – Stalwart to Cutting & Road Widening, Long Lake to Square Lake	7-Partial Fee 5-Easements 9-Temporary Grading from 16 parcels (4 of which are for sanitary sewer)	2006+	Sanitary Sewer 2007 – Road Widening 2013+	106 (320)
John R Widening – Long Lake to Square Lake	8-Partial Fee 2-Drainage Easements 22-Grading Permits from 26 parcels	2006 & 2007	2006-John R/Square Lake CMAQ Project 2010 +/- John R	173 (520)
John R Widening – Square Lake to South Boulevard	2-5-Full Acquisitions 27-30-Partial Fee 14-Easements 54-Grading Permits from 28 parcels	2006 & 2007	2010 +/-	186 (560)
Miscellaneous Storm Drain Projects Based on Need	15 estimated	2006	2006?	50 (150)
Miscellaneous Sidewalk Projects for Sidewalk Gap Program	?	2006	2006+	
Miscellaneous Acquisitions Related to New Development	100 documents per year	2006	Acquired 27 deeds, 130 easements & 4 agreements in 2004	334 (1,000)
Rochester Widening – Torpey to Barclay	1-Full 55-Partial Fee 61-Easements & 9-Temporary Grading from 66 parcels	2006-2008	Need to Complete EA (2009)	440 (1,320)
Rochester Watermain (East Side) – Long Lake to Sylvanwood	12-Partial Fee 5-Easements from 14 parcels**	2006-2008	Need to Complete EA 2010+	
Rochester Watermain (West Side) - Wattles to Sylvanwood	23-Partial Fee 15-Easements from 38 parcels**	2006-2008	Need to Complete EA 2009	
Wattles – East & West of Rochester	13-Partial Fee 13-Easements & 12-Temporary Grading from 21 parcels	2006 & 2007	2009 - Need to Complete EA	140 (420)

<b>PROJECT</b>	<b>ESTIMATED NUMBER OF PARCELS</b>	<b>APPRAISAL &amp; ACQUISITION</b>	<b>CONSTRUCTION</b>	<b>GREENSTAR ESTIMATED HOURS*</b>
Miscellaneous Storm Drain Projects Based on Need	15 estimated	2007	2007?	50 (150)
Miscellaneous Sidewalk Projects for Sidewalk Gap Program and Based on Requests from School District	?	2007	2007+	
Miscellaneous Acquisitions Related to New Development	Estimated 100 documents per year	2007	Acquired 27 deeds, 130 easements & 4 agreements in 2004	334 (1,000)
Rochester Widening – Barclay to Trinway	41-Partial Fee 56-Easements 42-Temporary Grading from 83 parcels	2007-2008	Need to Complete EA 1010+	554 (1,660)
Dequindre – Long Lake to Auburn	? (may be acquired by RCOC)	2008-2009	2010+	
I-75/Crooks/ Interchange	?	?	?	
<b>TOTAL</b>				<b>2,620 (7,860)</b>

\*Total Estimated Real Estate & Development Hours are Listed in Parenthesis)

\*\*These parcels are also included in road widening projects.

Prepared by: Patricia A. Petitto 1/25/06

**SAMPLE**

**ADDENDUM "B"**

**RIGHT-OF-WAY CERTIFICATION**

*Sign Either Section A or B, below, as appropriate*

Project: John R, Square Lake to South Boulevard

Eligible Applicant/Requesting Authority: City of Troy Date: \_\_\_\_\_

Route Name: John R

Termini (be specific): Square Lake to South Boulevard Crossing: Square Lake to South Blvd.

**SECTION A:**

- The project did not require the acquisition of additional right-of-way, temporary grading permits or permanent easements.
- The City of Troy has adequate power and authority to properly control the right-of-way necessary for the construction, operation, and maintenance of this project.

\_\_\_\_\_  
*(Signed by authorized person employed by the City)*

\_\_\_\_\_  
*(Date)*

*(Typed Name and Title)* \_\_\_\_\_

**SECTION B:**

- The project required additional right-of-way. The requirements of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended; the provisions of 23USC; the provisions of 23 CFR; the provisions of 49 CFR; and the provisions of P.A. 1980, No 87, as amended, have been met with respect to this project.
- The City of Troy has adequate power and authority to properly control the right-of-way necessary for the construction, operation, and maintenance of this project.
- The checklist on page 2 of this attachment has been completed.
- Number of parcels needed for this project, by type:

Fee (Total Take):	_____
Fee (Partial Take):	_____
Easement:	_____
Grading Permit:	_____
Limited Access Rights:	_____

\_\_\_\_\_  
*(Signed by authorized person employed by the City)*

\_\_\_\_\_  
*(Date)*

*(Typed Name and Title)* \_\_\_\_\_

## CHECKLIST

***This checklist must be completed if Section b on page 1 of this document applies.***

**Each parcel requires a parcel file. All parcel files must contain, but are not limited to, the following:**

√ Indicates requirement has been met for each parcel

- Title Evidence: (Title Commitment, tax roll search, etc.).
- Memos of Negotiations (Buyers' contacts).
- Copies of Appraisals and Appraisal Reviews, or copies of executed Waiver of Appraisals and the market study done for the overall project.
- Copies of executed DEEDS, EASEMENTS, or PERMITS which agree with the valuation of the Appraisal Reviews and copies of Approval Letters when compensation exceeds the original approved offer.
- Copies of documents indicating the original offer made to property owners (value statement).

**IN ADDITION.....All parcel files requiring any relocation must also contain, but are not limited to the following:**

- Relocation eligibility notice for all personal items within the right-of-way and actual moving costs.
- Properly completed housing determination listing at least three D.S.S. comparables.
- Copy of notice to quit to all relocates indicating they were given at least 90 days notice.
- Copies of claims/payments to relocatees.

Initials \_\_\_\_\_  
*(Initialed by authorized person employed by the county,  
city or village)*

Date \_\_\_\_\_

**JOHN R, SQUARE LAKE TO SOUTH BOULEVARD  
PROJECT HOURS FOR GREENSTAR & ASSOCIATES, LLC**

April 2006	_____	hours
May 2006	_____	hours
June 2006	_____	hours
July 2006	_____	hours
August 2006	_____	hours
September 2006	_____	hours
October 2006	_____	hours
November 2006	_____	hours
December 2006	_____	hours

January 2007	_____	hours
February 2007	_____	hours
March 2007	_____	hours
April 2007	_____	hours
May 2007	_____	hours
June 2007	_____	hours
July 2007	_____	hours
August 2007	_____	hours
September 2007	_____	hours
October 2007	_____	hours
November 2007	_____	hours
December 2007	_____	hours

January 2008	_____	hours
February 2008	_____	hours
March 2007	_____	hours

Total \_\_\_\_\_ hours

# Professional Development

## SR/WA Designation

The Senior Member, International Right of Way Association (SR/WA), is the prestigious designation granted to IRWA members who have achieved professional status through experience, education and examination in several right-of-way disciplines.

### QUALIFICATIONS FOR DESIGNATION

- An IRWA member in good standing
- An approved candidate for SR/WA Designation
- A minimum of 5 years of qualifying, related right of way experience
- Bachelor's degree, or in lieu of a bachelor's degree, complete any 4 of the 12 segments listed below:

College:	30 credits	30 credits	30 credits	30 credits
Experience:	2 years	2 years	2 years	2 years
Additional courses:	8 days	8 days	8 days	8 days

### CORE COURSES REQUIRED

Successfully complete:

- C-103 Ethics and the Right of Way Professional (1 day); or  
C-104 Standards of Practice for Right of Way Professionals (1 day)
- Total of 8 days of elective courses, all of which must be IRWA courses
- Successfully complete a total of 4 days of any 200 level courses (other than C-200)

**Option 1:** Successfully complete the following courses:

- C-200 Principles of Real Estate Negotiation (2 days)
- C-400 Principles of Real Estate Appraisal (2 days)
- C-800 Principles of Real Estate Law (2 days)
- C-900 Principles of Real Estate Engineering (2 days); or

**Option 2:** Successfully complete the following courses:

- C-100 Principles of Land Acquisition (4 days) and  
Any two of the following courses:
- C-200 Principles of Real Estate Negotiation (2 days)
- C-400 Principles of Real Estate Appraisal (2 days)
- C-800 Principles of Real Estate Law (2 days)
- C-900 Principles of Real Estate Engineering (2 days)

Candidate who elect Option 2 must complete as a part of their 8 days of elective courses, a minimum of 2 days of course work in any of the following disciplines: Asset (Property) Management, Environmental or Relocation Assistance.

### EXAMINATION

**Option 1:** Pass 1 comprehensive exam (U.S. or Canadian Version); or

**Option 2:** Pass 4 of 7 discipline exams, Discipline exams consist of: Appraisal, Asset (Property) Management, Engineering, Environment, Law, Negotiation/Acquisition and Relocation Assistance

## SR/WA & CERTIFICATION DESIGNEES

The following members have been awarded the Senior Member designation of the International Right of Way Association, or a certification by specialty, by completing the effective requirements at the time of application, which generally included specific qualifying experiences, numerous professional educational courses and comprehensive examinations.

Bliss, William O., SR/WA  
Bowman, Gary E., SR/WA  
Bradley, Edward R., SR/WA  
Burgoyne, David E., SR/WA  
Childs, James H., SR/WA  
Cilke, Roland B., SR/WA  
Cooch, R A., SR/WA  
Cooper, Winfield L., SR/WA  
Cummer, Russell, SR/WA  
Del Vecchio, Francesco, SR/WA  
Hall, Lynn P., SR/WA  
Hauglie, Gordon R., SR/WA  
Hungerford, Gerald L., SR/WA  
Jacobs, Melvin L., SR/WA  
Jones, Jeffrey L., SR/WA  
Lafferty, Valerie F., R/W-AC, SR/WA  
Maturen, David C., SR/WA  
Meyer, Carl L., R/W-AC  
Mundwiler, Mark E., SR/WA  
O'Boyle, Jr., Frank A., SR/WA  
O'Neill, Brian A., R/C-AC  
O'Neill, Charles J., SR/WA  
Petitto, Patricia A., SR/WA  
Pfefferle, Anna M., SR/WA  
Reece, Jeffrey N., SR/WA  
Reid, William L., SR/WA  
Roth, Richard W., R/W-AC  
Roy, Corbin J., SR/WA  
Stempin, Paul S., SR/WA  
Stephens, Dennis C., SR/WA  
Stoppert, Paul R., SR/WA  
Terpstra, Richard G., SR/WA  
Thomas, Norman G., SR/WA  
Vairus, Gerald K., SR/WA  
Wieme, Ralph R., SR/WA  
Wilson, Thomas, SR/WA  
Worthley, Alicia T., SR/WA

## Licenses & Requirements

### NEW REAL ESTATE BROKER; RELICENSURE

<u>Qualifying Education</u>	<u>Exams</u>	<u>Experience</u>	<u>Continuing Education</u>
90 clock hours of approved coursework required within 36 months of application, unless licensed continuously.	Examination (administered by Applied Measurement Professionals)	at least 3 years full time experience as a real estate salesperson, or <u>equivalent experience</u> (Rule 205).	6 clock hours every renewal year; 18 per 3 year cycle

An applicant for a broker license must meet all requirements for licensure before submitting an application to the Department. License application forms are mailed to successful exam candidates with their passing score notification. An application must verify required real estate experience and successful completion of all required education. Some applicants will be required to provide other documentation depending upon their background, e. g. all applicants must possess good moral character; applicants who currently hold, or have ever held a real estate license in another state or jurisdiction must submit a current letter of good standing from each regulatory entity.

An individual may be licensed as either an Individual Broker, which denotes operation as a sole proprietorship, or as an Associate Broker, an individual who qualifies as a broker but is licensed to a Broker or another broker entity type, LLC, partnership, corporation broker. If Individual Brokers are using a business name (e.g., John Doe d.b.a. Doe Realty), an assumed name certificate must be obtained from the county clerk's office and filed with the application. An Associate Broker cannot operate with an assumed name. If the broker's license will be held by an entity, at least one owner or principal must apply for an Associate Broker's license to that broker. The Department has a brochure entitled "Your Real Estate Broker License Application – An Applicant's Guide" (BCS/LRE-035) – to assist applicants through this process.

Please click [here](#) for broker license types.(new and relicensure)

### State Licensed Appraiser License

<u>Qualifying Education</u>	<u>Exam</u>	<u>Experience</u>	<u>Continuing Education</u>	<u>Scope of Practice</u>
90 hours, to include the 15 hour national USPAP course	Yes	2,000 hours, at least 1,500 of which are residential appraisals	28 hours for every 2 years of licensing after the first renewal	Any non-federally related transactions, and federally related transactions of 1-4 family residences up to \$1,000,000, or commercial properties up to \$250,000

Licensees in this category, may appraise real property involving any non-federally related transactions. They may also appraise federally related transactions involving non-complex 1 to 4 family residential properties with transaction values up to \$1,000,000; complex 1 to 4 family residential property with values less than \$250,000, and all other types of property with values less than \$250,000. They may assist a certified residential or certified general appraiser in appraising residential properties over \$1,000,000 or complex or non-residential properties over \$250,000, but they may not sign the report. Their contribution must be acknowledged pursuant to Standard 2-3 of the Uniform Standards of Professional Appraisal Practice.

Applications for the licensing exam may be filed upon completion of 90 hours of residential level prelicensure courses, including the 15-hour national USPAP course, and 2,000 hours of documentable residential appraisal experience.

To obtain the state licensed appraiser application materials call the board office at (517) 241-9201, request the materials in writing, or download the application from the Forms and Publications page.



**TO:** Mayor and Members of Troy City Council  
**FROM:** Lori Grigg Bluhm, City Attorney  
Christopher J. Forsyth, Assistant City Attorney  
**DATE:** March 23, 2006  
**SUBJECT:** City of Troy v. Linda and Raymond Winter

---

Enclosed please find a proposed consent judgment that would finalize the case filed by the City of Troy against Linda and Raymond Winter to abate the nuisance at their home, located at 5165 Prentis in the City of Troy. This case stems back to 2003, when neighbors of Mr. and Mrs. Winter alerted the City about potential ordinance violations at the home. Troy's subsequent inspection of the home revealed a substantial accumulation of debris, trash, loose paper, clothing, and other items that blocked the doorways and aisle ways of the home, constituting a nuisance. The City unsuccessfully tried to obtain compliance with the ordinances through different approaches, but it became necessary to file a nuisance lawsuit against Mr. and Mrs. Winter. Now, after some negotiation, the City could successfully resolve this case by allowing Mr. and Mrs. Winter to complete the necessary work in three phases over a three -month period. According to the attorney representing Mr. and Mrs. Winter in the lawsuit, they are agreeable to the terms of the proposed consent judgment, and have the ability to carry out their responsibilities under the agreement.

Under the terms of the consent judgment, the Defendants would de-clutter and clean the first floor of their residence by April, clean and de-clutter the second floor by the end of May, and clean and de-clutter the basement by the end of June. The cleaning and de-cluttering would be inspected within ten days after each phase was completed, and would need to meet City standards. If the Winters fail to complete the Consent Judgment requirements, then the City could request an immediate show cause hearing, where the City could obtain any additional appropriate relief, including the ability to hire a contractor to return the home to a condition in compliance with the City of Troy ordinances.

We recommend that City Council approve the proposed Consent Judgment, and authorize our office to execute the final document, which shall be attached to the original minutes of City Council. Please let us know if you have any questions.

STATE OF MICHIGAN  
IN THE OAKLAND COUNTY CIRCUIT COURT

CITY OF TROY,

Plaintiff,

CASE NO.

vs.

RAYMOND F. WINTER  
AND LINDA R. WINTER,  
HUSBAND AND WIFE,

Defendants.

\_\_\_\_\_  
LORI GRIGG BLUHM (P46908)  
CHRISTOPHER J. FORSYTH (P63025)  
Attorneys for Plaintiff City of Troy  
500 W. Big Beaver Road,  
Troy, Michigan 48084  
(248) 540-3320  
(248) 540-3259 – Fax

ELISABETH J. RUBEL (P66791)  
Attorney for Defendants  
Linda and Raymond Winter  
10425 LaSalle Blvd  
Huntington Woods, MI 48070  
(248) 635-5028  
\_\_\_\_\_ /

**CONSENT JUDGMENT**

At a session of said Court held in  
the Courthouse, City of Pontiac,  
Oakland County, MI  
on: \_\_\_\_\_

PRESENT: HONORABLE JOHN J. MCDONALD, CIRCUIT COURT JUDGE

Linda and Raymond Winter (Defendants) and the City of Troy have agreed to entry of this Consent Judgment and the Court being advised of the particulars:

NOW THEREFORE,

IT IS ORDERED AND ADJUDGED THAT:

1. The Property (5165 Prentis, in the City of Troy, Michigan) is declared a nuisance, since it is in violation of state and/or local laws and regulations. One example of this violation is the failure of Defendants to maintain sufficient aisle ways and proper means of ingress into and throughout the residence on the Property.
2. Defendants agree to abate the nuisance that exists at the Property by complying with all local and state laws, and by creating sufficient aisle ways and proper means of ingress into and throughout the property.
3. At the request of the Defendants, the nuisance abatement will occur in phases, as set forth below:
  - a. No later than April 30, 2006, Defendants shall satisfactorily abate the nuisance existing on the ground floor (first floor) of the residence on the Property, including the stairwell leading to the second floor, but excluding the garage.
  - b. No later than May 30, 2006, Defendants shall satisfactorily abate the nuisance existing on the second floor of the residence on the Property.

- c. No later than June 30, 2006, Defendants shall satisfactorily abate the nuisance existing in the basement, including the stairwell leading to the ground floor (first floor).
4. There shall be no extension of time for fulfilling the requirements set forth in Paragraph 3.
5. The City of Troy shall inspect each nuisance abatement phase within ten days after the each deadline as set forth in Paragraph 3, and shall determine whether the home is in compliance with state and local laws and regulations. Defendants shall allow representatives of the City of Troy to inspect the Property and the residence for compliance with the terms of this Consent Judgment, as long as the inspections occur during business hours and at a time prearranged with the Defendants.
6. The Circuit Court shall retain jurisdiction over this matter to enforce the provisions of this judgment.
7. Any failure to comply with the terms and conditions of this Consent Judgment shall be considered Contempt of Court. If either party fails to comply with the terms and conditions of this Consent Judgment, the other party shall request a show cause hearing before the Court.
8. Possible remedies for the above referenced contempt of Court can include, but not be limited to the following:
  - a. The party could be held in contempt of Court;
  - b. If the Defendants violate the provisions of the Consent Judgment, then the Court could allow the City of Troy to immediately hire

someone to return the home to a safe and sanitary condition, in compliance with state and local laws and regulations. The cost of any such work shall be borne exclusively by Defendants, and may be secured by a lien on the Property, or through a Judgment that can be collected in any manner allowed by law;

- c. If the Defendants violate the provisions of the Consent Judgment, then the Court could order Defendants and anyone else residing at the residence on the Property to vacate the Property until the nuisance is abated, the clean up is complete, and the Property is in compliance with the state and local laws and regulations.
- d. The Court could also order any other relief that is fair and equitable.

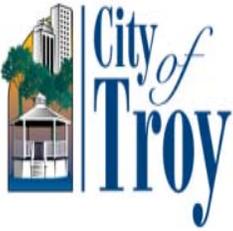
9. The parties stipulate that the signatories below are fully authorized to bind my client to the terms of the above Consent Judgment and stipulate to its entry.

IT IS SO ORDERED on this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Hon.  
Oakland County Circuit Court Judge

\_\_\_\_\_  
Dated: \_\_\_\_\_  
Christopher J. Forsyth (P63025)  
Attorney for Plaintiff, City of Troy

*Elisabeth J. Rubel*  
\_\_\_\_\_  
Dated: March 28, 2006  
Elisabeth J. Rubel (P66791)  
Attorney for Defendants,  
Linda and Raymond Winter



**TO:** Members of the Troy City Council  
**FROM:** John M. Lamerato, Acting City Manager  
Lori Grigg Bluhm, City Attorney  
Cynthia Stewart, Community Affairs Director  
**DATE:** March 28, 2006  
**SUBJECT:** Transfer of WOW Cable Franchise

---

The City of Troy has previously approved two cable television franchise agreements, which allows Comcast and WOW! to provide service to the community. The WOW! franchise agreement was initially between the City of Troy and Ameritech New Media. This initial franchise was for 15 years, and expires on April 22, 2011. A copy of this initial franchise is attached for your review. This franchise was successfully transferred from Ameritech New Media to WideOpenWest (WOW!) in 2001. Now, there has been a proposed sale of the WOW! Internet, Cable and Phone to Racecar Acquisition, LLC, which is primarily Avista Capital Partners.

Prior to the transfer of a cable television franchise, a provider must complete an *Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise* (a FCC Form 394 application), with supporting documentation detailing the credentials and financial position of the proposed new ownership, as well as any proposed changes in the daily operation of the cable television franchise. The City has 120 days to consider any such application, or else it will be automatically approved. This requires action as soon as possible, but in no event later than the April 17, 2006 City Council meeting.

This proposed transfer was announced in December 2005, and a copy of the press release and accompanying letter from WOW! are attached for your review. According to these items, as well as the application to transfer the franchise (FCC Form 394), the transfer is intended to be seamless to the cable subscribers. The brand name of WOW! will continue to be used, and the personnel and the office locations are proposed to be the same. There will not be any increases in the subscriber prices that are caused by this proposed transfer.

The application and accompanying financial and operational details have been reviewed by Tim Currier of Beier Howlett, who serves as the attorney for the ICCA (*Intergovernmental Cable Communications Authority*). He has recommended conditional approval of the cable franchise transfer. This conditional approval would incorporate the representations that were made in the application to transfer the franchise, as well as statements that were made subsequent to the application in response to the inquiries of the ICCA attorneys. The ICCA recommends conditional approval of the transfer of control of the franchise from WideOpenWest Holdings, LLC to Racecar Acquisition, LLC.. A proposed resolution is attached for your convenience.

As always, if you have any questions concerning the above, please let us know.

Proposed Resolution:

WHEREAS, WideOpenWest Michigan, LLC (WOW!) is a current cable franchisee for the City of Troy, a Local Franchise Authority within the Intergovernmental Cable Communications Authority (ICCA); and

WHEREAS, on December 27, 2005, WideOpenWest Holdings and Racecar Acquisition, LLC submitted an FCC Form 394 *Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise*; and

WHEREAS, the City of Troy is relying upon such information as contained in the above referenced FCC Form 394 application and supporting documents, as well as additional supplemental information provided by WideOpenWest Holdings, LLC, in the consideration of the application, and based on the information provided therein, the City of Troy intends to approve the application and consent to the transfer of control of the cable television franchise currently held by WideOpenWest Holdings to Racecar Acquisition, LLC, upon the belief that the consent is in the best interest of the City of Troy.

NOW THEREFORE, BE IT RESOLVED:

The City of Troy CONSENTS to the transfer of control of the cable franchisee from WideOpenWest Holdings, LLC to Racecar Acquisition, LLC, in the manner described in the Agreement and Plan of Merger dated December 13, 2005, subject to the following conditions:

1. As soon as possible, and prior to the closing on the transfer of the cable franchise from WideOpenWest Holdings, LLC to Racecar Acquisition, LLC, WideOpenWest Michigan LLC will promptly notify the City of Troy in writing of any change in service or operation in the City of Troy's cable system and/or change in the personnel directly responsible for the operation of the City of Troy's system in contemplation of, or as a result of consummation of the Agreement and Plan of Merger; and
2. As soon as possible, and prior to the closing on the transfer of the cable franchise from WideOpenWest Holdings, LLC to Racecar Acquisition, LLC, WideOpenWest Michigan LLC will promptly and properly remediate all existing defaults under the current Cable Franchise Agreement with the City of Troy, and will also confirm in writing that it has no knowledge of any other defaults other than those identified and remedied; and
3. As soon as possible, and prior to the closing on the transfer of the cable franchise from WideOpenWest Holdings, LLC to Racecar Acquisition, LLC, WideOpenWest Michigan LLC and all of the parties to the Agreement and Plan of Merger dated December 13, 2005 will provide a written statement that the Transferee and Transferor will provide full and immediate cooperation with respect to the franchise fee review or audit being conducted by the City of Troy and/or the ICCA. All parties to the Agreement shall cooperate with the audit or fee review, which

includes but is not limited to transmitting all necessary information to the auditors and/or attorneys that have requested said information, within ten (10) days from the request; and

4. As soon as possible, and prior to the closing on the transfer of the cable franchise from WideOpenWest Holdings, LLC to Racecar Acquisition, LLC, Racecar Acquisition LLC agrees in writing to accept and be bound by the Cable Franchise Agreement and the current cable regulatory and telecommunications ordinances of the City of Troy. In all instances, Racecar Acquisition LLC will assume all obligations (known or unknown) of the existing franchise; and
5. The City of Troy and/or the other ICCA Communities allege that there is an existing default of the Cable Franchise Agreement, since the Franchisee has failed to pay the correct amount of franchise fees and PEG fees. The parties agree to cooperate in a review of these past payments, without admitting liability. However, if a default on the current Cable Franchise Agreement is found to exist, then it shall be remedied, as provided in condition #2; and
6. All prior agreements and undertakings by WideOpenWest Holdings, LLC, between WideOpenWest Holdings, LLC and the ICCA or any of the ICCA member communities, apart from the Franchise Agreement, shall remain in full force and effect, and Racecar Acquisition, LLC shall honor any such agreement or undertaking; and
7. The City of Troy's approval of the transfer of the Cable Franchise shall be automatically revoked if the Agreement and the Plan of Merger is not consummated by July 31, 2006, or if the Agreement and Plan of Merger is terminated prior to that time without having been consummated; and
8. The ICCA and the City of Troy shall be reimbursed within thirty days by any of the parties to the Agreement and Plan of Merger of December 13, 2005, for the reasonable expenses incurred by the ICCA and/or the City of Troy that are directly attributed to the ICCA or the City of Troy for their consideration of the transfer application.

The City of Troy's grant of consent to the transfer of the Cable Franchise Agreement, from WideOpenWest Holdings, LLC to Racecar Acquisitions, LLC, pursuant to the Agreement and Plan of Merger dated December 13, 2005, shall be effective immediately, subject to the above conditions. The Acting City Manager of the City of Troy is hereby authorized to enter into and execute and deliver a certificate, as well as such other documents that may be necessary, evidencing this resolution, as long as any additional documents are consistent with this resolution, without further act or resolution of the City Council.

WideOpenWest Michigan, LLC shall promptly notify the City of Troy upon the closing of the transaction, as described in the Agreement and Plan of Merger dated December 13, 2005.

December 14, 2005

Ms. Louise Schilling, Mayor  
City of Troy  
500 W. Big Beaver  
Troy, Michigan 48084

Dear Mayor Schilling:

Since acquiring the cable system serving the City of Troy in 2001, WOW! has consistently provided customers a competitive choice. As a result of our strong growth performance and continued future opportunities for growth, our two largest investors are in the enviable position of being able to sell their majority stock ownership in the company.

Therefore, I am pleased to announce that on December 14 an agreement was reached with Avista Capital Partners to purchase majority ownership in WOW!. Avista specializes in private equity investments in growth-oriented media companies such as WOW!, and is enthusiastic about partnering with WOW! to continue to build our customer base. Additional information is included in the attached press release. Their website is [www.avistacap.com](http://www.avistacap.com).

The transfer of stock ownership will be completely transparent to our customers. The senior management and employees will continue in their same positions. We will continue to operate the system while remaining focused on the same basic fundamentals which enabled us to earn the distinction as the #1 company in Customer Satisfaction Among Cable/Satellite TV Subscribers as rated by J.D. Power and Associates. Senior management retains an ownership position and a vested interest in the continued success of the company.

WideOpenWest Michigan LLC will remain the legal entity which holds the franchise agreement with the City of Troy. However, the franchise agreement requires transfer notification in the event of a change to the stock ownership of the company. Very shortly, I will provide you with F.C.C. form 394, an application to transfer the existing agreement.

I appreciate the opportunity to serve you and look forward to the future with great excitement. If you have any questions, please contact me at 248.677.9030.

Sincerely,



Mark Dineen  
Senior Vice President and General Manager

Cc: Gertrude Pareskevin – Cable Delegate



DEC 20 2005 PM 2:28

**FOR IMMEDIATE RELEASE**

Contacts:

WideOpenWest: Cathy Kuo (720) 479-3518

Avista Capital Partners: Jeffrey Taufield, Kekst & Co. (212) 521-4815

Oak Hill Capital Partners: Rhonda Barnat, Abernathy MacGregor (212) 371-5999

ABRY Partners: Jay Grossman (617) 859-2959

**AVISTA CAPITAL PARTNERS TO ACQUIRE WIDEPENWEST**

NEW YORK, NY -- December 14, 2005 -- Avista Capital Partners announced today that it has reached an agreement to acquire cable operator WideOpenWest from Oak Hill Capital Partners and ABRY Partners. WideOpenWest operates cable systems in Illinois, Indiana, Michigan and Ohio and provides cable, high-speed Internet and digital telephone service under the brand name "WOW!" to 114 municipalities reaching over 1.4 million households. Avista Capital, based in New York, is a private equity firm focusing on investment in the media, energy and healthcare sectors.

Terms of the agreement were not disclosed. The sale is expected to close in the first half of 2006. The existing management team will continue to operate the company under the brand name "WOW!" after the close of the transaction. Northwestern Mutual, based in Milwaukee, and Standard Life Investments (USA), headquartered in Edinburgh, Scotland, have committed to be minority co-investors in the acquisition.

David Burgstahler, a partner of Avista Capital said, "We are extremely pleased to be partnering with WideOpenWest. We believe strongly in the continued future growth of the cable industry. WOW! is a great brand name and a strong strategic fit for Avista. We're confident in the company's opportunities for additional growth and enthusiastic about partnering with such an exceptional management team."

Colleen Abdoulah, president and chief executive officer of WideOpenWest said, "The WOW! team is excited to be working with Avista. The change in company ownership will be transparent to employees and customers. We remain committed to delivering our

customers an array of services which meets their needs, at a great value, backed by award winning customer service.”

"WideOpenWest is one of the fastest growing cable television companies in the country and we are delighted to have participated in the value that this management team has created," said J. Crandall, managing partner of Oak Hill Capital Partners.

“We have enjoyed our successful partnership with the WideOpenWest management team and believe that they will continue to generate industry-leading growth in the future,” said Jay Grossman, managing partner of ABRYS Partners.

Credit Suisse First Boston and Waller Capital acted as financial advisors to the company in connection with this transaction.

#### About WOW!

WOW! is a competitive provider of cable television, high-speed Internet, and telephone services. WOW! Cable features Basic Cable, Digital Cable, and advanced services such as HDTV and DVRs. WOW! Internet provides customers with a choice of high-speed connections from 112kbps all the way to 6Mbps. WOW! Phone offers the convenience of unlimited local, long distance, and local toll calling in the United States. Customers can bundle any two or three services together at a great value, while benefiting from the convenience of dealing with just one company for all their entertainment and telecommunications needs.

*www.wowway.com*

#### About Avista Capital Partners

Avista Capital Partners is a private equity firm with offices in New York, NY and Houston, TX. The firm was founded in 2005 by seven former Partners and nine former professionals from DLJ Merchant Banking Partners, the private equity affiliate of Credit Suisse Group. Avista seeks to make controlling or influential minority investments primarily in growth-oriented media, healthcare and energy companies. Through its team of seasoned investment professionals and industry experts, Avista seeks to partner with exceptional management teams to invest in and add value to well-positioned businesses.

*www.avistacap.com*

#### About Oak Hill Capital Partners

Oak Hill Capital Partners is a private equity firm with more than \$4.6 billion of committed capital from leading entrepreneurs, endowments, foundations, corporations, pension funds and global financial institutions. Robert M. Bass is the lead investor. Over a period of nearly 20 years, the professionals at Oak Hill Capital have invested in more

than 50 significant private equity transactions, including Genpact, The Container Store, Butler Animal Health Supply, EXLSERVICE, Progressive Moulded Products, TravelCenters of America, Blackboard, American Savings Bank (Washington Mutual), Bell & Howell (Proquest), Oreck Corporation and Wometco Cable Corporation. Oak Hill Capital is one of several Oak Hill partnerships, each of which has a dedicated and independent management team. These Oak Hill partnerships comprise over \$12 billion of investment capital across multiple asset classes, including private equity, special situations, high yield and bank debt, venture capital, real estate, a public equity exchange fund and a global fixed income and equity hedge fund.

#### About ABRY Partners

Founded in 1989, ABRY Partners is one of the most experienced and successful private equity investment firms in North America investing primarily in the media and communications industries. ABRY has completed over \$18 billion of leveraged transactions and other private equity and mezzanine investments across various media and communications sub-sectors including cable television, broadcast television and radio, wireless transmission towers, local wired telephony, business-to-business publishing and trade shows, in-store advertising and marketing, stadium-theater cinemas as well as other media and communications sub-sectors. The firm presently has over \$2.1 billion of capital under management on behalf of limited partners which include Fortune 100 pension funds, university endowments, leading insurance companies and commercial banks, and high net worth individuals. Selected equity investments to date include:

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Atlantic Broadband, Avalon Cable Television (realized), Citadel Communications (realized), Consolidated Theaters, Country Road Communications, Cygnus Business Media, Monitronics International, Network Communications (realized), Nexstar Broadcasting, Pinnacle Towers (realized), Language Line Services, Billing Concepts (realized) and F+W Publications.

*[www.abry.com](http://www.abry.com)*

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**AMERITECH NEW MEDIA**

**CABLE FRANCHISE AGREEMENT**

**WITH**

**THE CITY OF TROY**

**(April 22, 1996)**

## TABLE OF CONTENTS

Section	Page
Recitals .....	1
A. Authority to Grant Franchise .....	1
B. Investigation of Franchisee .....	1
C. Determination of Franchisee's Qualifications .....	1
D. Analysis of Franchisee's Plans .....	1
E. Opportunity of Public to Comment .....	1
1. Grant of Franchise .....	1
a. Grant and Term .....	1
b. Easements and Rights-of-Way .....	1
c. Authority Not Exclusive .....	2
2. Franchise Fees and Costs .....	2
a. Franchise Fees .....	2
(1) Quarterly Payments .....	2
(2) Refundable Minimum Applicable to Fourth and Fifth Years .....	2
b. Franchise Costs .....	2
c. Application Fee .....	2
3. Construction of Cable System .....	3
a. Construction Schedule .....	3
b. Maintenance .....	3
c. Compliance with Law .....	3
d. Other Construction Concerns .....	3
(1) Codes .....	3
(2) Parallel Installation .....	3
(3) Engineering and Safety .....	3
(4) Installation Above and Below Ground .....	3
(5) Identification of Franchisee's Cable .....	4
(6) New Programming and Technology .....	4
(7) Emergency Alert System .....	4
e. Installation Costs .....	4
(1) Drops Exceeding 175 Feet .....	4
(2) Service Area Extensions .....	5
f. Ownership of Installed Cable .....	5
4. Service Area Line Extension .....	5
a. General Density Requirement .....	5
b. Exception for Maple Road Areas .....	5
(1) Formula .....	5
(2) Installment Payments .....	5
c. Municipal Facilities .....	5
5. Public, Educational and Governmental Channels; Higher Education/Leased Access Channel	6
a. PEG Channels .....	6
b. Higher Education/Leased Access Channel .....	6

## CABLE FRANCHISE AGREEMENT

THIS CABLE FRANCHISE AGREEMENT ("Agreement") is entered into effective as of \_\_\_\_\_, 1996, by the City of Troy, a municipal corporation organized under the laws of Michigan ("Issuing Authority"); and AMERITECH NEW MEDIA, INC., a Delaware corporation with its principal place of business at 300 South Riverside Drive, 18th Floor, Chicago, Illinois 60606 ("Franchisee").

### Recitals

**A. Authority to Grant Franchise.** The Issuing Authority, pursuant to Section 621 of the Cable Communications Policy Act of 1984 as now in effect ("Federal Cable Act"), and pursuant to Chapter 63 of The City of Troy Ordinance—Cable Communications (Rev. 8-30-82) (the "Local Cable Ordinance"), is authorized to grant one or more nonexclusive franchises to construct, operate and maintain a cable television system within the municipal boundaries of the Issuing Authority (the "Service Area") and may not unreasonably refuse to award an additional competitive franchise.

**B. Investigation of Franchisee.** The Issuing Authority has analyzed fully and considered the technical ability, financial condition and legal qualifications of Franchisee.

**C. Determination of Franchisee's Qualifications.** The Issuing Authority, after such consideration, analysis and deliberation as are required by applicable law, has approved and found sufficient the technical, financial and legal qualifications of Franchisee to provide cable television service within the Service Area.

**D. Analysis of Franchisee's Plans.** The Issuing Authority has also considered and analyzed the plans (copy attached at end of this Agreement) of Franchisee for the construction and operation of a cable television system and found the same to be adequate, feasible and in the public interest.

**E. Opportunity of Public to Comment.** The public has had adequate notice and opportunity to comment on Franchisee's application to provide cable television service within the Service Area.

THEREFORE, the parties agree as follows:

#### 1. Grant of Franchise

**a. Grant and Term.** The Issuing Authority grants to Franchisee for the term ("Term") of ~~15~~ ~~years~~ years commencing on the Effective Date (as defined below) the nonexclusive right and franchise ("Franchise") to construct, use, operate, own and maintain a cable system (as defined in the Federal Cable Act) ("Cable System") subject to all applicable local, state and federal laws and regulations. For purposes of this Agreement, the term "Effective Date" means the date that is eight working days after the approval of this Agreement by the Issuing Authority's City Council.

**b. Easements and Rights-of-Way.** Without reducing its police powers to adopt and enforce ordinances of general applicability necessary to the health, safety and welfare of the public, the Issuing Authority grants to Franchisee authority to use the Issuing Authority's streets, sidewalks, easements and rights-of-way for the purposes of this Agreement, and the Franchise shall be construed to authorize the construction of a Cable System over such rights-of-way and through compatible-use easements in accordance with Section 621(a)(2) of the Federal Cable Act, and to grant access to such easements whether or not such easements specifically contemplate or designate "Cable TV" and to include this grant in future easements and rights-of-way as they are created. The parties acknowledge and agree that the purpose of the Franchise is to authorize

Franchisee to construct, maintain and operate a Cable System and offer cable service in, along, among, upon, across, above, over or under the public rights-of-way within the Issuing Authority's boundaries as they may now exist or as they may be extended through annexation, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any public right-of-way or bridges such poles, wires, cables, conductors, ducts, conduits, manholes, amplifiers, attachments and Equipment (as defined below) as may be necessary or pertinent to the Cable System. For purposes of this Agreement, the term "Equipment" shall mean the equipment specified in the attached **Exhibit A**, *provided* that the Equipment installed by Franchisee in any public right-of-way shall not exceed by more than 10 percent the dimensions specified in the attached **Exhibit A** without the Issuing Authority's prior written consent. This Agreement shall be construed also to authorize Franchisee to construct and operate a Cable System over private easements within the boundaries of the Service Agreement which have been dedicated for compatible uses as set forth in Section 621 of the Federal Cable Act. Nothing in this Agreement shall be construed to prohibit Franchisee from offering any service over its Cable System that is not prohibited by state or federal law.

c. **Authority Not Exclusive.** The Franchise and the grant of authority for use of streets, sidewalks, easements and rights-of-way as conferred in this Section 1 are nonexclusive. Franchisee shall respect the rights and property of the Issuing Authority and other authorized users of streets, sidewalks, easements and rights-of-way, and property owners. Except as otherwise required by applicable law, disputes between Franchisee and parties other than the Issuing Authority over the use, pursuant to this Agreement, of the streets, sidewalks, easements and other rights-of-way shall be submitted to the Issuing Authority for resolution.

## 2. Franchise Fees and Costs

a. **Franchise Fees.** From and after the Effective Date of this Agreement and throughout the full Term of the Franchise, Franchisee shall pay to the Issuing Authority a franchise fee equal to five percent (5%) of annual gross revenues (as defined in the Local Ordinance as in effect on the date of this Agreement).

(1) **Quarterly Payments.** Franchisee shall pay the franchise fee to the Issuing Authority on a quarterly basis, with each franchise-fee installment being payable within 45 days after the end of the applicable calendar quarter.

(2) **Refundable Minimum Applicable to Fourth and Fifth Years.** Within 30 days after the Effective Date of this Agreement, Franchisee shall pay to the Issuing Authority \$75,000 which shall be applicable to the franchise fees payable by Franchisee under this Agreement in the fourth and fifth years of the Term. In the fourth year of the Term, the initial quarterly franchise-fee installments that would otherwise be payable under this Agreement shall be reduced by \$37,500, with the balance, if any, to be paid by Franchisee to the Issuing Authority; *provided, however*, that, if the total franchise fees payable by Franchisee for the entire fourth year of the Term are less than \$37,500, the Issuing Authority shall not be required to make up the amount of the shortfall. Similarly, in the fifth year of the Term, the initial quarterly franchise-fee installments shall be reduced by the sum of \$37,500, with the balance, if any, to be paid by Franchisee to the Issuing Authority; *provided, however*, that, if the total franchise fees payable by Franchisee for the entire fifth year of the Term are less than \$37,500, the Issuing Authority shall not be required to make up the amount of the shortfall.

b. **Franchise Costs.** Franchisee, within 60 days after receipt from the Issuing Authority of a written itemization, shall reimburse the Issuing Authority reasonable costs, not to exceed \$25,000, incurred in connection with the grant of this franchise.

c. **Application Fee.** On or before the date of this Agreement, Franchisee shall pay to the Issuing Authority a nonrefundable application fee of \$6,000.

### 3. Construction of Cable System

a. **Construction Schedule.** Construction of the Cable System and provision of service shall be in accordance with the construction schedule which is attached to this Agreement as **Exhibit B**. Franchisee shall give the Issuing Authority written notice within a reasonable time before the commencement of construction, but in no event shall said notice be given less than seven days before such commencement. Throughout the construction period, Franchisee shall give the Issuing Authority a weekly schedule of construction areas and planned street disturbances. Franchisee shall comply with all applicable construction requirements of Section 621(a)(2) of the Federal Cable Act.

b. **Maintenance.** Franchisee shall maintain all wires, conduits, cables and other real and personal property and facilities owned by Franchisee and used in the operation of the Cable System in good condition, order and repair in accordance with the Preventive Maintenance Program contained in the attached **Exhibit C**.

c. **Compliance with Law.** Franchisee shall comply with all applicable federal, state and local laws and regulations governing the construction, installation, operation and maintenance of a Cable System. Such laws and regulations shall include, without limitation, the requirements of Section 621(a)(2)(A) of the Federal Cable Act to ensure that:

- (1) The safety, functioning and appearance of the property and the convenience and the safety of other persons not be adversely affected by the installation or construction of facilities necessary for a cable system;
- (2) The cost of the installation, construction, operation or removal of such facilities be borne by the cable operator or, in the unusual circumstances covered by Subsection 3.e below, by a combination of Franchisee and subscriber(s); and
- (3) The owner of the property be justly compensated by Franchisee for any damages caused by the installation, construction, operation or removal of such facilities by Franchisee.

d. **Other Construction Concerns.** In addition to the above requirements:

(1) **Codes.** Franchisee shall comply with the provisions of the 1994 National Electrical Safety Code of the National Bureau of Standards, the National Electrical Code of the National Board of Fire Underwriters and the Bell Telephone System's code of Pole Line Construction, as such codes are in force as of the time of installation or other work.

(2) **Parallel Installation.** All cables and wires or other work shall be installed parallel with existing telephone and electric utility wires whenever possible.

(3) **Engineering and Safety.** Multiple cable configurations shall be in parallel arrangement and bundled in accordance with engineering and safety considerations:

(4) **Installation Above and Below Ground.** Except where otherwise provided by applicable law in areas where both telephone and electric utilities' facilities are above ground at the time of the installation of Franchisee's Cable System, Franchisee may install its facilities above ground. In areas where both the telephone and electric utility companies' facilities are underground, Franchisee shall install its facilities underground. If the same notice is given to Franchisee and to all telephone and electric utility companies of the Issuing Authority requesting that above-ground facilities be moved underground, Franchisee will comply with all such reasonable requests by the Issuing Authority to Franchisee. The Issuing Authority

shall coordinate among Franchisee, telephone and electric utility companies and/or users of public rights-of-way to ensure that relocation is done in the most economical and appropriate manner possible.

(5) **Identification of Franchisee's Cable.** Throughout the Term, Franchisee shall arrange to identify its cable drops (by color code, stamping, engraving, tags, stickers or other appropriate method to be selected by Franchisee in its sole discretion) so as to distinguish Franchisee's cable from that of all other cable operator(s) in the Service Area.

(6) **New Programming and Technology.** In furtherance of the general policy that the services provided be innovative and modern, Franchisee will pursue a continuous policy of incorporating new technical developments into the system and will identify and respond to changing community interests and desires regarding video programming where economically and technically feasible. The Issuing Authority includes this provision in the franchise to maintain its place as a leader in using innovative and new telecommunications technology in providing municipal services to residents, business and industry.

(7) **Emergency Alert System.** Franchisee shall install as part of its Cable System, and shall operate through the Term, an Emergency Alert System (EAS) (or the successor to that system) in accordance with all requirements imposed from time to time by the Federal Communications Commission, including, without limitation, the requirements that cable television systems transmit a visual EAS message on at least one channel (47 C.F.R. § 11.51(g)(3)) and that cable systems also provide video interruption and an audio EAS message on all channels, with the audio message further stating which channel is carrying the visual message (47 C.F.R. § 11.51(g)(2)).

In establishing Franchisee's EAS system pursuant to this Section, Franchisee shall:

- a) designate a channel (which may be the government channel) which will be used for emergency broadcasts of both audio and video;
- b) inform customers of the designated emergency channel at least daily on at least one channel (which may be the government channel) of the multi-channel system;
- c) maintain all channel video blanking capability able to be activated remotely by security measures deemed mutually agreeable by the Issuing Authority and Franchisee;
- d) test the emergency override system not less than every three months;
- e) cooperate with the Issuing Authority on the use and operation of the emergency alert override system; and
- f) develop a reasonable and practical plan (with the Issuing Authority's concurrence) in order to provide continuity of multi-channel service, and response to service calls in the event of a natural or man-made emergency.

e. **Installation Costs.** Franchisee shall build its Cable System so that it is capable of providing service to all residences located along public rights-of-way and public institutions located within the Service Area. Franchisee shall install its Cable System at then-prevailing installation charges except as provided below:

(1) **Drops Exceeding 175 Feet.** Where the drop to the customer's home is more than 175 feet in length, in addition to the prevailing installation charge, Franchisee may charge the customer the actual

difference between Franchisee's cost of installing a 175-foot drop and the cost of installing the longer drop required by the customer.

(2) **Service Area Extensions.** In any areas adjacent to the Service Area which are annexed by the Issuing Authority during the Term, where the residence of a customer requesting service is more than 500 feet from the existing Cable System (where above-ground installation is permitted) or 250 feet of distance from the existing Cable System (where underground installation is required), service will be provided if the customer requesting service (or persons, on a pro rata basis) contribute the actual cost of material and labor for the portion of construction that is beyond the then-applicable distances described above.

f. **Ownership of Installed Cable.** Franchisee shall own all cable installed by Franchisee within the Service Area; *provided, however*, that, if a similar requirement is imposed upon (by law, ordinance or regulation) all other cable operator(s) within the Service Area, Franchisee agrees that its customers shall own all cable installed by Franchisee inside the customers' dwellings *plus* such further length of cable extending beyond the dwellings' exteriors as is required by law.

#### 4. Service Area Line Extension

a. **General Density Requirement.** During the Term of the Franchise, Franchisee shall be required to make service available to all homes within the Service Area *except for* the two areas along Maple Road which are described more particularly in the attached Exhibit E (collectively, the "Maple Road Areas").

b. **Exception for Maple Road Areas.** Notwithstanding the foregoing density requirements, Franchisee agrees that, in the Maple Road Areas, Franchisee shall make available the following actual cost-sharing arrangement with potential customers if Franchisee receives written requests from a minimum of 10 potential subscribers per linear mile or an equivalent pro rata number based upon the actual length of the extension:

(1) **Formula.** In such an actual cost-sharing arrangement, Franchisee's per-home passed share will be the result of dividing the per-mile actual cost of the entire project by 20. The customer's share will be the result of dividing the per-mile actual cost of the entire project by the number of serviceable homes per mile passed in the project and subtracting Franchisee's share. For example, in a one-mile project in the Maple Road Areas that has an actual cost of \$10,000 and passes 15 homes, Franchisee's share per home is \$500 (which is based upon  $\$10,000/20$  homes per mile), and the customer's share is \$166.66 (which is based upon  $\$10,000/15$  homes per mile, or \$666.66, *minus* Franchisee's share of \$500).

(2) **Installment Payments.** In such an actual cost-sharing arrangement, Franchisee will permit customer payment schedules for such installation to be paid in equal amounts over a six-month period, excluding, however, any deposit that Franchisee may require up front.

c. **Municipal Facilities.** During the Term, Franchisee shall provide, at no cost to the Issuing Authority, one above-ground cable drop of up to 175 feet and one cable converter (set top) box (if needed) to each municipal facility (as defined below) within the Service Area. If the Issuing Authority requests that a particular municipal facility receive either a cable drop which exceeds 175 feet in length and/or an underground installation, Franchisee may charge the Issuing Authority the actual difference between Franchisee's cost of installing a 175-foot above-ground drop and Franchisee's actual cost of installing the drop as requested by the Issuing Authority. For purposes of this Agreement, the term "municipal facilities" means only: (1) the public school buildings within the Service Area, (2) the public libraries within the Service Area, (3) the Issuing Authority's city hall (or comparable building), (4) police facilities within the Service Area, (5) fire facilities within the Service Area, and (6) up to 15 other facilities within the Service Area which are designated by the Issuing Authority in its absolute discretion.

5. **Public, Educational and Governmental Channels; Higher Education/Leased Access Channel**

a. **PEG Channels.** The parties acknowledge that, as of the Effective Date of this Agreement, another cable operator is currently producing and broadcasting on its Cable System within the Service Area public, educational and governmental ("PEG") access channel programming. Franchisee agrees that, to the extent necessary, Franchisee shall use its best efforts after the Effective Date of this Agreement to enter into a mutually acceptable agreement with the other cable operator so that, as soon as practicable after the Effective Date of this Agreement, Franchisee will be allowed to carry that PEG programming on Franchisee's Cable System for the balance of the Term of this Agreement. After entering into that agreement with the other cable operator, Franchisee shall begin to carry, and shall continue carrying, the PEG programming on three PEG channels on Franchisee's Cable System.

b. **Higher Education/Leased Access Channel.** During the Term, Franchisee shall provide for the use of Walsh College and all other state-accredited post-secondary-education institutions operating within the Service Area (collectively, the "Higher Education Institutions"), at the lease cost of One Dollar (\$1.00) per year, one channel (the "Higher Education/Leased Access Channel") provided that the Higher Education Institutions shall use the Higher Education/Leased Access Channel in keeping with the purposes set forth in the Institutions' corporate charters (or other governing document(s)) and within the limitations of all applicable local, state and federal laws, including the Higher Education Institutions' tax-exempt status under the U.S. Tax Code and I.R.S. regulations; provided, further, that under no circumstances shall the Higher Education Institutions use the Higher Education/Leased Access Channel to compete with Franchisee for the sale of advertising to private, for-profit businesses or entities; provided, further, that, to the extent that the Higher Education Institutions receive requests from others within the Service Area to use the Higher Education/Leased Access Channel for leased-access purposes, the Higher Education Institutions may accommodate such requests to the extent reasonably possible. The Higher Education Institutions shall give Franchisee at least six months' advance written notice of the Higher Education Institutions' intent to activate and use the Higher Education/Leased Access Channel. Franchisee may use the Higher Education/Leased Access Channel, or any portion of the channel, at any time that the channel is not being used by the Higher Education Institutions (or by other permitted users as contemplated above); provided, however, that, notwithstanding Franchisee's right to use the Higher Education/Leased Access Channel in the event it is not being used by the Higher Education Institutions (or other permitted users), at such time as the Higher Education Institutions request the return of the Higher Education/Leased Access Channel, Franchisee shall comply with that request and return or otherwise provide the Higher Education/Leased Access Channel to the control of the Higher Education Institutions within 60 days of the date of the Higher Education Institutions' request. To the extent that Franchisee is required by law to carry one or more so-called "leased access channels" on Franchisee's Cable System, the parties agree that, to the extent the parties are permitted by law to do so, Franchisee shall be entitled to treat for reporting purposes the Higher Education/Leased Access Channel as one of the leased access channels which Franchisee is required to carry.

c. **PEG Access Support**

(1) **One-Percent Payments.** Franchisee shall provide financial support to the Issuing Authority for the development and use of PEG access channel capacity, equipment and facilities by paying to the Issuing Authority in quarterly installments each year an amount equal to one percent (1%) of Franchisee's annual gross revenues on or before the dates on which Franchisee is required to pay Franchisee's quarterly franchise-fee installments based upon the same annual gross revenues.

(2) **Equipment Grant.** Within 30 days after the Effective Date of this Agreement, Franchisee shall pay to the Issuing Authority \$25,000 which the Issuing Authority may use in its absolute discretion to acquire equipment for PEG use.

(3) **Channel Relocation Fee.** Also within 30 days after the Effective Date of this Agreement, Franchisee shall pay to the Issuing Authority \$20,000 which the Issuing Authority may use in its absolute discretion to cover notification, marketing, engineering and other costs that the Issuing Authority may incur in connection with Franchisee's assignment of the Issuing Authority's PEG channels to channel positions on Franchisee's Cable System which differ from the channel positions now occupied by the channels on the incumbent cable operator's cable system.

d. **No Local Origination.** Franchisee shall not be required to operate a cablecasting studio in the Service Area. If, however, Franchisee elects in its sole discretion to operate a cablecasting studio in the Service Area, Franchisee shall comply with all applicable provisions of the Local Cable Ordinance governing Franchisee's operation of that studio for as long as Franchisee continues to operate the studio.

6. **Franchise Administration.** As one means to assist in the administration of the Franchise, the Issuing Authority (or its designated official or representative) and Franchisee shall make reasonable efforts to schedule and hold one Periodic (as defined below) conference with representatives from the Issuing Authority in order to discuss matters relating to the enforcement and administration of the Franchise. Such Periodic conferences may focus on franchise administration business matters including, but not limited to: (a) information supplied pursuant to scheduled and periodic preventive maintenance inspections; (b) public, educational, and governmental access support; (c) franchise fees; (d) response times, billing practices and other customer service items; (e) construction-related concerns; and (f) resolving or addressing concerns, questions or disputes with respect to multiple operators serving or attempting to serve the same subscriber or geographic area (including cutting of cable and/or damage to other facilities and equipment). For purposes of this provision, the term "Periodic" means: (a) quarterly until the construction of Franchisee's Cable System is completed; (b) semi-annually after the construction of Franchisee's Cable System is completed; and (c) where the parties mutually agree in good faith concerning the need to do so, the Issuing Authority and Franchisee may schedule and hold conferences more or less frequently than the foregoing requirements. Except in the case of an emergency, such conferences should be held within the normal business hours of Franchisee.

## 7. **Indemnification; Insurance; Performance and Completion Security**

a. **Indemnification.** To the extent permitted by law—

(1) **General Duty.** Franchisee agrees to defend, indemnify and save harmless the Issuing Authority and its employees, agents, servants, officers, directors, shareholders, elected officials, contractors, subcontractors and representatives (collectively, "Indemnified Party") against all damages, losses and expenses (including, without limitation, reasonable attorneys' fees and costs of suit or defense) arising from any claims, demands and suits for personal injury (fatal or nonfatal), property damage or claims of any other nature, to the extent such damages, losses or expenses arise out of or are caused by the negligent or other wrongful acts or failures to act of Franchisee or its employees, agents, servants, officers, directors, shareholders, officials, contractors, subcontractors or representatives. Notwithstanding the foregoing, this Subsection shall not apply to any liability which may accrue to the Issuing Authority with regard to the Issuing Authority's use of any channel provided for the Issuing Authority's use or arising out of the use of the emergency override capability required pursuant to this Agreement or the Local Cable Ordinance.

(2) **Franchisee's Additional Duty.** The Issuing Authority and Franchisee acknowledge that Section 635A of the Federal Cable Act limits the liability of the Issuing Authority to third parties in connection with the grant of the Franchise. In particular, Section 635A limits to injunctive and declaratory relief any relief in any court proceeding brought by a third party involving any claim arising from the regulation of cable service or from a decision to grant, renew, transfer or amend the Franchise, to the extent that relief is required by any other provision of federal, state or local law. Notwithstanding this provision, Franchisee agrees that, in addition to its duty to indemnify the Issuing Authority under Subsection 7.a(1) above, Franchisee shall indemnify and hold harmless the Issuing Authority against all damages, losses and expenses (including,

without limitation, reasonable attorneys' fees and costs of suit or defense) arising from third-party suits which either: (a) challenge the authority of the Issuing Authority to issue the Franchise; or (b) allege that, in issuing the Franchise, the Issuing Authority has acted in a disparate or discriminatory manner.

(3) **Notice and Defense.** The Indemnified Party shall give Franchisee reasonably prompt written notice of any claim, demand, action or proceeding for which indemnification will be sought under this provision of the Agreement and, if such claim, demand, action or proceeding is a third-party claim, demand, action or proceeding, Franchisee will have the right at its expense to assume the defense of such claim, demand, action or proceeding, using counsel reasonably acceptable to the Indemnified Party. The Indemnified Party shall have the right to participate, at its own expense, with respect to any such third-party claim, demand, action or proceeding that Franchisee so defends. In connection with any such third-party claim, demand, action or proceeding, Franchisee and the Indemnified Party shall cooperate with each other and provide each other with access to relevant books and records in their possession. No such third-party claim, demand, action or proceeding shall be settled without the prior written consent of the Indemnified Party, which consent the Indemnified Party shall not unreasonably withhold or delay.

b. **Liability Insurance.** Franchisee shall maintain in full force and effect, at its own cost and expense, during the Term of this Agreement:

- (1) Comprehensive General Liability insurance in the amount of \$5,000,000 per occurrence;
- (2) Comprehensive Automobile Liability insurance to the extent of \$5,000,000 per occurrence; and
- (3) Said insurance shall designate the Issuing Authority as an additional insured.

If the State of Michigan permits Franchisee to self-insure, then Franchisee may exercise its right and self-insure as long as the minimal insurance amounts outlined in this Section are met and maintained.

c. **Worker's Compensation Insurance.** Franchisee shall maintain in force, during the Term of this Agreement and any renewal or extension thereof, Worker's Compensation Insurance, covering its obligations under the Worker's Compensation statute, and shall show to the reasonable satisfaction of the Issuing Authority that such insurance is in effect at all times.

d. **Security for Performance**

(1) Franchisee shall furnish to the Issuing Authority security ("Security") for Franchisee's performance in an amount totaling at least twenty-five thousand dollars (\$25,000.00). This Security shall be provided in the form of a cash security fund, a letter of credit or some other form that is mutually agreeable to the parties. The purpose of this Security is to ensure performance of all requirements imposed by this Agreement on Franchisee *other than* Franchisee's construction obligations under this Agreement (which shall be covered by a construction letter of credit, as described below). Further, the purpose is to guarantee that should Franchisee not fulfill any obligations imposed by this Agreement (or, where applicable, the Local Cable Ordinance), then the Security may be used to make whole (to the extent of the Security) any monetary losses incurred by the Issuing Authority. The term of this Security shall expire one year immediately following the Effective Date of this Agreement; *provided, however*, that, if after the expiration of the Security Franchisee fails to perform when due any of its obligations under this Agreement (other than its construction obligations), and if Franchisee fails to cure that default within 30 days after its receipt of written notice describing that default, Franchisee shall immediately reinstate the Security and maintain the Security for the then-remaining balance of the Term.

(2) Franchisee shall also furnish to the Issuing Authority a construction/completion letter of credit ("Construction L/C") before it commences a construction, upgrade, rebuild or repair/maintenance project that has a capital construction cost or outlay exceeding fifty thousand dollars (\$50,000.00) in value. The amount of the initial Construction L/C shall equal \$750,000. The term of the Construction L/C shall be the actual construction period.

(3) The Construction L/C shall specifically guarantee that Franchisee will timely abide by its construction, upgrade, rebuild or repair/maintenance schedule for the Cable System and/or any timetable for technical and service improvements or additions to the Cable System as may be committed to, or agreed upon, from time to time by the Issuing Authority and Franchisee.

(4) If the Issuing Authority draws on either the Construction L/C or the Security as a result of Franchisee's failure to timely discharge its obligations or failure to construct and activate the Cable System or failure to complete a Cable System upgrade or rebuild or repair/maintenance, then Franchisee shall be required, within thirty (30) days, to replenish such Construction L/C or Security to the minimal level required by this Agreement.

## 8. Privacy

a. **Cable Tapping Prohibited.** Franchisee shall not, nor shall Franchisee knowingly permit any person, agency, or entity, without the customer's consent, to tap, or to arrange for the tapping, of any cable line, signal input device or customer outlet or receiver for any purpose except routine maintenance of the system, polling with audience participation or audience viewing surveys to support advertising research regarding viewers where individual viewer behavior cannot be identified.

b. **Invasion of Privacy Prohibited.** In the conduct of providing its services or pursuit of any collateral commercial enterprise resulting from its services, Franchisee shall take all action necessary to prevent an invasion of a customer's right to privacy as such right is defined by applicable law. Franchisee shall not without lawful court order utilize the Cable System's interactive two-way equipment or capability for personal surveillance of any customer or general citizen.

c. **Sale of Personalized Data Restricted.** Franchisee shall not sell or otherwise make available lists of the names and addresses of customers, or any list which identifies, by name, customer viewing habits, or personalized data pertaining to a customer's use of any of Franchisee's services without the express written consent of the customer to which the personalized data pertains. For purposes of this Section, "personalized data" shall mean the name and/or address of an individual customer directly associated with data obtained on his or her use of specific services provided by or through Franchisee. Nothing in this Agreement shall be construed to prevent, as a normal incident of commercial enterprise, the sale or availability of "non-personalized" or "aggregate data" which is not personalized data as defined in this Agreement.

d. **Landlord/Tenant.** Franchisee shall be required, in accordance with this Agreement and applicable law, to provide service to individual units of a multiple housing facility with all services offered to other dwelling units within the Service Area, so long as the owner of the facility consents in writing, if requested by Franchisee, to the following:

- (1) To Franchisee's providing of the service to units of the facility;
- (2) To reasonable conditions and times for installation, maintenance and inspection of the system of the facility premises;

- (3) To reasonable conditions promulgated by Franchisee to protect Franchisee's equipment and to encourage widespread use of the system; and
- (4) To not demand or accept payment from Franchisee for permitting Franchisee to provide service to the facility and to not discriminate in rental charges, or otherwise, between tenants who receive cable service and those who do not.

e. **Annual Compliance Statement.** After each year during the Term, Franchisee shall submit to the Issuing Authority an Annual Compliance Statement in substantially the same form as the attached Exhibit D, certifying as to Franchisee's compliance with all applicable provisions of the Local Cable Ordinance and this Agreement, including, without limitation, this Section 8.

9. **Taxes, Rates and Charges.** Nothing contained in this Agreement shall be construed to exempt Franchisee from any tax, levy or assessment which is or may later on be authorized by law. With respect to rates and charges, the parties agree that they will abide by federal law and Federal Communications Commission ("FCC") Regulations.

#### 10. Assignment, Transfer or Sale of Franchise

a. **General.** There shall be no assignment of Franchisee's Franchise, in whole or in part, by Franchisee without the prior express written approval of the Issuing Authority. As used in this Agreement, the terms "assigned" and "transferred" shall mean any transaction which involves a "transfer of ownership in a cable system," within the meaning of 47 U.S.C. 537(a), as implemented by 47 C.F.R. Section 76.502 (with the exception of those transactions exempted in 47 U.S.C. 537(c)(3), as implemented by 47 C.F.R. Section 76.502(f)(3)).

b. **Three-Year Holding Requirements.** Franchisee shall comply with (where applicable) the Federal Cable Act's provisions and the FCC rules and regulations concerning the three-year holding requirements for the sale of a Cable System.

c. **Assignments Without Consent.** Any assignment or transfer without such prior written consent shall constitute a default of such Franchise and may be subject to revocation.

d. **120-Day Petition.** At least 120 days before such a proposed assignment of Franchisee's Franchise is scheduled to become effective, Franchisee shall submit a written petition ("Petition for Consent") for the Issuing Authority's written consent for such a proposed assignment. At the time Franchisee submits the Petition for Consent, Franchisee (or Franchisee's proposed assignee) shall also file with the Issuing Authority a substantially complete (as defined below) FCC Form 394 (or successor form) together with the information referenced in Subsections e, h and i of this Section. As used in this Subsection, the term "substantially complete" means that the Issuing Authority has been supplied with all information required by the request that is necessary to make a determination on the transfer request.

e. **Consent Not Unreasonably Withheld.** The Issuing Authority shall not unreasonably withhold its consent to such an assignment. However, in evaluating the Petition for Consent, the Issuing Authority may undertake, at the sole expense of Franchisee's proposed assignee, a technical inspection and audit of the system to determine whether the Cable System complies with all applicable technical codes, as well as complies with, and operates within, the construction and construction-related practices set forth in this Agreement. Also, the technical inspection and audit are designated to determine the technical integrity and stability of the present Cable System. In evaluating the Petition for Consent, the Issuing Authority may also analyze all franchise fees and any other moneys then owed by Franchisee to the Issuing Authority under this Agreement. Furthermore, the Petition for Consent shall include such financial information as the Issuing

Authority may require in order for the Issuing Authority to determine whether the potential assignee has the financial ability to assume the obligations of the Franchise. The Issuing Authority shall determine whether the potential assignee has the ability to assume the obligations of Franchisee.

**f. Technical Inspection Deadlines.** Should the Issuing Authority undertake a technical inspection pursuant to Subsection 10.e of this Agreement, the Issuing Authority shall conduct such inspection no sooner than 15 days after receiving the Petition for Consent, and the Issuing Authority shall receive the technical inspection and audit report at least 30 days before the proposed Cable System assignment, transfer or sale is to occur.

**g. Opportunity to Cure.** Should the Issuing Authority determine (as a result of the technical inspection and audit) that the Cable System does not comply with federal, state or local standards, then the current Franchisee shall have an opportunity to correct and/or cure the area of noncompliance or operational deficiency. In the alternative, the Issuing Authority may work with both the current Franchisee and the proposed assignee in order to cure, correct or resolve the area of noncompliance or operational deficiency.

**h. Submission of Operational Reports and Data.** If Franchisee has not previously supplied the Issuing Authority with certain operational reports and data, then Franchisee shall submit the following reports when it submits its FCC Form 394:

- (1) FCC Form 395-A relating to equal employment;
- (2) FCC Form 320 concerning cumulative leakage index (CLI);
- (3) periodic revenue statements in the form and format required by the Issuing Authority;
- (4) preventive maintenance reports in the form, frequency and detail required by the Issuing Authority; and
- (5) service outage logs in the form and format required by the Issuing Authority.

**i. Submission of Sale Agreement or Summary of Obligations.** At the time that Franchisee submits its written petition, it shall also submit a copy of the completed sales agreement, or a functionally equivalent instrument, between Franchisee and the proposed assignee, so that the Issuing Authority may discover the assumption of obligations by Franchisee and the proposed assignee with respect to the Cable System. In lieu of the sales agreement, the Issuing Authority may accept an attested summary of the obligations assumed by Franchisee and the proposed assignee. The Issuing Authority may request, and Franchisee shall provide, additional relevant information, so long as neither the request nor the submission of such information would be expressly prohibited by law.

**j. Affidavit of Proposed Assignee.** Before an assignment is approved by the Issuing Authority, the proposed assignee shall execute an affidavit stating that it has read, understood and will abide by both applicable law and this Agreement.

**k. Assumption of Obligations by New Franchisee.** In the event of any approved assignment, the new Franchisee will assume all obligations and liabilities of the former Franchisee.

**l. Disposition of Petition for Consent.** Consistent with both the Federal Cable Act and FCC implementing rules, the Issuing Authority shall have 120 days from the date of a substantially complete FCC Form 394—together with all required exhibits, data and reports—to act upon Franchisee's Petition for

Consent. The Issuing Authority may either approve the Petition for Consent or, for cause, not approve the Petition for Consent.

**m. Failure to Act in 120 Days.** Consistent with both the Federal Cable Act and the FCC implementing rules, should the Issuing Authority fail to act upon Franchisee's Petition for Consent within the 120-day time-frame, Franchisee's Petition for Consent shall be deemed granted unless the Issuing Authority and Franchisee otherwise agree to an extension of time in order to review the data submitted on behalf of the Petition for Consent.

**n. Resubmission of Petition.** Should the Issuing Authority, for cause, not approve a Petition for Consent, then Franchisee may immediately submit another Petition for Consent. In such a situation, then the 120-day time-frame runs anew. In such a situation, the procedural and substantive provisions of both federal and state law must be met.

**o. Exception.** This Section 10 shall not apply to any sale, assignment or transfer to one or more purchasers, assignees or transferees controlled by, controlling, or under common control with Franchisee, and Franchisee shall be permitted to effect any such sale, assignment or transfer without obtaining the prior approval of the Issuing Authority, *provided* that the Franchisee shall in any event fully comply with all federal, state and county laws and regulations that are applicable to the completion of such sale, assignment or transfer, and *provided further* that such sale, assignment or transfer shall not relieve Franchisee of its liability or obligation under this Agreement unless otherwise agreed to in writing by the Issuing Authority.

**11. Renewal of Franchise.** The Issuing Authority and Franchisee agree that any proceedings undertaken by the Issuing Authority that relate to the renewal of Franchisee's Franchise shall be governed by and comply with applicable federal law, including the renewal provisions in Section 626 of the Federal Cable Act as then in effect.

**12. Force Majeure.** Any delay, preemption, or other failure to perform, including but not limited to system construction, caused by factors beyond the parties' reasonable control, such as an act of God, war, riot, or government, administrative or judicial order or regulation, shall not result in a default of this Agreement. Each party shall exercise its reasonable efforts to cure any such delays and the cause thereof, and performance under the terms of this Agreement shall be excused for the period of time during which such factor continues.

### **13. Revocation of Franchise**

**a. Major Breach of Franchise.** When any event, act or omission on the part of Franchisee occurs which represents a substantial or repeated violation of a material provision of this Agreement, then such event, act or omission may be considered a major breach of this Agreement. Under such circumstances, the Issuing Authority shall notify Franchisee in writing by certified mail, of the specific breach, and direct Franchisee to comply with all the provisions of this Agreement for which the Franchisee is in violation.

**b. Events of Default.** The events, acts and omissions referred to in this Section are the following: (1) bankruptcy; (2) insolvency; (3) failure to pay taxes or franchise fees; (4) failure to receive written Issuing Authority approval for assignment or transfer; or (5) a major breach of this Franchise (as noted in Subsection 13.a above) that remains uncured for the 60-day cure period described in Subsection 13.c below. They do not include events in the nature of force majeure.

#### **c. Public Hearing**

**(1) Scheduling and Procedures.** No sooner than 45 days after such written notice if notice of the breach is sent by certified mail to Franchisee, the Issuing Authority may set a date for a public hearing

on the matter. The hearing shall afford full due process to Franchisee and shall be held on the record. Both Franchisee and the Issuing Authority shall be permitted to compel the attendance of witnesses and the production of documents, to present evidence and to cross-examine witnesses. The public hearing may be canceled at any time, if the Issuing Authority is satisfied that Franchisee has corrected and/or cured the violation.

(2) **Notice.** The Issuing Authority shall provide written notice, by certified mail, to Franchisee of the time and place of said public hearing in a manner consistent with state law.

(3) **Evidence Regarding Status of Alleged Violation.** At the time of the hearing, Franchisee may present information on the current status of the alleged breach of the Franchise. If the situation has been resolved, or steps are being taken to resolve the situation, then Franchisee should present such information at the hearing.

(4) **Effect of Failure to Attend.** If Franchisee fails to attend the hearing, or submit a written response, or request a continuance of the hearing, then Franchisee shall be deemed to have waived its right to a further continuation of the matter, and may be declared in default of the Franchise.

d. **Alternatives if Violation is Found.** The Issuing Authority may (once it has held the public hearing) direct the Franchisee to take corrective action within a specified period of time, or may declare the Franchisee in default of this Agreement, and afterwards, revoke, terminate or cancel the Franchise.

e. **Notice to Franchisee.** If the Issuing Authority directs corrective action to take place within a specified time or declares the Franchisee in default of this Agreement, then that declaration shall be reduced to writing, and the notice of corrective action or default shall be mailed, by certified mail, or in the alternative may be hand-delivered, to Franchisee within 15 days of the Issuing Authority's action.

f. **Revocation for Failure to Correct Violation.** If, within 45 days after receipt of the notice of the Issuing Authority's direction of corrective action as provided in this Section, Franchisee does not take significant action to rectify the breach, or submit a plan detailing how the Franchisee will eliminate the breach, then the Issuing Authority may revoke Franchisee's Franchise and shall notify Franchisee immediately; *provided however*, that such revocation shall not be effective any earlier than 30 days following the date of such notification.

14. **Continuity of Service.** As to continuity of service, and subject to Franchisee's federal and state constitutional and statutory rights which the parties are deemed not to have waived under this Agreement, the parties agree as follows:

a. **Service After Revocation, Termination, Nonrenewal, Abandonment or Withdrawal.** Subject to applicable federal and state law, Franchisee shall provide service for an interim period of up to 24 months beyond:

- (1) Any then-existing Term of this Franchise Agreement or any renewal of the Term;
- (2) 45 days' notice from Franchisee to the Issuing Authority of Franchisee's proposed abandonment, withdrawal or cessation of service; or
- (3) The effective date of any revocation, termination or nonrenewal/expiration (absent renewal) of this Agreement.

b. **Issuing Authority Assistance.** During such interim period, the Issuing Authority will assist and otherwise use its best efforts to assist Franchisee in providing a satisfactory basis for Franchisee to continue providing service under this Agreement.

c. **Revenues.** During any such interim period in which Franchisee continues to provide service, Franchisee is entitled to all revenues collected, less any franchise fees or other moneys owed to the Issuing Authority; *provided, however*, that Franchisee is not required during any such interim period to provide service if the revenues collected are less than the operating costs incurred.

15. **Severability.** If any provision of this Agreement or any related agreement is held by any court or by any federal, state or county agency of competent jurisdiction to be invalid as conflicting with any federal, state or county law, rule or regulation now or later on in effect, or is held by such court or agency to be modified in any way in order to conform to the requirements of any such law, rule or regulation, that provision shall be considered as a separate, distinct and independent part of this Agreement or such other agreement, and such holding shall not affect the validity and enforceability of all other provisions of this Agreement or such other agreement. In the event that such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the affected provision of this Agreement (or such other agreement) which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, that provision shall immediately return to full force and effect and shall afterwards be binding on the parties to this Agreement, *provided* that the Issuing Authority shall give Franchisee 60 days' written notice of such change before requiring compliance with that provision.

#### 16. Relationship of This Agreement to Local Cable Ordinance and Federal Law

a. **Local Cable Ordinance Generally Controls.** Except as noted in Subsection 16.b below, the Local Cable Ordinance in effect on the Effective Date of this Agreement shall control and prevail.

b. **Exceptions.** In the case where this Agreement, as may be amended by mutual consent of the parties, contains a clarification or amendment with respect to one or more provisions or sections of the Local Cable Ordinance, and where such clarification or amendment is contained in this Agreement, then the specifically noted clarification or amendment contained in this Agreement controls, but only in those specific circumstances.

c. **Franchisee to Abide by the Governing Ordinance.** Franchisee agrees to abide by the Local Cable Ordinance in effect on the Effective Date of this Agreement (the "Governing Ordinance"). Amendment or modification of the Local Cable Ordinance or passage of a future ordinance by the Issuing Authority regulating cable operators shall not apply to Franchisee, and Franchisee shall continue to be governed by the Governing Ordinance in a legal, nonconforming status under the amended or new ordinance. Notwithstanding the above, Franchisee will be expected to comply with, and abide by, any valid present or future ordinance (1) necessary to implement the cable rate regulation provisions of federal law, or (2) generally applicable to all businesses in the Service Area.

d. **Applicability of Federal Law.** All provisions of the Governing Ordinance and this Agreement shall be governed by federal law.

#### 17. Miscellaneous

a. **Entire Agreement; Amendment.** This Agreement, the documents that are referred to in this Agreement and the documents that are to be delivered pursuant to this Agreement constitute the entire agreement among the parties pertaining to the subject matter of this Agreement, and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or

written, and there are no representations or other agreements among the parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. No amendment, supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound by such amendment, supplement, modification, waiver or termination. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing by the waiving party.

**b. Notice**

(1) **To Issuing Authority.** All notices required or permitted to be given to the Issuing Authority under any provisions of this Agreement shall be in writing and shall be deemed served:

- (a) When delivered by hand or by Federal Express or similar service to the Issuing Authority's offices during normal business hours; or
- (b) When mailed to any other person designated in writing in this Agreement to receive such notice, via certified mail, return receipt requested.

(2) **To Franchisee.** All notices required to be given to Franchisee under any provision of this Agreement shall be in writing and shall be deemed served when delivered by one of the methods described in Subsections 17.b(1)(a) and (b) above.

(3) **Addresses.** Notice shall be given to the following addresses:

**If to Issuing Authority:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**With a Copy to:**

Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**If to Franchisee:**

Ameritech New Media, Inc.  
Attention: Renee M. Martin, Esq.  
Vice President and General Counsel  
300 South Riverside Plaza  
Suite 1800 North  
Chicago, Illinois 60606

**With a Copy to:**

Cross Wrock, P.C.  
Attention: Steven W. Wells, Esq.  
400 Renaissance Center  
Suite 1900  
Detroit, Michigan 48243

Either party may change its address for notice purposes at any time by giving notice of such address change in accordance with the foregoing.

c. **Successors.** Subject to Section 10 of this Agreement, this Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and assigns.

d. **Counterparts; Headings.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Agreement. The Table of Contents and the Section and Subsection headings in this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement.

e. **Interpretation.** Unless the context requires otherwise, all words used in this Agreement in the singular number shall extend to and include the plural, all words in the plural number shall extend to and include the singular, and all words in any gender shall extend to and include all genders.

f. **Exhibits.** If a document or matter is disclosed in any Exhibit to this Agreement, it shall be deemed to be disclosed for all purposes of this Agreement without the necessity of specific repetition or cross-reference. Unless expressly provided otherwise, all capitalized terms used in any Exhibit to this Agreement shall have the definitions specified in this Agreement.

IN WITNESS OF THIS AGREEMENT, the parties have signed below, effective as of the Effective Date, by their duly authorized representatives.

WITNESSED:

Ester Corbin  
Ester Corbin  
MaryAnn Hays  
MaryAnn Hays

WITNESSED:

Jonathan I. Taib  
Jonathan I. Taib  
Debra J. Theodore  
Debra J. Theodore

CITY OF TROY

By Jeanne M. Stine  
Jeanne M. Stine  
Its Mayor  
Tamara A. Renshaw  
Tamara A. Renshaw  
City Clerk

AMERITECH NEW MEDIA, INC.

By Walter J. Wagner  
Walter J. Wagner  
Its VP - Finance

## EXHIBIT A—EQUIPMENT DIMENSIONS

1. **Node Boxes.** In each approximately 500-home cluster within the Service Area ("Cluster"), Franchisee contemplates installing one node box.
  - a. **Standard Node Box.** The standard node box measures 40" (l) x 24" (w) x 51" (h), and it sits upon a cabinet slab which measures 55" (l) x 38" (w) x 4" (h).
  - b. **Special Node Box.** In areas where it would be obtrusive or otherwise inappropriate to install a standard node box, Franchisee can install a special LPC (low profile) node box which measures 54" (l) x 24" (w) x 18" (h) upon a cabinet slab of the same dimensions given above.
2. **Hand Holes.** Franchisee contemplates installs from one-to-two hand holes (similar to manholes) in each Cluster. Hand holes are fiberglass enclosures which are buried and have the following dimensions: 30" (l) x 48" (w) x 36" (h).
3. **Pedestals**
  - a. **Standard Pedestals.** In each Cluster, Franchisee contemplates installing from 40-to-50 standard pedestals which have the following dimensions: 8" (l) x 8" (w) x 27" (h).
  - b. **Larger Pedestals.** Franchisee also contemplates installing in each Cluster from five-to-eight larger pedestals measuring 10" (l) x 10" (w) x 39" (h).
  - c. **Largest Pedestals.** Franchisee further contemplates installing in each Cluster from five-to-eight pedestals measuring 17" (l) x 11" (w) x 39" (h).

## EXHIBIT B - CONSTRUCTION SCHEDULE

	Service to Initial Subscribers	Construction Completion
City of Troy	18 Months	36 Months

## ANM ARCHITECTURE

The Ameritech New Media (ANM) network architecture is made up of three primary levels of geographic distribution. These levels are the Video Operations Center (VOC), the Video Serving Office (VSO) and the Video End Office (VEO). Each office in the hierarchy also provides the functions of the lower offices in that hierarchy. That is, a VSO can also be a VEO, and a VOC may also be a VSO and/or a VEO.

The VOC serves a metropolitan area. Control and management of the ANM distribution network are performed at the VOC. The VOC is also the primary entry point for multicast programming to the ANM network. Within the VOC, video, audio and data information for the metro serving area is collected and formatted for transport over the ANM inter-office distribution network. The VOC is also the primary operations point for the Integrated Network Management System (INMS) which provides continuous monitoring of all facilities and systems used to deliver ANM's services to customers. Inter-office communications and administrative traffic are carried by a separate interoffice network called the Management and Support Network (MSN).

Programming information received at the VOC is transported to VSOs via a fault tolerant fiber optic network called the Metropolitan Video Transport System (MVTS). The MVTS is designed for cost effective, distribution of digitized video/audio signals to multiple VSOs within the metropolitan area. The VOC and VSOs are connected by fiber paths in a redundant architecture to allow reliable delivery. The MVTS consists of equipment nodes at each office location. At these sites video/audio/data signals are added, dropped off, processed, multiplexed, converted from analog to digital and digital to analog, and combined for distribution to sites further downstream, or toward local users.

Each VSO within the MVTS ring initiated at the VOC is associated with its own serving area of subscribers. The VSO has the ability to support the distribution of services to some 200,000 or more homes within a given metropolitan area. At the VSO, the incoming signals are passed through an optical splitter which forwards one set of the incoming signals in their original digital form to the next VSO over the MVTS, and sends the other set of signals to MVTS de-multiplexers. These devices convert the optical signals to electrical signals, strip off a specified number of channels which are provided by the VOC for distribution to the VSO serving areas, demultiplex the selected digital signals, and convert them from digital-to-analog. Text and data may be inserted into the television signals at the VSO. The VSOs can also insert locally originated channels, such as public access, education and government for delivery only to their sub-sets of their specific serving area.

The VSO transports information to the VEOs via an analog fiber system called the Analog Video Transport System (AVTS). The AVTS is optimized for one-way delivery of Radio Frequency (RF) video "channels." All of the channels, ultimately available to an individual subscriber, are assembled at the VSO for delivery to the VEOs. The initial deployment three strands of fiber with channel groupings of 40 channels, 30 channels, and 40 channels<sup>1</sup> respectively. These groupings are based on optimizing the link performance and the "reach" of the AVTS network within the initial spectrum of 750 MHz. In addition, the VSO will be the preferred location where Public, Education and Government (PEG) access channels are inserted into the ANM network, but the VEO will also be used in some situations. By inserting this programming at the VEO or VSO, PEG information can be distributed either to individual communities or to groups of communities who may desire to share certain of the access channels.

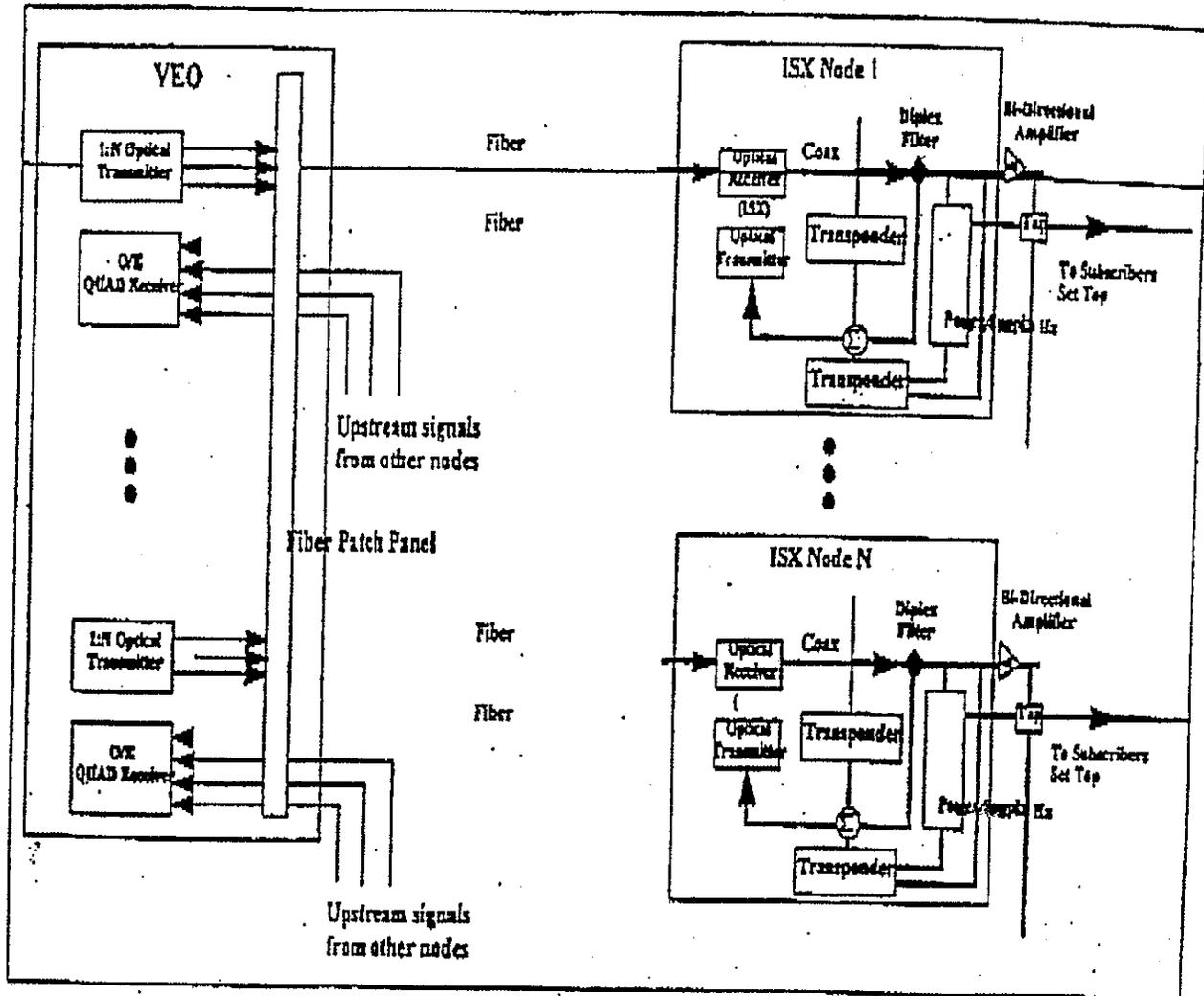
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<sup>1</sup> The DMC and SI services will use the remaining channels on the AVTS.



At a pedestal or pole near the consumer, a port on a coaxial cable tap is used to connect a coaxial drop cable from the coaxial distribution network to the subscriber site. Inside wiring carries signals to and from the subscriber premise equipment. The 500-home node also contains power and battery back-up to support the active elements of the hybrid fiber coax plant. A transponder provides the node elements with a communication path back to the Network Management System for the administration and monitoring of system performance.

## AMC HFC



### Subscriber RF Interface

The subscriber RF interface will have its origination at the network provided ground block that will be placed at the subscriber's location and located in a network provided Network Interface Unit (NIU). The connection point to the Ameritech ANM network will be the subscriber side of the ground block which has the following physical characteristics:

Item	Specification
Connector Type .....	Female "F"
Nominal Center Conductor Diameter (In) .....	0.032 to 0.04
Thread Type .....	3/8"-32-2A
Impedance ( $\Omega$ ) .....	75 (Nominal)

The quality and level of the downstream (forward path) RF electrical signal provided at the ground block will be dependent on the number of amplifiers in cascade, and the distance that the subscriber is from the tap (improving with decreased distance), but will meet the specifications listed below:

Item	Specification*
Frequency Range (MHz) Forward Path .....	54 to 750
Frequency Range (MHz) Reverse Path .....	5 to 40
Maximum Visual Carrier Level Difference [After 30m of Drop Cable] (dB) .....	10.0
In Channel Frequency Response [-0.5 to 3.75 MHz Relative to Visual Carrier] (dB) ..	$\pm 2.0$
Minimum Signal Level per Visual Carrier (dBmV) ..	+3.0
Maximum Signal Level per Visual Carrier (dBmV) ..	+15.0
Minimum Visual Carrier to Noise (dB) .....	43.0
Maximum Composite Non-Coherent Triple Beat (dBc)	-51.0
Maximum Composite Non-Coherent Second Order (dBc)	-51.0
Hum Modulation of Visual Carrier (%)	3.0
<b>Modulation Format:</b>	
Analog .....	NTSC, AM-VSB
Digital .....	256-QAM
Digital Encoding Format: .....	MPEG-2

\*ANM's specifications will be equal to or better than those required for compliance with the Federal Communications Commission Title 47, Part 76, Subpart K, Item 76. 601 ff. This includes changes anticipated by the FCC for 12/30/99 effectivity, at which time the specifications stated must be met at the subscriber terminal and not the subscriber tap or network ground block. The initial service offering will be carried in the 54 to 750 MHz frequency range. However, with upgrades in distribution equipment, that spectrum can be expanded to 1 GHz and beyond as driven by market demand and equipment availability.

All performance specifications are based on CW carriers. 256-QAM signals do not have periodic fixed frequency carriers like AM-VSB signals. The minimum carrier level specified for 256-QAM as the design objective represents the average power level into a 75 Ohms load read by an RMS power meter when an unmodulated CW sinusoidal carrier at the middle of a 6 MHz passband is transmitted by the network 256-QAM modulator. The CW carrier power level is set to the same average power read by an RMS power meter when an actual 256-QAM symbol stream is fed to the 256-QAM modulator at the head-end. As for the minimum visual carrier to noise ratio for 256-QAM, the design objective is to achieve a low enough probability of error for compressed image payload at that carrier-to-noise ratio after error correction.

## CHANNEL CAPACITY

There are many configuration-options vis-à-vis the allocation of spectrum among the Analog Multicast, Digital Multicast, and Switched Interactive Applications.

In general, the 750 spectrum, initially to be made available for services, has been assigned to "upstream" (communications FROM subscribers), and "downstream" (communications TO subscribers). The upstream communications has been assigned spectrum in the range of 5 to 40 MHz, while downstream communications are contained within the range of 50 to 750 MHz.

The latter range is further subdivided among the "video, audio and data services" delivered to subscribers, and "network administration functions." The video services comprise approximately 110, 6-MHz "slots." These slots may contain video in either conventional NTSC television format—the same as broadcast over-the-air to conventional TV sets, or in "MPEG-2" digital format.

Initially, we expect 70 to 90 of the 110 slots to be occupied by the conventional NTSC analog video—that is, Analog Multicast Service. Of the 20 to 40 remaining slots, each that is dedicated to Digital Multicast use—a compressed digital broadcast of video—can support the equivalent of 12 analog TV channels, on average. (The data throughput rate of a digital "channel-slot" is such that there can be, as extremes, as few as two or three "high definition, color" videos, and as many as 20 "black and white" videos.) When assigned to "Switched Interactive" use—a session "dedicated" to the requesting subscriber rather than "broadcast," we expect the 6 MHz slot to support 15 simultaneously active subscribers—a range of 10 to 20, depending upon content mix.

If we were to assign the 110 channels as 70 and 40 for Analog Multicast and Digital Multicast, respectively, we might express channel capacity as  $(70 \times 1) + (40 \times 12)$  or 550 "video channels." Note that if we were then to allocate, say, 10 of the Digital Multicast Channels to Switched Interactive use, we could continue to replicate and re-use those 10 channels, as many times as necessary within the total universe of users, to meet the total traffic demand of those users. This is done by combining the "same set" of multicast channels with "different sets" of switched channels, within the "different" HFC-feeds to "different groups" of subscribers.

Note that any capacity estimates, such as those above, represent "snapshots in time," representative of currently off-the-shelf techniques. Over time, we expect digital compression efficiencies to improve, and newer, data communication technologies to increase the "channel-slot" through-put.

## SUBSCRIBER COAXIAL COMPONENTS

The performance of the subscriber indoor coaxial components will be very important to the quality of the video service. To that end, Ameritech is recommending the following characteristics for those components.

**Coaxial Cable:** The coaxial cable used inside the house should be RG-6 with a foil and braid structure and a minimum of 60% braiding. An RG-59 cable can also be used, but will introduce higher loss than the RG-6 design. All cable should have a 75 ohm impedance.

**Splitters:** Splitters should have a 75 ohm impedance, be bi-directional, low loss, have a high return loss (12.0 dB), and be rated minimally to 750 MHz (1 GHz is preferred). Unused splitter terminals must be terminated for optimum performance.

**Connectors:** Connectors should be "F" type with a 75 ohm impedance, have a low loss, and be of a design that provides good connectivity with the shield of the coaxial cable while not crushing the cable itself.

**Indoor Amplifiers:** Indoor amplifiers should be bi-directional with a passband of 54 to 750 MHz (54 to 1000 MHz is preferred) in the forward path, and minimally 5 to 40 MHz in the reverse path. They should also have a high return loss (12.0 dB), a low noise figure (10 dB), and have a 75 ohm impedance.

The ANM Architecture is designed using state-of-the-art electronics technology to deliver video information with the least possible amount of signal degradation and yet be economically viable. In addition, the ANM Architecture is flexible enough to integrate future technology advances in order to provide superior levels of service to the consumer.

## EXHIBIT C—PREVENTIVE MAINTENANCE PROGRAM

1. Daily inspection, and adjustment if necessary, of the signal quality on each cable channel.
2. Daily scan, and adjustment if necessary, of carrier levels with spectrum analyzer.
3. Daily logging of any and all adjustments made to headend or the antenna tower.
4. Daily monitoring, and logging, of signal leakage, and repair if necessary, to ensure that Cable System is within FCC allowed levels.
5. Inspection of drops as integral part of every service call, and schedule for replacement, if necessary.
6. Inspection and recording of signal levels at the time of each service call.
7. Weekly monitoring, and adjustment if necessary, of headend audio and video carrier levels.
8. Monthly monitoring, and adjustment if necessary, of headend video cipher AGC levels.
9. Weekly monitoring, and adjustment if necessary, of satellite receiver input carrier:noise.
10. Monthly monitoring, and adjustment if necessary, of headend audio and video modulation levels.
11. Quarterly performance measurements in accordance with FCC technical specifications (and adjustment if necessary) at a minimum of four extremities of the distribution system to include:
  - a. Video and audio signal levels;
  - b. Overall difference in signal level or response flatness;
  - c. Hum modulation;
  - d. Carrier:noise; and
  - e. Signal ingress.
12. Monthly monitoring, and adjustment if necessary, of headend scrambler levels.
13. Annual inspection, and repair if necessary, of all standby power supplies.
14. Semi-annual monitoring, and adjustment if necessary, of headend RF input levels to off-air processors.
15. Semi-annual inspections, and repair if necessary, of:
  - a. Antenna tower;
  - b. All earth stations; and
  - c. Buildings and fences.

16. Semi-annual extremity tests in accordance with FCC technical specifications (and adjustment if necessary) of the distribution system to include:
  - a. Cross modulation distortion;
  - b. Composite second and third order products; and
  - c. RF sweep response.
17. Annual testing of cumulative leakage index in accordance with FCC technical specifications.
18. Annual extremity tests (and adjustment if necessary) of the distribution system in accordance with FCC technical specifications to include:
  - a. Twenty-four hour signal level stability; and
  - b. Channel response flatness.

**EXHIBIT D—ANNUAL COMPLIANCE STATEMENT**

THE UNDERSIGNED CERTIFIES individually and on behalf of AMERITECH NEW MEDIA, INC., a Delaware corporation ("Franchisee")—in connection with Franchisee's provision of cable services pursuant to a Cable Franchise Agreement ("Cable Agreement") dated as of \_\_\_\_\_, 1996 between Franchisee and the City of Troy ("Issuing Authority")—that:

1. **Position**—I am a duly elected and qualified officer of the Company.
2. **Compliance.** To the best of my knowledge and belief, Franchisee is on the date of this Certificate in full compliance with all applicable provisions of the Cable Agreement and of the Local Cable Ordinance (as defined in the Cable Agreement), including, without limitation, Section 8 of the Cable Agreement (Privacy).

IN WITNESS OF THIS CERTIFICATE, the undersigned has signed this document as of \_\_\_\_\_, 199\_.

\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 199\_.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT E - MAPLE ROAD AREAS**

North side of Maple Road - Fifteen Mile Road extending from I-75 to  
John R Road.

New TCT

5.4. **Publicity:** Company shall undertake the following publicity activities at its own expense:

5.4.1. Company shall list the PEG Channels in all print and cablecast program guides.

5.4.2. Company shall pay \$10,000 each time one or more PEG channels are relocated. The \$10,000 shall cover all channels moved at the time for all affected ICCA communities. Of such \$10,000, \$5,000 shall be expended by Company to advertise and publish the channel change(s) on the cable system and through bill stuffers and \$5,000 shall be made available to the affected ICCA member(s) for use in advertising the new channel location.

5.5. **Leased Access:** Company shall make available suitable channel capacity for leased access by third parties unaffiliated with Company to the extent from time to time required by federal law and regulations. Company shall have the sole responsibility for all operating aspects and for the fixing of rates and conditions for leased access use.

5.6. **Interconnect:** Company will use its reasonable best efforts to interconnect with Municipality's competing cable operator for the distribution of PEG Channels and their programming. This undertaking will be satisfied if Company agrees to pay its own costs for wiring to the interconnect location and to pay not less than fifty (50%) percent of any interconnection equipment needs at the interconnect location.

v.6  
ICCA

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herald

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the

Approved  
2.14

6. **INDEMNITY AND INSURANCE**

6.1. **Disclaimer of Liability:** Municipality shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Company's construction, maintenance, repair, use, operation, condition or dismantling of Company's Cable System or Company's provision of Cable Service.

6.2. **Indemnification:** Company shall, at its sole cost and expense, indemnify and hold harmless Municipality, ICCA and their respective elected or appointed officers, officials, employees and representatives (including persons identified in Exhibit I) acting in their official capacity (hereinafter referred to as "Indemnitees"), from and against:

6.2.1. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Company, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, tradename, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance or condition of the Cable System (including those arising from any matter contained in or resulting from the transmission of programming over the Cable System but excluding any programming provided by

America

5. **Public, Educational and Governmental Channels; Higher Education/Leased Access Channel**

a. **PEG Channels.** The parties acknowledge that, as of the Effective Date of this Agreement, another cable operator is currently producing and broadcasting on its Cable System within the Service Area public, educational and governmental ("PEG") access channel programming. Franchisee agrees that, to the extent necessary, Franchisee shall use its best efforts after the Effective Date of this Agreement to enter into a mutually acceptable agreement with the other cable operator so that, as soon as practicable after the Effective Date of this Agreement, Franchisee will be allowed to carry that PEG programming on Franchisee's Cable System for the balance of the Term of this Agreement. After entering into that agreement with the other cable operator, Franchisee shall begin to carry, and shall continue carrying, the PEG programming on three PEG channels on Franchisee's Cable System.

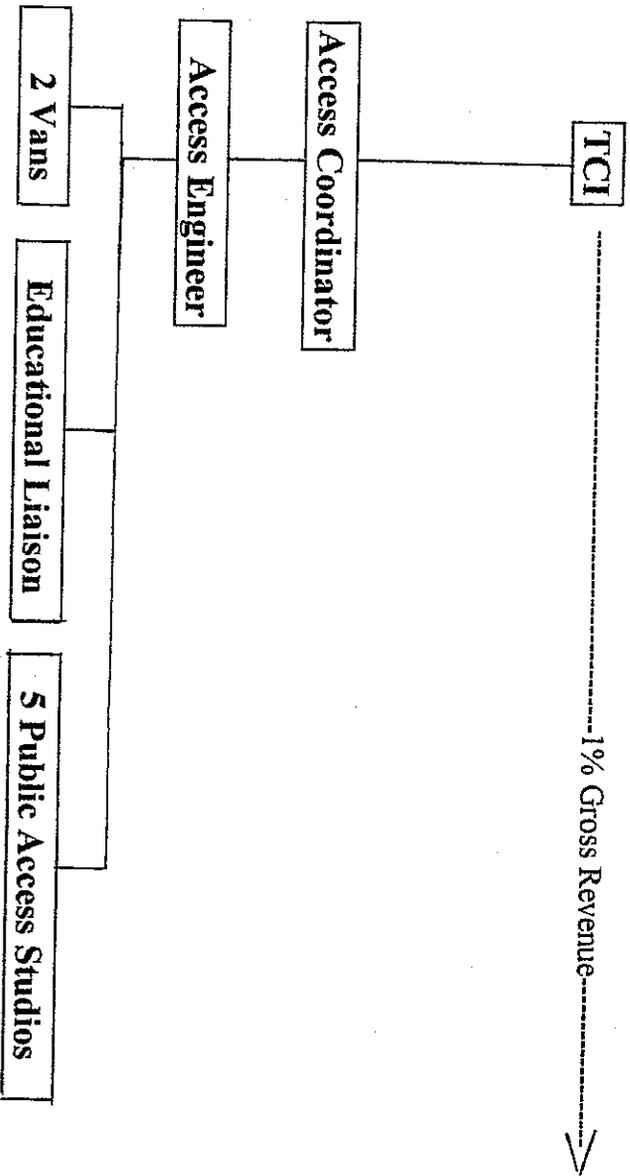
b. **Higher Education/Leased Access Channel.** During the Term, Franchisee shall provide for the use of Walsh College and all other state-accredited post-secondary-education institutions operating within the Service Area (collectively, the "Higher Education Institutions"), at the lease cost of One Dollar (\$1.00) per year, one channel (the "Higher Education/Leased Access Channel") *provided* that the Higher Education Institutions shall use the Higher Education/Leased Access Channel in keeping with the purposes set forth in the Institutions' corporate charters (or other governing document(s)) and within the limitations of all applicable local, state and federal laws, including the Higher Education Institutions' tax-exempt status under the U.S. Tax Code and I.R.S. regulations; *provided, further*, that under no circumstances shall the Higher Education Institutions use the Higher Education/Leased Access Channel to compete with Franchisee for the sale of advertising to private, for-profit businesses or entities; *provided, further*, that, to the extent that the Higher Education Institutions receive requests from others within the Service Area to use the Higher Education/Leased Access Channel for leased-access purposes, the Higher Education Institutions may accommodate such requests to the extent reasonably possible. The Higher Education Institutions shall give Franchisee at least six months' advance written notice of the Higher Education Institutions' intent to activate and use the Higher Education/Leased Access Channel. Franchisee may use the Higher Education/Leased Access Channel, or any portion of the channel, at any time that the channel is not being used by the Higher Education Institutions (or by other permitted users as contemplated above); *provided, however*, that, notwithstanding Franchisee's right to use the Higher Education/Leased Access Channel in the event it is not being used by the Higher Education Institutions (or other permitted users), at such time as the Higher Education Institutions request the return of the Higher Education/Leased Access Channel, Franchisee shall comply with that request and return or otherwise provide the Higher Education/Leased Access Channel to the control of the Higher Education Institutions within 60 days of the date of the Higher Education Institutions' request. To the extent that Franchisee is required by law to carry one or more so-called "leased access channels" on Franchisee's Cable System, the parties agree that, to the extent the parties are permitted by law to do so, Franchisee shall be entitled to treat for reporting purposes the Higher Education/Leased Access Channel as one of the leased access channels which Franchisee is required to carry.

c. **PEG Access Support**

(1) **One-Percent Payments.** Franchisee shall provide financial support to the Issuing Authority for the development and use of PEG access channel capacity, equipment and facilities by paying to the Issuing Authority in quarterly installments each year an amount equal to one percent (1%) of Franchisee's annual gross revenues on or before the dates on which Franchisee is required to pay Franchisee's quarterly franchise-fee installments based upon the same annual gross revenues.

(2) **Equipment Grant.** Within 30 days after the Effective Date of this Agreement, Franchisee shall pay to the Issuing Authority \$25,000 which the Issuing Authority may use in its absolute discretion to acquire equipment for PEG use.

# Chain of Control and Funding of Public Access in Original Franchise



Total Annual TCI Cost for Access Operation  
 \$800,000 + or -  
 Staff  
 Studio Rental  
 Equipment  
 Etc.

ICCA 11 Member Board  
 Troy Appoints 1  
 Weighted Votes

OC4 16 Member Board  
 Troy Appoints 1

Receives Annual Contract from  
 from ICCA to Promote  
 Public Access and use of Studios  
 Full 1% passed through

Total Annual Cost to TCI  
 To Promote Public Access  
 \$400,000 + or -

*From 11 Communities*

**AMERITECH NEW MEDIA, INC.  
FRANCHISE FEE PAYMENT CERTIFICATE  
CITY OF TROY**

For period ending: \_\_\_\_\_

**GROSS RECEIPTS:**

Installation .....	_____
Basic .....	_____
(Basic Service, FM Service Tier, A/O)	
Expanded Basic Service .....	_____
Premium Services .....	_____
Equipment (converter and remote) .....	_____
Pay Per View .....	_____
Advertising .....	_____
Itemized Franchise Fees .....	_____
Leased Access .....	_____
Other .....	_____
<b>TOTAL GROSS RECEIPTS .....</b>	<b>_____</b>

I have reviewed the foregoing and certify that Ameritech New Media, Inc., has reported all revenues subject to franchise fees in Troy.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

LAWRENCE R. TERNAN  
STEPHEN W. JONES  
FRANK S. GALGAN  
KENNETH J. SORENSEN  
JEFFREY K. HAYNES  
TIMOTHY J. CURRIER  
JOSEPH F. YAMIN  
MICHAEL C. GIBBONS  
KATHERINE B. ALBRECHT  
MICHAEL P. SALHANEY  
C. LYNN GATES  
MARY M. KUCHARAK  
JEFFREY S. KRAGT  
KEITH C. JABLONSKI  
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(1917 - 2003)

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(248) 645-9344

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February 16, 2006

TO: ICCA City Managers, City Attorneys  
And ICCA Delegates

**Re: Transfer Control of WideOpen West  
Holdings, LLC to Racecar Acquisitions LLC**

Dear Ladies and Gentlemen:

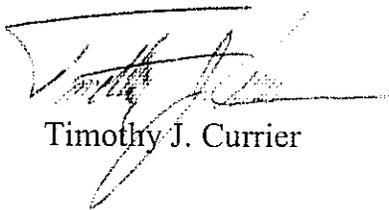
Enclosed you will find the following with respect to the above matter:

1. A letter dated February 14, 2006 to the members of the ICCA Board;
2. A letter dated February 15, 2006 to the communities of the ICCA;
3. A Resolution of the ICCA Recommending to the Member Communities the Adoption of the Resolution Granting Consent to the Transfer of Control of the Cable Television System; and,
4. A Resolution Granting Consent to the Transfer Control of the Cable Television System.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

**BEIER HOWLETT, P.C.**

  
Timothy J. Currier

TJC/jc  
Enclosures

LAWRENCE R. TERNAN  
STEPHEN W. JONES  
FRANK S. GALGAN  
KENNETH J. SORESEN  
JEFFREY K. HAYNES  
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February 14, 2006

Intergovernmental Cable Communications Authority  
26815 Scotia Road  
Huntington Woods, MI 48070

**Re: Transfer Control of WideOpen West  
Holdings, LLC to Racecar Acquisition LLC**

Dear Members of the ICCA Board:

We have completed our review of the documents furnished by the parties of the above referenced transfer. This letter contains our report and recommendation regarding this matter:

A. **Timing.** As you are aware, the Local Franchising Authority (LFA) must generally act upon an application for franchise authority consent to transfer control of a cable television franchise (FCC Form 394) prior to the expiration of 120 days from the LFA's receipt of Form 394.

WideOpen West's transmittal letter to Form 394 is dated December 22, 2005. The LFAs received Form 394 on December 27, 2005. Therefore, the LFA must act upon the application for consent on or before 120 days from the date your community received Form 394. If the LFA fails to do so, it will be deemed to have given its unconditional consent to the transfer. We stated that the LFA's must "generally" respond to the application prior to the expiration of the 120-day period. That period is subject to an extension that the applicants, or either of them, failed to file in a timely fashion the information required by Form 394 or such information as reasonably required by the LFA. Section 617 of the Communications Act of 1934, as amended (47 USC 537) states a franchise authority shall have 120 days to act upon a request for transfer of approval if the request "...contains or is accompanied by such information as required in accordance with Commission regulations by the Franchising Authority".

The LFA may require, either in its regulatory ordinance, or in the Franchise Agreement, or otherwise, additional information which is relevant and reasonable to request. It is in this regard that you are in receipt of all written inquiries dated January

February 14, 2006

Page 2

18, 2006 and the January 26, 2006, January 27, 2006, and the January 30, 2006 responses thereto. Further, Mr. Mark Dineen and Mr. Craig D. Martin, representatives from WideOpen West, conferred with the undersigned on February 9, 2006 at the offices of Beier Howlett. Representatives of WideOpen West plan to appear before the ICCA Board meeting of February 15, 2006.

**B. Possible Actions by the LFA.** We believe you are aware, but it is worth repeating, the possible actions of the LFA in response to an application for consent to transfer control are:

1. Consent to the Transfer;
2. Failure to take any action prior to the expiration of a 120-day period from the LFA's receipt of the application for consent in which case consent will be deemed unconditionally granted unless the LFA applicants agree to an extension of time.
3. Disapprove the application. It is expressly provided under the Franchise Agreement, and is presumed under application law, the LFA may not withhold its consent unreasonably and hence must have reasonable grounds for this disapproval.
4. Consent, subject to reasonable conditions.

**C. Parties involved in the transfer.** The transferor is WideOpen West Holdings, LLC, which is a Delaware Limited Liability Company. WideOpen West's Network, Inc., WideOpen West, Illinois, Inc., WideOpen West, Ohio, Inc. and WideOpen West Cleveland, Inc. are wholly owned subsidiaries of WideOpen West Holdings, LLC. WideOpen West Finance, LLC is a wholly owned subsidiary of WideOpen West Illinois, Inc., WideOpen West of Ohio, Inc. and WideOpen West Cleveland, Inc. In turn, WideOpen West Finance, LLC owns WideOpen West Illinois, LLC, WideOpen West Michigan, LLC, WideOpen West of Ohio, LLC and Wide Open West Cleveland LLC. The transferee in this transaction is Racecar Acquisition, LLC, which is a Delaware Limited Liability Company. Racecar Acquisition, LLC is a wholly owned subsidiary of Racecar Holdings, LLC, also a Delaware Limited Liability Company. Racecar Holdings, LLC is owned by Avista Capital Partners, (which is the control investor), certain minority co-investors and Management Investors. Messrs. Thompson Dean and Steven Webster control Avista. Mr. Dean is from New York City, New York, and Mr. Webster is from Houston, Texas.

**D. Documents Reviewed.** Documents furnished to the ICCA Communities in connection with the transfer and reviewed by our office include the following:

1. Transmittal correspondence dated December 22, 2005 from Mr. Mark Dineen, Senior Vice President/General Manager of WideOpen West.

2. A proposed Resolution authorizing the consent to transfer the control of the LFA's cable franchise.

3. FCC Form 394 dated December 22, 2005 (application for Franchise Authority Consent to Assignment or Transfer of Control of cable television franchise) and related exhibits and documents.

4. The January 26, 2006 letter from Mr. D. Craig Martin, General Counsel of WideOpen West to the undersigned, the January 27, 2006 letter from D. Craig Martin to the undersigned and the January 30, 2006 letter to the undersigned. In addition, the January 26, 2006 letter had attached thereto several exhibits including a September 13, 2005 letter from Thompson Dean and Steven Webster describing the financing arrangements, which were received pursuant to an understanding of confidentiality. A December 12, 2005 letter from Credit Suisse First Boston LLC regarding financing also received pursuant to an understanding of confidentiality; proforma projected income statements and balance sheets also received pursuant to an understanding of confidentiality.

5. An unredacted copy of the Agreement and Plan of Merger by WideOpen West, LLC, Racecar Acquisitions, LLC and other parties thereto dated December 13, 2005 and accompanying schedules which were received pursuant to an understanding of confidentiality as to the heretofore redacted material.

**E. Summary of Pertinent Information.** Pertinent information furnished in the various sections and exhibits of Form 394 as well as the additional information that is identified above are set forth below:

1. Agreement and Plan of Merger dated December 13, 2005. The purchase price, subject to the adjustments set forth in the Agreement, has been redacted from the 394 application provided to the LFAs and pursuant to the understanding of confidentiality will not be discussed in this report.

In response to my inquiry of January 18, 2006, Mr. D. Craig Martin, WOW's general counsel advised as follows:

Racecar Acquisition, LLC hereby certifies that the consummation of the Agreement and Plan of Merger by and among WideOpen West, LLC and Racecar Acquisition, LLC dated as of December 13, 2005 will not cause any increases in subscriber prices in the membership communities of the Intergovernmental Cable Communications Authority signed by Ben Silbert, Vice President of Racecar Acquisition, LLC dated January 26, 2006.

Further, in response to my letter of January 18, 2006 Mr. Martin advises as follows:

"Racecar Acquisition, LLC hereby certifies that upon consummation of the Agreement and Plan of Merger by and among WideOpen West Holdings, LLC and Racecar Acquisition, LLC dated as of December 13, 2005 Racecar Acquisition, LLC will assume all obligations known or unknown of each franchise between WideOpen West, LLC and the member communities of the Intergovernmental Cable Communications Authority signed by Racecar Acquisitions, LLC Ben Silbert, Vice President January 26, 2006." (Exhibit 5)

2. Statement Regarding Completeness. (Exhibit 1) The Agreement states that the closing of the transaction will be July 31, 2006.

This appears to us to constitute a guarantee by Racecar Acquisitions, LLC of the obligations of WideOpen West under the franchise.

3. Financial Data (Exhibits 9 to the 394 Application and Exhibits 2, 3 and 4 (all received under an understanding of confidentiality) to the letter of January 26, 2006 from D. Craig Martin.

Under these tabs, the transferee explains that it is a newly formed privately held limited liability company that does not issue stock and that the assets of WideOpen West may be pledged to secure indebtedness at sometime in the future. Under Exhibit 9 attached to the 394 application, the following statement regarding the financial statements of the transferee is made:

Upon consummation of the transaction, the transferee will succeed to own and control, all of the assets and operations of WOW! as it presently

exists. Attached are the most recent financial statements for WOW!, prepared in accordance with generally accepted accounting principles, including a balance sheet and an income statement for at least one full year that has been prepared in the ordinary course of business. The financial statements are marked "CONFIDENTIAL" and are to be maintained by the franchise authority and its agents as confidential to the extent permissible by law. The WideOpen West consolidated balance sheet for December 31, 2004 shows total assets of \$283,334,340 of which \$4,668,764 is in cash and \$252,358,226 is the plant property equipment net of accumulated depreciation.

**F. Statement Regarding Technical Qualification (Exhibit 10).** A response to our January 18, 2006 letter and the January 26, 2006 response by Mr. Martin. As you are aware, ICCA and its member communities previously considered and approved the technical qualifications of the current franchise holder pursuant to a 394 application dated June 6, 2001 franchise to franchise from Ameritech New Media, Inc. to WideOpen West Holdings, LLC. We are informed that the WOW! senior management team consisting of Colleen Abdoulah, President and CEO; Steven Cochran, Chief Financial Officer; Michael Brody, Chief Technical Officer; Kathy Kuo, Senior Vice President of Marketing and Sales; Mark Dineen, Senior Vice President; Calvin Fee; Randy Nungester; Michael Furst; Janice Turner and Craig Martin, General Counsel and Secretary will all be remaining with WideOpen West after the Agreement and Plan of Merger has been fully implemented. In addition, we are informed that WideOpen West has a total of 225 employees in Michigan that services 42 LFA's including the member communities of the ICCA. In addition, WideOpen West Michigan, LLC is serviced by the Customer Care Center in Colorado Springs, Colorado with 275 employees. Of the employees identified above, 146 are service (broadband) technicians, 59 are Michigan administrators, managers and supervisors, and 275 are the service representatives, managers and support staff at the Customer Care Center in Colorado. In addition, WideOpen West engages four independent contractors to meet the franchise needs of the member communities with respect to service matters.

**G. Resolution and Ordinance Granting to the Transfer Control of the Cable Television System and Franchise.**

Contained with the material, but not in tab form, was a model Resolution prepared by the applicants for adoption by the local franchise authorities of ICCA. It is our recommendation for the reasons set forth below that the LFAs of ICCA should approve the transfer, but not by adoption of the model resolution. Instead, the LFA should adopt a different Resolution by ordinance, if that method of adoption is required by your charter, one which approves the transfer subject to specific conditions. We are

February 14, 2006

Page 6

mindful that back in 2001 we approached the transfer of the franchise from Ameritech New Media with some serious concerns. Over the last 4 ½ years WideOpen West has demonstrated that it is a very capable provider of cable television services to our communities with a particularly good record regarding customer service. In addition, we are informed that its customer base has grown from 293,000 basic customers to over 344,000. We, therefore, recommend that the ICCA and the municipalities adopt the attached form of Resolution of approval subject to conditions.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

**BEIER HOWLETT, P.C.**

A handwritten signature in black ink, appearing to read 'Timothy J. Currier', written over a horizontal line.

Timothy J. Currier  
Attorney for the  
Intergovernmental Cable Communications Authority

TJC/jc

LAWRENCE R. TERNAN  
STEPHEN W. JONES  
FRANK S. GALGAN  
KENNETH J. SORENSEN  
JEFFREY K. HAYNES  
TIMOTHY J. CURRIER  
JOSEPH F. YAMIN  
MICHAEL C. GIBBONS  
KATHERINE B. ALBRECHT  
MICHAEL P. SALHANEY  
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beierhowlett.com

February 15, 2006

Communities in the Intergovernmental  
Cable Communications Authority

**Re: Transfer to Racecar Acquisitions, LLC**

Dear Members of the Intergovernmental  
Cable Communications Authority:

All of the members of the ICCA, with the exception of Auburn Hills and Oakland Township have been using WideOpen West Michigan, LLC as one (1) of their (2) cable television providers. As I am sure you are aware, recently ICCA and the communities have been in receipt of a request to the transfer control of the WideOpen West Michigan, LLC cable television system to Racecar Acquisitions, LLC. Enclosed you will find our report to ICCA regarding the review of the transfer documents as well as additional information, which we received with respect to this matter.

ICCA has recommended that the transfer be approved with conditions. The Resolution adopted by ICCA and recommended by ICCA to your community for adoption is enclosed. From a review of our report, and from discussions with each of your individual delegates to ICCA, I am sure you will appreciate the effort that ICCA put in to review this matter resulting in this recommendation.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

**BEIER HOWLETT, P.C.**



Timothy J. Currier  
Attorney for the  
Intergovernmental Cable Communications Authority

TJC/jc

March 28, 2006

TO: John M. Lamerato, Acting City Manager

FROM: Brian P. Murphy, Assistant City Manager/Services  
Charles Craft, Chief of Police  
Jeanette Bennett, Purchasing Director  
Gert Paraskevin, Information Technology Director  
Timothy L. Richnak, Public Works Director

SUBJECT: **Agenda Item** – Bid Waiver – Integrated Security Management System  
Installation with Time Tracker Software and Maintenance

### **RECOMMENDATION**

The Department of Public Works requests City Council approval to enter into a contract with SimplexGrinnell to provide an Integrated Security Management System with Time Tracker Software for an estimated amount of \$147,416.80. This system will provide enhanced security at the Public Works garage facility and grounds. Also, it is requested that this system's maintenance be added to the Police Department's contract with SimplexGrinnell under the same prices, terms, and conditions after the warranty period. The current Maintenance Agreement establishes hourly service rates for software and hardware systems, system engineering and design, and project management services. It establishes fixed costs for replacement parts and makes allowance for equipment or services not covered in the current agreement.

The DPW installation will be integrally tied to the current Police / Fire system. The bid waiver is requested to contract with the company who initially programmed the security system software during the construction of the Police Department and will be responsible for the additional programming to continue expansion of the system. Due to the flexibility and complexity of the system, it is desirable to use the same company to continue installing expansions to the system.

### **BACKGROUND**

Since 9/11, projects have been proposed that will increase security of City facilities through the work of the City's *Workplace Security Committee*. This is one such project since: 1) water pressure and lift station alarms are located in the DPW building, 2) \$17 million worth of equipment and inventory is stored at the yard of which \$10 million is located in the outside yard that would be monitored by cameras, 3) gates and security doors would lock down the entire facility since summer part-timers often leave the building or yard gate open allowing wanderers to enter the site, 4) emergency supplies and response equipment is located at the DPW facility.

March 14, 2006

TO: John M. Lamerato, Acting City Manager

RE: Integrated Security Management System

Page 2 of 2

### **JUSTIFICATION OF SYSTEM**

- Programmed ID cards currently in place would control access to the building and site.
- Authorized employees from other departments could gain access to the building and site easily after hours.
- One integrated system would provide building security and through the Time Tracker Software would record employee entry and egress from the facility.
- The system would be integrated into Police Communications and through standardization of equipment, could be easily monitored by Communications staff.

### **MARKET SCAN**

SimplexGrinnell holds at least two (2) GSA (General Services Administration) contracts for fire and security products. The labor rates charged for the DPW installation are in compliance with the GSA pricing schedules. Andover Controls equipment pricing is at or below the GSA pricing schedule although some products for this installation are from third party equipment suppliers and are not covered by GSA pricing schedules.

It should be noted that the labor rates charged for new installations are lower than the labor rates charged for maintenance activities.

### **BUDGET AND BUDGET ISSUES**

Due to the installation of the proposed system, the guard service contract that provides security personnel on holiday and weekend nights expiring June 30, 2006 would be eliminated saving approximately \$27,100.00 per year or in other words, the new security system costs would be covered by contract savings in 5.7 years.

The Public Works Department has budgeted funds for this project in capital account #401464.7975.900.

**Vote on Resolution to Waive Any Permit, Construction or Inspection Fees**

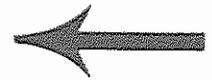
Resolution #2005-12-557c  
Moved by Schilling  
Seconded by Lambert

RESOLVED, That the City of Troy will **WAIVE** any permit, construction, or inspection fees that are associated with the implementation of Wireless Oakland in the City of Troy.

Yes: All-5  
No: None  
Absent: Broomfield, Howrylak

**F-10 Bid Waiver – Integrated Security Management System Material and Labor Maintenance Proposal**

Resolution #2005-12-557  
Moved by Beltramini  
Seconded by Stine



**NOTE**

WHEREAS, SimplexGrinnel is an authorized, licensed installer in Michigan of the Andover Controls security system;

WHEREAS, It is necessary to perform periodic maintenance and installation of new or replacement equipment and avoid corruption of the system's programming.

NOW, THEREFORE, BE IT RESOLVED, That formal bidding procedures are hereby **WAIVED** and the City of Troy is **AUTHORIZED** to enter into contract with SimplexGrinnel of Farmington Hills, MI, for labor and materials to maintain the Integrated Security Management System from 11/1/05 through 10/30/06, subject to annual price increases thereafter, not to exceed 3% as determined by the CPI for the Detroit Ann Arbor area, in accordance with their proposal, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: All-5  
No: None  
Absent: Broomfield, Howrylak

**Vote on Resolution to Suspend Rules of Procedure for the City Council, Rule #6 – Order of Business, Article 10-Public Comment Limited to Items Not on the Agenda**

Resolution #2005-12-558  
Moved by Beltramini  
Seconded by Stine

RESOLVED, That Troy City Council hereby **SUSPENDS** its Rules of Procedure for the City Council, Rule #6 Order of Business, Article 10 – Public Comment: Limited to Items not on the Agenda and permit discussion on Public Comment.

**tyco**

Fire &  
Security

**SimplexGrinnell**

March 27, 2006

**City Of Troy**  
**Department Of Public Works**  
4693 Rochester Road  
Troy, MI. 48085

Attn: Sam Lamerato

Re: RFP - Security Management System

Dear Mr. Lamerato:

SimplexGrinnell submits the following *Revised* proposal to furnish and install the Security Management System consisting of Access Control, Gate Controls, CCTV Surveillance, and Fire Alarm Systems at the City of Troy / DPW facility. Our proposal includes the following, statement of work, scope of services, clarification, and bill of materials.

This proposal is based on the documentation provided by your company and our recent meeting dated 1/18/06. SimplexGrinnell's design team has spent considerable time and effort analyzing the various aspects of this project and we feel that we have assembled a response, which will meet the objectives set forth in your documentation. The results are as follows:

## **STATEMENT OF WORK**

### **A. Objective:**

City Of Troy / DPW seeks a method to secure and control access to their facility. The proposed security management systems shall have the ability to control and monitor access to building perimeter, and survey the yard \ parking lot. The system shall utilize the City of Troy's existing security file server and badge card format connect to the City's LAN/WAN network. The proposed system must have the ability to control and monitor all aspects of the security management system locally at the DPW facility.

**B. Solution:**

This can be achieved by SimplexGrinnell acting as the Prime Contractor and accepting responsibility for equipment procurement, installation, and coordination of the project. This responsibility includes engineering, detail design layouts, equipment procurement, fabrication and assembly, system programming, electrical installation and materials, testing, training, and warranty support as outlined in the Scope of Services section of this document.

**C. Benefits**

- One common system providing standardization.
- Secured and controlled point of entry.
- Centralized alarm Monitoring.
- Same security supplier used at other City Of Troy facilities.
- Turnkey installation, reducing design and implementation cost.
- Reduced administration cost, utilizing one contractor.
- Expedite commissioning, utilizing one contractor.

**D. Customer Requirements**

The customer is required to provide the following:

- Owner to furnish all network connection to SimplexGrinnell equipment as required.
- Owner to furnish all phone lines for connection of SimplexGrinnell equipment as required.
- Owner to make available 110VAC/240VAC power required for all control equipment.
- Owner to furnish all site work (i.e.; saw cutting, trenching, concrete pads, etc.) as required for gate operator installation.
- Owner to furnish miscellaneous door hardware, and alignments as necessary.
- Owner to provide access to all areas were work will commence.
- Owner to furnish all PC hardware.

**SCOPE OF SERVICES**

**Access Control System**

We propose to furnish and install (1) security access control workstation connect to the City of Troy's security file server. Photo Badge capture and production will be generated at either the Troy Police Department or locally if voluntary alternate is accepted. We will also furnish and install (18) proximity card readers with associated control panels and security door devices (i.e., request-to-exit devices, alarm monitoring contacts) as described below.

1. Main Entrance Door - SG will supply and install (1) proximity card reader on the inner vestibule glass door, (2) desk mounted remote door release buttons, (1) door alarm monitoring contact, (1) request-to-exit motion detector, and electric door locking hardware interfaced with the handicap door operator, and (2) emergency desk mounted panic buttons.
2. Employee Entrance - SG will supply and install (1) proximity card reader on the exterior of the double glass doors (1) request-to-exit motion detector, (2) door alarm monitoring contacts, and associated electric door locking hardware.
3. Employee Entrance Ring Station – SG will supply and install (2) proximity card readers (punch in & out) and (1) display clock for the use of time entry.
4. Field Supervisors Office - SG will supply and install (1) request-to-exit motion detector, (1) door alarm monitoring contacts, for door status monitoring only.
5. Sign Shop - SG will supply and install (1) proximity card reader on the exterior of the double steel doors (1) request-to-exit motion detector, (2) door alarm monitoring contacts, and associated electric door locking hardware.
6. Water Room - SG will supply and install (1) proximity card reader on the exterior of the double steel doors (1) request-to-exit motion detector, (2) door alarm monitoring contacts, and associated electric door locking hardware. Also supply and install (1) overhead door alarm monitoring contact.
7. Mud Room - SG will supply and install (1) proximity card reader on the exterior of the single steel doors (1) request-to-exit motion detector, (1) door alarm monitoring contacts, and associated electric door locking hardware.
8. Water Storage Bldg. - SG will supply and install (3) overhead door alarm monitoring contacts for door status monitoring only, and (1) proximity card reader to control and disarm monitoring contacts.
9. Maintenance Yard Exit / Entry - SG will supply and install (2) proximity card readers inbound / outbound control of gate barriers, (2) Card reader stanchions, (2) Hands-free phones, (2) Barrier Gate Arms with associated loop detectors connected to under ground safety loops.
10. Main Garage - SG will supply and install (2) proximity card readers for inbound control of the east & west pedestrian garage door entrances (2) request-to-exit motion detector, (2) door alarm monitoring contacts, and associated electric door locking hardware. In addition to the above SG will also supply and install (4) overhead door alarm monitoring contacts and (4) Pedestrian door alarm contact for door status monitoring, and (1) proximity card reader to control and disarm monitoring contacts.

11. Streets Equipment Garage - SG will supply and install (1) proximity card reader on the inbound side of the north / west pedestrian door (1) request-to-exit motion detector, (1) door alarm monitoring contacts, and associated door locking hardware. In addition to the above SG will supply and install (6) overhead door alarm monitoring contacts and (1) Pedestrian door alarm contact for door status monitoring only, and (1) proximity card reader to control and disarm monitoring contacts. In addition a audible horn will be installed in this area if overhead doors remain open longer than the predetermined time allocated in security software. City Of Troy / DPW
12. Server / Phone Room Door - SG will supply and install (1) proximity card reader on the exterior of the single steel doors (1) request-to-exit motion detector, (1) door alarm monitoring contacts, and associated electric door locking hardware, (1) network controller and connectivity, (1) UPS battery system, (1) access control panel with associated power supplies and back-up batteries.
13. Remote Workstation (location TBD) – SG will supply and install (1) *Continuum* client software workstation on owner furnished desktop PC. Provide and install remote view CCTV camera software on owner furnished desktop PC.

### **CCTV Surveillance**

We propose to furnish and install (1) digital video recording system with associated software and hardware connected via the City of Troy's LAN/WAN network. All cameras will be recorded via a time schedule or video motion for a minimum of thirty days. We will furnish and install (4) pan/tilt/zoom color cameras, (2) fixed color interior dome cameras, and (1) Four-way quad color dome camera with associated hardware (i.e.; power supplies, converters, mounting brackets, etc.) as described below.

1. Server / Phone Room – SG will supply and install head-end equipment in the server / phone room this will consist of; (1) digital video recorder w/ software, (1) 15" color flat screen display monitor, (1) keyboard & mouse, (1) power distribution unit, (1) UTP video receiver HUB, (1) vertical equipment rack with associated front plexi-glass door, lock hardware, and venting fans.
2. Main Lobby Entrance – SG will supply and install (1) fixed interior color dome camera with a standard lens behind the receptionist desk viewing the main entrance and surrounding lobby area.
3. Main Hallway – SG will supply and install (1) Four-way quad color dome camera for main hallway intersection viewing.
4. Mud Room – SG will supply and install (1) fixed exterior color dome camera with a standard lens on the interior side of the Mud room entrance viewing personnel requesting entrance in to facility.

5. N.W. & S.W. Exterior Corners - SG will supply and install a (2) pan /tilt /zoom color exterior dome cameras to view and monitor the perimeter of building and yard \ parking lot areas. The S.W. camera will be programmed for automatic call-up upon exit / entry of the gate operators.
6. Main Garage - SG will supply and install a (1) interior pan /tilt /zoom color dome camera to view and monitor the garage area, perimeter entrances, overhead doors, and parts crib. This camera will be programmed for automatic call-up and record upon alarm activation and after hour monitoring. City Of Troy / DPW
7. Remote Workstation (Location TBD) - SG will supply and install on owner furnished PC, CCTV monitoring and control software for multi-screen viewing / control and playback of all cameras connected to network. Note: Remote viewing software can be installed on additional PC workstations having the same ability as described above.
8. S.E. Front Entrance Exterior Corner - SG will supply and install a (1) pan /tilt /zoom color exterior dome cameras to view and monitor the perimeter of building and parking lot areas.

### **Fire Alarm System**

We propose to furnish and install a fire alarm monitoring and evacuation system at the City Of Troy / DPW facility. After reviewing the proposed floor plan we have developed a system layout, which will meet local and state building codes. We have allowed for approximately 5% increase in panel capacity and field devices to meet code requirements. Additional work performed is as follows:

1. Furnish and install (1) addressable Fire Alarm Panel including but limited to, power distribution modules, back-up batteries, addressable zone cards, zone module cards, event reporting DACT, and expansion bay kit.
2. Furnish and install field indicating and notification devices, as required by code. (Approximately 56 – horn strobes, 5 – strobes, 6 – smoke detector, 2 – heat detector, 8 - relay output modules, 4-duct detectors, 12-manual pull stations).
3. Furnish and install necessary indicating and notification circuits require to facilitate above devices to meet all code requirements.
4. Furnish system engineering and drafting with as-build information after completion of project.
5. Furnish final system test checkout and start-up as required to complete the above referenced scope of work.
6. Furnish system programming and configuration as required for the above referenced devices.
7. Furnish system training as required for above system.
8. Furnish a One-year parts and labor warranty on the above referenced project

**SimplexGrinnell Services**

We propose to furnish the following services as a turnkey contractor to complete the subject job on time and within budget.

1. Engineering - SG will supply system engineering and drafting this will include system riser diagrams, floor plan layouts, panel terminations, device termination, mounting details, and as-build information after completion of project. City Of Troy / DPW
2. SG will supply (1) electronic copy in (AutoCAD format), and (3) sets of reproducible.
3. Cabling - SG will supply and install all associated control and communication circuits as required for the above referenced devices.
4. Conduit and Boxes - SG will supply and install all conduit and electrical back-boxes for exterior installation as required for the above referenced devices.
5. Power Circuits - SG will supply and install all necessary 110VAC/240VAC power as required for the above referenced devices.
6. Programming - SG will supply system programming and configuration as required for the above referenced devices.
7. Project Management - SG will supply on-site supervision and coordination of all trades required to complete the above referenced scope of work.
8. Technical Support - SG will supply final system test checkout and start-up as required to complete the above referenced scope of work.
9. Training - SG will supply system training upon final completion project.
10. Warranty – SG will supply a Two-year parts and labor warranty on the above referenced project.

**PRICING**

Access Control System .....	\$81,466.00
CCTV Surveillance System.....	\$29,450.00
Fire Alarm System.....	\$45,628.00

**TOTAL COST: \$156,544.00**

We are offering a **Cost Reduction** option of 5% if all three proposed systems are accepted, this is a cost saving of **\$7,828.00**. In addition to the cost reduction we also offering the Time Tracker Software (See optional pricing on page 7) at no addition cost if all three proposed system are accepted. The result of this cost saving will bring our new total systems cost to; **\$148,716.00**.

Note: See attached bill of materials for unit prices, and list of labor services.

### **OPTIONAL PRICING**

1. Provide Time tracker software and necessary programming for time entry reporting (see attached data sheets for software functionality): **Add \$5,822.00**
2. Provide cost deduct for electrical permits if City of Troy waves all cost:  
**Deduct -\$1,300.00.**

### **CLARIFICATIONS TO OUR BID**

1. Pricing does not include sales or uses taxes add if required by law.
2. All SimplexGrinnell standard terms and conditions apply.
3. Our proposal is based upon straight time 1st shift, Monday-Friday 7:00 am - 3:30 PM, weather permitting.
4. Owner to provide access to areas required to perform the above referenced work.
5. Our proposal does not include permits and fees.
6. Owner to furnish all network connection to SimplexGrinnell equipment as required.
7. Owner to make available 110VAC/240VAC power required for all control equipment.
8. Owner to furnish all site work (i.e.; saw cutting, trenching, concrete pads, etc.) as required for gate operator installation.
9. Owner to furnish miscellaneous door hardware, and alignments as necessary.
10. Owner to furnish all PC hardware.
11. Price is valid for 60 days.

Thank you for opportunity to provide you with a response on this proposal, and if you should have any further questions please do not hesitate to give us a call.

Respectfully Submitted,  
SimplexGrinnell LP

John E. Keith  
Account Manager

Cc: W. Moore  
J. Bennett

**tyco**

Fire &  
Security

**SimplexGrinnell**

SimplexGrinnell LP  
1250 Maplelawn Drive  
Troy, MI 48084

Telecom line no. 1248-816-3220  
Telecom line no. 2 248-816-3234  
Telecom line no. 3 800-368-4676  
[www.simplexgrinnell.com](http://www.simplexgrinnell.com)

**Memorandum**

*This correspondence may contain confidential information intended for the use of the individual or entity to whom it is addressed. If the reader is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination or copying is strictly prohibited.*

**Date** March 28, 2006  
**To** Jeannette Bennett - Purchasing  
**From** John Keith  
**Subject** City of Troy DPW – Security Management System

Enclosed please find a signed copy of our proposal for the above referenced subject. In addition please use this memorandum as confirmation that the Department of Public Works facility will be added to the City of Troy Police, Maintenance & Labor Pricing Agreement as requested.

If you should have any question or need further information please don't hesitate to call.

Respectfully,

John E. Keith  
Account Manager

DATE: March 24, 2006

TO: John M. Lamerato, Acting City Manager

FROM: Douglas J. Smith, Director of Real Estate & Development  
Mark F. Miller, Planning Director

SUBJECT: AGENDA ITEM – ANNOUNCEMENT OF PUBLIC HEARING (APRIL 17, 2006) – ZONING ORDINANCE TEXT AMENDMENT (ZOTA-201) – Article 28.30.00 Indoor Commercial Recreation in the M-1 Light Industrial Zoning District.

### **RECOMMENDATION**

The Planning Commission and City Management recommend approval of ZOTA 201.

### **BACKGROUND**

The Planning Commission recommended approval of ZOTA 201 at the July 12, 2005 Regular meeting. On November 14, 2005, City Council conducted a public hearing on ZOTA 201 at which time there was discussion whether the Planning Commission should or should not review definitions of performance theaters and performance studios that will be prepared by City Management. A resolution was adopted by City Council to postpone ZOTA 201 to the November 28, 2005 City Council meeting, so City Management could develop and present proper definitions of performance theaters and performance studios to the Planning Commission.

The Planning Commission considered the item at the December 13, 2005 Regular meeting. At the meeting the Planning Commission passed the following motion:

#### **Resolution # PC-2005-12-192**

Moved by: Khan  
Seconded by: Drake-Batts

**RESOLVED**, That the definitions for performance studio and performance theater provided by City Management are acceptable to the Planning Commission.

Yes: All present (7)  
No: None  
Absent: Schultz, Waller

### **MOTION CARRIED**

The Planning Commission passed a second motion at the December 13, 2006 Regular meeting:

**Resolution # PC-2005-12-193**

Moved by: Chamberlain  
Seconded by: Vleck

**RESOLVED**, The City of Troy has a problem in its industrial zone of a multitude of vacancies and the tax base is being eroded; therefore the Planning Commission hereby recommends to the City Council that Paragraph 04.20.73, Indoor Commercial Recreation Facility, include performance studios, performance theaters and art studios, and that other facilities may be included in this paragraph as well as the facilities named in that paragraph in the language in front of us tonight.

Yes: All present (7)  
No: None  
Absent: Schultz, Waller

**MOTION CARRIED**

Performance theaters do not have the same characteristics as indoor commercial recreation uses. A significant difference between the two uses is performance theaters generate traffic because of the audience watching the performance, while indoor commercial recreation generates traffic because of actual participation in the activity. City Management agrees with the general concept of expanding the range of uses permitted in the M-1 Light Industrial District. However, it is City Management's position that performance theaters should not be included in the same category as indoor commercial recreation uses. The Planning Commission discussed this issue at the February 14, 2006 Regular meeting and passed the following Resolution #PC-2006-02-032:

**Resolution # PC-2006-02-032**

Moved by: Khan  
Seconded by: Littman

**RESOLVED**, That the Planning Commission hereby rescinds Resolution # PC-2005-12-193, which was approved by the Planning Commission at the Regular Meeting on December 13, 2005.

Yes: All present (6)  
No: None  
Absent: Strat, Vleck, Wright

**MOTION CARRIED**

Following this resolution, resolution #PC-2006-02-033 was passed:

**Resolution # PC-2006-02-033**

Moved by: Kerwin

Seconded by: Khan

**RESOLVED**, That the Planning Commission and City Management shall study the potential for developing standards for permitting Performance Theaters by Special Use Permit in the M-1 Light Industrial District.

Yes: All present (6)

No: None

Absent: Strat, Vleck, Wright

**MOTION CARRIED**

**SUMMARY OF PLANNING COMMISSION ACTIONS ON ZOTA 201**

The following is a summary of Planning Commission actions regarding ZOTA 201:

1. The Planning Commission recommended approval of ZOTA 201.
2. The definitions for performance studio and performance theater provided by City Management are acceptable to the Planning Commission.
3. The Planning Commission and City Management shall study the potential for developing standards for permitting Performance Theaters by Special Use Permit in the M-1 Light Industrial District.

Attachments:

1. ZOTA 201 City Council Draft, dated March 22, 2006.
2. City Management memo to City Council dated November 10, 2005.
3. Minutes from the November 14, 2005 City Council meeting.
4. Minutes from December 13, 2005 Planning Commission Regular meeting.
5. Minutes from the February 14, 2006 Planning Commission Regular meeting.

Prepared by RBS, MFM

G:\ZOTAs\ZOTA 201 Trade\_Industrial Arts or Dance Schools in M-1\Announcement of CC Public Hearing 03 27 06.doc

CITY OF TROY  
AN ORDINANCE TO AMEND  
CHAPTER 39 OF THE CODE  
OF THE CITY OF TROY  
CITY COUNCIL DRAFT – MARCH 22, 2006

The City of Troy ordains:

Section 1. Short Title

This Ordinance shall be known and may be cited as an amendment to Chapter 39 of the Code of the City of Troy.

Section 2. Amendment to Article IV of Chapter 39

Article IV of Chapter 39 of the Code of the City of Troy is amended to add a new section 04.20.73, which defines Indoor Commercial Recreation Facilities, to read as follows:

04.20.73      INDOOR COMMERCIAL RECREATION FACILITY: An enterprise conducted entirely within a building, which receives a fee in return for the provision of some recreational activity or facility. Such activities and facilities include racquetball, tennis courts, gymnasiums, swimming pools, skating rinks, performance studios, skateboard parks, climbing facilities, miniature golf courses, indoor driving ranges, batting cages, firing ranges, basketball courts, soccer fields and similar activities or facilities. Such facilities may provide ancillary accessory uses such as pro shops or snack bars.

04.20.73~~4~~      JUNK YARDS: an open area where waste, used or secondhand materials are bought and sold, exchanged, stored, baled, packed, disassembled, or handled including, but not limited to; scrap iron and other metals, paper, rags, rubber tires, and bottles. A "junk yard" includes automobile wrecking yards and includes any area of more than two hundred (200) square feet for storage, keeping or abandonment of junk but does not include uses established entirely within enclosed buildings.

Section 3 – Amendment to Article XXVIII of Chapter 39

Article XXVIII of Chapter 39 of the Code of the City of Troy is amended to add a new Section 28.30.09 which permits Indoor Commercial Recreational Facilities as Special Uses in the M-1 Light Industrial District, to read as follows:

28.30.09 Indoor commercial recreation facilities, subject to the following conditions:

A. Off-street parking requirements shall be determined based on the Zoning Ordinance requirements.

28.30.109 Other uses of a similar character to those permitted above, and which will not be injurious or have an adverse effect on adjacent areas, and may therefore be permitted subject to such conditions, restrictions and safeguards as may be deemed necessary in the interest of public health, safety and welfare.

#### Section 4. Savings

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

#### Section 5. Severability Clause

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

#### Section 6. Effective Date

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

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

---

Louise Schilling, Mayor

---

Tonni Bartholomew, City Clerk

G:\ZOTAs\ZOTA 201 Trade\_Industrial Arts or Dance Schools in M-1\ZOTA 201 CC Draft 03 27 06.doc

November 10, 2005

TO: John Szerlag, City Manager

FROM: Brian P. Murphy, Assistant City Manager/Services  
Douglas J. Smith, Director of Real Estate & Development  
Mark F. Miller, Planning Director

SUBJECT: AGENDA ITEM – PUBLIC HEARING – ZONING ORDINANCE TEXT AMENDMENT (ZOTA–201) – Article 28.30.00 Commercial Indoor Recreation in the M-1 Light Industrial Zoning District.

### **RECOMMENDATION**

City Management and the Planning Commission developed language for this ZOTA. The Planning Commission held a public hearing on July 12, 2005 and recommended approval of Version "A", which includes performance theaters. After the Planning Commission recommendation, further discussions raised concerns of the appropriateness of performance theaters in M-1 Zoning District. No one envisioned that performance theaters would be included in the commercial indoor recreation definition. This inclusion had simply been missed in earlier reviews of the amendments. Based upon the intent of the indoor commercial recreation in the M-1 district ZOTA, City Management recommends approval Version "B", which excludes performance theaters and permits dance and performance studios. If City Council desires to clarify this intent with the Planning Commission, resolution "C" was prepared that will refer the ZOTA back to the Planning Commission.

### **BACKGROUND**

The Link School of the Arts (1077 Rankin) submitted a Zoning Ordinance text amendment application to permit dance schools in the M-1 district. The Planning Commission determined that arts and dance schools should be included in a category known as indoor commercial recreation, and this category should be considered as a use permitted by Special Use Approval in M-1.

Commercial Indoor Recreation Facilities are appropriate uses in the M-1 Light Industrial District for a number of reasons:

1. These uses are compatible with uses presently permitted in the M-1 district;
2. The text amendment will be consistent with abutting communities, which generally permit similar uses in their industrial districts;
3. The amendment will encourage the re-use of buildings and properties in the M-1 District; and
4. There are a significant number of vacant, relatively large, high-ceilinged buildings that would be appropriate for these types of uses.

The definition of “Indoor Commercial Recreation Facility” considered at the Planning Commission Public Hearing included the uses dance studios and performance theaters. It was the intent to permit dance and performance studios, but not the intent to permit performance theaters, such as Freedom Hill located in the City of Sterling Heights. This potential situation was identified by Richard Carlisle, the City’s Planning Consultant, following the Planning Commission Public Hearing. Therefore, three resolutions are prepared for City Councils consideration. Version “A” is the Planning Commission’s recommendation which includes performance theaters. Version “B” is City Management’s recommendation, which excludes performance theaters but still includes dance and performance studios. Version “C” refers ZOTA 201 to the Planning Commission to consider the removal of performance theaters from ZOTA 201.

Attachments:

1. ZOTA 201, City Council Public Hearing Draft Version “A”
2. ZOTA 201, City Council Public Hearing Draft Version “B”
3. Minutes from July 12, 2005 Planning Commission Regular Meeting.

Prepared by RBS/MFM

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CITY OF TROY  
AN ORDINANCE TO AMEND  
CHAPTER 39 OF THE CODE  
OF THE CITY OF TROY  
CITY COUNCIL PUBLIC HEARING DRAFT VERSION "A"

The City of Troy ordains:

Section 1. Short Title

This Ordinance shall be known and may be cited as an amendment to Chapter 39 of the Code of the City of Troy.

Section 2. Amendment to Article IV of Chapter 39

Article IV of Chapter 39 of the Code of the City of Troy is amended to add a new section 04.20.73, which defines Indoor Commercial Recreation Facilities, to read as follows:

04.20.73     INDOOR COMMERCIAL RECREATION FACILITY: An enterprise conducted entirely within a building, which receives a fee in return for the provision of some recreational activity or facility. Such activities and facilities include racquetball, tennis courts, gymnasiums, swimming pools, skating rinks, dance studios, performance theaters, skateboard parks, climbing facilities, miniature golf courses, indoor driving ranges, batting cages, firing ranges, basketball courts, soccer fields and similar activities or facilities. Such facilities may provide ancillary accessory uses such as pro shops or snack bars.

04.20.734     JUNK YARDS: an open area where waste, used or secondhand materials are bought and sold, exchanged, stored, baled, packed, disassembled, or handled including, but not limited to; scrap iron and other metals, paper, rags, rubber tires, and bottles. A "junk yard" includes automobile wrecking yards and includes any area of more than two hundred (200) square feet for storage, keeping or abandonment of junk but does not include uses established entirely within enclosed buildings.

Section 3 – Amendment to Article XXVIII of Chapter 39

Article XXVIII of Chapter 39 of the Code of the City of Troy is amended to add a new Section 28.30.09 which permits Indoor Commercial Recreational Facilities as Special Uses in the M-1 Light Industrial District, to read as follows:

28.30.09 Indoor commercial recreation facilities, subject to the following conditions:

A. Off-street parking requirements shall be determined based on the Zoning Ordinance requirements.

28.30.109 Other uses of a similar character to those permitted above, and which will not be injurious or have an adverse effect on adjacent areas, and may therefore be permitted subject to such conditions, restrictions and safeguards as may be deemed necessary in the interest of public health, safety and welfare.

#### Section 4. Savings

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

#### Section 5. Severability Clause

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

#### Section 6. Effective Date

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

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

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Louise Schilling, Mayor

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Tonni Bartholomew, City Clerk

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CITY OF TROY  
AN ORDINANCE TO AMEND  
CHAPTER 39 OF THE CODE  
OF THE CITY OF TROY  
CITY COUNCIL PUBLIC HEARING DRAFT VERSION "B"

The City of Troy ordains:

Section 1. Short Title

This Ordinance shall be known and may be cited as an amendment to Chapter 39 of the Code of the City of Troy.

Section 2. Amendment to Article IV of Chapter 39

Article IV of Chapter 39 of the Code of the City of Troy is amended to add a new section 04.20.73, which defines Indoor Commercial Recreation Facilities, to read as follows:

04.20.73     INDOOR COMMERCIAL RECREATION FACILITY: An enterprise conducted entirely within a building, which receives a fee in return for the provision of some recreational activity or facility. Such activities and facilities include racquetball, tennis courts, gymnasiums, swimming pools, skating rinks, dance and performance studios, skateboard parks, climbing facilities, miniature golf courses, indoor driving ranges, batting cages, firing ranges, basketball courts, soccer fields and similar activities or facilities. Such facilities may provide ancillary accessory uses such as pro shops or snack bars.

04.20.734     JUNK YARDS: an open area where waste, used or secondhand materials are bought and sold, exchanged, stored, baled, packed, disassembled, or handled including, but not limited to; scrap iron and other metals, paper, rags, rubber tires, and bottles. A "junk yard" includes automobile wrecking yards and includes any area of more than two hundred (200) square feet for storage, keeping or abandonment of junk but does not include uses established entirely within enclosed buildings.

Section 3 – Amendment to Article XXVIII of Chapter 39

Article XXVIII of Chapter 39 of the Code of the City of Troy is amended to add a new Section 28.30.09 which permits Indoor Commercial Recreational Facilities as Special Uses in the M-1 Light Industrial District, to read as follows:

28.30.09 Indoor commercial recreation facilities, subject to the following conditions:

A. Off-street parking requirements shall be determined based on the Zoning Ordinance requirements.

28.30.109 Other uses of a similar character to those permitted above, and which will not be injurious or have an adverse effect on adjacent areas, and may therefore be permitted subject to such conditions, restrictions and safeguards as may be deemed necessary in the interest of public health, safety and welfare.

#### Section 4. Savings

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

#### Section 5. Severability Clause

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

#### Section 6. Effective Date

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

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

---

Louise Schilling, Mayor

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Tonni Bartholomew, City Clerk

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**ZONING ORDINANCE TEXT AMENDMENTS**

- 12. **PUBLIC HEARING – ZONING ORDINANCE TEXT AMENDMENT (ZOTA 201) – Article 28.30.00 Arts and Dance Schools (Commercial Recreation) in Light Industrial Zoning Districts**

Mr. Miller presented a summary of the proposed zoning ordinance text amendment relating to arts and dance schools in the light industrial zoning districts. Mr. Miller reported that City Management recommends approval of ZOTA 201 as printed on the draft ZOTA dated June 24, 2005.

There was a brief discussion relating to commercial recreation in the RC zoning districts. It was determined to discuss this at a future study meeting.

**PUBLIC HEARING OPENED**

No one was present to speak.

**PUBLIC HEARING CLOSED**

**Resolution # PC-2005-07-121**

Moved by: Wright

Seconded by: Littman

**RESOLVED**, That the Planning Commission hereby recommends to the City Council that Article 28.30.09, pertaining to indoor commercial recreation facilities in the M-1 Light Industrial Zoning District, and related additional definitions, be amended as printed on the Proposed Planning Commission Public Hearing Draft Zoning Ordinance Text Amendment.

Yes: All present (7)

No: None

Absent: Vleck, Waller

**MOTION CARRIED**

**C-4 Zoning Ordinance Text Amendment (ZOTA 201) – Article 28.30.00,  
Commercial Indoor Recreation in the M-1 Light Industrial Zoning District**

Resolution #2005-11-508

Moved by Beltramini

Seconded by Stine

RESOLVED, That Zoning Ordinance Text Amendment (ZOTA 201)-Article 28.30.00, Commercial Indoor Recreation in the M-1 Light Industrial Zoning District be **POSTPONED** until the Regular City Council meeting scheduled for Monday, November 28, 2005 so that City Management can develop and present proper definitions of “performance studios” and “performance theaters” for Article IV of the Zoning Ordinance to the Planning Commission.

Yes: All-7

**TABLED ITEM****6. ZONING ORDINANCE TEXT AMENDMENT (ZOTA 201) – Article 28.30.00 Arts and Dance Schools (Commercial Recreation) in the M-1 (Light Industrial) Zoning District**

Mr. Miller provided a brief review of the proposed zoning ordinance text amendment relating to commercial indoor recreation in the M-1 Light Industrial Zoning District.

Discussion followed on the following:

- Negative affects of large performance theaters; i.e., parking, intense land use, design.
- Current vacancy rate.
- Tax base.
- Existing zoning district that allows large performance theaters [B-2 and B-3].
- Future of industrial area.

Mr. Carlisle said large performance theaters are a consumer-oriented type of use that would produce more traffic mixed with the industrial style traffic. Mr. Carlisle recommended that the members refine and create specific requirements in the Zoning Ordinance with respect to large performance theaters.

Tennis bubbles, art studio/galleries, and motion picture theaters were discussed with respect to the definitions of performance studio and performance theater.

**Resolution # PC-2005-12-192**

Moved by: Khan  
Seconded by: Drake-Batts

**RESOLVED**, That the definitions for performance studio and performance theater provided by City Management are acceptable to the Planning Commission.

Yes: All present (7)  
No: None  
Absent: Schultz, Waller

**MOTION CARRIED**

**Resolution # PC-2005-12- (motion withdrawn)**

Moved by: Chamberlain  
Seconded by: Vleck

**RESOLVED**, That the Planning Commission hereby recommends to the City Council that Paragraph 04.20.73, Indoor Commercial Recreation Facility, include both performance studios and performance theaters as well as all the other uses that are proposed in the text in front of us tonight.

Mr. Vleck asked that the motion be amended to include the word "may" before "include both performance studios and performance theaters" so the activities are not limited and also to include the term "art studios".

Mr. Chamberlain, with agreement from Mr. Vleck, withdrew the motion on the floor, and restated it as follows.

**Resolution # PC-2005-12-193**

Moved by: Chamberlain  
Seconded by: Vleck

**RESOLVED**, The City of Troy has a problem in its industrial zone of a multitude of vacancies and the tax base is being eroded; therefore the Planning Commission hereby recommends to the City Council that Paragraph 04.20.73, Indoor Commercial Recreation Facility, include performance studios, performance theaters and art studios, and that other facilities may be included in this paragraph as well as the facilities named in that paragraph in the language in front of us tonight.

Yes: All present (7)  
No: None  
Absent: Schultz, Waller

**MOTION CARRIED**

**ZONING ORDINANCE TEXT AMENDMENT**

13. ZONING ORDINANCE TEXT AMENDMENT (ZOTA 201) – Article 28.30.00  
Commercial Indoor Recreation in the M-1 (Light Industrial) Zoning District

Mr. Miller reviewed Resolutions # PC-2005-12-192 and # PC-2005-12-193 passed at the December 13, 2005 Planning Commission Regular Meeting. He reported City Management recommends that the Planning Commission rescind Resolution # PC-2005-12-193. City Management further recommends that the commercial indoor recreation facilities not include performance theaters, and that consideration be given to developing separate special use standards for performance theaters in the M-1 Light Industrial district.

**Resolution # PC-2006-02-032**

Moved by: Khan  
Seconded by: Littman

**RESOLVED**, That the Planning Commission hereby rescinds Resolution # PC-2005-12-193, which was approved by the Planning Commission at the Regular Meeting on December 13, 2005.

**Discussion on the motion on the floor.**

Mr. Littman asked if the proposed zoning ordinance text amendment was forwarded to City Council.

Mr. Miller stated that the proposed ZOTA has not been forwarded to the City Council as of yet. Mr. Miller said a thorough explanation would accompany the report to City Council. He indicated that recreational uses in the M-1 zoning district would go forward to City Council. Mr. Miller clarified that dance studios and performance studios would be included in the recommendation as uses permitted in indoor recreation, but performance theaters would be excluded.

**Vote on the motion on the floor.**

Yes: All present (6)  
No: None  
Absent: Strat, Vleck, Wright

**MOTION CARRIED**

**Resolution # PC-2006-02-033**

Moved by: Kerwin

Seconded by: Khan

**RESOLVED**, That the Planning Commission and City Management shall study the potential for developing standards for permitting Performance Theaters by Special Use Permit in the M-1 Light Industrial District.

Yes: All present (6)

No: None

Absent: Strat, Vleck, Wright

**MOTION CARRIED**

Date: March 28, 2006

To: John M. Lamerato, Acting City Manager

From: Douglas J. Smith, Director of Real Estate and Development  
Mark F. Miller, Planning Director

Subject: AGENDA ITEM – ANNOUNCEMENT OF PUBLIC HEARING (APRIL 17, 2006) – ZONING ORDINANCE TEXT AMENDMENT (ZOTA 222) – Article XXVIII, Antique or Classic Automobile Sales in the M-1 Light Industrial District

### **RECOMMENDATION**

The Planning Commission recommended approval of this item at the March 14, 2006 Regular meeting. City Management agrees with the Planning Commission and recommends approval of ZOTA 222.

### **BACKGROUND**

A representative of Birmingham Auto World submitted a text amendment application to permit classic and antique automobile sales operations as conditional uses in the M-1 district. Presently the Zoning Ordinance does not permit stand alone used automobile sales in the M-1 Light Industrial District. New car sales agencies are permitted by special use approval in the M-1 district when developed as a planned center or complex specializing in new car sales. New and used car salesrooms, showrooms or offices are permitted by right in the B-3 and H-S districts. Outdoor sales spaces for exclusive sale or lease of new or second-hand automobiles, trucks, mobile homes, trailers or recreational vehicles are permitted by special use approval in the B-3 and H-S districts.

City Management supports the concept of classic and antique automobile sales in the M-1 district. The petitioner provided draft language, which was modified by City Management. The attached minutes demonstrate that the petitioner supports the proposed ZOTA 222 City Council Public Hearing Draft.

The proposed amendment permits classic or antique automobile sales subject to conditional use approval in the M-1 Light Industrial District subject to the following specific standards:

- There shall be no outdoor storage of materials or vehicles.
- No automobile repair or service shall be permitted, unless special use approval is granted by the City.
- Sales of automobiles on site shall be exclusively limited to antique or classic automobiles; no sales of new or conventional used cars shall be permitted.
- Antique or classic automobiles located on site and offered for sale must be in operable condition.

A definition for antique or classic automobiles was created using the State of Michigan classification for historical automobiles.

A public hearing is scheduled for the April 17, 2006 City Council Regular meeting.

Attachments:

1. ZOTA 222 – City Council Public Hearing Draft.
2. Minutes from March 14, 2006 Planning Commission Regular meeting.

Prepared by RBS, MFM

cc: File/ ZOTA 222  
Applicant

G:\ZOTAs\ZOTA 222 Classic and Antique Auto Sales in M-1\Announcement of CC PH ZOTA 222 Memo 03 17 06.doc

CITY OF TROY  
AN ORDINANCE TO AMEND  
CHAPTER 39 OF THE CODE  
OF THE CITY OF TROY  
CITY COUNCIL PUBLIC HEARING DRAFT

The City of Troy ordains:

Section 1. Short Title

This Ordinance shall be known and may be cited as an amendment to Chapter 39 of the Code of the City of Troy.

Section 2 – Amendment to Articles IV and XXVIII of Chapter 39

Article XXVIII of Chapter 39 of the Code of the City of Troy is amended to permit classic or antique automobile sales subject to conditional use approval in the M-1 Light Industrial District subject to specific standards. Furthermore, Article IV Definitions is amended to provide a definition for antique or classic automobiles.

*(Underlining, except for major section titles, denotes changes.)*

04.20.12     AUTOMOBILE, ANTIQUE OR CLASSIC: an automobile that is classified as historical or is eligible to be classified as historical by the State of Michigan, which is over twenty-six (26) years old, and which is owned as a collector's item and used primarily for exhibition and educational purposes.

28.25.07     Antique or Classic Automobile Sales Agencies for antique or classic automobiles shall be permitted subject to the following:

- A.     There shall be no outdoor storage of materials or vehicles.
- B.     No automobile repair or service shall be permitted, unless special use approval is granted by the City.
- C.     Sales of automobiles on site shall be exclusively limited to antique or classic automobiles; no sales of new or conventional used cars shall be permitted.
- D.     Antique or classic automobiles located on site and offered for sale must be in operable condition.

Section 3. Savings

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

Section 4. Severability Clause

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

Section 5. Effective Date

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

This Ordinance is enacted by the Council of the City of Troy, Oakland County, Michigan, at a regular meeting of the City Council held at City Hall, 500 W. Big Beaver, Troy, MI, on the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Louise Schilling, Mayor

\_\_\_\_\_  
Tonni Bartholomew, City Clerk

**ZONING ORDINANCE TEXT AMENDMENT**

8. **PUBLIC HEARING – ZONING ORDINANCE TEXT AMENDMENT REQUEST (ZOTA 222)** – Articles 04.00.00 and 28.25.00 Classic and Antique Auto Sales Facilities in the M-1 (Light Industrial) District

Mr. Miller presented a summary of the Planning Department report for the proposed Zoning Ordinance text amendment and reported it is the recommendation of City Management to approve the Planning Commission Public Hearing draft language.

Gregory Need, attorney, 39533 Woodward Avenue, Bloomfield Hills, was present to represent the petitioner. Mr. Need announced the two principals of Birmingham Auto World were also present. He provided a brief explanation for the request and indicated his clients are supportive of the text revisions presented by City Management. Mr. Need asked the members for a favorable recommendation to City Council.

**PUBLIC HEARING OPENED**

No one was present to speak.

**PUBLIC HEARING CLOSED**

Mr. Vleck addressed Section 28.25.07 (D) of the proposed text that states antique or classic automobiles located on site and offered for sale must be in operable condition. He suggested the elimination of the text to also allow inoperable automobiles on site.

Mr. Need said his clients have no preference on the wording of that section because all their vehicles are in operable condition.

**Resolution # PC-2006-03-045**

Moved by: Wright  
Seconded by: Kerwin

**RESOLVED**, That the Planning Commission hereby recommends to the City Council that Articles IV DEFINITIONS and XXVIII M-1 LIGHT INDUSTRIAL DISTRICT, pertaining to Antique or Classic Automobile Sales Agencies in the M-1 District, be amended as printed on the Proposed Zoning Ordinance Text Amendment, Planning Commission Public Hearing Draft.

Yes: Kerwin, Littman, Schultz, Strat, Waller, Wright  
No: Vleck  
Absent: Drake-Batts, Khan

**MOTION CARRIED**

Mr. Vleck said he would prefer the deletion of Section 28.25.07 (D) because it would allow more flexibility to potential people who wish to service classic automobiles in the M-1 district.

DATE: March 28, 2006

TO: John M. Lamerato, Acting City Manager

FROM: Brian P. Murphy, Assistant City Manager/Services  
Mark Stimac, Director of Building & Zoning

SUBJECT: Agenda Item - Announcement of Public Hearing  
Commercial Vehicle Appeal  
376 Colebrook

On March 13, 2006, information was sent to Mr. Lawrence Dalbec that identified restrictions related to a commercial vehicle located on residential property. As part of that information, he was advised that the Chevrolet cube van parked on the property did not comply with the exceptions found in Chapter 39, Section 40.66.00. He was given the option to remove the vehicle or appeal to City Council for relief of the Ordinance.

In response to our letters, Mr. Dalbec has filed an appeal. The appeal requests that a public hearing date be held in accordance with the ordinance. A public hearing has been scheduled for your meeting of April 17, 2006.

Should you have any questions or require additional information, kindly advise.

#### Attachments

Prepared by: Mark Stimac, Director of Building and Zoning

**COMMERCIAL VEHICLE  
APPEAL APPLICATION**

Request is hereby made for permission to keep a commercial vehicle(s) as described below, on the following residential zoned site:

NAME: LAWRENCE DALBEC

ADDRESS: 376 COLEBROOK

CITY: TROY MI. ZIP: 48083 PHONE: 248-528-1078

ADDRESS OF SITE: 376 COLEBROOK CELL 248 310-3090

NUMBER OF VEHICLES: 1

VEHICLE IDENTIFICATION NUMBER(S)  
1GBHG31K5RF130919

LICENSE PLATE NUMBER(S) C 6112R

DESCRIPTION OF VEHICLE(S) CUBE VAN

RECEIVED

MAR 22 2009

BUILDING DEPT.

REASON FOR APPEAL (see A - D below) C + D

I'VE HAD A CUBE VAN PARKED HERE SINCE THE 1980'S

THE APPLICANT IS AWARE OF THE REQUIRED FINDINGS WHICH ARE STATED IN THE FOLLOWING:

44.02.01 ACTIONS TO GRANT APPEALS ... SHALL BE BASED UPON AT LEAST ONE OF THE FOLLOWING FINDINGS BY THE CITY COUNCIL:

- A. The occurrence of the subject commercial vehicle on the residential site involved is compelled by parties other than the owner or occupant of the subject residential site (e.g. employer).
- B. Efforts by the applicant have determined there are no reasonable or feasible alternative locations for parking of the subject commercial vehicle.
- C. A garage or accessory building on the subject site cannot accommodate, or cannot reasonably be constructed or modified to accommodate the subject commercial vehicle
- D. The location available on the residential site for the outdoor parking of the subject commercial vehicle is adequate to provide for such parking in a manner that will not negatively impact adjacent residential properties, and will not negatively impact pedestrian and vehicular movement along the frontage street(s).

**COMMERCIAL VEHICLE APPEAL APPLICATION**

40.02.2. The City Council may grant appeals in relation to the type, character or number of commercial vehicles to be parked outdoors in Residential Districts for an initial period not to exceed two (2) years, and may thereafter extend such actions for a similar period.

Supporting data, attached to the application, shall include: a plot plan, drawn to scale, a description and location of the vehicle(s) and a photo of the vehicle on-site..

  
(signature of applicant)

STATE OF MICHIGAN  
COUNTY OF Oakland

On this 22 day of March, 2006 before me personally appeared the above named person who depose and sayeth that he/she signed this application with full knowledge of its contents and that all matters stated therein are true.

  
Notary Public, Oakland County, Michigan

My Commission Expires: 8-25-2008

BARBARA A. AUGHE  
Notary Public, Oakland County, MI  
My Commission Expires Aug. 25, 2008

376  
COLEBROOK AVENUE  
100.0'

LAWRENCE DALBE

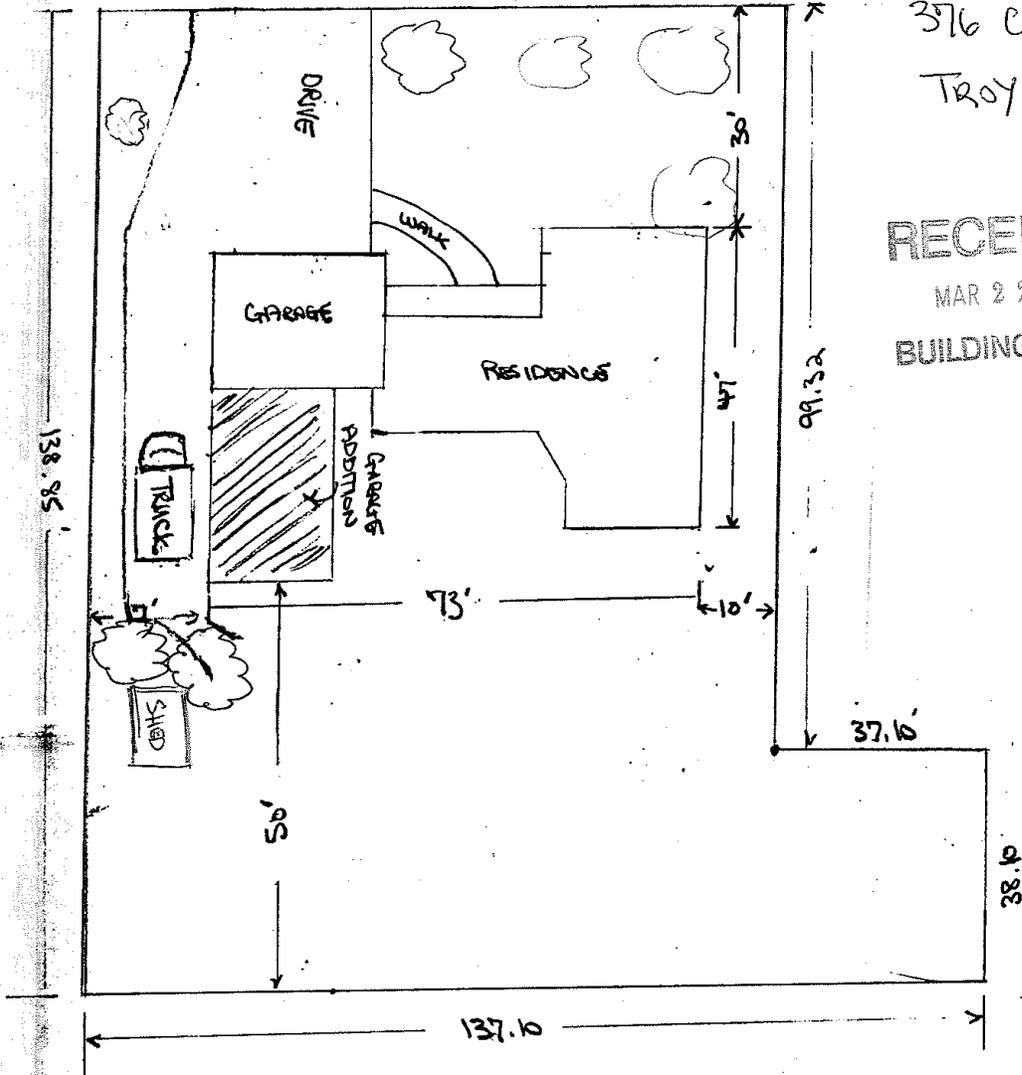
376 COLEBROOK

TROY, MI 48068

RECEIVED

MAR 22 2006

BUILDING DEPT.



PLOT PLAN

LOT 40 CLOUDSDALE FARMS LIBER 33 PAGE 13 O.C.R.  
AND THE EAST 1/2 OF LOT 3 EXCEPT THE SOUTH 150'  
AND THE WEST 1/2 OF LOT 3, E 37.10 FT. OF THE  
N 39.50 FT PARCEL B SUPERVISOR PLAT NO. 6"  
LIBER 45, PAGE 23 O.C.R.



DATE: March 28, 2006

TO: John M. Lamerato, Acting City Manager

FROM: Douglas J. Smith, Director of Real Estate and Development  
Mark F. Miller, Planning Director

SUBJECT: AGENDA ITEM – ANNOUNCEMENT OF PUBLIC HEARING (APRIL 17, 2006) – REZONING APPLICATION – Proposed Medical Office, east side of Stephenson Highway, north of Fourteen Mile and south of Maple, Section 35 – R-C to O-M (Z 715)

### **RECOMMENDATION**

The application is consistent with the intent of the Future Land Use Plan and compatible with existing zoning districts and land uses. The Planning Commission recommended approval of this item at the March 14, 2006 Regular meeting. City Management agrees with the Planning Commission and recommends approval of the rezoning application.

### **GENERAL INFORMATION**

#### Name of Owner / Applicant:

The owner and applicant is Robbins Investments LLC.

#### Location of Subject Property:

The property is located on the east side of Stephenson Highway, north of Fourteen Mile and south of Maple, in Section 35.

#### Size of Subject Parcel:

The applicant originally applied to rezone a 16-acre parcel made up of three separate properties. One of the properties (466 Stephenson) approximately 3 acres in area was withdrawn from the application prior to the March 14, 2006 Planning Commission. The subject parcel is now comprised of the two remaining properties (500 and 550 Stephenson) and totals approximately 13 acres in area.

#### Current Use of Subject Property:

Two existing office buildings presently sit on the property.

#### Current Zoning Classification:

R-C Research Center.

#### Proposed Zoning of Subject Parcel:

O-M Office Mid-Rise.

Proposed Uses and Buildings on Subject Parcel:

The application indicates that the proposed use is medical office building.

Current Use of Adjacent Parcels:

North: R-C Research Center.

South: R-C Research Center.

East: R-C Research Center and O-1 Office Building.

West: M-1 Light Industrial.

Zoning Classification of Adjacent Parcels:

North: Office.

South: Office.

East: Office.

West: Light Industrial.

**ANALYSIS**

Range of Uses Permitted in the Proposed O-M Zoning District and Potential Build-out Scenario:

PRINCIPAL USES PERMITTED:

Any use permitted as a principal use in the O-1 Office Building.

Data processing and computer centers, including sales, service and maintenance of electronic data processing equipment.

Any use charged with the principal function of office-type research or technical training.

Other uses similar to the above uses.

Accessory structures and uses customarily incident to the above permitted uses.

USES PERMITTED SUBJECT TO SPECIAL CONDITIONS:

The following uses shall be permitted provided they are included in the office use structure or other principal structures as indicated in Section 25.20.00 "Principal Uses Permitted", or are attached to such structures by means of a fully enclosed structural attachment, and therefore shall not be permitted as freestanding structures. Such secondary structures shall be designed so as to provide a logical extension of the floor plan of the principal structures, and shall utilize exterior materials similar to or harmonious with such principal structures.

- A) Personal service establishments which perform services on the premises including, but not limited to: barber shops, beauty parlors, tailor shops, and photographic studios.

- B) Retail business establishments which supply commodities on the premises including, but not limited to: millinery shops, clothing shops, shoe shops, pharmacy or apothecary shops, interior decorating shops, flower shops, office supply and stationery shops, notion and gift shops.
- C) Restaurants or other places serving food or beverage, except those having the character of an open front store, drive-in or carry-out establishment so called.
- D) Entertainment and recreation facilities including, but not limited to: theaters, auditoriums, sports and health facilities.
- E) Clubs, fraternal organizations and service clubs whose activities are not carried on as a business.

Such uses shall, in total, occupy no more than twenty (20) percent of the floor area of the building complex of which they are a part.

Utility sub-stations, transformer stations or gas regulator stations (without storage yards).

#### USES PERMITTED SUBJECT TO SPECIAL USE APPROVAL:

Hotels or motels may be permitted by the City Council, following a report and recommendation by the Planning Commission.

Outside seating, assembly, and activity areas for restaurants and hotels, may be permitted by the City Council.

Mechanical or laboratory research involving testing or evaluation of products, or prototype or experimental product or process development.

#### Vehicular and Non-motorized Access:

Access to the property is provided from Stephenson Highway.

#### Potential Storm Water and Utility Issues:

The applicant proposes no additional construction on the property.

#### Natural Features and Floodplains:

The Natural Features Map indicates there are no significant natural features located on the property.

#### Compliance with Future Land Use Plan:

The Future Land Use Plan classifies this parcel as Office/Research. The Research classification has a primary correlation with the R-C District and a secondary correlation with the M-1, O-1, O-M and O-S-C Districts. The application is therefore consistent with the Future Land Use Plan. The area was designated Light Industrial on the Master

Land Use Plan in 1965, designated Industrial/Research on the 1971 Plan and then designated Office/Research on the 2002 Future Land Use Plan.

Compliance with Location Standards:

The location standards for the O-M Office Mid-Rise District in Article 25.40.00 may be applied when the application of such a classification is consistent with the intent of the Master Land Use Plan, and therefore involves (1) Areas indicated as mid-rise office (Article 25.40.02) or (2) Areas designated for higher intensity office development, when it is determined that the total community would be more effectively and properly served by the application of O-M zoning than by the application of a more intense office district (Article 25.40.03).

While the property is not classified as mid-rise office on the Future Land Use Plan, the property is classified as Office/Research, which correlates with the O-M district. The application is consistent with the intent of the Future Land Use Plan.

Attachments:

1. Maps.
2. Minutes from March 14, 2006 Planning Commission Regular meeting.
3. Letter from applicant requesting withdrawal of 466 Stephenson from the subject parcel, dated March 13, 2006.
4. Supporting statement from applicant.

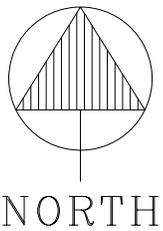
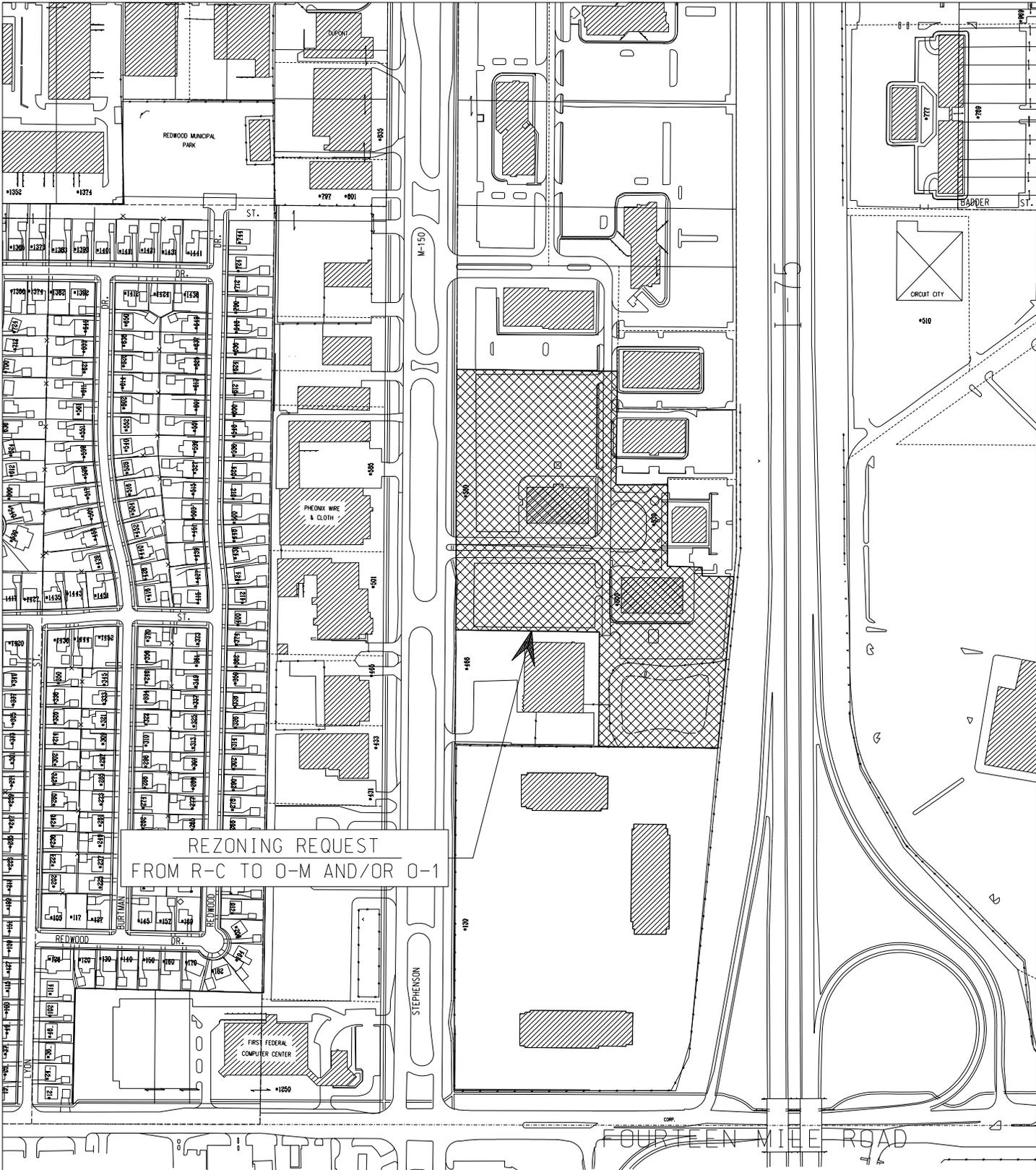
Prepared by RBS, MFM

cc: Applicant  
File (Z 715)

G:\REZONING REQUESTS\Z-715 Robbins Investments Sec. 35\Announcement of CC Public Hearing Z 715 4 17 06.doc

# CITY OF TROY





- REPRESENTS NON-RES. STRUCTURE OF NEWER CONSTRUCTION, IT DOES NOT ACCURATELY REPRESENT LOCATION OF STRUCTURES ON SITE OR LAYOUT OF STRUCTURES

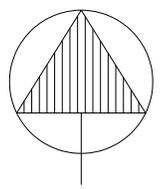


- REPRESENTS DWELLING UNIT OF NEWER CONSTRUCTION, IT DOES NOT ACCURATELY REPRESENT LOCATION OF STRUCTURES ON SITE OR LAYOUT OF STRUCTURES

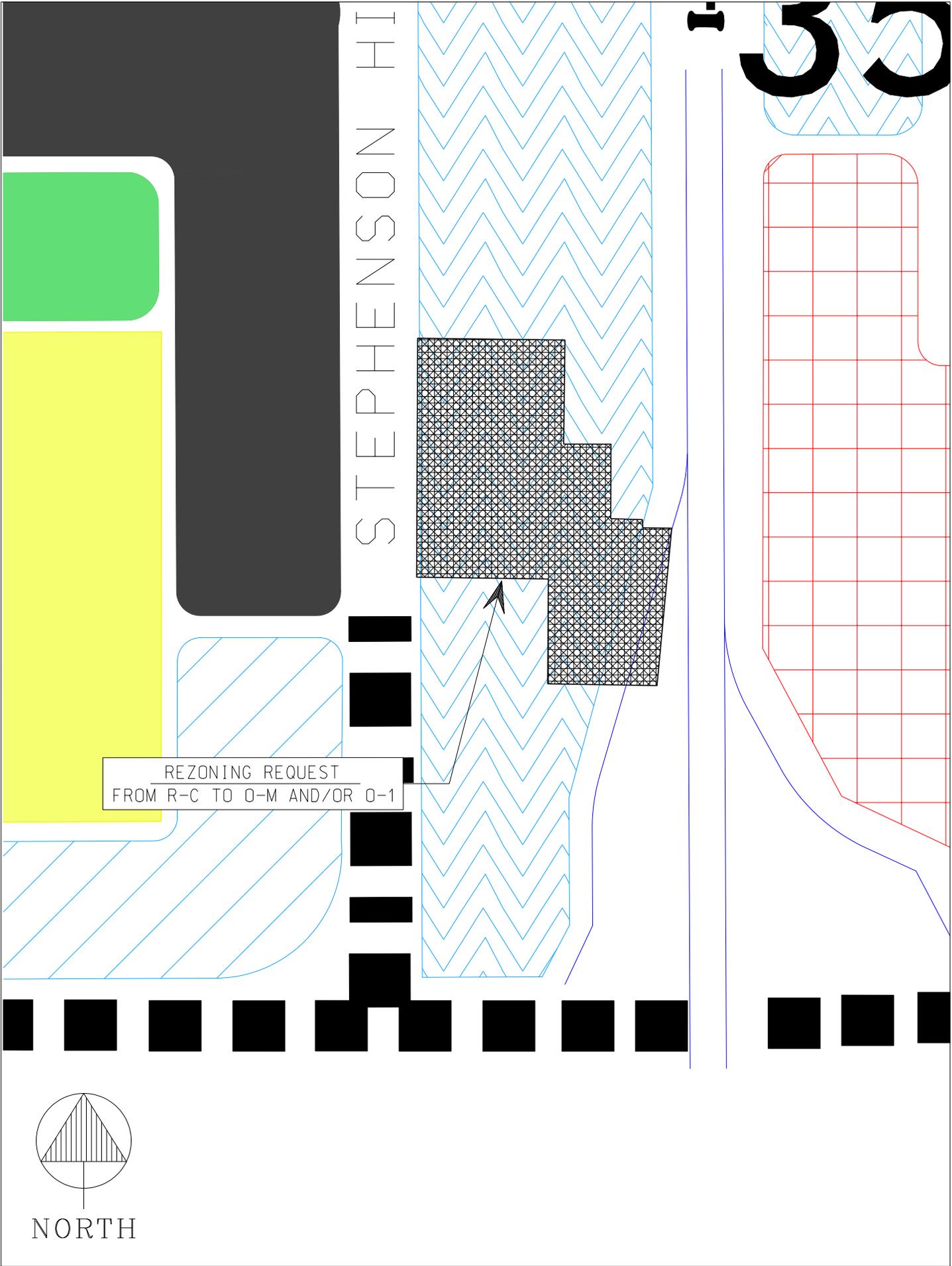


I-75

FOURTEEN MILE ROAD



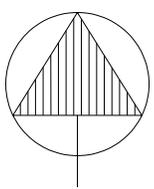
NORTH



REZONING REQUEST  
FROM R-C TO O-M AND/OR O-1

STEPHENSON HI

53



NORTH

REZONING REQUEST  
PROPOSED OFFICE USE OF EXISTING BLDG.  
FROM R-C TO O-M &/OR O-1  
W SIDE OF STEPHENSON HWY., N OF FOURTEEN MILE RD.  
SEC. 35 (Z-715)

REZONING REQUEST  
FROM R-C TO O-M &/OR O-1



0 100 200 300 400 Feet



REZONING REQUEST  
PROPOSED OFFICE USE OF EXISTING BLDG.  
FROM R-C TO O-M &/OR O-1  
W SIDE OF STEPHENSON HWY., N OF FOURTEEN MILE RD.  
SEC. 35 (Z-715)

(R-C) Research  
Center District

(M-1) Light  
Industrial  
District

(R-1E) One Family  
Residential District

STEPHENSON

S 175

N 175

(B-3) General  
Business  
District

N 175

REZONING REQUEST  
FROM R-C TO O-M &/OR O-1

(O-1) Office  
Building  
District

S 175

0 100 200 300 400 Feet



## REZONING REQUEST

6. PUBLIC HEARING – PROPOSED REZONING (Z 715) – Proposed Office Use of Existing Buildings, West side of Stephenson Hwy, North of Fourteen Mile Road, Section 35 – From R-C (Research Center) to O-M (Office Mid-Rise) and/or O-1 (Office Low Rise) District

Mr. Miller identified three pieces of correspondence distributed to the members prior to the beginning of tonight's meeting; i.e., written request from the petitioner to withdraw one parcel from the rezoning request; a proposed Resolution to correspond to the exclusion of that parcel, and a boundary survey showing the withdrawn parcel.

Mr. Miller presented a summary of the Planning Department report for the proposed rezoning and noted that the rezoning was advertised for both O-M and O-1. Mr. Miller reported it is the recommendation of City Management to approve the revised rezoning request.

The petitioner, Michael Surnow of Robbins Investments LLC, 7115 Orchard Lake Road, West Bloomfield, was present. Mr. Surnow said the property is needed for medical office use.

### PUBLIC HEARING OPENED

No one was present to speak.

### PUBLIC HEARING CLOSED

Mr. Motzny confirmed the rezoning request as revised does not need to be re-advertised and the members could proceed with the request.

### **Resolution # PC-2006-03-043**

Moved by: Littman

Seconded by: Schultz

**WHEREAS**, The applicant has requested that a parcel approximately 3.047 acres in size, described in the legal description as Lot 1 of Robbins Executive Park West, referred to as 466 Stephenson Highway, be withdrawn from the rezoning application, and

**WHEREAS**, The applicant wishes to proceed with the rezoning of the remaining portion of the property, described in the legal description as Lot 2 and part of Lot 3 of Robbins Executive Park West, referred to as 500 and 550 Stephenson Highway.

***BE IT FURTHER RESOLVED***, That the Planning Commission hereby recommends to the City Council that the R-C to O-M rezoning request, located on the west side of Stephenson Highway, north of Fourteen Mile Road, within Section 35, being approximately 13 acres in size, be granted.

Yes: All present (7)  
No: None  
Absent: Drake-Batts, Khan

**MOTION CARRIED**

# ROBBINS INVESTMENTS, LLC

March 13, 2006

City of Troy  
Planning Department  
500 West Big Beaver  
Troy, MI 48083

**Re: Robbins Investments Proposed Re-zoning Z - 715**

Dear Mr. Miller:

Please be advised that I wish to withdraw from our request for re-zoning that portion of the parcel commonly known as 466 Stephenson Highway. Accordingly, the re-zoning request should now consist solely of the parcels commonly known as 500 and 550 Stephenson Highway respectively.

Thank you for your cooperation.

Very truly yours,



Michael S. Surnow

MSS/cmp

\\P:\bar-w\1\641\My Documents\Robbins Dev\City of Troy\06-0715 - Rezoning Proposal - MRB\mss

## Supporting Statement

Although Troy enjoys a reputation as a good community in which to live, work, and operate a business; it has recently experienced a sharp decline in its office market due to the overall negative trend in the regions automotive industry.

The current office market vacancy is roughly 25% and continues to spiral downward as a substantial portion of the area's office tenants are automotive related. As an example, our building at 466 Stephenson Highway has remained vacant for in excess of three years despite an aggressive marketing campaign.

Given the evaporation of many traditional office users, landlords are confronted with the daunting task of finding new and attractive alternative uses for traditional office buildings if they are to remain occupied.

By rezoning from the present RC to the OM district allows us greater latitude in attracting some non-traditional office tenants and thus provides additional opportunities for occupancy that simply do not exist under the more restrictive RC classification. Clearly, these troubled economic times call for increased cooperation between government and landowners to develop alternative uses for existing distressed properties in order to achieve long term growth and stability.

RE

JAN 30 2006

PLANN

**TRAFFIC COMMITTEE MINUTES      OCTOBER 19, 2005      FINAL**

A regular meeting of the Troy Traffic Committee was held Wednesday, October 19, 2005 in the Lower Level Conference Room at Troy City Hall. John Diefenbaker called the meeting to order at 7:30 p.m.

**1.      Roll Call**

PRESENT:      John Diefenbaker  
                   Richard Minnick  
                   Gordon Schepke  
                   Peter Ziegenfelder  
                   Katherine Tan, Student Representative

ABSENT:      Ted Halsey  
                   Jan Hubbell  
                   Richard Kilmer

Also present: John Abraham, Traffic Engineer  
                   Sgt. Robert Redmond, Police Department  
                   Lt. Robert Matlick, Fire Department

and             Chris Dyrda, 6383 Glyndebourne  
                   Michele Miros, 2366 Red Maple  
                   Beth Boehm, 2313 Red Maple  
                   John Boudreau, 6493 Glyndebourne  
                   Dale R. Zygnowicz, 6370 Elmoor

**Resolution to Excuse Absent Members**

RESOLUTION #2005-10-59

Moved by Minnick

Seconded by Ziegenfelder

To excuse Mr. Halsey, Ms. Hubbell, and Mr. Kilmer.

YES:           All-4

NO:            None

ABSENT:      3 (Halsey, Hubbell, Kilmer)

MOTION CARRIED

**2.      Minutes – September 21, 2005**

RESOLUTION #2005-10-60

Moved by Minnick

Seconded by Ziegenfelder

To approve the September 21, 2005 minutes as printed.

YES: All-4  
NO: None  
ABSENT: 3 (Halsey, Hubbell, Kilmer)

MOTION CARRIED

**3. Install All-way STOP signs at Glyndebourne and Red Maple**

Beth Boehm, 2313 Red Maple Drive, is requesting all-way STOP signs at the intersection of Glyndebourne and Red Maple. There are currently STOP signs on Red Maple, but Ms. Boehm feels the traffic speeds on Glyndebourne necessitate STOP signs there also.

Glyndebourne runs from Square Lake Road and ends in a cul-de-sac north of Red Maple Drive. Red Maple runs west off Coolidge, and traffic moves from Coolidge to Beach via Red Maple, Parkdale and Ridgeview. The intersection of Glyndebourne and Red Maple is currently controlled by STOP signs on Red Maple.

A traffic crash study shows no reported crashes at this intersection since 2002. The intersection also doesn't have any major sight obstructions. This intersection is a relatively low-volume intersection with around 500 vehicles in a day on both streets.

Traffic volumes on Troy residential streets range between 300 and 5000 vehicles per day. For STOP signs to be installed on Glyndebourne at Red Maple, one of the following conditions should be satisfied as per the Michigan Manual of Uniform Traffic Control Devices:

- ❖ *Where traffic signals are warranted and urgently needed, the multi-way STOP is an interim measure that can be installed quickly to control traffic while arrangements are being made for traffic signal installation.*
- ❖ *An accident problem as indicated by five or more reported accidents of the type susceptible to correction by a multi-way STOP during a 12-month period. Such accidents include right and left turn collisions.*
- ❖ *Minimum Traffic Volume – The total vehicular volume entering the intersection from all approaches must average at least 500 vehicles per hour for any eight hours of an average day.*

❖ None of the warrants for an all-way STOP-controlled intersection have been met for this intersection. It has been documented by different agencies that unwarranted STOP signs normally result in high violation rates and also promote general loss of credibility of all traffic control signs. Research also suggests that STOP signs are not effective in reducing speeds on residential roads.

The City now has a program called the Neighborhood Traffic Harmonization program (NTHP), in which the residents can work with City staff to pursue solutions to increase residential area traffic safety.

Ms. Boehm reports that many neighborhood families have two or three children each, and she is concerned for their safety. She mentioned that Glyndebourne runs off Square Lake, and curves and mature trees serve to obstruct vision. Chris Dyrda, 6383 Glyndebourne, has seen incidents of cars coming from side streets and almost hitting Glyndebourne traffic.

Ms. Boehm turned in letters supporting the installation of an all-way STOP sign from Michele Miros, 2366 Red Maple, David Fracassa, 2371 Red Maple, Jack Boudreau, 6493 Glyndebourne, and Don and Grace Guthrie, 2312 Red Maple.

Michele Miros, 2366 Red Maple, addressed the committee and requested an all-way STOP at the intersection.

Sgt. Redmond said there have been no reported accidents since 2002, and no reported speeding/stop sign violation complaints at this location. He indicated that Glyndebourne traffic is only around 238 vehicles per day, and the average speed at the time of the study was 18 mph. He said this is a quiet area and he sees no need for more STOP signs. Most drivers would just run through them. Sgt. Redmond will assign a patrol car to watch the intersection.

John Boudreau, 6493 Glyndebourne, is president of the homeowners association. He agrees that speeds are not a major concern in this neighborhood but is concerned with people blowing the STOP sign on Red Maple. Sgt. Redmond said that there will be a police officer monitoring that intersection tomorrow and that he will also add this location to his list.

Mr. Minnick said he spent some time at the intersection and sees no reason to put in all-way STOP signs, as it is a beautiful and peaceful subdivision.

RESOLUTION #2005-10-61

Moved by Minnick

Seconded by Schepke

To recommend no changes at Glyndebourne and Red Maple.

YES: All-4

NO: None

ABSENT: 3 (Halsey, Hubbell, Kilmer)

MOTION CARRIED

**4. Establish Fire Lanes at Midtown Square Condos, Maple and Coolidge**

Section 8.28, Chapter 106, Troy City Code, provides for the establishment of fire lanes on private property. The Fire Department recommends that the fire lanes shown on the attached sketch be provided to allow proper deployment of and travel by emergency vehicles (fire, police, medical).

This item was first discussed at the September meeting. Shane Diehl, representing the condominium association, asked for a variance on the number of signs required. The standards require 54 signs, 100 feet apart, at a total cost of about \$5,000, and he felt that so many signs would be unsightly. Mr. Diehl requested signs every 150 feet, for a total of only 36 signs. Lt. Matlick and Mr. Diehl agreed to discuss alternative plans before the October meeting.

Lt. Matlick now reports that he and Mr. Diehl have agreed to the original plan, as shown in the attached sketch.

**RESOLUTION #2005-10-62**

Moved by Minnick

Seconded by Schepke

To recommend that the fire lanes/tow away zones shown in the attached sketch be established at Midtown Square Condos, Maple and Coolidge.

YES: All-4  
NO: None  
ABSENT: 3 (Halsey, Hubbell, Kilmer)

MOTION CARRIED

**5. Other Business**

Mr. Diefenbaker repeated his request for NO PARKING signs on Blanche. There is a business there and their traffic clogs the street. Dr. Abraham has already requested that the signs be installed, and will check into their installation.

The committee decided to cancel the December meeting. The next meeting will be January 18, 2006.

**6. Visitors' Time**

No one wished to speak on items not on the agenda.

RESOLUTION #2005-10-63

Moved by Diefenbaker

Seconded by Ziegenfelder

To cancel the December meeting.

YES: All-4

NO: None

ABSENT: 3 (Halsey, Hubbell, Kilmer)

MOTION CARRIED

7. **Adjourn**

The meeting was adjourned at 8:00 p.m.

---

John Diefenbaker

---

Laurel Nottage  
Recording Secretary



CHARANWOOD

BEACH

BRETRY

PARK VIEW

RIDGEDALE

REDMAPLE

GLYNDEBOURNE

RED OAK

DALESFORD

CATALPA CT

SHAGBARK

CHALGROVE

RED MAPLE

TANGLEWOOD

COOLIDGE HWY



October 19, 2005

City of Troy  
500 West Big Beaver  
Troy, MI

**RE: Traffic Committee Meeting Agenda Item – Install All-Way STOP Signs on Glyndebourne at Red Maple Requested by Beth Boehm**

Dear City Representatives,

We strongly support this recommendation by Beth Boehm. There are many children in this neighborhood and thru traffic on Glyndebourne should have Stop Signs as well as a safety precaution.

Sincerely,

A handwritten signature in cursive script that reads "Michele Miros".

Michele Miros  
2366 Red Maple Drive  
Troy, MI 48098

October 19, 2005

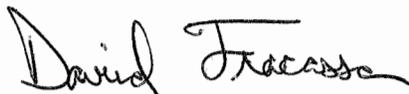
City of Troy  
500 West Big Beaver  
Troy, MI

**RE: Traffic Committee Meeting Agenda Item – Install All-Way STOP Signs on  
Glyndebourne at Red Maple Requested by Beth Boehm**

Dear City Representatives,

We strongly support this recommendation by Beth Boehm. There are many children in this neighborhood and thru traffic on Glyndebourne should have Stop Signs as well as a safety precaution.

Sincerely,

A handwritten signature in cursive script that reads "David Fracassa".

David Fracassa  
2371 Red Maple Drive  
Troy, MI 48098

To: Troy Traffic Committee

From: Don and Grace Guthrie

Date: October 18, 2005

Re: All-way STOP signs on Glyndebourne at Red Maple Drive

This letter is to convey our support for the installation of stop signs on Glyndebourne at Red Maple Drive. We have lived at this corner almost 27 years and have witnessed many near accidents.

A driver's vision is hindered somewhat when going either north or south on Glyndebourne. Also, without a stop sign, drivers tend to cross Red Maple Drive without using enough caution.

We believe the Traffic Department of the City of Troy should come out and look at the area before they make a decision. Take some time to watch traffic from both streets.

We regret we are unable to attend your October 19, 2005, meeting but wanted our opinion to be known. Thank you for your attention to this traffic need.

*Don + Grace Guthrie  
2312 Red Maple Dr.*

Charnwood Park Association



October 19, 2005

To whom it may concern at Troy Traffic Committee,

On behalf of the HomeOwners Association at the Hills of Charnwood, I would like to express our endorsement of the Glydenbourne stop sign at Red Maple. Several of our homeowner are families with small Children. At this intersection there are at least 10 families with several children within a 1/10<sup>th</sup> of a mile each way. We believe it is in the best interest for the safety of the members of this community to have a stop sign at Glydenbourne and Red Maple.

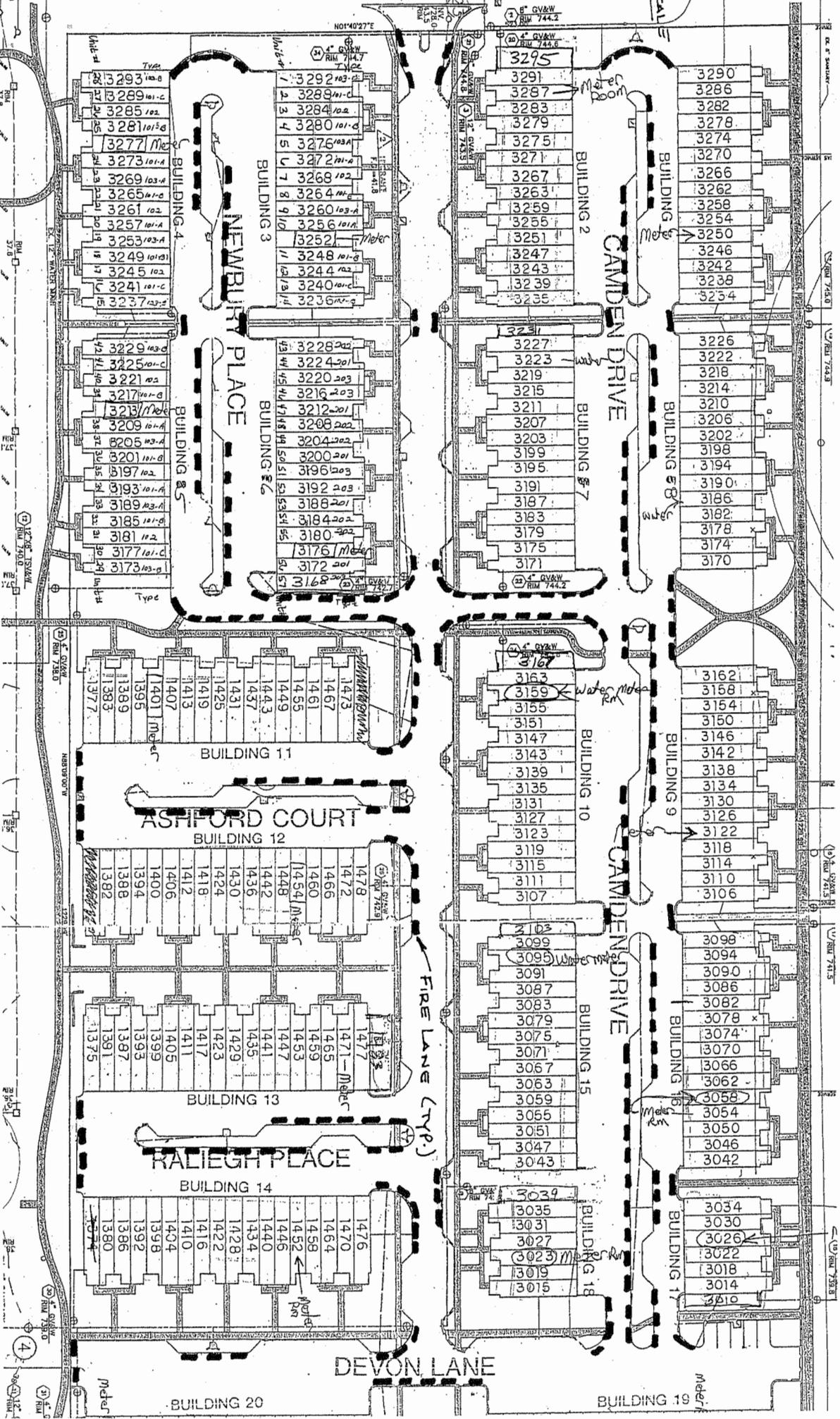
Thank you for your consideration.

Signed,

A handwritten signature in cursive script that reads 'Jack Boudreau'. The signature is fluid and matches the style of the logo above.

Jack Boudreau  
President of the Hills of Charnwood

EX. 12" WATER MAIN



**TRAFFIC COMMITTEE MINUTES      JANUARY 18, 2006      FINAL**

A regular meeting of the Troy Traffic Committee was held Wednesday, January 18, 2006 in the Lower Level Conference Room at Troy City Hall. Jan Hubbell called the meeting to order at 7:30 p.m.

**1.      Roll Call**

PRESENT:      Ted Halsey  
                 Jan Hubbell  
                 Richard Kilmer  
                 Richard Minnick  
                 Gordon Schepke  
                 Peter Ziegenfelder  
                 Katherine Tan, Student Representative

ABSENT:      John Diefenbaker

Also present: John Abraham, Traffic Engineer  
                 Lt. Scott McWilliams, Traffic Safety Division, Troy Police Department  
                 Lt. Robert Matlick, Fire Department

and              Mike Johnson, 422 E. Square Lake Rd.  
                 Paul J. Turner, 3899 Spruce Rd.  
                 Paul Friesen, 40 Whitney Ct.  
                 Ken Bank, 4832 Rochester Rd.  
                 Dale R. Zygnowicz, 6370 Elmoor

**Resolution to Excuse Absent Members****RESOLUTION #2006-01-01**

Moved by Halsey  
Seconded by Ziegenfelder

To excuse Mr. Diefenbaker, as he is absent from the state.

YES:            All-6  
NO:             None  
ABSENT:      1 (Diefenbaker)

MOTION CARRIED

**2.      Minutes – October 19, 2005**

**RESOLUTION #2006-01-02**  
Moved by Kilmer  
Seconded by Ziegenfelder

To approve the October 19, 2005 minutes as printed.

YES: All-6  
NO: None  
ABSENT: 1 (Diefenbaker)

MOTION CARRIED

### PUBLIC HEARINGS

#### 3. **Request for Sidewalk Waiver – 457 West South Boulevard**

Giovanni Vettraino and Cathy Anne Vettraino are requesting a waiver for the sidewalk at 457 West South Boulevard. The sidewalk ordinance requires that sidewalk be installed in conjunction with the development of this parcel due to a recent lot split, combined and replatted. The Public Works Department recommends denial of this waiver request. Petitioner has signed an "Agreement for Irrevocable Petition for Sidewalks."

Petitioners state that there are no other sidewalks in the area, the sidewalk would lead nowhere and connect to nothing.

The petitioners were notified of the meeting but did not attend, and the committee was reluctant to make a decision until they were present.

#### RESOLUTION #2006-01-03

Moved by Minnick

Seconded by Schepke

To postpone a decision on this item until the next meeting and request that the petitioners attend.

YES: All-6  
NO: None  
ABSENT: 1 (Diefenbaker)

MOTION CARRIED

#### 4. **Request for Sidewalk Waiver – 1058 Arthur**

Mike Johnson is requesting a waiver for the sidewalk at 1058 Arthur. The sidewalk ordinance requires that sidewalk be installed in conjunction with the development of this parcel due to a recent lot split, combined and replatted. The Public Works Department recommends denial of this waiver request. Petitioner has signed an "Agreement for Irrevocable Petition for Sidewalks."

Petitioner states that there are no other sidewalks in the area, the sidewalk would lead nowhere and connect to nothing.

Mr. Minnick has inspected the site and feels that there is no room for a sidewalk.

RESOLUTION #2006-01-04

Moved by Minnick

Seconded by Kilmer

WHEREAS, City of Troy Ordinances, Chapter 34, Section 8(D) allows the Traffic Committee to grant temporary waivers of the City of Troy Design Standards for Sidewalks upon a demonstration of necessity; and

WHEREAS, Mike Johnson has requested a temporary waiver of the requirement to construct a sidewalk on the property because there are no other sidewalks in the area, the sidewalk would lead nowhere and connect to nothing; and

WHEREAS, the Traffic Committee has determined the following:

- a. A variance will not impair the public health, safety or general welfare of the inhabitants of the City and will not unreasonably diminish or impair established property values within the surrounding area, and
- b. A strict application of the requirements to construct a sidewalk would result in practical difficulties to, or undue hardship upon, the owners, and
- c. The construction of a new sidewalk on the property line would lead nowhere and connect to no other walk, and thus will not serve the purpose of a pedestrian travel-way.

NOW THEREFORE, BE IT RESOLVED that the Traffic Committee grants a two-year waiver of the sidewalk requirement for the property at 1058 Arthur, which is owned by Mike Johnson.

YES: All-6  
 NO: None  
 ABSENT: 1 (Diefenbaker)

MOTION CARRIED

**5. Request for Sidewalk Waiver – 1070 Arthur**

Mike Johnson is requesting a waiver for the sidewalk at 1070 Arthur. The sidewalk ordinance requires that sidewalk be installed in conjunction with the development of this parcel due to a recent lot split, combined and replatted. The Public Works Department recommends denial of this waiver request. Petitioner has signed an "Agreement for Irrevocable Petition for Sidewalks."

Petitioner states that there are no other sidewalks in the area, the sidewalk would lead nowhere and connect to nothing.

RESOLUTION #2006-01-05

Moved by Kilmer

Seconded by Minnick

WHEREAS, City of Troy Ordinances, Chapter 34, Section 8(D) allows the Traffic Committee to grant temporary waivers of the City of Troy Design Standards for Sidewalks upon a demonstration of necessity; and

WHEREAS, Mike Johnson has requested a temporary waiver of the requirement to construct a sidewalk on the property because there are no other sidewalks in the area, the sidewalk would lead nowhere and connect to nothing; and

WHEREAS, the Traffic Committee has determined the following:

- a. A variance will not impair the public health, safety or general welfare of the inhabitants of the City and will not unreasonably diminish or impair established property values within the surrounding area, and
- b. A strict application of the requirements to construct a sidewalk would result in practical difficulties to, or undue hardship upon, the owners, and
- c. The construction of a new sidewalk on the property line would lead nowhere and connect to no other walk, and thus will not serve the purpose of a pedestrian travel-way.

NOW THEREFORE, BE IT RESOLVED that the Traffic Committee grants a two-year waiver of the sidewalk requirement for the property at 1070 Arthur, which is owned by Mike Johnson.

YES: All-6  
NO: None  
ABSENT: 1 (Diefenbaker)

MOTION CARRIED

**6. Request for Sidewalk Waiver – 1047 Vermont**

Mike Johnson is requesting a waiver for the sidewalk at 1047 Vermont. The sidewalk ordinance requires that sidewalk be installed in conjunction with the development of this parcel due to a recent lot split, combined and replatted. The Public Works Department recommends denial of this waiver request. Petitioner has signed an "Agreement for Irrevocable Petition for Sidewalks."

Petitioner states that there are no other sidewalks in the area, the sidewalk would lead nowhere and connect to nothing.

Daniel Walsh, 1010 Woodslee, wrote to the Traffic Engineer requesting that sidewalks be required.

RESOLUTION #2006-01-06

Moved by Kilmer

Seconded by Minnick

WHEREAS, City of Troy Ordinances, Chapter 34, Section 8(D) allows the Traffic Committee to grant temporary waivers of the City of Troy Design Standards for Sidewalks upon a demonstration of necessity; and

WHEREAS, Mike Johnson has requested a temporary waiver of the requirement to construct a sidewalk on the property because there are no other sidewalks in the area, the sidewalk would lead nowhere and connect to nothing; and

WHEREAS, the Traffic Committee has determined the following:

- a. A variance will not impair the public health; safety or general welfare of the inhabitants of the City and will not unreasonably diminish or impair established property values within the surrounding area, and
- b. A strict application of the requirements to construct a sidewalk would result in practical difficulties to, or undue hardship upon, the owners, and
- c. The construction of a new sidewalk on the property line would lead nowhere and connect to no other walk, and thus will not serve the purpose of a pedestrian travel-way.

NOW THEREFORE, BE IT RESOLVED that the Traffic Committee grants a two-year waiver of the sidewalk requirement for the property at 1047 Vermont, which is owned by Mike Johnson.

YES: All-6  
 NO: None  
 ABSENT: 1 (Diefenbaker)

MOTION CARRIED

**7. Request for Sidewalk Waiver – 1059 Vermont**

Mike Johnson is requesting a waiver for the sidewalk at 1059 Vermont. The sidewalk ordinance requires that sidewalk be installed in conjunction with the development of this parcel due to a recent lot split, combined and replatted. The Public Works Department recommends denial of this waiver request. Petitioner has signed an

“Agreement for Irrevocable Petition for Sidewalks.” Petitioner states that there are no other sidewalks in the area, the sidewalk would lead nowhere and connect to nothing.

Daniel Walsh, 1010 Woodslee, wrote to the Traffic Engineer requesting that sidewalks be required.

RESOLUTION #2006-01-07

Moved by Minnick

Seconded by Kilmer

WHEREAS, City of Troy Ordinances, Chapter 34, Section 8(D) allows the Traffic Committee to grant temporary waivers of the City of Troy Design Standards for Sidewalks upon a demonstration of necessity; and

WHEREAS, Mike Johnson has requested a temporary waiver of the requirement to construct a sidewalk on the property because there are no other sidewalks in the area, the sidewalk would lead nowhere and connect to nothing; and

WHEREAS, the Traffic Committee has determined the following:

- a. A variance will not impair the public health, safety or general welfare of the inhabitants of the City and will not unreasonably diminish or impair established property values within the surrounding area, and
- b. A strict application of the requirements to construct a sidewalk would result in practical difficulties to, or undue hardship upon, the owners, and
- c. The construction of a new sidewalk on the property line would lead nowhere and connect to no other walk, and thus will not serve the purpose of a pedestrian travel-way.

NOW THEREFORE, BE IT RESOLVED that the Traffic Committee grants a two-year waiver of the sidewalk requirement for the property at 1059 Vermont, which is owned by Mike Johnson.

YES: All-6  
 NO: None  
 ABSENT: 1 (Diefenbaker)

MOTION CARRIED

**8. Request for Sidewalk Waiver – 4177 Beach Road**

Amherst Development is requesting a waiver for the sidewalk at 4177 Beach Road. The sidewalk ordinance requires that sidewalk be installed in conjunction with the development of this parcel due to a recent lot split, combined and replatted. The Public Works Department recommends denial of this waiver request. Petitioner has

signed an "Agreement for Irrevocable Petition for Sidewalks."

Petitioner states that there are no other sidewalks in the area, the sidewalk would lead nowhere and connect to nothing.

Paul Turner, of Amherst Development, told the committee that this property is on the west side of Beach and there are no sidewalks on that side. The east side of Beach has a few short sections of sidewalk. This home faces Amherst, which does have sidewalk all around the cul-de-sac. Mr. Minnick said that the builder of homes on the other side of Beach has put in sidewalk along approximately five lots, none of which front on Beach.

Mr. Halsey said that since Beach is a main road, he thinks sidewalks should be required.

**RESOLUTION #2006-01-08**

Moved by Halsey

Seconded by Ziegenfelder

WHEREAS, the Traffic Committee has determined, after a public hearing, that Petitioner failed to establish the standards justifying the granting of a waiver,

NOW THEREFORE, BE IT RESOLVED that the Traffic Committee denies a waiver of the sidewalk requirement for the property at 4177 Beach Road, which is owned by Amherst Development.

YES: All-6  
NO: None  
ABSENT: 1 (Diefenbaker)

MOTION CARRIED

**9. Request for Sidewalk Waiver – 4201 Beach Road**

Amherst Development is requesting a waiver for the sidewalk at 4201 Beach Road. The sidewalk ordinance requires that sidewalk be installed in conjunction with the development of this parcel due to a recent lot split, combined and replatted. The Public Works Department recommends denial of this waiver request. Petitioner has signed an "Agreement for Irrevocable Petition for Sidewalks."

Petitioner states that there are no other sidewalks in the area, the sidewalk would lead nowhere and connect to nothing.

Paul Turner, of Amherst Development, told the committee that this property is on the west side of Beach and there are no sidewalks on that side. The east side of Beach has a few short sections of sidewalk. This home faces Amherst, which does have sidewalk all around the cul-de-sac. Mr. Minnick said that the builder of homes on the

other side of Beach has put in sidewalk along approximately five lots, none of which front on Beach.

Mr. Halsey said that since Beach is a main road, he thinks sidewalks should be required.

RESOLUTION #2006-01-09

Moved by Halsey

Seconded by Ziegenfelder

WHEREAS, the Traffic Committee has determined, after a public hearing, that Petitioner failed to establish the standards justifying the granting of a waiver,

NOW THEREFORE, BE IT RESOLVED that the Traffic Committee denies a waiver of the sidewalk requirement for the property at 4201 Beach Road, which is owned by Amherst Development.

YES: All-6  
NO: None  
ABSENT: 1 (Diefenbaker)

MOTION CARRIED

**10. Request for Sidewalk Waiver – 4832 Rochester Road**

Ken Bank, Bank's Vacuum, is requesting a waiver for the sidewalk at 4832 Rochester Road. The sidewalk ordinance requires that a sidewalk be installed in conjunction with construction of an addition to the building. The Public Works Department recommends denial of this waiver request. Petitioner has signed an "Agreement for Irrevocable Petition for Sidewalks."

Petitioner states that in 1993 when his building was constructed, the sidewalk was placed according to city requirements, 75' from the centerline of Rochester Road. Shortly thereafter the city ordinance was changed to require 80' from the centerline. Now that the building has been expanded, the city is requiring that the sidewalk be moved and widened. Detroit Edison has installed a utility pole where the new sidewalk would have to be placed. Mr. Bank would not only have to bear the expense of tearing up and reinstalling the sidewalk, but also would have to pay to have the utility pole moved.

The committee recognizes that requiring the sidewalk to be moved would cause undue hardship to Mr. Bank.

Three residents of 1081 Glaser wrote to the Traffic Engineer requesting that the sidewalk remain and be safely maintained by the owners.

RESOLUTION 2006-01-10

Motion by Schepke

Seconded by Halsey

WHEREAS, City of Troy Ordinances, Chapter 34, Section 8(D) allows the Traffic Committee to grant temporary waivers of the City of Troy Design Standards for Sidewalks upon a demonstration of necessity; and

WHEREAS, Bank's Vacuum has requested a temporary waiver of the requirement to move and expand a sidewalk on the property because of the expense and hardship involved; and

WHEREAS, the Traffic Committee has determined the following:

- a. A variance will not impair the public health, safety or general welfare of the inhabitants of the City and will not unreasonably diminish or impair established property values within the surrounding area, and
- b. A strict application of the requirements to construct a sidewalk would result in practical difficulties to, or undue hardship upon, the owners, and

NOW THEREFORE, BE IT RESOLVED that the Traffic Committee grants a two-year waiver of the sidewalk requirement for the property at 4832 Rochester Road, which is owned by Bank's Vacuum.

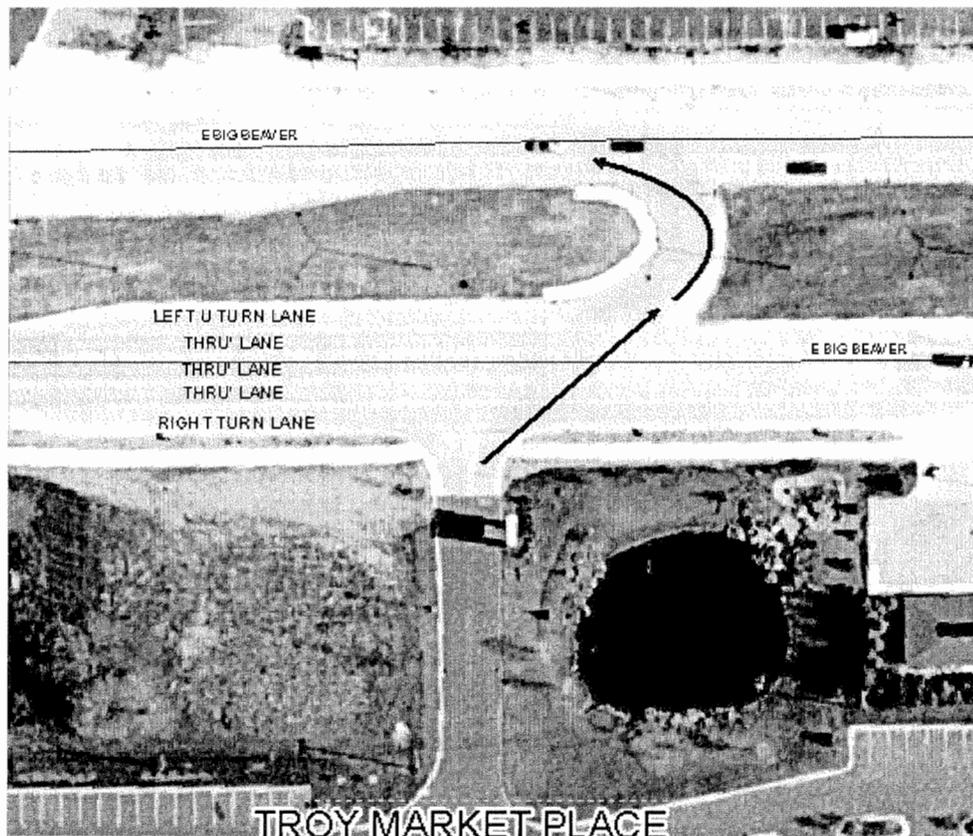
YES: All-6  
NO: None  
ABSENT: 1 (Diefenbaker)

MOTION CARRIED

**REGULAR BUSINESS**

11. **Install "Turn Right Only" sign at the west exit of the Troy Market Place on Big Beaver Road West of Rochester Road.**

The Troy Market place is a shopping development on Big Beaver Road, just west of Rochester Road. This development is served by two drives on Big Beaver Road for ingress and egress. Officer Joe Morgan of the Troy Police Department reported that he attends to a number of crashes that happen when exiting traffic from the west driveway 'shoot across' 4 lanes (3 through lanes and one right turn lane) of Big Beaver road to get to the turnaround to go west. The turnaround is around 75 feet from the driveway and since this section of Big Beaver road is one of the heaviest traveled sections of roadway in the City, it is very difficult to make it to the turnaround in a safe manner. There is another turnaround on Big Beaver Road farther east that may provide safer distance for merging to the left and making U turns to go west.



Attached please find collision diagrams for the area that pictorially represent all traffic crashes that occurred in the past 2-1/2 years. There have been around 21 crashes in the area in the 2-1/2 years and many of these crashes can be attributed to motorists that try to make it to the turnaround from the shopping center. Officer Morgan requests some type of signage at the driveway for exiting traffic that will direct traffic to make right turns only rather than proceeding straight to the turnaround.

Mr. Halsey doesn't think a RIGHT TURN ONLY sign will help. He recommends closing the turnaround in the median. Lt. McWilliams thinks the sign would help somewhat, but strict enforcement by the Police Department would be required.

There was discussion of a sign prohibiting entering the turnaround from the shopping center. There was also a suggestion to indicate that traffic should turn right only and stay in the right lane, but that is impossible because that lane is also the right turn lane from Big Beaver to southbound Rochester Road.

After much discussion, the committee decided to start with a TURN RIGHT ONLY sign and see if the situation improves. If not, further action will be considered.

RESOLUTION 2006-01-11

Motion by Halsey  
Seconded by Kilmer

Recommend that a sign be placed at the west driveway of Troy Marketplace for exiting traffic, wording to be determined by the Traffic Engineer and the Traffic Safety lieutenant.

YES: 5  
NO: 1 (Ziegenfelder)  
ABSENT: 1 (Diefenbaker)

## MOTION CARRIED

Mr. Ziegenfelder voted "no" because the exact wording of the sign had not yet been determined.

Since the meeting, the Traffic Engineer and the Traffic Safety Lieutenant have come to the following conclusion. Signs will be placed at the west driveway of Troy Marketplace for exiting traffic, indicating RIGHT TURN ONLY and WESTBOUND TRAFFIC USE NEXT CROSSOVER EAST. At the median, to be seen only by driveway traffic, signs will indicate DO NOT ENTER and DO NOT ENTER FROM SHOPPING CENTER DRIVEWAY (see attached illustration).

**12. Establish Fire Lanes at 888 West Big Beaver Road**

Section 8.28, Chapter 106, Troy City Code, provides for the establishment of fire lanes on private property. The Fire Department recommends that the fire lanes shown on the attached sketch be provided to allow proper deployment of and travel by emergency vehicles (fire, police, medical).

RESOLUTION 2006-01-12

Motion by Kilmer  
Seconded by Schepke

Recommend that the fire lanes/tow away zones shown in the attached sketch be established at 888 West Big Beaver Road.

YES: All-6  
NO: None  
ABSENT: 1 (Diefenbaker)

## MOTION CARRIED

**13. Visitors' Time**

No one else wished to address the committee.

**14. Other Business**

There was general discussion on the poor quality of roads in Troy and surrounding communities.

Mr. Schepke said there are better materials and better ways to build roads than those currently being used. They are somewhat more expensive, but in the long run, would save significantly on future repair costs.

Mr. Halsey feels the City has to take responsibility and fix the crumbling roads. Instead of thinking only of maintaining the current tax levels, the administration has to realize that all costs are rising and a millage increase may be necessary to keep the City from going downhill.

**15. Adjourn**

The meeting adjourned at 8:45. The next meeting is scheduled for February 15, 2006.

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Jan Hubbell  
Vice Chair

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Laurel Nottage  
Recording Secretary

January 10, 2006

City of Troy  
Building Department  
500 W. Big Beaver Road  
Troy, Michigan 48084

Re: Property at 4832 Rochester Road (Bank's Vacuum) – Waiver of Sidewalk

To Whom It May Concern:

The sidewalk at 4832 Rochester Road is used daily for children walking to the school bus on Rochester Road, and also for the use of the neighborhood.

This business has numerous semi-trucks and other vehicles delivering goods daily and the vehicles, at times, cause blockage of the street. The sidewalk brings a measure of safety and a buffer between the street and their building.

We are against the removal of this sidewalk and would request that the sidewalk remain and be safely maintained by the owners.

Sincerely,



Georgena L. Bertalan



Paul G. Bertalan

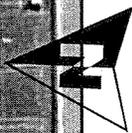


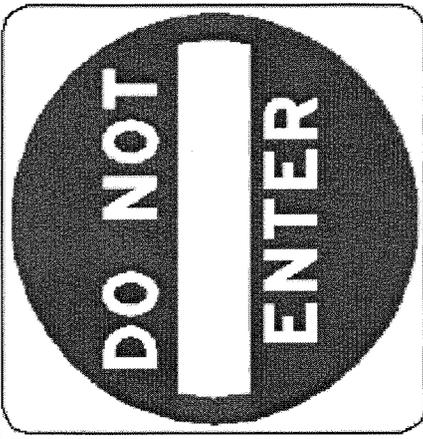
Paula J. Mitchell

1081 Glaser Dr.  
Troy, Michigan 48085  
248 689-9086



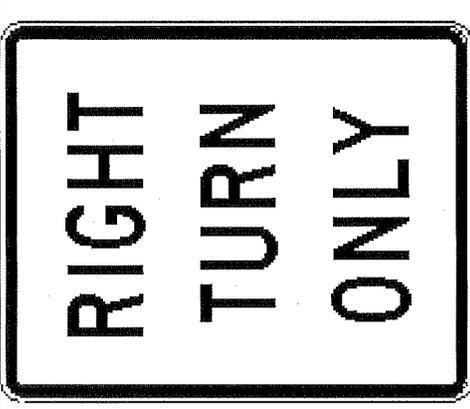
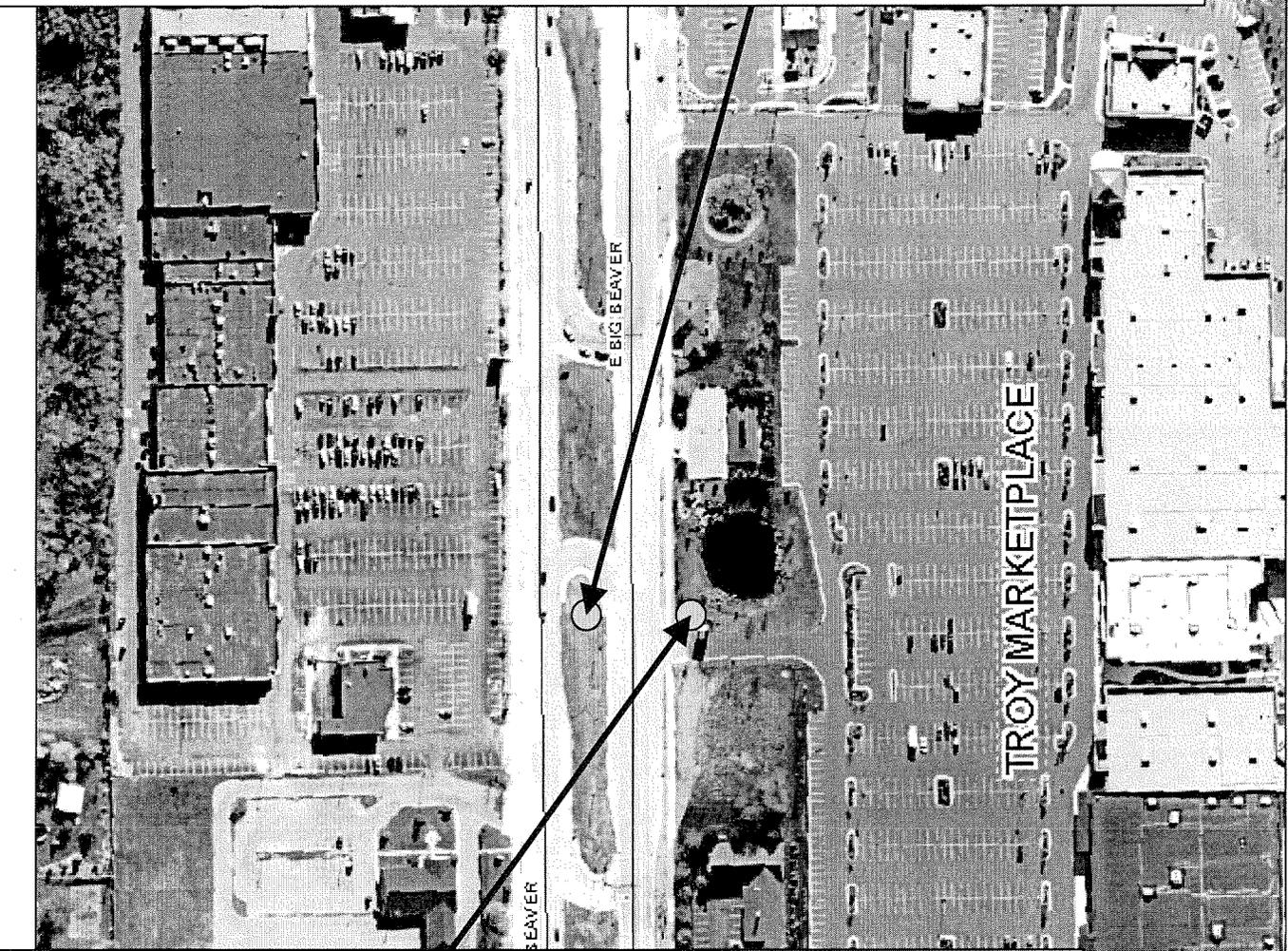
0 60 120 240 360 480 Feet





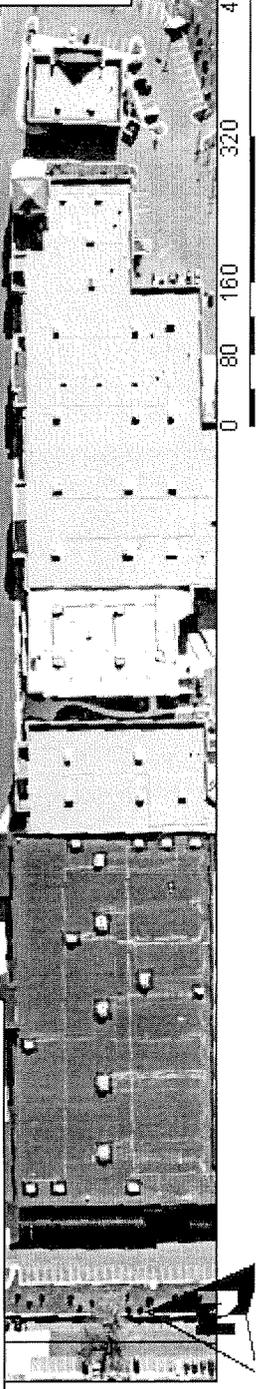
**DO NOT  
ENTER  
FROM  
SHOPPING  
CENTER  
DRIVEWAY**

At the median  
to be seen only by  
driveway traffic



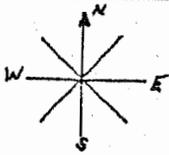
**WESTBOUND  
TRAFFIC USE  
NEXT  
CROSSOVER  
EAST**

At driveway



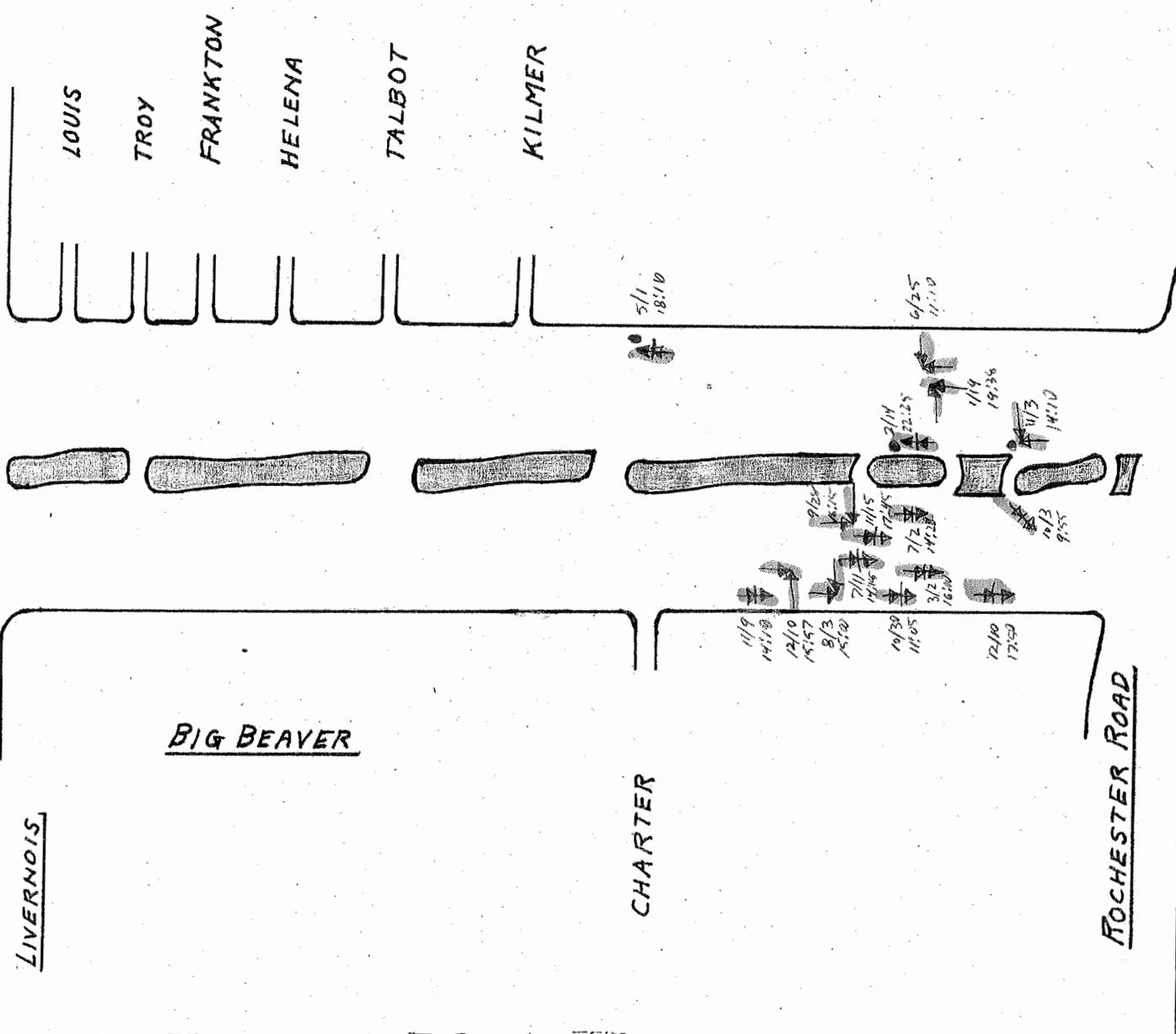
# COLLISION DIAGRAM

ITEM 11



INDICATE NORTH  
BY ARROW

PERIOD: 1 yr  
 FROM 1/1/03  
 TO 12/30/03

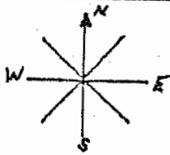


SYMBOLS	TYPES OF COLLISIONS	FOR EACH ACCIDENT SHOW:
<ul style="list-style-type: none"> <li> MOVING VEHICLE</li> <li> BACKING VEHICLE</li> <li> PEDESTRIAN</li> <li> PARKED VEHICLE</li> <li> FIXED OBJECT</li> <li> INJURY ACCIDENT</li> <li> FATAL ACCIDENT</li> </ul>	<ul style="list-style-type: none"> <li> REAR END</li> <li> HEAD ON</li> <li> SIDE SWIPE</li> <li> RIGHT ANGLE</li> <li> LEFT TURN HEAD ON</li> <li> OUT OF CONTROL</li> </ul>	<ol style="list-style-type: none"> <li>1. Date &amp; Time</li> <li>2. Weather &amp; Road Surface Conditions</li> </ol> <p style="text-align: center; margin-top: 20px;"> <u>BIG BEAVER</u> between  <u>LIVERNOIS &amp; ROCHESTER RD.</u> </p> <p>             BY: <u>  <i>H</i>  </u>      DATE: <u>1/5/06</u> </p>



# COLLISION DIAGRAM

ITEM 11

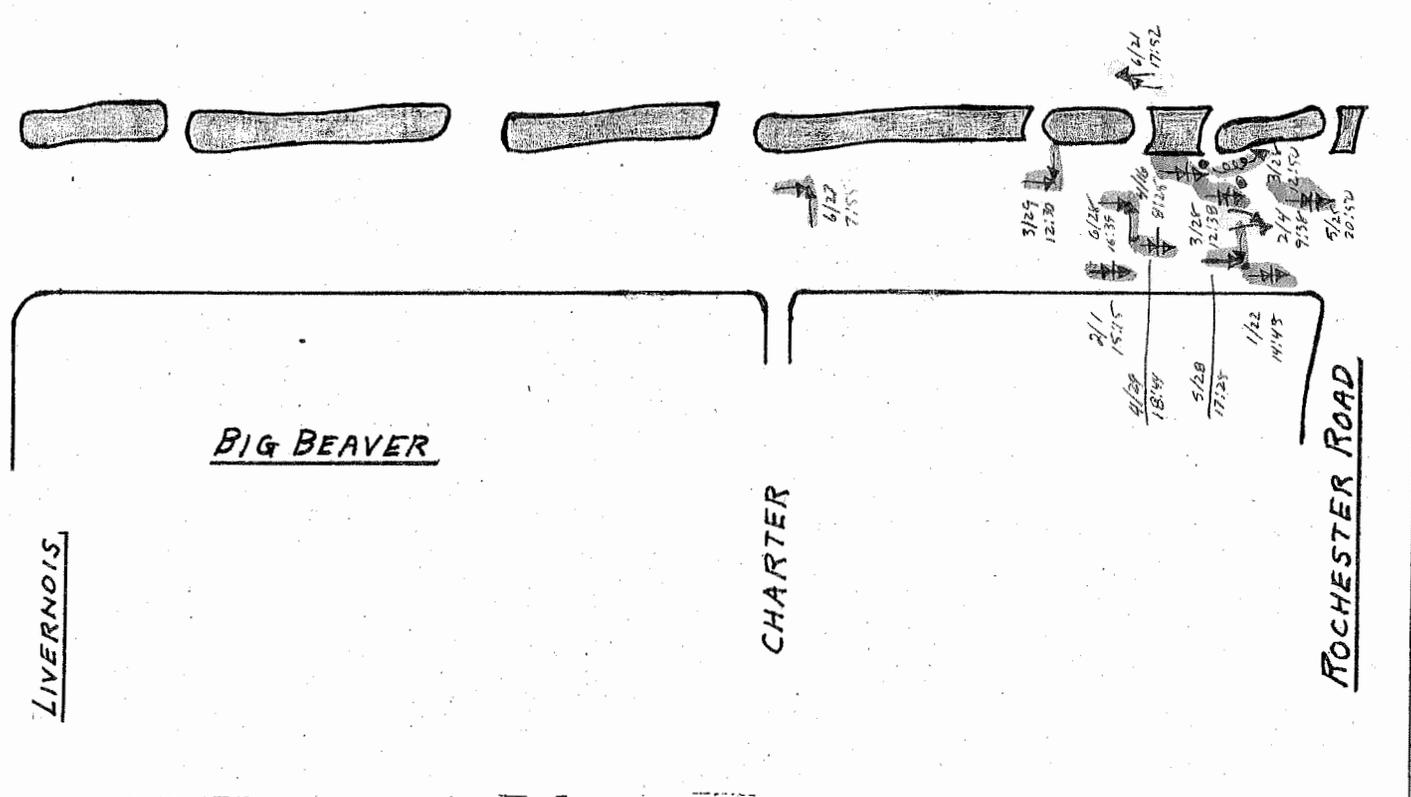
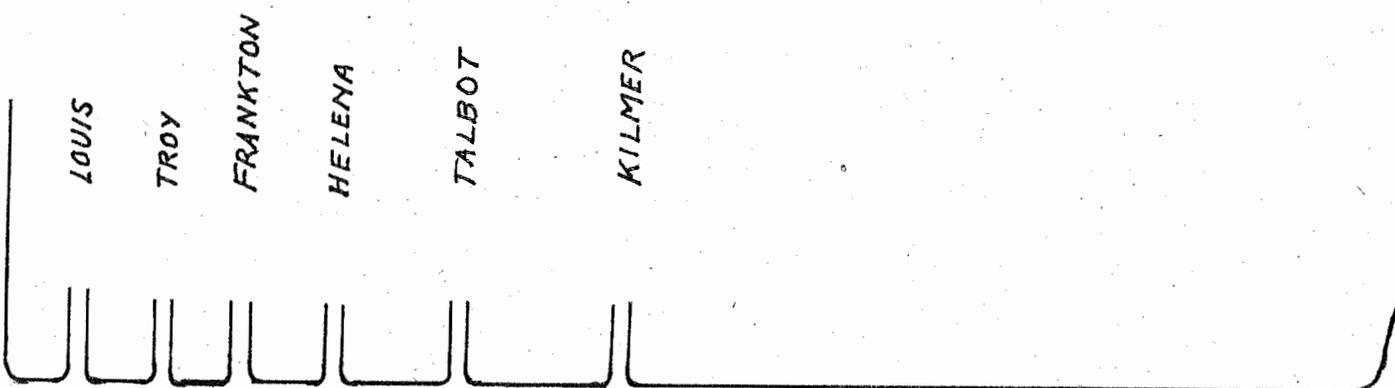


INDICATE NORTH  
BY ARROW

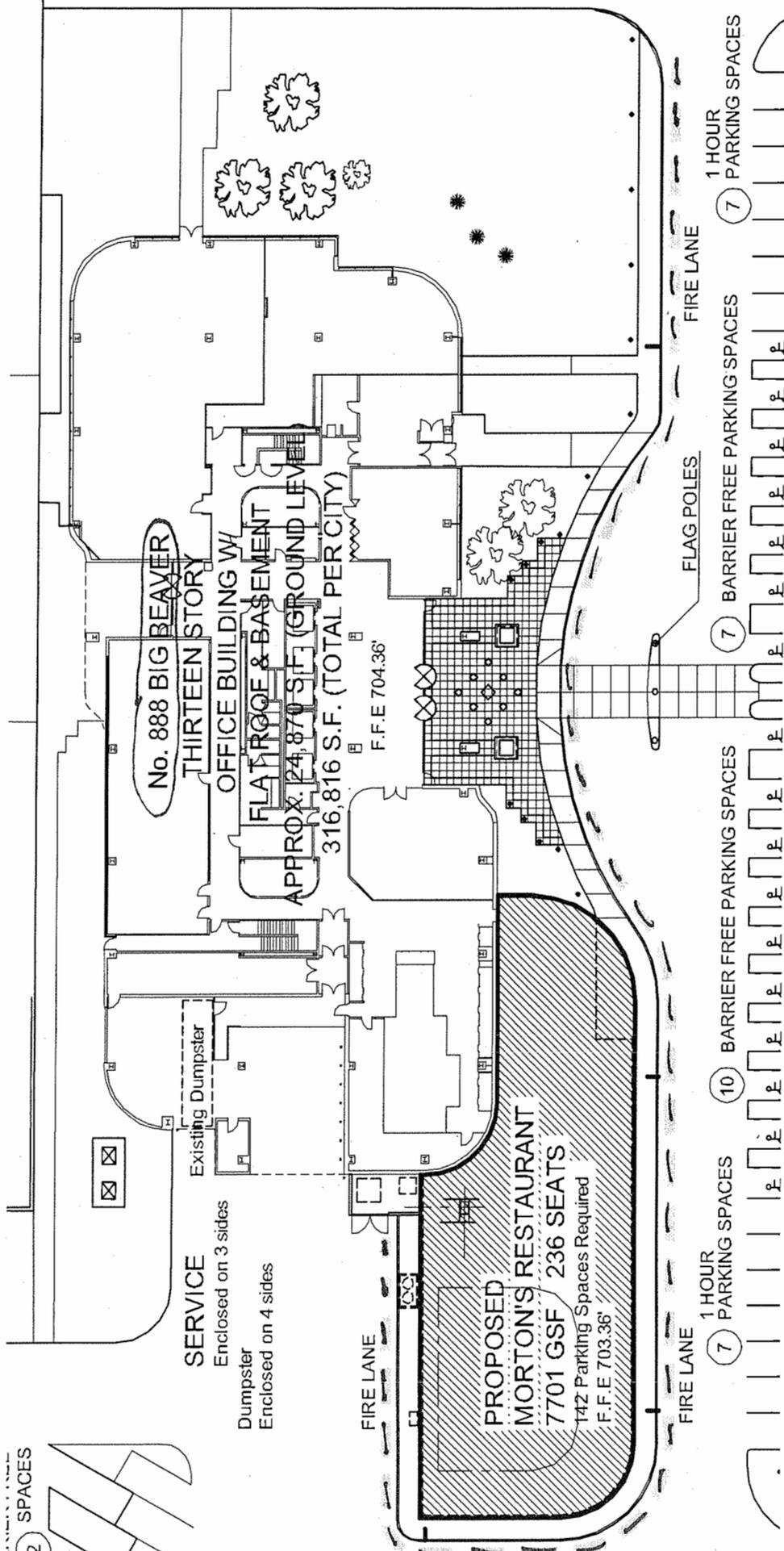
PERIOD: 6 mos

FROM 1/1/05

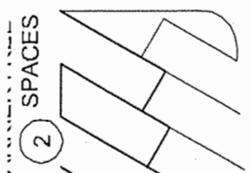
TO 6/30/05



SYMBOLS	TYPES OF COLLISIONS	FOR EACH ACCIDENT SHOW:
MOVING VEHICLE BACKING VEHICLE PEDESTRIAN PARKED VEHICLE FIXED OBJECT INJURY ACCIDENT FATAL ACCIDENT	REAR END HEAD ON SIDE SWIPE RIGHT ANGLE LEFT TURN HEAD ON OUT OF CONTROL	<p>1. Date &amp; Time</p> <p>2. Weather &amp; Road Surface Conditions</p> <p style="text-align: center;"><u>BIG BEAVER between</u></p> <p style="text-align: center;"><u>LIVERNOIS &amp; ROCHESTER RD.</u></p> <p>BY: <u>  <i>HH</i>  </u>      DATE: <u>  1/5/06  </u></p>



888 W. Big Beaver





# City of Troy

ITEM 12

## Fire Department

500 West Big Beaver Road  
Troy, Michigan 48084  
Phone: 248-524-3419  
Fax: 248-689-7520

December 20, 2005

Kelly McCluskey  
Redico Management  
100 East Big Beaver, Suite 100  
Troy, MI 48083-1204

RE: 888 West Big Beaver Road

Dear Ms. McCluskey,

The Troy Fire Department has surveyed the above captioned property for the establishment of fire lanes. This action is pursuant to Chapter 1076 of the Troy City Code, and was recommended by the Fire Department and the Traffic Committee.

This letter is to notify you that the installation and maintenance of the fire lane signs is the obligation of the property owner. The fire lane signs are to be installed and maintained in compliance with the criteria as set forth in the Michigan Manual of Uniform Traffic Control Devices.

Some of the criteria as set forth in the Michigan Manual of Uniform Traffic Control Devices are:

1. Signs shall be red on white background and shall read:  
"No stopping, Standing, Parking- Fire Lane- Tow Away Zone"
2. Spaced no further than 100 feet apart.
3. Installed at right angle or 90 degrees.
4. Seven (7) feet from the bottom of the sign to grade.
5. Double faced where possibility exists for left wheel to curb parking.

It is the requirement of the Troy Fire Department that the compliance be attained immediately. A diagram of your property and fire lane sign placement is attached for your reference. For our reference, please return the enclosed form with the name and contact information of the parties responsible for maintenance of this property.

The Traffic Committee meets the third Wednesday of each month, at 7:30 pm, in the Lower Level Conference Room at Troy City Hall. Should you have any questions about posting these signs, please attend. Call 248-524-3379 to confirm the date of the meeting. Otherwise, you are not required to attend.

If you have any questions regarding this notice, please contact the Troy Fire Department at 248-524-3419. Thank you for your immediate cooperation in this matter.

Protectively,

Troy Fire Department

Robert Matlick, Lieutenant

Attachments  
Cc: L. Nottage, S. Green

0963-0000

PARKS AND RECREATION ADVISORY BOARD

A regular meeting of the Troy Parks and Recreation Advisory Board was held Thursday, January 19, 2006 at the Troy Community Center, room 503. Chairman, Tom Krent called the meeting to order at 7:03 p.m.

Present:       Merrill Dixon, member                       Rusty Kaltsounis, member  
                  Gary Hauff, member                         Tom Krent, member  
                  Kathleen Fejes, member                     Meaghan Kovacs, member  
                  Tod Gazetti, member                        Stu Redpath, member  
                  Jeff Stewart, member                        Brad Henson, student representative  
                  Janice Zikakis, member                    Jeff Biegler, staff  
                  Stuart Alderman, staff                     Carol K. Anderson, staff

Absent:

Visitors:

Resolution # PR - 2006 - 01 - 001

Moved by Fejes

Seconded by Stewart

RESOLVED, that minutes from October 13, 2005 be approved by amending page 1, the first paragraph under NEW BUSINESS by **STRIKING** "City Council on their recommendations" and **INSERTING** "Parks and Recreation Advisory Board and recommended to the City Council."

Yes:            All

Nays:           None

MOTION CARRIED

Resolution # PR – 2006 – 01 – 002

Moved by Hauff

Seconded by Dixon

RESOLVED, that the minutes from November 9, 2005 are approved as submitted.

Yes:            All

Nays:           None

MOTION CARRIED

**NEW BUSINESS**

- A. Community Center Annual Report – The annual report was reviewed and discussed. Some of the highlights were an increase in participation in Community Center programs and activities; the senior store, Creative Endeavors, made \$7,000 last year and is run completely by volunteers to mention just a few.
- B. 2005 Sponsorship and Grants – A list of sponsors and their donations was reviewed. In total \$37,095 was donated for programs.
- C. Board Members Listing for Troy Today – a new template for the Troy Today brochure was reviewed. It will list only the chairman's name, address and telephone number.

- D. Vacancies in Boards and Committees – The City Charter which addresses absences on Boards and Committees was reviewed. Tom Krent asked everyone to please call the office if they are unable to attend a meeting.

**OLD BUSINESS**

- A. Surveys – There has been a 31% return rate of the surveys mailed to residents in October, 2005. The survey results will be used to create the MasterPlan.
- B. Pocket Parks – Discussion followed whether remnant parcels should be developed into pocket parks.

Resolution #PR-2006-01-003  
Moved by: Hauff  
Seconded by: Kaltsounis

RESOLVED, that the Parks and Recreation Advisory Board acknowledges some value and desirability of pocket parks and recommend parcels be considered on an individual basis, based on the development potential and limitations.

Yes: All  
No: None  
MOTION CARRIED

- C. Ad Hoc Committee-Former Fire State #2 site – Merrill Dixon and Rusty Kaltsounis summarized the Ad Hoc Committee’s decision that there would be no advantage to developing the old fire station #2 site into a park. The parcel size is smaller than a residential lot.

Resolution #PR–2006-01-004  
Moved by: Redpath  
Seconded by: Dixon

RESOLVED, that the Parks and Recreation Advisory Board recommends that the City Council accept the recommendations of the Ad Hoc Committee and

**Be It Further Resolved**, that the City continue to negotiate the sale to the adjacent property owner to an end point.

Yes: All  
Nays: None  
MOTION CARRIED

- D. I-75/Long Lake properties – The parcels at this site have been eliminated from consideration as an interchange and City Council wanted a recommendation on whether these parcels have value as parkland.

Resolution #PR-2006-01-005

Moved by: Kaltsounis

Seconded by: Fejes

**RESOLVED**, that the Parks and Recreation Advisory Board sees value in the City owned parcels associated with the I-75/Long Lake interchange and that options for these parcels should be explored for future park development or green space, and

**Be It Further Resolved** that at such time as there are options for these properties they should be returned to the Parks and Recreation Advisory Board for further input and recommendations.

Yes: All

Nays: None

MOTION CARRIED

**Member Comments** – Jeff Stewart requested that anyone that has not responded to the invitation to the Boards and Committee banquet please do so as soon as possible.

Tom Krent praised the Nature Center and its staff for doing a great job with the gift shop. He requested a list of Parks and Recreation staff and a copy of park policies for each board member.

Stuart Redpath mentioned that Community Kaleidoscope will be at the Community Center on January 29, 2006. This event is a cooperative venture between the School District and the City and is an afternoon of fun for the entire family. There will be lots of activities and prizes.

Jan Zikakis asked about the length of time for swim lessons at the Aquatic Center.

### **Staff Reports**

Directors Report – Budget work has begun. It is estimated the board will see the final budget in two months.

Resolution #PR-2006-01-006

Moved by Zikakis

Seconded by Redpath

**RESOLVED**, that the February meeting is canceled unless business comes up that necessitates a meeting.

Yes: All

Nays: None

MOTION CARRIED

Recreation Report - Registration for Troy Sports Camp began this week.

The early bird promotion for season passes to the Aquatic Center saw 224 sales. There was an increase in sales of the employee season passes and the employee family member passes.

Parks Report – J. D. Hart, the contractor for removal of ash trees has finished with street trees and is now working on removal of ash trees in the parks.

The Sylvan Glen streambank stabilization project is underway. This project is a cooperative effort between the parks and engineering departments. It is intended to improve the golf course and the golf experience.

The meeting adjourned at 9:14 p.m.

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Tom Krent, Chairman

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Mary Williams, Recording Secretary

**Call to Order**

The regular meeting was called to order at 7:04 pm in Conference Room C at Troy City Hall

**Roll Call**

Present: Kelly Gu Tom Kaszubski  
Reuben Ellis Michelle Haight  
Padma Kuppa Anju Brodbine  
Mark Pritzlaff  
Cindy Stewart, Staff Liaison

Absent: Malini Sarma  
Tony Haddad  
Lulu Guo

**Approval of Minutes**

Minutes from January 3, 2006 – Motion by M. Haight, second by M. Pritzlaff.  
Approved unanimously.

**Correspondence / Articles****Old Business**

## A. EthniCity

Malini, Anju, & Padma met with Joann Preston and Doris Schuchter regarding EthniCity. They turned over to EIA three boxes and two poster boards – where can we store them?

Went over all components of EthniCity.

- Poster Contest – deadline, theme.
- Naturalization Ceremony – handled by the City - Community Affairs
- Flags (63) – flag stands

Friday – set up flags

Get volunteers for EthniCity booths. Anju and Padma decided they do not need monthly meetings. Will use e-mail, phone and one overall meeting to communicate with the EthniCity groups. Need contract and deposit. Check never cashed – given back of group mans their booth for two days.

Recruit students to help with manning booths - EIA Board will have a booth similar to kaleidoscope event.

Poster contest – past years' deadline earlier since school begins after Labor Day.

Shirley Darge books Ethnic Entertainment.

EIA Board can decide if you want only booths under the tent or booths around the edge of tent and small stage in center for entertainment acts.

March EIA meeting will be devoted to EthniCity.

Goal is to try and to get 12-15 groups to display in the tent.

#### B. Sights and Sounds of the World – March 11, 2006

We need EIA Board to call countries to get participation. To date we only have Middle East confirmed. Following is the list of countries and Board members assigned to follow-up with.

France & Philippines – Anju  
Poland & Ukraine – Mark  
Germany – Cindy  
Egypt & Italy - Michelle  
Pakistan, India, China & Russia – Padma  
Bosnia – Reuben  
Greece – Tom  
Hmong – Cindy  
Mexico – Malini  
S. America – anyone with contacts?

#### C. EIA Goals

Discussion on should the EIA make it a goal to promote diversity training for Troy community at large targeted to residents and businesses. How do we help people develop tolerance for all? At a future meeting invite the Hamilton Elementary School diversity team to discuss their strategies. They are leaders in our school community on diversity programs (teachers and PTO).

Idea to start piece by piece before trying to tackle the entire community. May 2 the Board cannot meet City Hall due to the

School Election. Cindy will work on getting a room at the Community Center) and invite Tim McAvoy and the Hamilton Elementary Diversity Team. Board is open to holding the meeting May 2 or 9 depending on their availability.

Goal #3 - Increase awareness of the City's diversity by offering training, programs, brochures and cable productions.

Next meeting vote on this goal and work on objectives for all three new goals.

D. Senior Citizen Project

Scheduled for Thursdays, April 6, 13, 20, 27 @ 12:30 p.m. Room 303. Idea for several generations of people to speak to the group: India, China, Middle East, and Jewish religion.

April 6	Padma, Malini
April 13	Middle East - Mayada Faykouri
April 20	Jewish - Cindy will contact Shir Tikva
April 27	China – Contact Flora Tan and Charles Yuan

**Adjournment**

Motion to adjourn at 8:32 p.m. by .P. Kuppa, Seconded by Michelle Haight. Approved unanimously.

---

Tom Kaszubski, Chairman

---

Cindy Stewart, Recording Secretary

**TRAFFIC COMMITTEE MINUTES      FEBRUARY 15, 2006      FINAL**

A regular meeting of the Troy Traffic Committee was held Wednesday, February 15, 2006 in the Lower Level Conference Room at Troy City Hall. Ted Halsey called the meeting to order at 7:30 p.m.

**1.      Roll Call**

PRESENT:      Ted Halsey  
                 Richard Kilmer  
                 Gordon Schepke  
                 Pete Ziegenfelder  
                 Jonathan Shin, Student Representative

ABSENT:      John Diefenbaker  
                 Jan Hubbell  
                 Katherine Tan, Student Representative

Also present: John Abraham, Traffic Engineer  
                 Lt. Scott McWilliams, Traffic Safety Division, Troy Police Department  
                 Lt. Robert Matlick, Fire Department

and              Giovanni Vettraino, 457 W. South Blvd.  
                 Cathy Vettraino, 457 W. South Blvd.  
                 Mike Agnetti, 2977 Lovington

**Resolution to Excuse Absent Members****RESOLUTION #2006-02-13**

Moved by Kilmer  
Seconded Ziegenfelder

To excuse Mr. Diefenbaker and Ms. Hubbell as they are out of the state.

YES:            All-4  
NO:             None  
ABSENT:      2 (Diefenbaker, Hubbell)

MOTION CARRIED

**2.      Minutes – January 18, 2006****RESOLUTION #2006-02-14**

Moved by Kilmer  
Seconded by Ziegenfelder

To approve the January 18, 2006 minutes as printed.

YES: All  
NO: None  
ABSENT: 2 (Diefenbaker, Hubbell)

MOTION CARRIED

## PUBLIC HEARINGS

### 3. Request for Sidewalk Waiver – 457 West South Boulevard

Giovanni Vettraino and Cathy Anne Vettraino are requesting a waiver for the sidewalk at 457 West South Boulevard. The sidewalk ordinance requires that sidewalk be installed in conjunction with the development of this parcel due to a recent lot split, combined and replatted. The Public Works Department recommends denial of this waiver request. Petitioner has signed an “Agreement for Irrevocable Petition for Sidewalks.”

Petitioners state that there are no other sidewalks in the area, the sidewalk would lead nowhere and connect to nothing.

This item first appeared on the January agenda. The petitioners were notified of the meeting but did not attend, and the committee was reluctant to make a decision until they were present. They attended this meeting, and explained that there are no other sidewalks near their property, and the properties on either side of theirs have berms in front. They would not object to installing a sidewalk if the other residents in the area do the same, but at this time, their sidewalk would connect to nothing.

Mr. Ziegenfelder asked the following questions of the petitioners:

1. Did you sign the “Agreement for Irrevocable Petition for Sidewalks?”
2. Do you know that the Traffic Committee can only grant a temporary waiver that is good for at most two years and at the end of those two years, a sidewalk may still be required to be installed?
3. Do you know that it is possible that the signer of the “Agreement for Irrevocable Petition for Sidewalks” may be liable for the cost of installing the sidewalk, even if they do not still own the property? We’re checking with the City Attorney on this.
4. Did you know that a recent survey by the National Association of Realtors and the National Association of Home Builders found that after finding a community in which to live, these buyers rated the following amenities in order:
  1. Highway access
  2. Walking/jogging/bike pathways
  3. Sidewalks on both sides of the street

The petitioners answered all questions in the affirmative. They are willing to put in sidewalks if required, and if they connect to other sidewalks.

RESOLUTION #2006-02-15

Moved by Kilmer

Seconded by Schepke

1. WHEREAS, City of Troy Ordinances, Chapter 34, Section 8(D) allows the Traffic Committee to grant temporary waivers of the City of Troy Design Standards for Sidewalks upon a demonstration of necessity; and

WHEREAS, Giovanni Vettrano and Cathy Anne Vettrano have requested a temporary waiver of the requirement to construct a sidewalk on the property because there are no other sidewalks in the area, the sidewalk would lead nowhere and connect to nothing; and

WHEREAS, the Traffic Committee has determined the following:

- a. A variance will not impair the public health, safety or general welfare of the inhabitants of the City and will not unreasonably diminish or impair established property values within the surrounding area, and
- b. A strict application of the requirements to construct a sidewalk would result in practical difficulties to, or undue hardship upon, the owners, and
- c. The construction of a new sidewalk on the property line would lead nowhere and connect to no other walk, and thus will not serve the purpose of a pedestrian travel-way.

NOW THEREFORE, BE IT RESOLVED that the Traffic Committee grants a two-year waiver of the sidewalk requirement for the property at 457 West South Boulevard, which is owned by Giovanni Vettrano and Cathy Ann Vettrano.

YES: All-4  
 NO: None  
 ABSENT: 2 (Diefenbaker, Hubbell)

**4. Request for Sidewalk Waiver – 1122 Woodslee**

Mike Agnetti is requesting a waiver for the sidewalk at 1122 Woodslee. The sidewalk ordinance requires that sidewalk be installed in conjunction with the development of this parcel due to a recent lot split, combined and replatted. The Public Works Department recommends denial of this waiver request. Petitioner has signed an "Agreement for Irrevocable Petition for Sidewalks."

Petitioner states that there are no other sidewalks in the area, the sidewalk would

lead nowhere and connect to nothing. Also, there is a drainage ditch in the way, and there are four other new houses in the area without sidewalks. Woodslee is also a dead end street with little pedestrian traffic.

Mr. Ziegenfelder asked the following questions of the petitioner:

1. Did you sign the "Agreement for Irrevocable Petition for Sidewalks?"
2. Do you know that the Traffic Committee can only grant a temporary waiver that is good for at most two years and at the end of those two years, a sidewalk may still be required to be installed?
3. Do you know that it is possible that the signer of the "Agreement for Irrevocable Petition for Sidewalks" may be liable for the cost of installing the sidewalk, even if they do not still own the property? We're checking with the City Attorney on this.
4. Did you know that a recent survey by the National Association of Realtors and the National Association of Home Builders found that after finding a community in which to live, these buyers rated the following amenities in order:
  1. Highway access
  2. Walking/jogging/bike pathways
  3. Sidewalks on both sides of the street

The petitioner answered all questions in the affirmative.

RESOLUTION #2006-02-16

Moved by Kilmer

Seconded by Schepke

1. WHEREAS, City of Troy Ordinances, Chapter 34, Section 8(D) allows the Traffic Committee to grant temporary waivers of the City of Troy Design Standards for Sidewalks upon a demonstration of necessity; and

WHEREAS, Mike Agnetti has requested a temporary waiver of the requirement to construct a sidewalk on the property because there are no other sidewalks in the area, the sidewalk would lead nowhere and connect to nothing; and

WHEREAS, the Traffic Committee has determined the following:

- a. A variance will not impair the public health, safety or general welfare of the inhabitants of the City and will not unreasonably diminish or impair established property values within the surrounding area, and
- b. A strict application of the requirements to construct a sidewalk would result in practical difficulties to, or undue hardship upon, the owners, and

c. The construction of a new sidewalk on the property line would lead nowhere and connect to no other walk, and thus will not serve the purpose of a pedestrian travel-way.

NOW THEREFORE, BE IT RESOLVED that the Traffic Committee grants a two-year waiver of the sidewalk requirement for the property at 1122 Woodslee, which is owned by Mike Agnetti.

YES: All-4  
NO: None  
ABSENT: 2 (Diefenbaker, Hubbell)

5. **Request for Sidewalk Waiver – 1134 Woodslee**

Mike Agnetti is requesting a waiver for the sidewalk at 1134 Woodslee. The sidewalk ordinance requires that sidewalk be installed in conjunction with the development of this parcel due to a recent lot split, combined and replatted. The Public Works Department recommends denial of this waiver request. Petitioner has signed an “Agreement for Irrevocable Petition for Sidewalks.”

Petitioner states that there are no other sidewalks in the area, the sidewalk would lead nowhere and connect to nothing. Also, there is a drainage ditch in the way, and there are four other new houses in the area without sidewalks. Woodslee is also a dead end street with little pedestrian traffic.

Mr. Ziegenfelder asked the following questions of the petitioner:

1. Did you sign the “Agreement for Irrevocable Petition for Sidewalks?”
2. Do you know that the Traffic Committee can only grant a temporary waiver that is good for at most two years and at the end of those two years, a sidewalk may still be required to be installed?
3. Do you know that it is possible that the signer of the “Agreement for Irrevocable Petition for Sidewalks” may be liable for the cost of installing the sidewalk, even if they do not still own the property? We’re checking with the City Attorney on this.
4. Did you know that a recent survey by the National Association of Realtors and the National Association of Home Builders found that after finding a community in which to live, these buyers rated the following amenities in order?
  1. Highway access
  2. Walking/jogging/bike pathways
  3. Sidewalks on both sides of the street

The petitioner answered all questions in the affirmative.

RESOLUTION #2006-02-17

Moved by Kilmer

Seconded by Schepke

1. WHEREAS, City of Troy Ordinances, Chapter 34, Section 8(D) allows the Traffic Committee to grant temporary waivers of the City of Troy Design Standards for Sidewalks upon a demonstration of necessity; and

WHEREAS, Mike Agnetti has requested a temporary waiver of the requirement to construct a sidewalk on the property because there are no other sidewalks in the area, the sidewalk would lead nowhere and connect to nothing; and

WHEREAS, the Traffic Committee has determined the following:

- a. A variance will not impair the public health, safety or general welfare of the inhabitants of the City and will not unreasonably diminish or impair established property values within the surrounding area, and
- b. A strict application of the requirements to construct a sidewalk would result in practical difficulties to, or undue hardship upon, the owners, and
- c. The construction of a new sidewalk on the property line would lead nowhere and connect to no other walk, and thus will not serve the purpose of a pedestrian travel-way.

NOW THEREFORE, BE IT RESOLVED that the Traffic Committee grants a two-year waiver of the sidewalk requirement for the property at 1134 Woodslee, which is owned by Mike Agnetti.

YES: All-4

NO: None

ABSENT: 2 (Diefenbaker, Hubbell)

MOTION CARRIED

**REGULAR BUSINESS****6. Establish Fire Lanes at 100 E. Maple Road**

Section 8.28, Chapter 106, Troy City Code, provides for the establishment of fire lanes on private property. The Fire Department recommends that the fire lanes shown on the attached sketch be provided to allow proper deployment of and travel by emergency vehicles (fire, police, medical).

RESOLUTION 2006-02-18

Motion by Kilmer

Seconded by Ziegenfelder

Recommend that the fire lanes/tow away zones shown in the attached sketch be established at 100 E. Maple Road.

YES: All-4  
NO: None  
ABSENT: 2 (Diefenbaker, Hubbell)

MOTION CARRIED

**7. Establish Fire Lanes at 272 Minnesota**

Section 8.28, Chapter 106, Troy City Code, provides for the establishment of fire lanes on private property. The Fire Department recommends that the fire lanes shown on the attached sketch be provided to allow proper deployment of and travel by emergency vehicles (fire, police, medical).

**RESOLUTION 2006-02-19**

Motion by Kilmer  
Seconded by Ziegenfelder

Recommend that the fire lanes/tow away zones shown in the attached sketch be established at 272 Minnesota.

YES: All-4  
NO: None  
ABSENT: 2 (Diefenbaker, Hubbell)

MOTION CARRIED

**8. Establish Fire Lanes at 336 Minnesota**

Section 8.28, Chapter 106, Troy City Code, provides for the establishment of fire lanes on private property. The Fire Department recommends that the fire lanes shown on the attached sketch be provided to allow proper deployment of and travel by emergency vehicles (fire, police, medical).

There was discussion about parked vehicles on the side of the building possibly blocking access by emergency vehicles. Mr. Schepke also said there are unprotected gas meters along the proposed fire lane route. He is concerned that vehicles could crash into them and cause an explosion or fire. He would like to see 4" cement posts installed there as protection.

**RESOLUTION 2006-02-20**

Motion by Kilmer  
Seconded by Ziegenfelder

To table this item until the next meeting to give Lt. Matlick time to investigate.

YES: All-4  
NO: None  
ABSENT: 2 (Diefenbaker, Hubbell)

MOTION CARRIED

**9. Establish Fire Lanes at 342 Minnesota**

Section 8.28, Chapter 106, Troy City Code, provides for the establishment of fire lanes on private property. The Fire Department recommends that the fire lanes shown on the attached sketch be provided to allow proper deployment of and travel by emergency vehicles (fire, police, medical).

This property adjoins 336 Minnesota, and the same concerns exist here with parked vehicles on the side of the building possibly blocking access by emergency vehicles and unprotected gas meters along the proposed fire lane route.

**RESOLUTION 2006-02-21**

Motion by Ziegenfelder  
Seconded by Kilmer

To table this item until the next meeting to give Lt. Matlick time to investigate.

YES: All-4  
NO: None  
ABSENT: 2 (Diefenbaker, Hubbell)

MOTION CARRIED

**10. Establish Fire Lanes at 230 W. Maple**

Section 8.28, Chapter 106, Troy City Code, provides for the establishment of fire lanes on private property. The Fire Department recommends that the fire lanes shown on the attached sketch be provided to allow proper deployment of and travel by emergency vehicles (fire, police, medical).

**RESOLUTION 2006-02-22**

Motion by Kilmer  
Seconded by Ziegenfelder

Recommend that the fire lanes/tow away zones shown in the attached sketch be established at 230 W. Maple.

YES: All-4  
NO: None  
ABSENT: 2 (Diefenbaker, Hubbell)

MOTION CARRIED

**11. Establish Fire Lanes at 400 W. Maple**

Section 8.28, Chapter 106, Troy City Code, provides for the establishment of fire lanes on private property. The Fire Department recommends that the fire lanes shown on the attached sketch be provided to allow proper deployment of and travel by emergency vehicles (fire, police, medical).

**RESOLUTION 2006-02-23**

Motion by Kilmer

Seconded by Ziegenfelder

Recommend that the fire lanes/tow away zones shown in the attached sketch be established at 400 W. Maple.

YES: All  
NO: None  
ABSENT: 2 (Diefenbaker, Hubbell)

MOTION CARRIED

**12. Visitors' Time**

No one else wished to address the committee.

**13. Other Business**

Lt. McWilliams discussed traffic concerns in and around businesses on Crooks north of Big Beaver. This has been an ongoing problem for several years. The driveway at the shopping area there is 60 feet wide instead of the standard 30 feet, and there are conflicts with entering and exiting traffic. Officers have been monitoring the area and confirm the concerns. Lt. McWilliams wants to restrict left turns, especially during the 7-9 am and 4-6 pm busy times, in and out of the driveways.

The traffic engineer said the City has been in discussions with the property owners for many years, and some improvements to the parking lot elevations were completed, but further action is needed. Some of the business owners have been cooperative, but others are reluctant to make any changes. Further attempts will be made to enlist more cooperation. This subject will be placed on next month's agenda for further action.

Lt. McWilliams reported that he received a letter from an attorney for Beaumont Hospital regarding safety of pedestrians crossing Dequindre, and a request for additional enforcement. In the last month or so they have been performing some directed enforcement and issuing citations for jaywalking, speeding and other violations. There are two facilities, one on each side of Dequindre. Employees are required to park in the east side lots and cross Dequindre to get to the hospital on the west side. There are ongoing concerns with vehicles turning in and out of the west parking lot being in conflict with pedestrians crossing the street. There have been crashes, and two pedestrians have been hit. The hospital administration wants to increase safety and is willing to work with the city to ensure it.

The hospital is willing to pay for a dedicated left turn lane and flashing lights; however, Dequindre is a county road and the last time we checked regarding the light, the Road Commission felt no changes were warranted. The hospital runs shuttles between the facilities and is planning to add a pedestrian bridge over Dequindre and move some entrance/exit driveways in their long-term master plan.

The final issue discussed was turnaround lane openings. All of them are only meant to legally accommodate one lane of traffic, but they are built wider to allow trucks enough space to turn. When two cars are side-by-side there are often conflicts with each other while entering traffic lanes. Lt. McWilliams reported some locations with a number of traffic crashes of a sideswipe nature. They could be marked with painted yellow lines or hatching, but most of them are county roads, and in the past, the Road Commission has been unwilling to commit to maintaining the markings. The traffic engineer said we would try it at a few locations, and Lt. McWilliams said he will run some crash statistics and find a few high-crash locations where it can be tried out.

### **ELECTION OF OFFICERS**

#### **RESOLUTION 2006-02-24**

Motion by Halsey

Seconded by Kilmer

To nominate Pete Ziegenfelder as chairman of the committee for the coming year.

YES: All-4

NO: None

ABSENT: 2 (Diefenbaker, Hubbell)

MOTION CARRIED

#### **RESOLUTION 2006-02-25**

Motion by Ziegenfelder

Seconded by Kilmer

To nominate Ted Halsey as vice-chair of the committee for the coming year.

YES: All-4

NO: None

ABSENT: 2 (Diefenbaker, Hubbell)

MOTION CARRIED

#### **14. Adjourn**

The meeting adjourned at 8:40 p.m. The next meeting is scheduled for March 15, 2006.

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Ted Halsey

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Laurel Nottage, Recording Secretary



CVTSight  
SnapShot

100 E Maple

Fire Lane Posting

Map Legend:

- LAKES
- BOUNDARY LINE
- MAJOR ROADS
- I-75
- ROAD NAMES
- PARCEL
- AERIAL PHOTOS

K MART



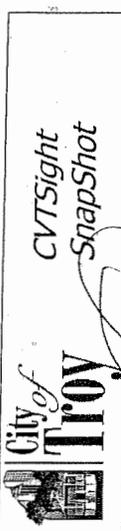
Map Scale: 1" = 216'

Map Date: April 5, 2001

Data Date: January 2001



Note: The information provided by this program has been compiled from recorded deeds, plats, taxmaps, surveys, and other public records and data. It is not a legally recorded map or survey and not intended to be used as one. Users of this data are hereby notified that the information sources mentioned above should be consulted for verification of the information.



256 - 272 Minnesota  
Fire Lane Posting

Map Legend:

- LAKES
- BOUNDARY LINE
- MAJOR ROADS
- I-75
- ROAD NAMES
- PARCEL
- AERIAL PHOTOS
- LABEL
- IMAGE

Husite Eng

072

Husite Eng

ITEM 7



Map Scale: 1" = 72'  
Map Date: March 22, 2001  
Data Date: January 2001



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CVTSight  
SnapShot

336 - 342 Minnesota

Fire Lane Posting

Map Legend:

- LAKES
- BOUNDARY LINE
- MAJOR ROADS
- 1-75
- ROAD NAMES
- PARCEL
- AERIAL PHOTOS

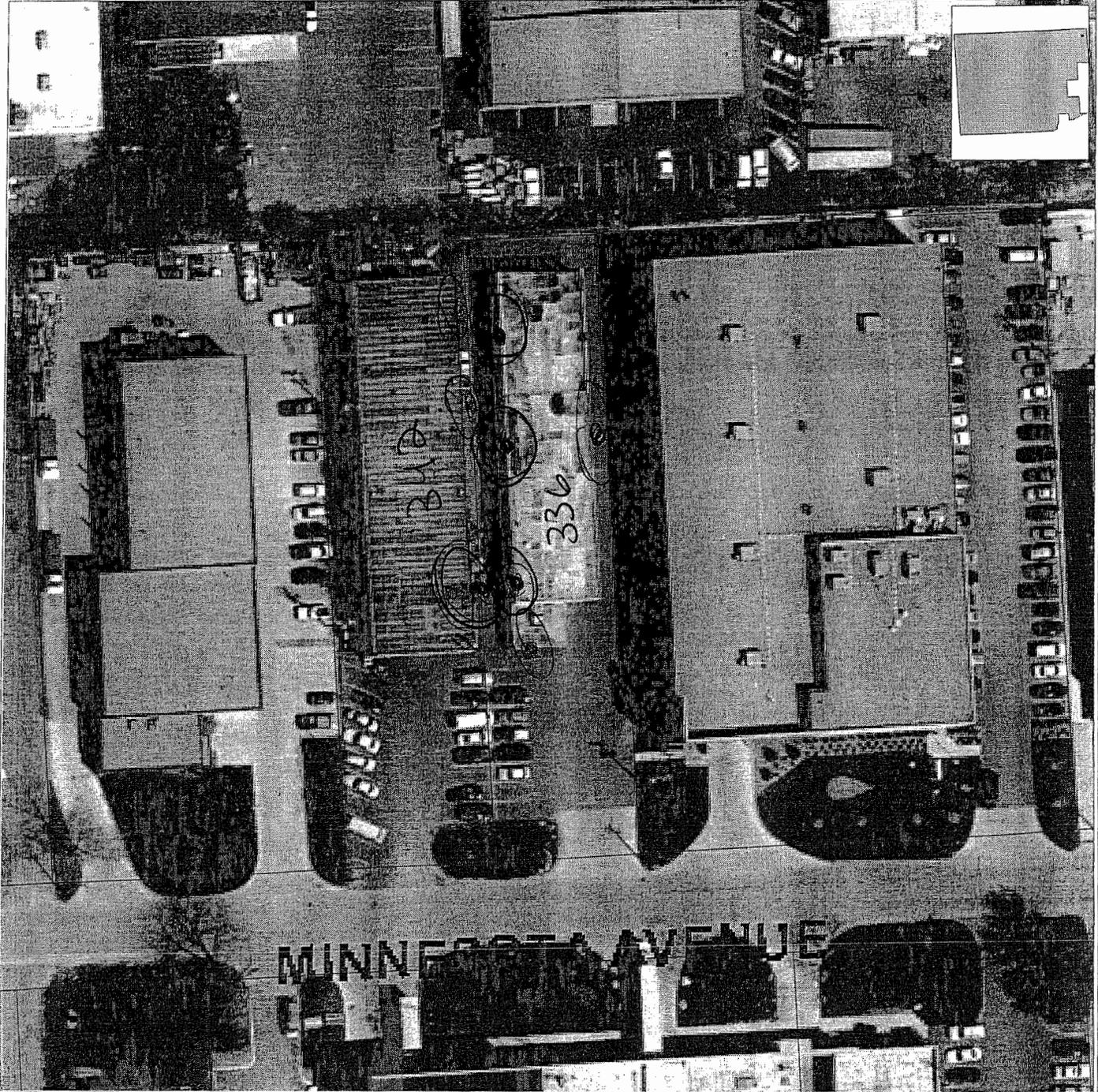
336  
E PowerHouse PC  
342  
YAREMA DIE +  
EUG

336 E PowerHouse PC

342 YAREMA DIE +  
EUG



Map Scale: 1" = 72'  
Map Date: March 22, 2001  
Data Date: January 2001



Note: The information provided by this program has been compiled from recorded deeds, plats, taxmaps, surveys, and other public records and data. It is not a legally recorded map or survey. not intended to be used as one. Users of this data are hereby notified that the information sources mentioned above should be consulted for verification of the information.



CVTSight  
SnapShot

336 - 342 Minnesota

Fire Lane Posting

Map Legend:

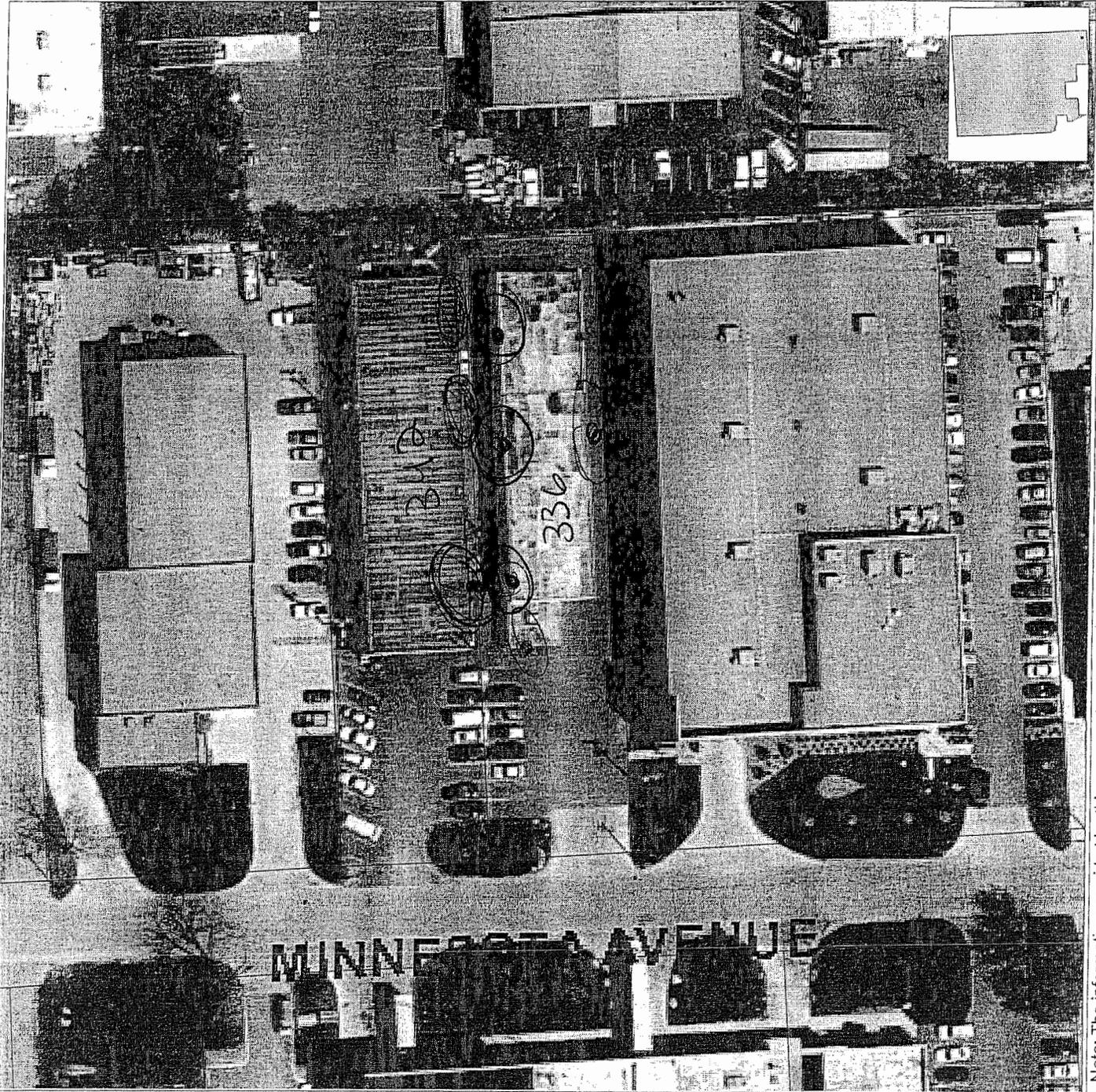
- LAKES
- BOUNDARY LINE
- MAJOR ROADS
- I-75
- ROAD NAMES
- PARCEL
- AERIAL PHOTOS

336  
E PowerHouse Rd  
342  
YAREMA DIE  
ENG

336 E PowerHOUSE PC  
342 YAREMA DIE +  
ENG



Map Scale: 1" = 72'  
Map Date: March 22, 2001  
Data Date: January 2001



Note: The information provided by this program has been compiled from recorded deeds, plats, taxmaps, surveys, and other public records and data. It is not a legally recorded map or survey not intended to be used as one. Users of this data are hereby notified that the information sources mentioned above should be consulted for verification of the information.



CVTSight  
SnapShot

230 W Maple

Fire Lane Posting

Map Legend:

- LAKES
- BOUNDARY LINE
- MAJOR ROADS
- I-75
- ROAD NAMES
- PARCEL
- AERIAL PHOTOS
- LABEL
- IMAGE

VACANT  
OLD MAPLE COURTS



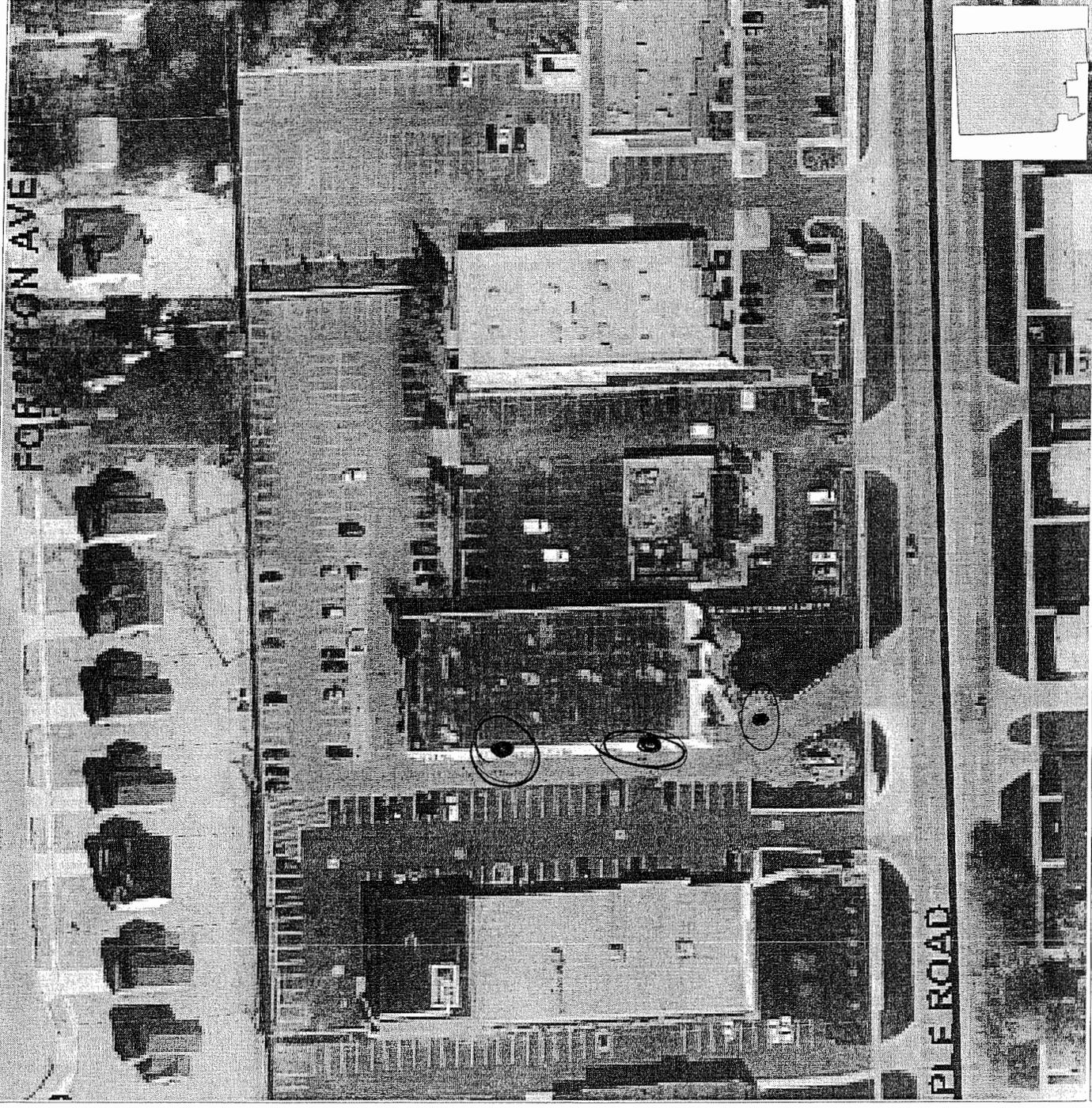
ITEM 10



Map Scale: 1" = 101'

Map Date: April 5, 2001

Data Date: January 2001



Note: The information provided by this program has been compiled from recorded deeds, plats, taxmaps, surveys, and other public records and data. It is not a legally recorded map or survey not intended to be used as one. Users of this data are hereby notified that the information sources mentioned above should be consulted for verification of the information.



CVTSight  
SnapShot

400 W Maple

Fire Lane Posting

Map Legend:

- LAKES
- BOUNDARY LINE
- MAJOR ROADS
- 1-75
- ROAD NAMES
- PARCEL
- AERIAL PHOTOS

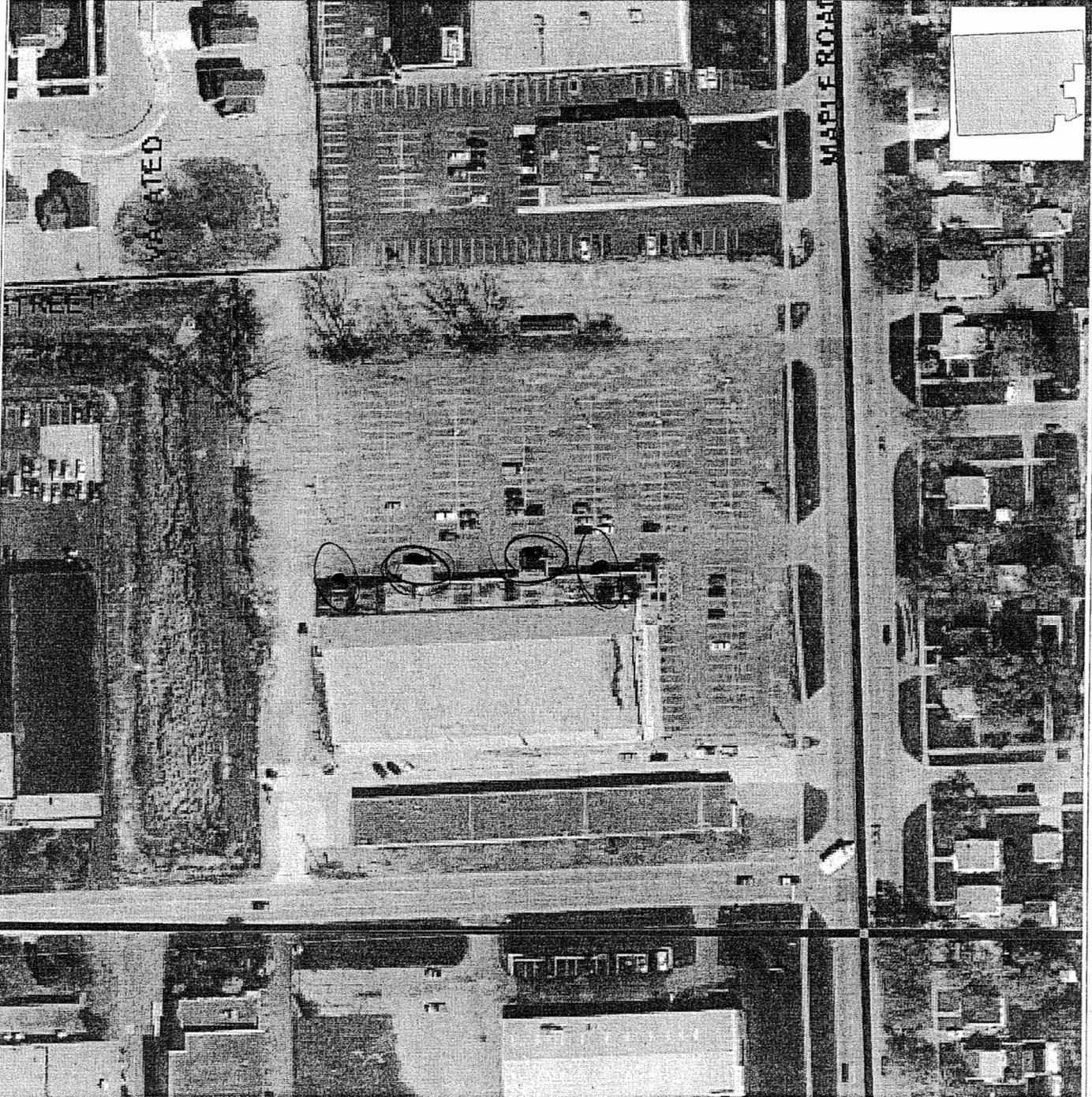
Thunder BIRD LAKES



Map Scale: 1" = 131'

Map Date: April 5, 2001

Data Date: January 2001



Note: The information provided by this program has been compiled from recorded deeds, plats, taxmaps, surveys, and other public records and data. It is not a legally recorded map or survey and not intended to be used as one. Users of this data are hereby notified that the information sources mentioned above should be consulted for verification of the information.

The Chairman, Christopher Fejes, called the meeting of the Board of Zoning Appeals to order on Tuesday, February 21, 2006 at 7:30 P.M. in Council Chambers of the Troy City Hall.

PRESENT:           Kenneth Courtney  
                   Christopher Fejes  
                   Marcia Gies  
                   Michael Hutson  
                   Matthew Kovacs  
                   Wayne Wright

ALSO PRESENT:   Mark Stimac, Director of Building & Zoning  
                   Susan Lancaster, Assistant City Attorney  
                   Pamela Pasternak, Recording Secretary

ABSENT:           Mark Maxwell

Motion by Wright  
 Supported by Gies

MOVED, to excuse Mr. Maxwell from this meeting for personal reasons.

Yeas:            All – 6

MOTION TO EXCUSE MR. MAXWELL CARRIED

**ITEM #1 – APPROVAL OF MINUTES – MEETING OF JANUARY 17, 2006**

Motion by Hutson  
 Supported by Wright

MOVED, to approve the minutes of the meeting of January 17, 2006 as written.

Yeas:           5 – Hutson, Kovacs, Wright, Courtney, Fejes  
 Abstain:       1 – Gies

MOTION TO APPROVE MINUTES AS WRITTEN CARRIED

**ITEM #2 – RENEWAL REQUESTED. TROY AMERICAN HOUSE, 2300 GRAND HAVEN**, for relief of the 4'-6" high masonry wall required along the north and east sides of off-street parking where it is adjacent to residentially zoned property.

Mr. Stimac stated that the petitioner is requesting renewal of a variance granted by this Board in 1997 for relief of the 4'-6" high masonry wall required along the north and east sides of the off-street parking area where it is adjacent to residentially zoned land. This variance was originally approved, based on the fact that there is more than adequate

**ITEM #2 – con't.**

room between the parking area and drives and the adjacent residential property to the north and the undeveloped property to the east. This item last appeared before this Board at the meeting of February 2003 and was granted a three (3) year renewal at that time. Conditions remain the same and we have no complaints or objections on file.

Mr. Stimac also stated that the property to the east is vacant and until it is developed he feels that a renewal would be the most prudent way to go.

Motion by Courtney  
Supported by Wright

MOVED, to grant Troy American House, 2300 Grand Haven, a three (3) year renewal of relief of the 4'-6" high masonry wall required along the north and east sides of the off-street parking area where it is adjacent to residentially zoned land.

- Conditions remain the same.
- There are no complaints or objections on file.

Yeas: All – 6

MOTION TO GRANT A THREE (3) YEAR RENEWAL CARRIED

**ITEM #3 – VARIANCE REQUESTED. WILLIAM NICHOLS, 1080 MINNESOTA,** to maintain a shed, constructed without first obtaining the necessary Building Permit, in the front yard setback along Wisconsin. Section 40.56.03 of the Ordinance prohibits the placement of an accessory building in the front yard.

This item last appeared before this Board at the meeting of December 20, 2005 and was postponed to this meeting to allow the petitioner the opportunity to obtain a lot split of his property.

The petitioner was present and gave a letter to the Board asking that this item be postponed until the regular meeting of April 18, 2006, as he has been unable to obtain a lot split at this time.

Motion by Wright  
Supported by Courtney

MOVED, to postpone the request of William Nichols, 1080 Minnesota, to maintain a shed, constructed without first obtaining the necessary Building Permit, in the front yard setback along Wisconsin until the meeting of April 18, 2006. Section 40.56.03 of the Ordinance prohibits the placement of an accessory building in the front yard.

- To allow the petitioner the opportunity to obtain a lot split of this property.

**ITEM #3 – con't.**

Yeas: All – 6

MOTION TO POSTPONE THIS REQUEST UNTIL APRIL 18, 2006 CARRIED

**ITEM #4 – VARIANCE REQUESTED. BOYS & GIRLS CLUB OF TROY, 3670 JOHN R (PROPOSED ADDRESS)**, for relief to construct a new facility with a portion of the building to be constructed 30' in height where Section 30.10.04 of the Ordinance limits the height of building in the R-1C Zoning District to not more than 25' in height.

Mr. Stimac explained that the petitioner is proposing to construct a new community recreational facility at 3670 John R. This property is located in the R-1C Zoning District. Section 30.10.04 of the Zoning Ordinance limits the height of buildings in the R-1C Zoning District to not more than 25' in height. The plans submitted indicate that the gymnasium portion of this building will be 30' in height. The petitioner is asking for approval to allow this taller structure.

The petitioners are also requesting relief of the Ordinance to have parking located at the rear property line where the Ordinance requires a 50' setback from adjacent residentially zoned property; and relief of the required 4'-6" high masonry screen wall required along the east and north property lines between the parking lot and the adjacent residentially zoned property.

The Board, at the meeting in October 2002, approved the additional height request. The Board approved the parking setback and a wall variance on the east side of the property in November of 2002. Due to the fact that a building permit was not obtained within 12 months of those dates, those variances have expired.

This item last appeared before this Board at the meeting of January 17, 2006 and was postponed to allow the Building Department to re-publish the Public Hearing Notices.

Mr. Hutson said that he remembered the discussion that took place on this item very well and asked if there were any differences between the request in 2002 and this one. Mr. Stimac said that the only difference with this request was that they are asking for relief of the 4'-6" high masonry screen wall required on the north property line. The original plan brought in 2002 did include a masonry screen wall along the north property line. Mr. Hutson said that the Board's main concern was with the height of gymnasium and not the screening walls.

Mr. Kovacs asked Mr. Druskinis, representing the petitioner, why they never moved forward with this project in 2002 and Mr. Druskinis stated that there were financial concerns that made construction impossible. Mr. Kovacs then asked if the Planning Commission had made any recommendations regarding the proposed berms and Mr. Druskinis stated that they had received preliminary site plan approval from the Planning Commission. Mr. Druskinis also said that they believe a berm will be more aesthetically

**ITEM #4 – con't.**

pleasing and there are several large trees that would have to be removed if the wall is required.

Mr. Druskinis also stated that they had spoken with the property owner adjacent to this berm and they will provide enough drainage so that the residential property will be protected from flooding. They will provide a 1-4 slope.

The Chairman opened the Public Hearing. No one wished to be heard and the Public Hearing was closed.

There are no written objections or approvals on file.

Motion by Kovacs  
Supported by Wright

MOVED, to grant the Boys & Girls Club of Troy, 3670 John R (proposed address), relief of the Ordinance to construct a new facility with a portion of the building to be constructed 30' in height where Section 30.10.04 of the Ordinance limits the height of building in the R-1C Zoning District to not more than 25' in height and also to have parking located at the rear property line where the Ordinance requires a 50' setback from adjacent residentially zoned property; and relief of the required 4'-6" high masonry screen wall required along the east and north property lines between the parking lot and the adjacent residentially zoned property for a period of **one year**.

- One-year time limit applies to the berm in lieu of the wall.
- Berm will be more aesthetically pleasing.
- One-year period will allow Building Department Staff to monitor the upkeep of the berm.
- Variance is not contrary to public interest.
- Variance will not have an adverse effect to surrounding property.

Yeas: All – 6

MOTION TO GRANT VARIANCE CARRIED

**ITEM #5 – VARIANCE REQUEST. CHRISTOPHER ENRIGHT ARCHITECTS, 1600 W. MAPLE**, for relief of the Ordinance to have a two-way driveway with a width of 19.11' where Section 40.25.03 of the Ordinance requires a minimum 24' wide two-way driveway.

Mr. Stimac explained that the petitioner is requesting relief of the Ordinance to have a two-way driveway with a width of 19.11', where Section 40.25.03 of the Ordinance requires a minimum 24' wide two-way driveway width. This item first appeared before this Board at the meeting of December 20, 2005 and was postponed until tonight's

**ITEM #5 – con't.**

meeting to allow the petitioner the opportunity to present his site plan to the Planning Commission showing a reduction in parking spaces.

The Chairman indicated that the Board had received a letter from this petitioner requesting that this item be withdrawn.

Motion by Courtney  
Supported by Wright

MOVED, to accept the withdrawal request of Christopher Enright Architects, 1600 W. Maple, for relief of the Ordinance to have a two-way driveway with a width of 19.11' where Section 40.25.03 of the Ordinance requires a minimum 24' wide two-way driveway.

- Petitioner presented an alternate plan to the Planning Commission that was approved and does not require a variance.

Yeas: All – 6

MOTION TO ACCEPT WITHDRAWAL CARRIED

**ITEM #6 – VARIANCE REQUEST. ALLIED METALS CORPORATION, 1750**

**STEPHENSON**, for relief of the Ordinance to construct an addition to their front parking lot that will result in a 24' front setback where Paragraph L of Section 31.30.00 of the Troy Ordinance requires that the 50' front yard remain as a landscaped open space. Presently the existing parking lot has a 35' front yard setback and is considered a non-conforming structure. Section 40.50.04 of the Ordinance prohibits expansions of non-conforming structures in any way that increases the non-conformity.

Mr. Stimac explained that the petitioner is requesting relief of the Ordinance to construct an addition to the parking lot in front of their building. Paragraph L of Section 31.30.00 requires that the 50' front yard remain as a landscaped open space, without vehicular parking spaces and maneuvering aisles. The existing parking lot is located about 35' from the front property line. At the time the parking lot was constructed parking was allowed in the front yard setback. This existing parking area is classified as a non-conforming structure per Section 40.50.04 of the Troy Zoning Ordinance. The site plan submitted indicates a proposed addition to the parking lot that will result in a 24' front setback from the front property line. Section 40.50.04 of the Troy Zoning Ordinance prohibits expansions of non-conforming structures in any way that increases the non-conformity.

Mr. Stimac gave a brief history of this building since 1964 and showed that this parking/drive area has been part of the development from the original construction. The front setback of the building is in line with the other properties along Stephenson.

**ITEM #6 – con't.**

Presently there is enough room for a single row of parking and a two way drive and the petitioner wants to have a double row of parking in this area, which will result in a 24' front setback.

Mr. Wright asked if the landscaping requirements would still be met if the petitioner received this variance. Mr. Stimac said that the landscaping would comply with the Ordinance in part because of the long strip on the north side of the building.

Mr. Hutson asked about the parking locations for the other businesses in this area, Mr. Stimac explained that other than the restaurant in this location, which has a different zoning classification, and therefore, different setback requirements, the other businesses do not have parking in the 50' front yard setback.

Mr. David Rogers and Mr. Tom Kellogg were present. Mr. Rogers stated that they need the extra parking because their business is growing and they are hiring additional employees. Mr. Kellogg stated that the present parking is not convenient for the office staff and visitors that come to the building. They will still maintain their berm and signs and will not require any other changes.

Mr. Fejes asked how many employees they have and Mr. Rogers said that presently they have 35 employees. Mr. Fejes asked if they meet the parking requirement and Mr. Stimac said that they did although some of their parking area is being used for the outdoor storage of materials. Mr. Fejes asked the petitioner to explain why they needed the additional parking in front of the building and Mr. Rogers again stated that they want this parking available to their office staff. Mr. Fejes then asked what type of business this was and Mr. Rogers said that they deal in scrap metal. Mr. Fejes asked if there were a lot of customers coming in and Mr. Rogers said that although the number varies it could be as much as six or seven.

Mr. Courtney asked why they didn't move some of the material at the side of the building and put in parking. Mr. Rogers said that they would like all of their office staff to park in the front of the building.

Mr. Kellogg stated that they also have a safety issue for the office people and would rather not have them park in the area that the trucks come in.

Mr. Kovacs asked them if they could remove or consolidate some of the outside storage to make more room for parking. Mr. Rogers said that the business is growing and this would not be possible.

Mr. Fejes confirmed that this is a non-conforming site and Mr. Stimac said that right now they have a 35' setback where 50' is required and they are asking to increase the non-conformity.

**ITEM #6 – con't.**

Mr. Fejes asked if there was any way for them to add the parking without increasing the non-conformity. Mr. Rogers said that he did not believe there was as they need the space for a two-way drive. Mr. Stimac said that the current dimensions of the paved area in the front of the building, only allows for a single loaded row of parking. In order to get a double loaded row of parking spaces and a two-way drive, the parking area needs to be expanded by 11 feet. Mr. Fejes asked what would add to the non-conformity, and Mr. Stimac said that they are planning to take out the landscaping and put in pavement.

Mr. Courtney asked how many parking spaces are available right now. The petitioners were not sure but said that they have a lot more material stored outside than they used to have because their business has grown so much. Mr. Kellogg said that he did not know the exact number of parking spaces now available.

The Chairman opened the Public Hearing. No one wished to be heard and the Public Hearing was closed.

There are no written objections or approvals on file.

Mr. Fejes said that he was having a hard time allowing parking in the front setback as he does not believe the petitioner had demonstrated a hardship.

Mr. Kovacs asked how many trucks come in and out of this facility each day. Mr. Rogers said that there are approximately fifteen or twenty trucks each day. Mr. Kovacs then asked if they felt there was enough room in this area for these trucks to maneuver in and if the number of trucks created the safety issue for parking. Mr. Rogers said that they do have material stored out there also.

Mr. Fejes asked how long the petitioner has been in this building and Mr. Rogers said that Allied Metals has been at this location for twelve (12) years.

Mr. Hutson said that when you look at the surrounding properties you can see that with the exception of the Mon Jin Lau restaurant, the other buildings are in line with the parking. Mr. Hutson said that he is not satisfied that the storage cannot be rearranged to increase the number of parking spaces and also is not convinced that the reason for wanting the parking in front is a safety issue.

Mr. Wright said that he worked for a steel company and feels that this is a definite safety issue as they had done a lot of processing of steel, and with parking at the back of the plant it was quite dangerous because of the number of trucks going in and out.

Mr. Courtney stated that before making a decision on this request he would like to see a better presentation of the lay out of the parking. Mr. Courtney did not see a hardship with this request.

**ITEM #6 – con't.**

Mr. Fejes suggested that the petitioner may want to postpone this request until he can come back to the Board with more information regarding the safety issue and also allow the petitioner to show how many trucks use this property, the times that are the busiest, the maximum number of employees and the time involved for each truck.

Mr. Kellogg stated that he did not know what they would bring back to show the Board. He said that it would be possible to reduce the width of the parking spaces and remove four feet. Mr. Courtney said that he is not interested in making the aisles smaller, he would like more information on the number of parking spaces available, how many employees are employed, how far apart the trucks come in that use this property.

Mr. Stimac suggested that the petitioner explore the possibility of the changing the outside storage in a way that will create more parking and still make maneuvering safe and effective. Mr. Stimac also said that the petitioner could explain what goes on in the building and why outside storage is required at all. He identified that there are a couple of overhead doors on the outside of the building and the petitioner could show how they are used. If all of the outside storage was moved inside there would be a huge increase in the amount of parking spaces.

Mr. Fejes said that they would like a better explanation of what the petitioner does at this property. Mr. Hutson concurred and said that he would be unable to make a good judgment due to the fact that there has not been enough information given to the Board.

Mr. Kovacs suggested that perhaps they could take pictures of this property during their busiest times and show why the parking would be required in the front.

Motion by Courtney  
Supported by Wright

MOVED, to postpone the request of Allied Metals Corporation, 1750 Stephenson, for relief of the Ordinance to construct an addition to their front parking lot that will result in a 24' front setback where Paragraph L of Section 31.30.00 of the Troy Ordinance requires that the 50' front yard remain as a landscaped open space until the meeting of March 21, 2006.

- To allow the petitioner the opportunity to present more information to the Board as to the reasons this variance is needed.
- To allow the petitioner the opportunity of a full Board.

Yeas: All – 6

MOTION TO POSTPONE REQUEST UNTIL THE MEETING OF MARCH 21, 2006  
CARRIED

The Board of Zoning Appeals meeting adjourned at 8:18 P.M.

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Christopher Fejes, Chairman

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Pamela Pasternak, Recording Secretary

**Call to Order**

The regular meeting was called to order at 7:05 pm in Conference Room C at Troy City Hall

**Roll Call**

Present:	Tom Kaszubski	Reuben Ellis
	Padma Kuppa	Anju Brodbine
	Malini Sarma	Mark Pritzlaff
	Lulu Guo	
	Cindy Stewart, Staff Liaison	
Absent:	ONiell Shah	Kelly Gu
	Michelle Haight	Tony Haddad
Guests:	Shirley Darge	Marty Knollenberg

**Approval of Minutes**

Minutes from February 7, 2006 – Motion by A. Brodbine, second by P. Kuppa. Approved unanimously.

**Correspondence / Articles**

Free Press – February 27, 2006 “The recipe for multicultural learning.”

**Old Business**

## A. EthniCity

The EthniCity tent is a way to educate visitors about different countries and cultures. The ambassadors will be our local students.

## Proposed budget

Tent 60' x 80'	\$1,000
Poster Contest	525
Supplies	<u>400</u>
	\$1,925
Sponsorships (help to cover costs)	\$5,000

Ethnic Groups ask why should I be involved in EthniCity? Do we need to pay them? Ideas: Incentives for all groups – plaques – appreciation certificates.

- Allow them to sell wares, crafts from their country to make money.
- Small entertainment acts in center of tent - singers, tai chi, demo, dancers, etc.

Committee tasks:

- Work w/Shirley Darge regarding small entertainment acts
- Booths
- Student volunteer (greeters)
- Poster Contest
- Flags
- Passports/Tent activities for kids

Small entertainment	Anju, Padma, Mayada
Booths	Malini, Michelle, Padma
Volunteers	Lulu & Kelly
Poster Contest	Anju, Padma
Flags	Reuben & Mark
Passports	Malini, Padma, Michelle

Groups pay \$85 deposit - if they participate their check is returned. Padma, Anju and Malini will revise the letter to recruit countries. If ready they will pass out at Sights & Sounds.

Task timeline - by April 4, 2006:

- Booth participant letter finalized & mailed
- Contracts for booth participants
- Contracts for entertainment participants
- Theme for poster contest
- Deadlines for poster contest

By May 2, 2006

- Passports/kid activities

#### B. Sights and Sounds of the World – March 11, 2006

Countries participating to date: Philippines, Germany, Egypt, Italy, India, China, Russia, Bosnia, Mexico, Serbia. All will have entertainment plus participants for the fashion Show.

C. EIA Goals

Motion to adopt proposed Goal #3 - Increase awareness of the City's diversity by offering training, programs, brochures and cable productions.

Motion by A. Brodbine, seconded by P. Kuppa. Approved unanimously.

D. Senior Citizen Project

Scheduled for Thursdays, April 6, 13, 20, 27 @ 12:30 p.m. Room 303. Idea for several generations of people to speak to the group: India, China, Middle East, and Jewish religion.

April 6	Jewish Shir Tikvah
April 13	Middle East - Mayada Faykouri
April 20	India – Padma, Malini, Dr. Sastry & Mrs. Jaya Doraiswamy
April 27	China – Contact Flora Tan and Charles Yuan

**Adjournment**

Motion to adjourn at 8:20 p.m. by .M. Sarma, Seconded by R. Ellis. Approved unanimously.

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Tom Kaszubski, Chairman

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Cindy Stewart, Recording Secretary

The Regular Meeting of the Troy City Planning Commission was called to order by Chair Strat at 7:32 p.m. on March 14, 2006, in the Council Chambers of the Troy City Hall.

1. ROLL CALL

Present:

Mary Kerwin  
Lawrence Littman  
Robert Schultz  
Thomas Strat  
Mark J. Vleck  
David T. Waller  
Wayne Wright

Absent:

Lynn Drake-Batts  
Fazal Khan

Also Present:

Mark F. Miller, Planning Director  
Brent Savidant, Principal Planner  
Allan Motzny, Assistant City Attorney  
Richard K. Carlisle, Carlisle Wortman Associates  
Christopher Kulesza, Student Representative  
Kathy Czarnecki, Recording Secretary

**Resolution # PC-2006-03-040**

Moved by: Wright  
Seconded by: Vleck

**RESOLVED**, That Members Drake-Batts and Khan are excused from attendance at this meeting for personal reasons.

Yes: All present (7)  
No: None  
Absent: Drake-Batts, Khan

**MOTION CARRIED**

2. APPROVAL OF AGENDA

Mr. Miller requested the American Planning Association (APA) travel request for Ms. Kerwin be added to the agenda.

It was the consensus of the members to approve the agenda as revised.

### 3. MINUTES

#### **Resolution # PC-2006-03-041**

Moved by: Schultz

Seconded by: Kerwin

**RESOLVED**, To approve the February 28, 2006 and March 7, 2006 Special/Study Meeting minutes as published.

Yes: All present (7)

No: None

Absent: Drake-Batts, Khan

#### **MOTION CARRIED**

### 4. PUBLIC COMMENTS – Items not on the Agenda

There was no one present who wished to speak.

Chair Strat announced that five (5) affirmative votes are required for approval and recommendations of action of agenda items. He stated the petitioner has the option to postpone the item prior to the presentation to the Planning Commission.

### **PLANNED UNIT DEVELOPMENT**

#### 5. PUBLIC HEARING – PLANNED UNIT DEVELOPMENT (PUD 5) – Proposed Caswell Town Center including 14 single family homes, 74 condominium units, ±19,000 s.f. retail space and the existing Petruzzello's Banquet Center, Southeast corner of Rochester Road and South Blvd., Section 2 – B-3 (General Business), P-1 (Vehicular Parking) and R-1D (One Family Residential) Districts

Mr. Miller reported the Planning Consultant's report dated March 14, 2006 and the proposed Resolution prepared by the Planning Department were distributed to the members prior to the beginning of tonight's meeting.

Richard Carlisle of Carlisle Wortman Associates, the City's Planning Consultant, was present. Mr. Carlisle provided an overall description of the proposed development relating to the site's characteristics, PUD eligibility, transition to the single family homes to the south and east, parking and landscaping. He addressed the revisions to the plan since his last review, dated February 21, 2006, and outlined the outstanding items that need to be addressed. The outstanding items are:

- FEMA determination.
- City's Traffic Engineer review.
- Multiple family building height.
- City's Parks and Recreation Department review.
- Photometric plan review.
- Signage.

The petitioner, Brad Byarski of Michigan Home Builders, 13400 Canal Road, Sterling Heights, was present. Mr. Byarski provided a PowerPoint presentation of the overall development and displayed renderings and visual boards. He addressed the transition to single family homes to the east, the landscaped buffer and lot sizes of the proposed single family homes.

#### PUBLIC HEARING OPENED

Don Brown of 1221 Cadmus Drive, Troy, Treasurer of Maple Forest of Troy Homeowners Association, was present. Mr. Brown commended the petitioner for his professionalism in working with the homeowners and addressing their concerns. The concerns related to providing a buffer for visual privacy and adequate vegetation for sound absorption. Mr. Brown said the proposed development would be a benefit to both the City and the Maple Forest homeowners, and the homeowners would like to see the project go forward.

#### PUBLIC HEARING CLOSED

Discussion followed on:

- Environmentally protected area near rear yard drainage.
- Revised parking layout.
- Submission and review of photometric plan.
- Setbacks of multiple family homes.
- Signage and its spatial relationship to development.
- Elevations and grades.

#### **Resolution # PC-2006-03-042**

Moved by: Wright

Seconded by: Waller

**WHEREAS**, The Planning Commission has reviewed a Preliminary Plan for a Planned Unit Development, pursuant to article 35.60.01, as requested by Michigan Home Builders for Caswell Town Center Planned Unit Development (PUD 5), located on the south side of South Boulevard and east side of Rochester Road, located in Section 2, within the B-3, P-1 and R-1D zoning districts, being 18.62 acres in size.

**RESOLVED**, The proposed PUD meets the Eligibility Requirements set forth in Article 35.30.00 and the General Development Standards set forth in Section 35.40.00.

**BE IT FURTHER RESOLVED**, That the Preliminary Planned Unit Development consist of the project manual, dated October 10, 2005 and revised on February 1, 2006, which contain narratives, reduced plans, and full size plans.

**BE IT FURTHER RESOLVED**, That the Preliminary Planned Unit Development application consists of the project manual, dated October 10, 2005 and revised on February 1, 2006, which contain narratives, reduced plans, and full size plans.

**BE IT FURTHER RESOLVED**, That the City's Planning Consultant Richard Carlisle of Carlisle/Wortman Associates, Inc. has prepared a memorandum dated March 14, 2006 that identifies some issues that still need to be resolved.

**BE IT FINALLY RESOLVED**, That the Planning Commission recommends that Caswell Town Center Preliminary Planned Unit Development be postponed to the March 28, 2006 Special/Study meeting to address issues identified by the City's Planning Consultant.

Discussion on the motion on the floor.

It was noted that Messrs. Miller and Carlisle would not be in attendance at the March 28, 2006 Special/Study meeting, and that Mr. Savidant would represent City Management on the review of the photometric plan.

There was discussion with respect to the intent of the motion and keeping the Public Hearing open for the March 28<sup>th</sup> meeting.

Messrs. Wright and Waller agreed that the intent of the motion is to make a recommendation to City Council at the March 28, 2006 Special/Study meeting after review of the photometric plan and that the Public Hearing would be re-opened for public comment at that meeting.

Vote on the motion on the floor.

Yes: All present (7)  
No: None  
Absent: Drake-Batts, Khan

**MOTION CARRIED**

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Chair Strat requested a recess at 8:35 p.m.

The meeting reconvened at 8:45 p.m.

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### **REZONING REQUEST**

6. **PUBLIC HEARING – PROPOSED REZONING (Z 715)** – Proposed Office Use of Existing Buildings, West side of Stephenson Hwy, North of Fourteen Mile Road, Section 35 – From R-C (Research Center) to O-M (Office Mid-Rise) and/or O-1 (Office Low Rise) District

Mr. Miller identified three pieces of correspondence distributed to the members prior to the beginning of tonight's meeting; i.e., written request from the petitioner to withdraw one parcel from the rezoning request; a proposed Resolution to correspond to the exclusion of that parcel, and a boundary survey showing the withdrawn parcel.

Mr. Miller presented a summary of the Planning Department report for the proposed rezoning and noted that the rezoning was advertised for both O-M and O-1. Mr. Miller reported it is the recommendation of City Management to approve the revised rezoning request.

The petitioner, Michael Surnow of Robbins Investments LLC, 7115 Orchard Lake Road, West Bloomfield, was present. Mr. Surnow said the property is needed for medical office use.

#### **PUBLIC HEARING OPENED**

No one was present to speak.

#### **PUBLIC HEARING CLOSED**

Mr. Motzny confirmed the rezoning request as revised does not need to be re-advertised and the members could proceed with the request.

#### **Resolution # PC-2006-03-043**

Moved by: Littman

Seconded by: Schultz

**WHEREAS**, The applicant has requested that a parcel approximately 3.047 acres in size, described in the legal description as Lot 1 of Robbins Executive Park West, referred to as 466 Stephenson Highway, be withdrawn from the rezoning application, and

**WHEREAS**, The applicant wishes to proceed with the rezoning of the remaining portion of the property, described in the legal description as Lot 2 and part of Lot 3 of Robbins Executive Park West, referred to as 500 and 550 Stephenson Highway.

**BE IT FURTHER RESOLVED**, That the Planning Commission hereby recommends to the City Council that the R-C to O-M rezoning request, located on the west side of Stephenson Highway, north of Fourteen Mile Road, within Section 35, being approximately 13 acres in size, be granted.

Yes: All present (7)  
No: None  
Absent: Drake-Batts, Khan

**MOTION CARRIED**

[Mr. Kulesza exited at 8:55 p.m.]

**SPECIAL USE REQUEST**

7. **PUBLIC HEARING – PROPOSED SPECIAL USE REQUEST AND PRELIMINARY SITE PLAN APPROVAL (SU 330)** – Proposed Auto Dealership, North of Maple, West side of Maplelawn, Section 29, Zoned M-1 (Light Industrial) District

Mr. Savidant presented a summary of the Planning Department report for the proposed auto dealership. Mr. Savidant reported it is the recommendation of City Management to approve the special use and site plan as submitted with the condition that an alternate tree than proposed is provided within the required landscape greenbelt.

The petitioner, Stanley Tkacz of Studio Design, 1529 S. Wayne Road, Westland, was present. Mr. Tkacz said there would be no problem providing an alternate tree and indicated the landscaped area would be well maintained.

**PUBLIC HEARING OPENED**

No one was present to speak.

**PUBLIC HEARING CLOSED**

**Resolution # PC-2006-03-044**

Moved by: Schultz

Seconded by: Wright

**RESOLVED**, That the Special Use Approval and Site Plan Approval, pursuant to Section 28.30.05 of the Zoning Ordinance, as requested for the proposed Infiniti and Hyundai Dealerships, located on the west side of Maplelawn, north of Maple, Section 29, within the M-1 Zoning District, be granted, subject to the following condition:

1. Provide an alternate tree to *Cercis canadensis* within the required landscaped area.

**FURTHERMORE**, That the Planned Auto Center be expanded to include the subject parcel.

Yes: All present (7)

No: None

Absent: Drake-Batts, Khan

**MOTION CARRIED****ZONING ORDINANCE TEXT AMENDMENT**

8. **PUBLIC HEARING – ZONING ORDINANCE TEXT AMENDMENT REQUEST (ZOTA 222) – Articles 04.00.00 and 28.25.00 Classic and Antique Auto Sales Facilities in the M-1 (Light Industrial) District**

Mr. Miller presented a summary of the Planning Department report for the proposed Zoning Ordinance text amendment and reported it is the recommendation of City Management to approve the Planning Commission Public Hearing draft language.

Gregory Need, attorney, 39533 Woodward Avenue, Bloomfield Hills, was present to represent the petitioner. Mr. Need announced the two principals of Birmingham Auto World were also present. He provided a brief explanation for the request and indicated his clients are supportive of the text revisions presented by City Management. Mr. Need asked the members for a favorable recommendation to City Council.

**PUBLIC HEARING OPENED**

No one was present to speak.

**PUBLIC HEARING CLOSED**

Mr. Vleck addressed Section 28.25.07 (D) of the proposed text that states antique or classic automobiles located on site and offered for sale must be in operable condition. He suggested the elimination of the text to also allow inoperable automobiles on site.

Mr. Need said his clients have no preference on the wording of that section because all their vehicles are in operable condition.

**Resolution # PC-2006-03-045**

Moved by: Wright

Seconded by: Kerwin

**RESOLVED**, That the Planning Commission hereby recommends to the City Council that Articles IV DEFINITIONS and XXVIII M-1 LIGHT INDUSTRIAL DISTRICT, pertaining to Antique or Classic Automobile Sales Agencies in the M-1 District, be amended as printed on the Proposed Zoning Ordinance Text Amendment, Planning Commission Public Hearing Draft.

Yes: Kerwin, Littman, Schultz, Strat, Waller, Wright

No: Vleck

Absent: Drake-Batts, Khan

**MOTION CARRIED**

Mr. Vleck said he would prefer the deletion of Section 28.25.07 (D) because it would allow more flexibility to potential people who wish to service classic automobiles in the M-1 district.

**STREET VACATION**

9. **STREET VACATION REQUEST (SV 134-B)** – Cherry Street east of Livernois, approximately 173 feet abutting Lots 6 and 7, Greenough Heights Subdivision, East of Livernois, South of I-75, Section 27 – Zoned O-1 (Low Rise Office) and R-1E (One Family Residential) Districts (the abutting parcels)

Mr. Miller reported the Planning Department received a written request to postpone the item to the May Regular meeting because of the death of one of the petitioners.

**Resolution # PC-2006-03-046**

Moved by: Wright

Seconded by: Waller

**RESOLVED**, That the Planning Commission hereby postpones this item to the May Regular Planning Commission meeting.

Yes: All present (7)  
No: None  
Absent: Drake-Batts, Khan

## **MOTION CARRIED**

### **SITE CONDOMINIUM SITE PLAN**

10. SITE PLAN REVIEW – Preserves of Timbercrest Site Condominium, 6 units/lots proposed, West of Fernleigh, South side of Wattles Road, Section 24, Zoned R-1C (One Family Residential) District

Mr. Savidant presented a summary of the Planning Department report for the proposed site condominium and reported it is the recommendation of City Management to approve the application with the condition that a wetlands determination is submitted.

The petitioner, Joe Maniaci of Mondrian Properties, 1111 W. Long Lake Road, Troy, was present. Mr. Maniaci said the width of the lot dictated a private street to accommodate buildable lots.

Chair Strat opened the floor for public comment.

Lou Messina of 3910 Forge, Troy, was present. Mr. Messina voiced opposition to the proposed development. He said the proposed homes would face the back yards of the residential homes on Forge and the proposed private road would be behind their back yards. Mr. Messina voiced concern with additional traffic exiting onto Wattles Road. Mr. Messina said residents on Forge have maintained the retention area behind their homes.

Shirley Roberts of 3896 Forge, Troy, was present. Ms. Roberts voiced her concern about the private road that would be behind her house. She enjoys outside activities with her small grandchildren and is concerned for their safety.

Michael Long of 3882 Forge, Troy, was present. Mr. Long voiced opposition to the proposed development. He said the development seems to be poorly designed and houses are just being jammed in. Mr. Long addressed concern with vehicular headlights from the cul de sac reflecting on the residential homes on Forge.

The floor was closed.

Mr. Savidant confirmed that the retention area to the rear of the homes on Forge is owned by the State of Michigan and is approximately 100 feet in width.

**Resolution # PC-2006-03-047**

Moved by: Waller

Seconded by: Schultz

**RESOLVED**, That the Planning Commission recommends to City Council, that the Preliminary Site Plan (Section 34.30.00 Unplatted One-Family Residential Development), as requested for Preserves of Timbercrest Site Condominium, including 6 units, located west of Fernleigh on the south side of Wattles Road, Section 24, within the R-1C zoning district be granted, subject to the following condition:

1. The applicant must get a wetlands determination for the parcel as per Section 3.43.01(9). The Planning Department will ensure that the report is submitted for consideration by City Council prior to Preliminary Site Condominium Approval. If the report indicates there are State-regulated wetlands on the parcel, the item will come back to Planning Commission for consideration.

**Discussion on the motion on the floor.**

Mr. Miller explained the wetlands determination is a requirement of the site plan application and the Planning Department erred in accepting the application without a wetlands determination.

Mr. Littman asked for further information on the retention area.

Larry Hendrick of 3868 Forge was present. Mr. Hendrick provided information on the retention basin. He said all the subdivision water goes into the basin. The pumping station shuts off with a heavy rainfall [5-year rain]. Mr. Hendrick estimated the basin filled up about 15 times since he's lived there (34 years), and said the overflow water goes into the creek at the south end. He said water would not go on the proposed development, nor does it go onto the residential properties on Forge.

There was a brief discussion on the State-owned property as relates to landscaping and maintenance.

**Vote on the motion on the floor.**

Yes: Kerwin, Littman, Schultz, Strat, Waller, Wright

No: Vleck

Absent: Drake-Batts, Khan

**MOTION CARRIED**

Mr. Vleck would prefer a landscaped buffer between the private road and the residential homes on Forge.

**SITE PLAN REVIEW**

11. **SITE PLAN REVIEW (SP 928)** – Proposed Industrial Building Parking Lot Revisions, North side of Fourteen Mile, East of John R, Section 36 – Zoned M-1 (Light Industrial) District

Mr. Savidant presented a summary of the Planning Department report for the proposed site plan and reported it is the recommendation of City Management to approve the site plan as submitted.

The petitioner, John Secco of 977 14 Mile Associates, LLC, 18530 Mack Avenue, Grosse Pointe, was present. Mr. Secco said the plan would provide adequate parking for employees and visitors of the proposed user, Innovative Cadence, which is a Tier 1 automotive supplier.

There was discussion on the 14 Mile Road frontage landscaping.

Mr. Secco agreed to extend the landscaping along the 14 Mile Road frontage.

Chair Strat opened the floor for public comment.

There was no one present who wished to speak.

The floor was closed.

**Resolution # PC-2006-03-048**

Moved by: Schultz

Seconded by: Littman

**RESOLVED**, That Preliminary Site Plan Approval, as requested for the proposed Industrial Building Parking Lot Revisions, located on the north side of Fourteen Mile Road, east of John R, located in Section 36, on approximately 8.4 acres, within the M-1 zoning district, is hereby granted, subject to the following condition:

1. That the lawn area between the sidewalk and the parking lot just east of the west entrance be landscaped consistent with the proposed landscape plan for the rest of the property frontage.

Yes: All present (7)

No: None

Absent: Drake-Batts, Khan

**MOTION CARRIED**

**OTHER ITEMS**12. **AMERICAN PLANNING ASSOCIATION (APA) TRAVEL REQUEST****Resolution # PC-2006-03-049**

Moved by: Littman

Seconded by: Schultz

**RESOLVED**, That the Planning Commission approve Ms. Kerwin's travel request for the American Planning Association (APA) conference on April 22-26, 2006.

**Discussion on the motion on the floor.**

There was a brief discussion on budget monies and the transfer of budget line items.

Mr. Vleck asked Ms. Kerwin to provide a written report of knowledge gained at the conference.

**Vote on the motion on the floor.**

Yes: All present (7)

No: None

Absent: Drake-Batts, Khan

**MOTION CARRIED**13. **PUBLIC COMMENTS** – Items on Current Agenda

Chris Komasara of 5287 Windmill Drive, Troy, was present. Mr. Komasara addressed the proposed Timbercrest Site Condominium development with respect to providing landscaping on State-owned property.

Michael Long of 3882 Forge, Troy, addressed the proposed Timbercrest Site Condominium development. He asked if Troy has any existing residential developments where houses are arranged front yard to back yard. He suggested an alternate plan where the homes would face toward the existing condominium development. Mr. Long agreed additional landscaping between the proposed development and residential homes on Forge would be beneficial.

Larry Hendrick of 3868 Forge, Troy, addressed the proposed Timbercrest Site Condominium development. He said the looks of the area near the turnaround would change because the developer is removing six pine trees that are approximately 50 years old and 20 feet tall. Mr. Hendrick addressed a dead-end street versus a turnaround.

The Planning Commission members encouraged the residents on Forge to address their concerns directly to the City Council.

### **GOOD OF THE ORDER**

Ms. Kerwin briefly reviewed the presentation given by Environmental Specialist, Jennifer Lawson, at the Women's League of Voters. She announced that a water management panel is scheduled for Leadership Troy on March 22, 2006 at 7:00 p.m. at the Community Center. Ms. Kerwin thanked the members for approval of her attendance at the APA conference.

Mr. Schultz announced he is attending an Advanced BZA training session offered by the Michigan Association of Planning (MAP) on March 21, 2006.

Mr. Vleck addressed redevelopment in Troy and said the engineering firm going into the former Scott Shuptrine furniture store is a great example. He said the APA conference is a valuable tool for opportunity and forward thinking in the City.

Chair Strat apologized if he offended anyone during the discussion of reviewing the photometric plan for PUD 5.

The Regular Meeting of the Planning Commission was adjourned at 9:48 p.m.

Respectfully submitted,

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Thomas Strat, Chair

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Kathy L. Czarnecki, Recording Secretary

G:\Planning Commission Minutes\2006 PC Minutes\Draft\03-14-06 Regular Meeting\_Draft.doc

March 27, 2006

TO: John Lamerato, Acting City Manager

FROM: Charles T. Craft, Chief of Police 

SUBJECT: Agenda Item - Selection of Sergeant Donald Ostrowski to serve on the U.S. Department of Homeland Security/Office of Infrastructure Protection Panel

The U.S. Department of Homeland Security – Office of Infrastructure Protection (DHS/OIP), has selected Sergeant Donald Ostrowski to serve as a panel member in support of the continued development of the National Asset Database and continuing efforts to assess risk levels regarding the nation's infrastructure.

This ten-member panel, comprised of homeland security experts from around the nation, will meet in Washington D.C., April 10, through April 12, 2006, and will provide recommendations as to the criteria the Department of Homeland Security will use to define assets and systems of national importance within the emergency services sector. The panel will also assist in formulating the criteria for prioritizing various local, state, and federal critical infrastructure assets. Sergeant Ostrowski will attend on an on-duty basis; the federal government will cover his travel and lodging expenses.

The recommendation that Sergeant Ostrowski serve on this prestigious panel is the result of his extensive work and recognized expertise in the area of homeland security. His selection is not only a personal accomplishment, but also one in which the City of Troy and the Troy Police Department should take pride.

**CITY COUNCIL EXPENSE REPORT**  
**Month of March, 2006**

<u>Council Person</u>	<u>Expense Date</u>	<u>Purpose</u>	<u>Amount</u>	<u>Totals</u>
Beltramini, Robin	3/28/2006	Quarterly Fax & DSL Line April - June 2006	\$ 123.72	
			\$ 123.72	\$ 123.72
Broomfield, Cristina	3/28/2006	Quarterly Fax & DSL Line April - June 2006	\$ 194.85	
			\$ 194.85	\$ 194.85
Wade Fleming	3/28/2006	Quarterly Fax & DSL Line April - June 2006	\$ 252.60	
			\$ 252.60	\$ 252.60
Howrylak, Martin F.			\$ -	
			\$ -	\$ -
Lambert, David	3/28/2006	Quarterly Fax & DSL Line April - June 2006	\$ 212.85	
			\$ 212.85	\$ 212.85
Schilling, Louise E.	3/28/2006	Quarterly DSL Line April - June 2006	\$ 89.95	
			\$ 89.95	\$ 89.95
Stine, Jeanne M.	3/28/2006	Quarterly Fax & DSL Line April - June 2006	\$ 119.85	
			\$ 119.85	\$ 119.85
<b>Total for Month</b>			<b>\$ 993.82</b>	

NOTE: This report is presented in compliance with Rules of Procedure for the City Council,  
 Item 18. Miscellaneous Expenses

Date Prepared: 3/28/2006  
 Final Preparation By: J. Nash



**TO:** MAYOR AND MEMBERS OF CITY COUNCIL  
**FROM:** LORI GRIGG BLUHM, CITY ATTORNEY  
 ROBERT F. DAVISSON, ASSISTANT CITY ATTORNEY  
 CHRISTOPHER J. FORSYTH, ASSISTANT CITY ATTORNEY  
 SUSAN M. LANCASTER, ASSISTANT CITY ATTORNEY  
 ALLAN T. MOTZNY, ASSISTANT CITY ATTORNEY  
**DATE:** April 1, 2006  
**SUBJECT:** 2006 FIRST QUARTER LITIGATION REPORT

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The following is the quarterly report of pending litigation and other matters of interest. **The accomplishments during the FIRST quarter of 2006 are in bold.**

#### A. ANATOMY OF THE CASE

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

#### B. ZONING CASES

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

1. Troy v. Papadelis and Papadelis v. Troy - This is a case filed by the City against Telly's Nursery, seeking to enjoin the business from using the northern parcel for commercial purposes. After a lengthy appellate history, an order was entered in the Oakland County Circuit Court, requiring compliance on or before April 29, 2002. The Papadelis family failed to comply with the court's order, and therefore a Contempt Motion was filed. Oakland County Circuit Court Judge Colleen O'Brien determined that the defendants were in contempt of court, and required them to pay \$1,000 to the City of Troy. However, the court also determined that the defendants

were in compliance with the City of Troy zoning ordinances as of the date of the court decision. The Troy City Council authorized an appeal of this decision to the Michigan Court of Appeals. It was filed on September 27, 2002. The neighbors filed an application for leave to appeal, which was denied by the Michigan Court of Appeals on 2/10/03. After receiving criminal citations from the City for expansion of the business, Papadelis filed a federal lawsuit against the City of Troy, alleging civil rights violations and seeking an injunction against the prosecution and/or further expansion. The neighboring property owners filed a Motion to Intervene, which was granted by Federal US District Court Judge Arthur Tarnow. Troy filed a counterclaim in the Federal Court case but it was dismissed by Judge Tarnow, who refused to exercise jurisdiction over the counter-complaint, since it would require him to interpret the opinion of the Oakland County Circuit Court Judge. Troy has subsequently filed two separate motions to dismiss the Papadelis complaint. One of the motions asserted the same jurisdictional claim that was raised against the counter-complaint. The Court granted Troy's motion based on jurisdictional issues and dismissed the case without prejudice. The court did not rule on the other motion, but instead, directed the Papadelises to re-file their case in state court. The Papadelis family then re-filed its lawsuit in Oakland County Circuit Court. Troy filed an answer and a counterclaim. Troy also immediately filed a motion for summary disposition seeking dismissal of the complaint and a judgment in favor of Troy. The counterclaim seeks an order requiring the Papadelis family to remove two greenhouses and other structures that have been built upon the property without approvals that are required under the zoning ordinance. The Court scheduled an early intervention conference (settlement conference) for October 18, 2005. The Court has set the hearing date for the Motion for Summary Disposition for January 4, 2006. **Subsequent to the filing of Troy's Motion for Summary Disposition, Plaintiffs' filed a Cross Motion for Summary Disposition, and the hearing was rescheduled for January 18, 2006. On February 17, 2006, the Court entered its written Opinion and Order, dismissing the Papadelis claim for money damages and their claim for injunctive relief. However, the Court also granted Summary Disposition in favor of the Plaintiffs on their claim for declaratory relief, and held that "retail" activity was not occurring on the northern parcel, and that the "agricultural" activities on the northern parcel were protected under the Right to Farm Act. Additionally the Court ruled the Plaintiffs' were exempt from City permitting requirements under the agricultural building permit exemption of the State Construction Code Act. The Court also dismissed the City's counterclaim. Troy has filed an appeal with the Michigan Court of Appeals. Plaintiffs' have filed a cross appeal challenging the dismissal of their claims for money damages and injunctive relief.**

2. Williams et. al v. City of Troy and Ken Freund- Some of the residents in the Middlesex Country Homesites Subdivision filed this lawsuit against the

City and developer Ken Freund. The lawsuit challenges that the City of Troy improperly approved the Freund Site Condominium project without requiring an official re-plat of the property. The Troy City Council granted preliminary approval of the site condominium plan on March 3, 2003. Each of the parties filed a Motion for Summary Disposition. On 9/3/03, Judge Kuhn heard oral arguments from all parties on the Motions for Summary Disposition. On 3/24/04, the Court entered an order that holds that a re-plat is not required for site condominium developments. This resulted in the Court granting Summary Disposition in favor of the City on Counts I and II of the Plaintiffs' Complaint. However, Judge Kuhn failed to rule on Count III, a violation of substantive due process allegation. The City then filed a Supplemental Brief asking for dismissal of Count III. Judge Warren (who succeeded Judge Kuhn) granted the City's Motion for Summary Disposition and entered an Order closing the case on May 25, 2005. The Plaintiff then filed a Claim of Appeal with the Michigan Court of Appeals. The Court of Appeals placed this matter on its new fast track procedure, since all issues were decided by summary disposition at the trial court level. All parties have submitted briefs to the Court of Appeals. **Plaintiff subsequently filed an Application for Leave to Appeal with the Michigan Supreme Court. The City of Troy and Ken Freund both filed Responses to this Application, and the parties are now waiting for a ruling by the Supreme Court on whether leave to appeal will be granted.**

3. Rathka v. City of Troy – This lawsuit was filed by Roy Rathka, Jr. and concerns property he owns on Canham, a gravel drive located south of Square Lake Road and west of Livernois Road. Mr. Rathka claims he was wrongfully denied a building permit to build a duplex on Canham. The permit was denied pursuant to Section 40.10.01 of the Troy Zoning Ordinance that requires proposed building in one or two family residential districts to front on a public street that has been accepted for maintenance by the City. The City filed a motion for summary disposition, which was granted on 6/21/04. On 6/28/04, Plaintiff filed an appeal of the dismissal to the Michigan Court of Appeals. Rathka filed three motions for an extension of time to file his appellate brief. The first two motions were granted, but the last motion was denied. Rathka then filed a motion to hold the appeal in abeyance to allow him to pursue settlement negotiations with the City. The court granted the motion and held the case in abeyance for 90 days. However, the case was not resolved in that period. Rathka therefore proceeded with the appeal by filing his brief on appeal. Troy filed its responsive brief. The Court of Appeals has scheduled oral argument for January 5, 2006. **On January 17, 2006, the Court of Appeals issued its Opinion that affirmed the City's position, and upheld the dismissal of Rathka's lawsuit.**
4. Piscopo v. Troy, et al – In this lawsuit, the Plaintiffs Paul and Louise Piscopo challenge a decision made on April 19, 2005 by the Troy Board of

Zoning Appeals (BZA). The BZA determined that Mr. and Mrs. Piscopo should not have been issued a permit for their 6000 square foot garage, which is located at 3129 Alpine. The BZA decision was initiated by an appeal filed by George Reed, Betty Reed, and Thomas Krent, which challenged the decision to issue a building permit for the structure. In reaching its decision, the BZA issued an interpretation of Section 04.20.01 of the zoning ordinance, holding that accessory structures, as defined by that section, must be smaller than the ground floor area of the main building. The garage on Alpine exceeds the ground floor area of the residence (the main building). Upon receiving notification of the BZA decision and the new restrictions for the structure, Mr. and Mrs. Piscopo filed this lawsuit. In addition to appealing the BZA decision, the lawsuit also seeks equitable and declaratory relief. George Reed, Betty Reed and Thomas Krent are also named as defendants. Defendants Reed and Krent filed a motion to dismiss Piscopo's claims for equitable and declaratory relief against them (Counts II and III). The Court granted this Motion, and the case is proceeding on the appeal only (Count I). The parties have all filed briefs, and the hearing is scheduled for early 2006. Troy is requesting the Court affirm the decision of the Board of Zoning Appeals, as well order the Piscopos to revise the garage to comply with the BZA decision. The Court has scheduled the hearing on the BZA appeal for January 18, 2006. **The parties participated in an extensive oral argument before the Court on January 18, 2006. On January 20, 2006, the Court issued its Opinion and Order, reversing the BZA's determination that Piscopo's garage was in violation of the zoning ordinance.**

5. Gerback v Troy, et al –The lawsuit stems from City Council's denial of a requested re-zoning of a 2.74 acre parcel of property, located on the west side of Rochester Road, south of Trinway. The property is currently zoned R-1C (one family residential). Plaintiff unsuccessfully sought to re-zone the property to R-1T (one family attached residential). Plaintiff argues in his complaint that the denial of the requested re-zoning was "arbitrary and capricious," and fails to advance a legitimate government interest. Count I of the complaint alleges a denial of substantive due process, and argues that the denial of the rezoning bears "no reasonable relationship to the health, safety and welfare of the public of Troy." Count II asserts an equal protection claim, where Plaintiff argues that he has been treated less favorably than other owners of "similarly situated" property, since properties of greater depths have received the requested R-1T zoning. The complaint seeks an injunction that "prevents the City of Troy from interfering with Plaintiff's proposed use of the property." Troy filed an answer, affirmative defenses and a motion for summary disposition. In November, this motion was granted in part and denied in part. Plaintiff was granted the opportunity to amend the complaint. **Plaintiff has filed an amended complaint and is essentially raising the same claims that were raised in the original complaint. Plaintiff argues that the R-1C zoning classification is arbitrary and capricious, and it denies him equal protection under the law. The amended complaint, like the original,**

**seeks an injunction. The parties have completed the discovery phase, and a trial date has been set. Troy has filed a new motion for summary disposition, which argues that there are no genuine issues of material fact as to any of Plaintiff's claims. The hearing on this new motion is set for May 10, 2006.**

6. Gerback (as a member of 300 Park Venture, L.L.C.) v Troy – This lawsuit was filed August 25, 2005, but it was not served on Troy until September 20, 2005. The case involves a parcel consisting of 0.892 acres located on the northwest corner of Rochester Road and Marengo that is presently zoned R-1B (One Family Residential). Plaintiff filed an application to rezone the property to B-1 for the purpose of developing a Binson's Home Health Care Center. The Planning Commission voted to recommend that City Council deny the rezoning. On August 1, 2005, City Council postponed the decision on the rezoning request until the first meeting in March 2006, to allow for the Planning Commission to consider amending the Future Land Use Plan in the Rochester Road Corridor between Square Lake Road and South Boulevard, before Council would make a decision on the rezoning request. In count I of the complaint, the Plaintiff contends City Council has breached a clear legal duty by refusing to act on Plaintiff's Rezoning Request. He seeks a writ of mandamus requiring City Council to act on the rezoning request "within a reasonable time period, not to exceed twenty-one (21) days." Counts II and III allege City Council has effectively denied the rezoning request by the postponement. He argues that such denial constitutes a violation of Plaintiff's right to substantive due process (count II) and the right to equal protection under the law (count III). In both counts II and III, Plaintiff seeks an injunction that prevents Troy "from interfering with Plaintiff's proposed use of the Property." In addition to responding to the complaint, Troy also filed an immediate motion for summary disposition, arguing that the Plaintiff had failed to set forth a claim that entitled him to his requested relief. The hearing on this motion is scheduled for January 4, 2006. **After a hearing, the Court granted Troy's Motion for Summary Disposition in part, and dismissed Count I of Plaintiff's complaint that sought a writ of mandamus. As to the other two counts of the complaint, the Court determined there were issues of fact that could only be decided at a trial. The parties are now conducting discovery in preparation for trial.**
  
7. D & K Hannawa, LLC v Troy –The lawsuit was filed to amend the recorded plat known as Supervisor's Plat No. 23. In order to amend a recorded plat, a lawsuit must be filed and served on all property owners within 300 feet of the proposed development, as well as the state and local government and utility companies. This particular plat is proposed for amendment, since a platted private alley precludes their construction of their proposed building on Lots 1 and 2. Plaintiff D & K Hannawa, LLC is asking that the plat be amended as the first step in vacating the alley.

### C. EMINENT DOMAIN CASES

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

#### 1. Parkland Acquisition (Section 36)

Troy v. Premium Construction, L.L.C. – The City has filed this lawsuit against Premium Construction, L.L.C. (John Pavone and Mukesh Mangala) to acquire property for a park in Section 36. After a prolonged discovery process, a bench trial began on February 22, 2005. The Court had to interrupt the bench trial proceedings with a number of other matters, including criminal jury trials, and had the parties on stand by and/or took limited testimony for several months. The last testimony in the lengthy bench trial was taken on June 10, 2005. After the testimony, the Judge required the parties to submit post-trial “Finding of Facts and Conclusion of Law” and a summary Memorandum, which were timely submitted by July 13, 2005. Replies to those briefs were due July 20, 2005. The parties are now anxiously waiting for the Judge’s decision. It is unknown when the decision will be rendered. After several months, Oakland County Circuit Court Judge Mark Goldsmith requested portions of the transcript of the lengthy trial proceedings. Unfortunately, this request has been unexpectedly delayed, since the transcribing court reporter broke his wrist, and is unable to complete the work himself and/or have others complete it for him. The parties continue to wait for the Court’s decision. **The Court issued his written opinion on February 3, 2006. The Defendants filed a Motion for Attorney Fees, and a hearing on that request is scheduled for April 5, 2006.**

### D. CIVIL RIGHTS CASES

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

**There are no pending civil rights cases at this time.**

## E. PERSONAL INJURY AND DAMAGE CASES

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

1. Paul Weill v. City of Troy and Sanctuary Lake Golf Course – This lawsuit was filed on November 11, 2005 as a small claims action in District Court 52-4. Mr. Weill's residence is adjacent to the Sanctuary Lake Golf Course. According to the allegations, someone hit an errant golf ball on the golf course on August 29 2005. Weill alleges that the golf ball hit and damaged his truck, which was parked on his property. He argues that the City of Troy is negligent in the design and/or maintenance of Sanctuary Lake Golf Course. In order to represent the City, our office was granted the request that the case be removed from the small claim docket, and transferred to the District Court civil docket. The City then filed an immediate motion for summary disposition (failure to state a viable claim against the City), which will be heard on January 9, 2005. **At a hearing on March 6, 2006, visiting Judge Batchik granted the motion for summary disposition, and determined that the City was entitled to governmental immunity in its operation of Sanctuary Lake Golf Course. Accordingly, the case has been dismissed.**
2. Carrie Zaroni v. City of Troy, Troy Police Officer Joshua Jones and Sgt. Christopher Stout, City of Clawson, Clawson Police Officers Bigelow and Weston, and Rebecca Roose aka Rebecca Ann Renaud This lawsuit was initially filed as a auto negligence case against Rebecca Ann Roose, who struck Carrie Zaroni with her motor vehicle on Livernois and Woodslee in the City of Troy on August 17, 2003, causing very serious injuries. Plaintiff Zaroni was allowed to amend the complaint to add the City of Troy and its police officers and the City of Clawson and its police officers as co-defendants on November 25 2005. According to the amended complaint, Zaroni argues that the City of Troy and its police officers are at least partially at fault for her injuries. She argues that the officers had contact with her prior to her accident, and should have known that she would be struck by an automobile or otherwise would have been involved in an accident. She had been drinking prior to the accident, and therefore argues that the police officers were obligated to take her into custody or otherwise take some action to prevent the accident. She was not driving at the time of her contact with the Troy police officers, and was not

incapacitated. **In addition to responding to the amended complaint, the City has filed an immediate motion for summary disposition, on the basis that Plaintiff has failed to set forth a viable claim against the City of Troy and/or its police officers. The summary disposition motion will be heard on April 19, 2006.**

#### F. MISCELLANEOUS CASES

1. Catherine Norris and Kathleen Livingway v. City of Troy – This lawsuit is identical to lawsuits filed in 12 other communities in the State of Michigan. The complaint asserted that the revenue paid by cable television companies, pursuant to franchise agreements, constitutes an impermissible tax that is prohibited by the Headlee Amendment. In the Troy case, a motion for summary disposition and a motion for class certification were scheduled for 4/21/04. Prior to a final decision in Troy's case, Plaintiffs filed appeals in the Michigan Court of Appeals against some of the original twelve communities who had received quicker decisions from the circuit court. Troy's suit was then stayed until these appeals were concluded. However, we have participated in a coordinated municipal defense. Oral argument on the appellate cases (including St. Clair Shores, Grand Rapids, Westland, Muskegon, Canton and Livonia) was July 12, 2005. On July 26, 2005, the Michigan Court of Appeals affirmed all of the dismissals in favor of the municipalities. In August, Plaintiff filed an Application for Leave to Appeal with the Michigan Supreme Court. The municipal defendants have filed a formal response to the application, requesting a denial of the application. **The municipal defendants continue to wait for the Michigan Supreme Court to decide if they will grant leave to appeal the cases.**
2. Kent Fehribach v. City of Troy – In this lawsuit, there are two challenges to the City's political sign ordinance. Plaintiff is challenging the restriction of placing political signs in residential areas more than 30 days prior to an election and the two sign per residence limit. Plaintiff filed a motion for a temporary restraining order, which was heard in Judge Gadola's absence by Judge Steeh. Judge Steeh temporarily restrained the City from enforcing the two provisions against the plaintiff until Judge Gadola entered a subsequent order. An Opinion and Order Granting Preliminary Injunction was entered on 10/18/04. The City has filed its answer and affirmative defenses. Meanwhile, amendment of the sign ordinance is underway. Discovery is on-going. The Plaintiff has scheduled Marlene Struckman's deposition for July 28, 2005. Troy filed a motion for summary judgment with the Court, arguing that the case was moot after amendments to Troy's sign ordinance. Counter motions were filed by Plaintiff. The Court has scheduled oral argument on the cross motions for summary disposition for January 10, 2005. **In February, Judge Gadola granted Plaintiff's motion for summary disposition. He issued a judgment in favor of Plaintiffs in the amount of \$1.00. In addition, he ruled that Troy's former political sign ordinance was unconstitutional.**

**Plaintiff recently filed a motion with the court requesting that the City pay his attorney fees and costs in connection with the litigation. Negotiations regarding attorney fees are ongoing.**

3. Sunset Excavating, Inc. v. MDOT - Sunset indirectly sued the City of Troy for an alleged change order in the Big Beaver Road Project (from I-75 to Rochester Road). Sunset argued that the unexpected requirement to remove some of the existing soil and replace it with a finer grade of soil justifies an additional \$190,000 in compensation. Since the Project was partially financed with federal funds, MDOT was required to serve as the coordinator of the project, and therefore signed the contract with Sunset Excavating, Inc. As the contracting party, MDOT is actually the named defendant in this lawsuit, even though it is the City of Troy that assumes all liability for the Project. Discovery is scheduled to continue through July 1, 2005. However, Plaintiff has filed a motion seeking additional discovery. A hearing on the discovery motion is scheduled for July 6, 2005. A facilitative mediation was held on June 9, 2005, which did not resolve the case. All motions for summary disposition must be filed prior to case evaluation, which is scheduled in August 2005. If the case is not dismissed or resolved by case evaluation, a trial will be scheduled in the Michigan Court of Claims (Ingham County Circuit Court) after October 1, 2005. All discovery issues have been resolved, and the parties agreed to extend discovery. Troy, on behalf of MDOT, filed a motion for summary disposition, which was denied by the Court. The case was then scheduled for case evaluation. Case evaluation was held in November before a special panel of attorneys that specialize in construction litigation. All parties accepted the case evaluation award. Accordingly, the case has been resolved. The appropriate documentation will be prepared and a final order entered with the court dismissing the case. **The case has been settled in accordance with case evaluation. An Order to Dismiss has been entered with the Court.**
  
4. City of Troy v. Raymond and Linda Winter– The City filed this lawsuit requesting abatement of a nuisance and injunctive relief, after exhausting all other available remedies to get the home habitable. The home is currently posted, since the piles of debris have completely foreclosed entry into the house and into each of the rooms and the staircases in the house. The City is seeking an order to allow us to hire a contractor to open the pathways to the home and inside the home. When the City was unable to serve the Plaintiffs with a copy of the complaint, the Court ordered alternative service on December 8, which allows the City to mail a copy of the complaint by certified mail, as well as affix the Summons and Complaint to their front door. The Defendants then have 28 days to file a response to the Complaint. Defendants filed a response in February. **Council is being asked to consider a proposed consent judgment that was negotiated between our office and the attorneys representing Mr. and Mrs. Winter. Under the terms of this consent judgment, the Winters would abide by an incremental schedule to get each floor of their home in compliance with Troy’s zoning ordinances.**

5. City of Troy v. Ronald Griesmayer– The City filed this lawsuit requesting abatement of a nuisance and injunctive relief at 2766 Rhodes, in the City of Troy. The lawsuit requests injunctive relief in order to get the residence in a habitable state. The homeowner was recently discharged from probation, without making satisfactory progress on his promised clean up of the debris and litter in the home. Troy inspectors report that the unsanitary condition of the home has led to pest infestation, and therefore required the filing of a lawsuit to abate the nuisance. The City was not able to personally serve a copy of the lawsuit on the Defendant. However, the Court did grant our request for an order for alternate service, which allows the City to serve Defendant by certified mail and affix the Summons and Complaint on their front door. The Defendant now has 28 days to file a response to the Complaint. **A default was entered against Mr. Griesmayer for his failure to respond. Shortly thereafter, the property was sold, and the interior of the home has been gutted to allow for necessary improvements. A voluntary dismissal of the case was entered on March 29, 2006.**

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

TALARICO  
& associates, p.c.

Attorneys at Law

Paula M. Talarico

Catherine Dritsas  
of Counsel

March 20, 2006

Chief Charles T Craft  
Troy Police Department  
500 W Big Beaver  
Troy Michigan 48084

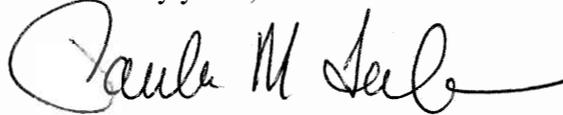
Re: Internet Safety Presentation

Dear Chief Craft:

I am writing as the President of the Martell Elementary PTO. On Monday March 13, 2006 Detective James Mork came to Martell School and gave an excellent presentation on Internet safety. This is the second time I have seen Detective Mork, and I found that his information was well conveyed, and up to date. He was able to answer all questions posed to him. In all it was a very good presentation, and a real value to the community of Troy. Thank you for making such a program available.

If you have any questions or comments, please feel free to contact me.

Sincerely yours,



Paula M. Talarico

cc: Lois Byrne  
Principal, Martell Elementary

Detective James Mork

**RECEIVED**  
Chief of Police

3/24/2006 CT

cc: City Manager  
Capt. Scater  
Officer Mork/dept file  
BB

2328 Livernois, suite 1020 • Troy, MI 48083  
248-740-7003 fax: 248-740-7046  
e-mail: pmtalarico@aol.com

# April 2006

April 2006							May 2006						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1		1	2	3	4	5	6
2	3	4	5	6	7	8	7	8	9	10	11	12	13
9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28	29	30	31			
30													

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
					April 1
					2
3	4	5	6	7	8
7:30pm City Council Meeting (Council Chambers)	7:30pm Planning Commission Special/Study (Council Boardroom)	8:30am BUILDING CODE BOARD OF APPEALS (Conference Room LL)			9
10	11	12	13	14	15
	7:30pm Planning Commission Regular Meeting (Council Chambers)				16
17	18	19	20	21	22
7:30pm City Council Meeting (Council Chambers)	3:00pm Brownfield Redevelopment (Conference Room C) 7:30pm BZA (Chambers) 7:30pm Historic District Commission (Conference Room C)	7:30am DDA Meeting (Conference Room Lower Level)			23
24	25	26	27	28	29
7:30pm City Council Meeting (Council Chambers)	7:30pm Planning Commission Special/Study (Council Boardroom)				30

4/17/06 PH ZOTA-201 Indoor Comm. Rec. M-1 Dist.  
 4/17/06 PH ZOTA 222 Antique/Classic Auto Sales M-1 Dist.  
 4/17/06 PH Comm. Veh. App. 376 Colebrook  
 4/17/06 PH Rez. App. Med. Office Sec. 35-R-C to O-M (Z715)

# May 2006

May 2006							June 2006						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
7	1	2	3	4	5	6	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28	29	30	

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
May 1	2	3	4	5	6
7:30pm City Council-Special/Study Budget (Council Boardroom)	7:30pm Planning Commission Special/Study (Council Boardroom)	8:30am BUILDING CODE BOARD OF APPEALS (Conference Room LL)			
8	9	10	11	12	13
7:30pm City Council Meeting (Council Chambers)	7:30pm Planning Commission Regular Meeting (Council Chambers)				
15	16	17	18	19	20
7:30pm City Council Meeting (Council Chambers)	7:30pm BZA (Chambers) 7:30pm Historic District Commission (Conference Room C)	7:30am DDA Meeting (Conference Room Lower Level)			
22	23	24	25	26	27
7:30pm City Council Meeting (Council Chambers)	7:30pm Planning Commission Special/Study (Council Boardroom)				
29	30	31			

# June 2006

June 2006							July 2006						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3							1
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30		23	24	25	26	27	28	29
							30	31					

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
			June 1	2	3
					4
5	6	7	8	9	10
7:30pm City Council Meeting (Council Chambers)	7:30pm Planning Commission Special/Study (Council Boardroom)	8:30am BUILDING CODE BOARD OF APPEALS (Conference Room LL)			11
12	13	14	15	16	17
	7:30pm Planning Commission Regular Meeting (Council Chambers)				18
19	20	21	22	23	24
7:30pm City Council Meeting (Council Chambers)	7:30pm BZA (Chambers) 7:30pm Historic District Commission (Conference Room C)	7:30am DDA Meeting (Conference Room Lower Level)			25
26	27	28	29	30	
	7:30pm Planning Commission Special/Study (Council Boardroom)				

March 24, 2006

TO: John M. Lamerato, Acting City Manager

FROM: Brian Murphy, Assistant City Manager/Services  
Steven J. Vandette, City Engineer

SUBJECT: Agenda Item – Award of Excellence from the Michigan Concrete Paving Association for Coolidge Highway Realignment at Wattles Road

The Michigan Concrete Paving Association selected the Coolidge Highway Realignment at Wattles Road as the top project for 2006 in the Special Innovative Project category, sharing that honor with the I-94 reconstruction project from US-24 to Wyoming Avenue in Detroit. Statewide there were over 50 projects considered for awards in 15 categories.

This project was the City of Troy's first whitetopping project and the first project of its type in Oakland County. Whitetopping was used as an efficient and cost effective method of repairing this asphalt intersection that exhibited rutting and shoving of the asphalt pavement due to high traffic volumes. The intersection was whitetopped over one weekend last September, closing the intersection on Friday evening and reopening it Monday to traffic.

The realignment portion of the project was completed prior to the whitetopping under a full closure of Coolidge at Wattles. This mode of construction had several advantages including shorter construction time, less cost, and increased worker safety. Residents who were surveyed prior to the start of construction responded overwhelming, 93%, in favor of the full closure.

The award was presented on Thursday, February 16<sup>th</sup> at the Concrete Association's annual awards banquet held at the Troy Marriott. The City of Troy Engineering Department, Hubbell, Roth and Clark Consulting Engineers, and the paving contractor, Six-S Construction Co., were each recognized for their efforts and received plaques for special achievement in concrete paving.

This is the fourth award in six years for the City of Troy's Engineering Department. Previous project winners were Rochester Road from I-75 to Torpey, Big Beaver from I-75 to Rochester Road and Long Lake Road from Carnaby to Dequindre.

## City of Troy Paves the Way with Innovative Whitetopping

As with any typical city, the infrastructure is being tested on a daily basis. Growing traffic and limited resources combine to cause more distress to the roads and limited resources don't always allow for a complete reconstruction. What can a city do to combat this phenomenon? The simple answer is to look at what the City of Troy does!

*“Flexibility was the key to this project and the City of Troy really worked with us.”*  
– John Wood,  
Six-S, Inc.

The City of Troy's motto is “The City of Tomorrow, Today.” With that in mind, the City is very progressive when it comes to constructing and maintaining roads. Troy recently constructed its first whitetopping project because it knows that it must stretch limited road dollars as far as it can and whitetopping fits the bill.

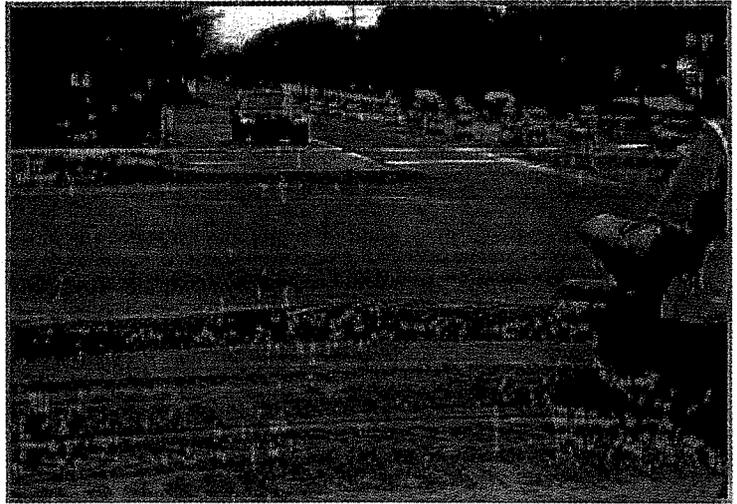
Troy completed its first whitetopping project at the intersection of Coolidge Highway and Wattles Road over the weekend of September 9-11, 2005. The project was unique in several ways and shows that a little innovative thinking

can go a long way.

First, the City of Troy Engineering Department utilized an alternate bid which included the choice of concrete or asphalt. The City knew that this would foster greater competition and ultimately save taxpayer dollars. After the bids were received and reviewed, the City chose concrete whitetopping because the concrete prices were so competitive. Six-S, Inc. of Waterford submitted the winning bid. Another benefit of using concrete was that this also ensured that the project would have a longer term fix and a more consistent look with nearby pavements.

Hubbell, Roth and Clark, of Bloomfield Hills was the design firm for the City. The project called for bridging an existing concrete boulevard on Coolidge Road, south of the intersection, and constructing a new concrete boulevard section just north approximately for approximately one-half mile. Four inches of concrete would be overlaid on the existing asphalt pavement.

Second, the City utilized a unique design mix. The design called for a 6 sack concrete mix with 35% slag cement replacement, a mid range water reducer and a non



*The intersection prior to whitetopping*

chloride accelerator to ensure that the concrete met strength requirements of 3000 psi compressive strength or 500 flexural strength within 36 hours. This design mix was intended to give early strength to allow for the intersection to be opened to traffic sooner than a traditional concrete project. The contractor embraced the design mix knowing it was the right thing to do.

“The concrete mix was designed to provide early opening as well as provide ASR mitigation. This was done by adding 35% slag cement,” explained John Wood of Six-S.

In addition, maturity meters were used to monitor the early age strength of the concrete. The use of maturity meters is growing across the country as a modern alternative to the traditional cylinder method of determining early strength of concrete. Maturity meters allow for more precise and timely data on concrete strength.

Third, the project bid allowed the contractor to choose how the project could be constructed, either on a fast track schedule by completely shutting down the project, or in the traditional manner using partial-width construction and work on the weekends. Neall Schroeder, Project Manager for the City of Troy, explained, “The contractor chose to completely shut the road down. This allowed them to work more efficiently and get the job done in a timelier manner.” John Wood concurred, “We spoke with the residents and all agreed that it would be best to completely close the intersection so that work would be expedited.”

For the construction, the asphalt was milled out of the intersection prior to the closure on Friday evening. The crew began paving on Saturday morning and finished later that afternoon. John Wood explained, “Flexibility was the key to this project and the City of Troy should be commended for their

CALENDAR OF  
UPCOMING  
EVENTS

Board of Directors

Meetings

November 8, 2005

January 10, 2006

March 7, 2006

Troy Marriott

Troy Michigan

Annual Meeting

March 2, 2006

Troy Marriott

Troy Michigan

36th Annual Workshop

February 15-16, 2006

Troy Marriott

Troy Michigan

Golf Outing

June 27, 2006

Timber Ridge Golf Course

East Lansing Michigan

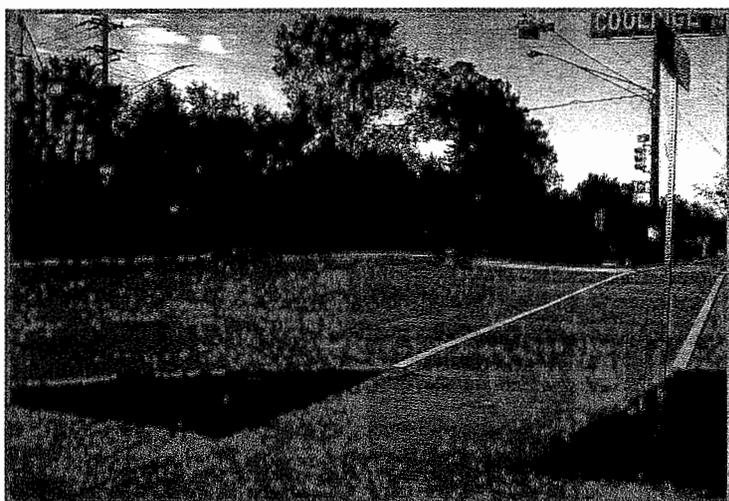
# CONCRETE solutions

## Troy Whitetopping continued from page 5

innovative approach."

The project was wrapped up with saw cutting, pavement markings, and ultimately opened to traffic Monday morning at 5:00 am as the contract specified. From beginning to end, the intersection was closed, paved, and reopened to traffic in less than three days.

The result is quite impressive. A worn-out intersection is replaced with a safe new intersection made of durable concrete. The residents are pleased because they have a new intersection and the construction minimized any delays.



*The completed whitetopping at the intersection of Coolidge and Wattles in Troy.*

This shows that a little innovative thinking can go a long way. For Troy, the "City of Tomorrow, Today" is leading the way with innovations like whitetopping. ■

# CONCRETE solutions

Michigan Concrete  
Paving Association  
2111 University Park Drive,  
Suite 550  
Okemos, Michigan 48864

Office: 517-347-7720  
Fax: 517-347-7740  
www.durableroads.com

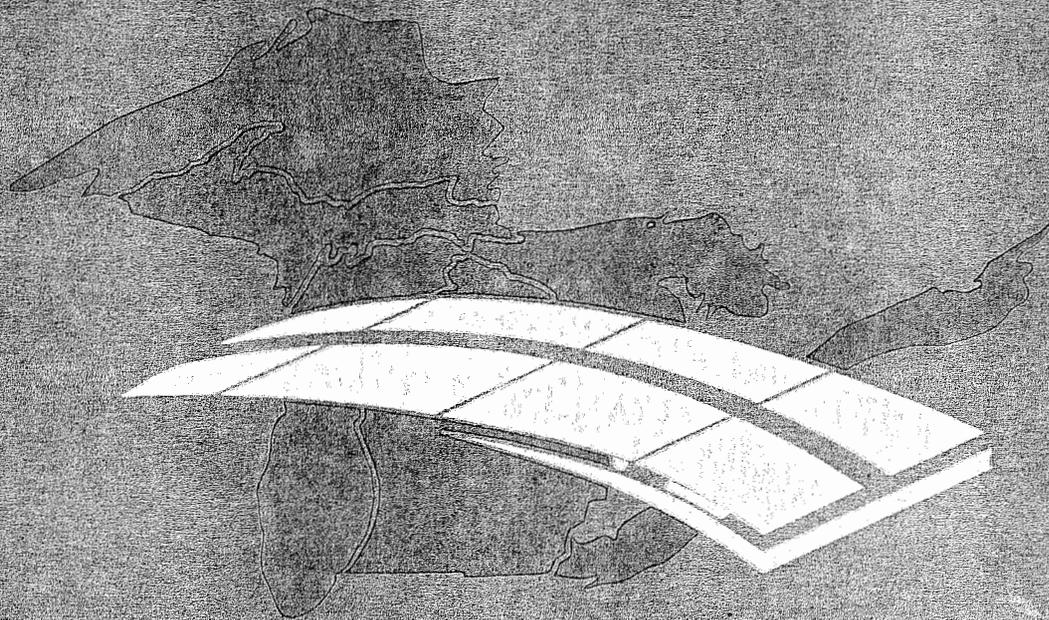
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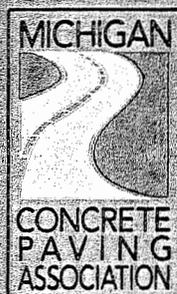
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MR. STEVE VANDETTE  
TROY CITY OF  
ENGINEERING DEPARTMENT  
500 W BIG BEAVER RD  
TROY MI 48084-5254

# AWARD OF EXCELLENCE



To  
City of Troy  
For  
Coolidge Highway  
Coolidge Highway Realignment at Wattles Road  
2006



March 29, 2006

TO: John M. Lamerato, Acting City Manager

FROM: Brian Murphy, Assistant City Manager/Services  
Carol K. Anderson, Parks and Recreation Director

SUBJECT: Agenda Study Item: *City Ordinance, Chapter 28 and the Tree Ordinance and Landscape Design & Tree Preservations Standards*

**RECOMMENDATION:**

Attached please find the revised versions of *City Ordinance, Chapter 28 – Tree Ordinance* as well as the *Landscape Design & Tree Preservation Standards*. The changes in these documents clarify ambiguous sections and include changes as outlined below. Staff has reviewed and submits for consideration the attached revised ordinances and standards.

Chapter 28 to some extent, supports the standards, therefore, they were revised together. Chapter 28 – Tree & Plant Ordinance is being submitted for Council approval and the Landscape Design and Tree Preservation Standards are being submitted for review.

This item was submitted as a Green Memo on March 20, 2006 and is being resubmitted as a Council Study Session item. Both documents have been reviewed as to form and legality by the City Attorney's office.

**BACKGROUND:**

The two documents, with little overlap, deal with three distinct areas. The purpose of Chapter 28 is to establish procedures, and practices governing the protection, installation and long-term maintenance of trees, plants and vegetation within the City of Troy. The Landscape Design and Tree Preservation Standards provides development standards for commercial properties and subdivisions. Chapter 28 overlaps and empowers the Standards in section # 28.02.15, 28.08.00, and 28.16.02. The following is a general outline of the functions of the two documents:

Chapter 28 – Tree & Plant Ordinance:

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- ***Enforcement:***
  - 28.03.00 - Responsibility
  - 28.16.00 – Violation of Tree & Plant Ordinance
  - 28.17.00 – Procedure for Ordering Action on Violations
- ***Maintenance and planting of materials on municipal sites***
  - 28.04.00 – Permits for Planting, Care and Removal of Plants Public Space
  - 28.05.00 – Plant Removal – Public Space
  - 28.07.00 – Plant Protection – Public Spaces
  - 28.09.00 – Excavations near Plants – Public Spaces
  - 28.10.00 – Covering the Surface near Plants – Public Spaces
  - 28.11.00 – Regulations for New Planting – Public Spaces

- 
- **Responsibilities of private plant owners**
    - 28.06.00 – Duties of Private Plant Owners
    - 28.12.00 – Corner Clearance
    - 28.13.00 – Private Plant - Inspection
    - 28.14.00 – Lawn Extension & Subdivision Entry Islands / Cul-de-Sac
    - 28.15.00 – Tree Spacing
- 

- **Responsibilities of property owner before and during development**
    - 28.08.00 – Plant Protection during Development – Public & Private Property
- 

The Landscape Design and Tree Preservation Standard:

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- **Approval Process for Tree Preservation and Landscape Plans**
    - Page 3
- 

- **Request for Variance/Waiver**
    - LD2.00.00 – Circumstances for Variations
    - LD3.00.00 – Request for Variance
    - LD5.00.00 – Request for Waiver of Tree Preservation Standards
- 

- **Information required for review and format for submittal**
    - LD6.00.00 – Preliminary Tree Preservation Plan – General Requirements
    - LD7.00.00 – Final Tree Pres./ Landscape Plan – General Requirements
    - LD9.00.00 – Preliminary Tree Preservation Plans – Specific Requirements
    - LD10.00.00 – Final Tree Pres./ Landscape Plans – Specific Requirements
    - LD11.00.00 – Construction Drawings
    - LD12.00.00 – Landscape Planting Specifications
    - LD13.00.00 – Cost Estimate - Landscaping
    - LD14.00.00 – Submittal Requirements
    - LD16.00.00 – Submissions for Review
    - LD17.00.00 – Changes in Landscape Plan
- 

- **Tree Preservation and Protection**
    - LD8.00.00 – Tree Preservation Options
    - LD23.00.00 – Tree & Plant Protection
- 

- **Fees and Deposits**
    - LD18.00.00 – Tree Preservation / Landscape Plan Review Fee
    - LD19.00.00 – Landscape Deposit
- 

- **Inspections**
    - LD22.00.00 – Landscape Installation
    - LD24.00.00 – Inspection Schedule
    - LD25.00.00 – Initial Site Inspection
    - LD26.00.00 – First Implementation Inspection
    - LD27.00.00 – Final Implementation Inspection
    - LD28.00.00 – Maintenance Inspection
- 

- **Violations of these Standards**
    - LD20.00.00 – Tree Removals Prior to Final Site Approval
    - LD21.00.00 – Violation of Tree Preservation Plan
- 

- **Qualifications and Responsibilities of Individuals**
    - LD29.00.00 – Landscape Contractor Qualifications
-

- LD30.00.00 – Landscape Contractor Responsibilities
- LD31.00.00 – Tree Appraiser Qualifications
- LD32.00.00 – Tree Appraiser Responsibilities
- LD37.00.00 – Landscape Designer Qualifications

- ***Plant Material Requirements, Site Preparation and Plant Installation***

- LD33.00.00 – Plant Material Requirements
- LD34.00.00 – Other Requirements Placed on Plant Materials
- LD35.00.00 – Prohibited Plant Materials
- LD36.00.00 – Site Preparation Prior to Planting

**SUMMARY:**

In brief, the following additions and alterations are proposed. Verbiage has been simplified for clarity and understanding. However, these changes are not presented in the following bulleted items. A Table of Contents has been added to both documents understanding.

***Chapter 28 – Tree Regulations***

- Name has been changed to reflect a more accurate range of responsibilities encompassed by this ordinance.
- Numbering system has been revised to a standardized system that has been implemented in City Ordinances.
- Purpose and Intent section added to clarify reason for this Chapter. (28.01.00)
- Definition section expanded to clarify existing and proposed verbiage (28.02.00)
- Director’s responsibilities required by this ordinance have been expanded. (28.03.00)
- Means of applying for planting permits, with an expansion of the Director’s authority have been revised and expanded. (28.04.00)
- Director’s responsibilities are clarified and expanded. (28.06.00)
- 28.07.00 has been expanded and clarified.
- 28.08.00 had been expanded and clarified to better support proposed changes to Landscape Design & Tree Preservation Standards.
- 28.09.00 was expanded to clarify City’s response to damage of unauthorized underground burials on municipal property by private property owners.
- 28.14.00 was added to clarify the responsibilities of private property owners with regards to maintenance of municipal property located in front of their respective properties.
- 28.15.00 is information added to this chapter to assist property owners in proper selection of trees, their proposed locations and how private trees relate to public plantings.
- 28.16.00 is an expansion and clarification of penalties for violations of ordinances in this chapter. Previously listed penalties have been removed from various sections of Chapter 28, and placed in this section as an inclusive list. Additionally, existing penalties have been upgraded and new penalties added.

***Landscape Design and Tree Preservation Standards***

- Tree Preservation / Landscape Submittal / Approval Process Outline – a new addition to the standards to be used as an aid by the developer. This section provides a road map to guide them through the approval process.

- LD5.00.00 has been altered to allow waivers only if there are no trees on the site.
- LD6.00.00 & LD9.00.00– informational requirements have been increased to facilitate faster evaluation of the proposed project.
- LD7.00.00 & LD10.00.00 – the Final Tree Preservation Plan and the Landscape Plan have been combined into one drawing for review purposes.
- LD8.00.00 - a new section that requires the developer to preserve a percentage of existing trees and/or provide for replacement of trees lost.
- LD15.00.00 expanded the City review authority.
- LD 11.00.00 through LD17.00.00 are relatively unchanged
- LD18.00.00 – The Tree Preservation Review fee and the Landscape Review fee has been combined into one fee, thereby simplifying the approval process.
- LD19.00.00 – the Implementation Deposit and the Maintenance Deposits have been increased to better assure the work is completed as per approved drawings and receives the proper upkeep to maintain desired results.
- LD20.00.00 through LD32.00.00 further explains the developer’s responsibilities and ties these responsibilities to City Ordinance.
- LD33.00.00 through LD 35.00.00 – clarifies and expands on plant material and planting requirements.
- LD36.00.00 – a new section, which is intended to improve plant-growing conditions, particularly in new subdivisions, thereby making it easier for new homeowners to maintain a quality landscape.
- LD37.00.00 – a new section that gives the minimum educational requirements to qualify as a designer of landscaping on projects requiring City approval.

Finally, the Landscape Design and Tree Preservation Standards contain various figures and fees (LD8.01.04, LD18.00.00, LD19.00.00) that require periodic adjustment. Staff requests the City Manager be authorized to approve these fees.

# CHAPTER 28

## TREE AND PLANT ORDINANCE

Revised 3-8-06

### Table of Content

<b>Sec #</b>	<b>Title</b>	<b>Page</b>
28.00.00	Table of Content	1
28.01.00	Purpose and Intent	2
28.02.00	Definitions	2
28.03.00	Responsibility	4
28.04.00	Permits for Planting, Care and Removal of Plants – Public Space	5
28.05.00	Plant Removal – Public Space	6
28.06.00	Duties of Private Plant Owners	6
28.07.00	Plant Protection – Public Spaces	7
28.08.00	Plant Protection during Development – Public & Private Property	8
28.09.00	Excavations near Plants – Public Spaces	9
28.10.00	Covering the Surface near Trees – Public Space	9
28.11.00	Regulations for New Planting – Public Spaces	9
28.12.00	Corner Clearance (Visual Barrier Setback)	10
28.13.00	Private Plant - Inspection	10
28.14.00	Lawn Extension & Subdivision Entry Islands/Cul-de-sac Islands	10
28.15.00	Tree Spacing	11
28.16.00	Violation of Tree and Plant Ordinance	12
28.17.00	Procedure for Ordering Action on Violations of Tree and Plant Ordinance	13
	Figure #1	15
	Figure #2	16
	Figure #3	17
	Figure #4	18
	Figure #5	19

**28.01.00 Purpose and Intent** - The City acknowledges that Troy's urban forest reduces noise; air pollution; energy costs; reflected light; and flooding, stabilizes soils, sequesters carbon, provides habitat for wildlife and increases the value of all properties in the area and the overall quality of life.

It is the City's intent that the urban forest be protected, preserved and/or restored. To that end the City has created these ordinances, the Landscape Design and Tree Preservations Standards and the Building/Developmental Standards.

The purpose of this Ordinance is to establish procedures and practices governing the protection, installation and long-term maintenance of trees, plants and vegetation within the City of Troy. The *City's* purpose is to:

- 28.01.01 Promote the beautification of the City of Troy.
- 28.01.02 Create for present and future generations a planned pattern for the urban landscape within the City of Troy.
- 28.01.03 Promote reasonable preservation and replenishment of landscaping on existing commercial and public properties and to provide guidelines for protection of plants.
- 28.01.04 Safeguard and enhance property values and to protect public and private investment.
- 28.01.05 Provide an ordinance that is reasonable and enforceable.
- 28.01.06 Promote the awareness of the benefits of effective landscaping.

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**28.02.00 Definitions –**

For the purposes of this Ordinance the following terms, phrases, words, and their derivations shall have the meaning given here. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- 28.02.01 **Caliper** - the diameter of the *tree trunk* measured at:
  - a. Six (6) inches above the ground level if four (4) inches in diameter or less
  - b. twelve (12) inches above ground if greater than four (4) inches in diameter.
- 28.02.02 **City** - *City of Troy, Michigan*
- 28.02.03 **clearing** - the cutting down and/or removal of *plants* and/or vegetation from a property whether by cutting or other means.
- 28.02.04 **damage** - includes any intentional or negligent act which will cause *plants* to decline and die within a period of three (3) years, including but not limited to such *damage* inflicted upon the *root system* by the compaction of the soil within the *drip line* of a *tree* during the operation of heavy machinery; the change of the natural grade above the *root system*, around the *drip line*, or around the *trunk* of a *plant* and *damage* from injury or from fire to vegetation which results in or permits infection or *pest* infestation. *Damage* also includes application of soil within the *tree protection area* (28.02.23) or introduction into the water source, and/or release of products, which move through the environment of a *plant*, any petroleum products, pesticides, toxic chemicals or other injurious materials.
- 28.02.05 **DBH (Diameter at Breast Height)** - the diameter of the *tree trunk* measured at 4.5 feet above ground level.
- 28.02.06 **Department** - the *Department* of Parks and Recreation of the *City of Troy*.
- 28.02.07 **Director** - Parks and Recreation *Director* and all employees under her/his direction, authorized by her/him to seek compliance with provision of this ordinance.

## Chapter 28 - Tree Regulations

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- 28.02.08 **drip line** - the *drip line* of a *tree* or *plant* shall be determined by measuring from the center of the *trunk* to the tip of the farthest branch from the *trunk* center. This measurement shall be used as the radius of a circle drawn around the *plant* with the center of the *trunk* being the center of the circle.
- 28.02.09 **emergency** - an event or events, disease, *pest*, or condition which has *damaged* or destroyed a *tree* or *plant* such that the continued presence of such *damaged* or destroyed *tree* or *plant* threatens *public space* in proximity thereto.
- 28.02.10 **imminent danger** - any situation or occurrence that would cause directly or indirectly an immediate danger to any person in a *public space* within the *City*.
- 28.02.11 **grading** - the placement, removal or movement of earth or soil on a property by use of mechanical equipment or hand equipment.
- 28.02.12 **Listed Species** - any *plant* that is endangered or threatened or is a species of special concern as listed on the Federal Inventory List or Michigan Natural Features Inventory List (MNFI), which is maintained by the Michigan Natural Heritage Program and/or the Michigan Land Conservancy.
- 28.02.13 **pest** – the full range of dangerous; destructive; or infectious organisms, insects, diseases, pathogens and/or conditions which attack or effect *plants* or which hinder their development as horticultural subjects. This shall include but not be limited to all biotic and/or abiotic agents.
- 28.02.14 **plant(s)** - any *tree*, shrub, bush, perennial, annual, grass or other vegetation, native or introduced.
- 28.02.15 **prohibited plants** – Plants that shall not to be planted within the municipal boundaries of the *City of Troy* include the following species and all cultivars thereof (see 28.06.04):
- |    |                             |  |
|----|-----------------------------|--|
| a. | Acer saccharinum            | - Silver Maple   |
| b. | Acer negundo                | - Box Elder  |
| c. | Acer platanoides            | - Norway maple   |
| d. | Ailanthus altissima         | - Tree of Heaven   |
| e. | Catalpa speciosa            | - Northern Catalpa   |
| f. | Fraxinus spp.               | - Ash, all forms   |
| g. | Paulownia tomentosa         | - Royal Empress Tree                                       |
| h. | Populus spp.                | - Poplar / Cottonwood                                      |
| i. | Pyrus calleryana ‘Bradford’ | - Bradford Pear  |
| j. | Salix spp.                  | - Willow (excluding shrub forms)                           |
| k. | Ulmus                       | -Elm (excluding cultivars of U. parvifolia & U. americana) |
- See Temporary Banned plants in the Landscape Design and Tree Preservation Standards section #LD35.01.00.
- 28.02.16 **protective barrier** – (see figure #1) a minimum four (4) foot tall plastic mesh barrier constructed at the *drip line* of the *plant* to protect the *root system* and/or *trunk* of the *plant* from *damage* caused by but not limited to: construction, vehicular traffic, storage of equipment, debris, soil, fill or other materials. There shall be no undue compression of the earth or otherwise impeding or preventing the access of water or air to the *root system* of the *plant* or excavation around or removal of soil or earth or the addition of earth or any other materials within the *tree protection area* (see 28.02.23). Building material and other debris shall not be placed inside the *tree protection area*.
- 28.02.17 **public nuisance** - any *plant*:
- with an infectious disease or *pest* problem that may infect municipal trees.

## Chapter 28 - Tree Regulations

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- b. that is dead or dying that has the potential to fall into public spaces.
- c. or limb of any plant that obstruct street lights, traffic signs, free passage of pedestrians or vehicles.
- d. that poses a threat to the safety of individuals in *public spaces* or poses a threat to *City* property.

28.02.18 **public spaces** - public streets, rights-of-way, alleys, avenues, lanes, parkways, sidewalks, walkways, trails, parks, open spaces, lots, retention/detention ponds, drains, streams, museums, bridges, parking lots, or paths within the *City* and all other lands controlled or publicly owned by the *City* or such land privately owned when such land comes within the purview of this ordinance because of the maintenance or continuation of any hazards injurious to property, or individuals in *public spaces* or the public interest.

28.02.19 **public utility** - any person, corporation or organization owning or operating any pole, pipe, tower, satellite dish or conduit located in any *public space* or over or along any public easement or rights-of-way for the transmission of electricity, gas, telephone service, inter-net service, or any other means of electronic communication including the television transmission system and/or coaxial C.A.T.V. cable.

28.02.20 **root system** – the part of the *plant*, located within the *plants drip line*, usually but not always underground that holds the *plant* in position, drawing water and nutrients from the soil.

28.02.21 **street tree** - any *tree* growing in the rights-of-way of the *City* of Troy. These *trees* are generally but not always located between the sidewalk/curb or in the street islands/medians.

28.02.22 **tree** - any self-supporting woody *plant* having one or more defined stems or *trunks* with a *DBH* of 1.25 inches or more and having a defined crown which customarily attains a mature height of eight (8) feet or greater.

28.02.23 **tree protection area** - the space between the *protective barrier* and the *trunk* of the *plant*. (see 28.02.16 and figure #1). Building material and other debris shall not be placed inside the *tree protection area*.

28.02.24 **trunk** - the main stem or body of a *plant*, to be considered apart from its *root system* and branches. In the case of a multiple trunked *plant*, the stem with the largest *caliper* shall be used for the purpose of this ordinance.

28.02.25 **topping** (also known as: Dead Heading and Severe Crown Reduction)- The reduction of the overall size of a *tree* and/or the severe internodal cutting back of branches or limbs to stubs within the *trees* crown to such a degree so as to remove the normal *tree* canopy and disfigure the *tree*. *Topping* is not a form of pruning.

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### 28.03.00 Responsibility

The *Director* shall be charged with the duty of enforcing the provisions of this ordinance and shall have exclusive jurisdiction and supervision over all *plants* planted or growing in *public spaces*.

28.03.01 **Maintain, Preserve or Remove** - The *Director* shall have the authority and it shall be the *Director's* duty to plant, trim, spray, preserve and remove *trees* and other *plants* and grassy areas in *public spaces* to insure safety or to preserve the design intent of such *public spaces*.

28.03.02 Unless otherwise directed by this or other *City* Ordinance, the *Director* is not required to notify the public of any actions taken when enforcing the provisions of this ordinance.

28.03.03 **Order to Maintain, Preserve or Remove** - The *Director* shall have the authority and it shall be her/his duty to order the maintenance, preservation or removal of *trees* or *plants* on private property when she/he shall find such *tree* or *plant* to

## Chapter 28 - Tree Regulations

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- constitute a *public nuisance*.
- 28.03.04 **Unlawful Interference** - It shall be unlawful for any person to prevent, delay or interfere with the City tree crew, or City contractors while they are engaged in the planting, cultivating, mulching, pruning, spraying, treating, transplanting, or removing any tree on municipal property as authorized in this ordinance.
- 28.03.05 **Issue Conditional Permits** - the *Director* shall have the authority to affix reasonable conditions to the granting of a permit issued in accordance with the terms of this ordinance. Permits issued under this Ordinance shall be obtained through the Department of Parks and Recreation. Any conditions granted by the Director shall be based on current City policies.
- 28.03.06 **Supervision** - The *Director* shall have the authority and it shall be her/his duty to supervise all work done under a permit issued in accordance with the terms of this ordinance.

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### 28.04.00 **Permits for Planting, Care and Removal of *Plants* - *Public Spaces***

The *Director* shall be charged with the duty of issuing and enforcing permits issued to residents, individuals, groups, organizations, companies, and/or corporations for the planting, care and removal of plants in *public spaces*.

- 28.04.01 **Preserve, Remove or Treat** – No person shall trim, spray, transplant, remove or cause/authorize any person to trim, spray, transplant, or remove *trees, plants* or grassy areas in *public spaces* without first filing an application and procuring a permit from the *Director*. This excludes the treatment of turf grasses in Lawn Extensions (28.14.00) with weed/pest control and fertilizer when done in conjunction with the adjoining private turf areas.
- 28.04.02 **Application Data** - The application required by this ordinance shall state the number, size and variety of *plants* to be trimmed, sprayed, preserved, transplanted, or removed; the kind of treatment to be utilized, the kind and condition of nearest *plants* upon the adjoining property. If planting, the application shall include drawings which indicates the variety and number of each *plant* type, the location, *plant* grade, and method of planting, including the supplying of suitable soil or soil amendments. When deemed necessary *Director* reserves the right to request additional information.
- 28.04.03 **Insurance** - Before any permit shall be issued, each applicant shall first file evidence of possession of worker compensation and liability insurance with the *City's* Department of Risk Management. The City Risk Manager will set actual amounts and types of insurance required.
- 28.04.04 **Standards for Issuance** - The *Director* shall issue the permit provided for in this ordinance when it is found that the desired action or treatment is necessary, effective, and appropriate and that the proposed method and workmanship is satisfactory and that such action is in conformance with this ordinance, the Landscape Design and Tree Preservation Standards and City Developmental Standards.
- 28.04.05 **Permit Issuance**– This permit shall be issued at the Department of Parks and Recreations, in the Troy Community Center – 3179 Livernois, Troy, MI 48083-5029.
- 28.04.06 **Revoking Permit** - the *Director* may revoke a permit when the permit holder refuses or neglects to comply with any of the provisions of this ordinance, the Landscape Design & Tree Preservation Standards, or specific conditions outlined in the permit.
- 28.04.07 **Plant** - No person shall plant or set out any *tree* or *plant* in *public spaces* without first filing an application and procuring a permit from the *Director*.

## Chapter 28 - Tree Regulations

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28.04.08 **Notice of Completion** - A notice of work completion concerning all plantings, transplanting, removals, *pest* control or major pruning shall be given by the permit holder, within five (5) days of completion of the permitted work, to the *Director* for inspection and approval. Permit holder will be notified of any required corrections, changes, alterations, or deficiencies. Notification shall include scheduling for required work.

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### 28.05.00 **Plant Removal - Public Spaces**

The *Director* shall be charged with the duty of removing or ordering removal of *plants* in *public spaces*:

28.05.01 The *Department* shall have the right to and remove *trees* and/or *plants* in *public spaces* as may be necessary to ensure safety or to preserve the design intent of such *public spaces*.

28.05.02 The *Director* may remove or cause or order to be removed, any *tree* or *plant* or part thereof which is in any unsafe condition or which is a prohibited species, or is affected with any injurious disease, fungus, *pest*, or otherwise be considered by the *City* to be a *public nuisance*.

28.05.03 Whenever the *Department* shall remove a *plant*, solely for the purpose of constructing any public work, the *Director* shall, if practical, replace the same at public expense, at some nearby location by planting another *plant*, but not necessarily of the same type or size.

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### 28.06.00 **Duties of Private Plant Owners**

It shall be the duty of any person, organization, company, group, association, or corporation growing *trees* and *plants* within the *City* to:

28.06.01 **Trim** - To trim her/his *trees* and *plants* so as not to cause a hazard to *public spaces* or interfere with the proper lighting of *public spaces* by the streetlights.

a. Any overhead portions of a plant/tree shall be a minimum of eight (8) feet above the surface of the street, sidewalk, trail system, or rights-of-way, which ever has the highest elevation and a minimum of one (1) foot off sidewalk (see figure #4).

b. All private *plants* shall be pruned so that the above ground portions do not extend beyond the property line into *public spaces*.

c. Said person shall remove all dead, diseased, or dangerous *trees* and *plants*, or broken or decayed limbs which constitute a menace to the safety of the public in *public spaces* or which the *City* would otherwise consider a *public nuisance*.

d. *Plants* installed in the Corner Clearance Zone (see figure #2 & 28.12.00) shall be pruned and maintained to a height not to exceed thirty (30) inches above established street grade for shrubs and the lowest branch on a *tree* shall be eight (8) feet above the established street grade.

e. Private trees planted within thirty (30) feet of municipal property shall be pruned to allow the natural growth and development of the municipal tree.

28.06.02 **City Trimming** - The *City* shall have the right to trim any *trees* and *plants* on private property which interfere with vehicular and/or pedestrian traffic in *public spaces* or the proper spread of light along the street from street lights, or interferes with visibility of any traffic control device / signs or would otherwise be considered by the *City* to be a *public nuisance*. Such trimming is to be confined to that work deemed necessary by the *City* to eliminate the interference or *public nuisance*. Property

## Chapter 28 - Tree Regulations

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- owner will be given 24 hours notice prior to removals unless need for removal is created by an *emergency* or an *imminent danger*. The Property owner shall pay all costs incurred by the City.
- 28.06.03 **Private Plants - Diseased, Infested, Damaged, Dead, or Creating a Hazard**  
When the *Director* shall discover any *tree* or *plant* on private property within the *City* is creating a *public nuisance* (28.02.17), the *Director* shall serve an order upon the property owner in the manner specified in Section 28.17.00 of this ordinance. This order shall describe the *tree* or *plant*, its location and condition and order the property owner to take such measures as may be reasonably necessary. Such order may require the pruning, spraying or destruction and/or removal of the *tree* or *plant*. Such order may indicate the manner of disposal for all debris created by the required destruction and removal. Every such order shall be completed within ten (10) business days after the notice has been issued, or within such time as may be stipulated in such order as provided in Section 28.17.02. In the event of an *emergency* or *imminent danger* situation the *Director* shall have the authority to take immediate action as is necessary to abate the situation. The Property owner shall pay all costs incurred by the City. The City does not chip private plant debris.
- 28.06.04 **Prohibited Plants** - The general public, individuals, groups, organizations, or corporations shall not plant or cause to be planted any of the *plants* on the *City's prohibited plant* list (see 28.02.15) or the Temporary Ban List (see Landscape Design and Tree Preservation Standards #LD35.01.00). The *Director*, on a case-by-case basis, can approve exceptions to this prohibition. Approval by the *Director* shall be based on current City policies.
- 28.06.05 **Tree and Plant Protection Prior to Development** - To prevent the unnecessary destruction of *plants* and/or *listed species* on land where a building permit or subdivision approval has not been issued, the destruction within any five (5) year period, of more than twenty-five (25%) percent of the *trees* on any parcel of real property within the *City*, without prior approval of the *Director* shall be prohibited (see 28.08.00, 28.16.02 and Landscape Design & Tree Preservation Standards and the *City's* Developmental Standards).
- 28.06.06 **Chipping or Removal of Plant Debris** - The *City* does not chip or remove leaves, limbs, stems, logs, roots, or any other debris created by a private *plant* owners or their agents during the maintenance or removing of *plants*, thereby bring them into conformance to this ordinance.
- 28.06.07 **Plant Debris Disposal** - No individual, group, organization, company, or corporation shall;
- a. Dispose in the *City*, *plant* debris, and/or by-products of plants (lumber, logs, firewood, mulch, chips, leaves, etc.) from private or public *plants* that contains dangerous, destructive or infectious *pests* without first obtaining a permit.
  - b. Dispose on municipal property any *plant* debris, and/or by-products of plants (lumber, logs, firewood, mulch, chips, leaves, etc.) from private or public *plants* without first obtaining a permit.
  - c. The *Director* shall have the authority to affix conditions to the granting of the permit issued in accordance with the terms of this ordinance. Affixed conditions shall be based on current City policies.

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### 28.07.00 ***Plant Protection - Public Spaces***

It shall be the duty of any and all residents, individuals, groups, organizations, companies, and/or corporations within the *City* to protect plantings in *public spaces* so that:

## Chapter 28 - Tree Regulations

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- 28.07.01 No person shall *damage*, break, injure, mutilate, kill, destroy, transplant, remove, or otherwise deface any *plant*, or set any fire within ten (10) feet of the *drip line* or permit any fire, or the heat from a fire, to injure any portion of any *plant*. No toxic chemicals or other injurious materials shall be allowed to seep, drain, or be emptied on, near, or about any *plant*.
- 28.07.02 No electric wires or any other lines or wires shall be permitted to come in contact with any *plant* in any manner that shall cause *damage* to the *plant* and no person shall attach any electrical insulation to any *plant*.
- 28.07.03 No person shall use any *plant* as an anchor except by special written permit from the *Director* and no material shall be fastened to or hung on any *plants* in *public spaces*.
- 28.07.04 No person shall install, remove, or injure any guard or device placed to protect any *trees*.
- 28.07.05 All persons having under their care, custody or control, personal property which may obstruct with the trimming, care, removal or planting of any *plant*, shall, after notice by the *Director*, promptly abate, prior to the time requirement given in said notice, such obstruction in such manner as shall permit the trimming, care, removal or planting of such *plants* by the *Department*.
- 28.07.06 At no time will the practice of *topping* be considered appropriate or normal practice for any person, firm or *City* department. *Trees* severely *damaged* by storms or other causes, or certain *trees* under utility wires or other obstructions where other pruning practices are impractical may be exempted from this ordinance at the determination of the *Director*. This determination shall be based on current *City* policies.

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### 28.08.00 **Plant Protection During Development - Public and Private Property**

It shall be the duty of any residents, individuals, groups, organizations, companies, developers, and/or corporations developing property within the *City* to protect plantings so that:

- 28.08.01 During any building, exterior renovation or razing operations, the developer/builder shall erect and maintain suitable *protective barriers* (see 28.02.16) around all *trees*, *plants*, on *public spaces* and on private property, so as to prevent *damage* to *plants* and/or areas intended for preservation. (See figure #1). Building material and other debris shall not be placed inside the *tree protection area* (see 28.02.23).
- 28.08.02 *Protective barriers* shall not be relocated or removed without prior approval of the *City*.
- 28.08.03 Silt screen or other acceptable measures shall be placed up slope for the *protective barriers*. This silt protection barrier shall shield the area of preserved *trees* or *plants* from soil sedimentation intrusion into the *tree protection area*.
- 28.08.04 Where root loss will occur, root prune one foot beyond the *protective barriers* using a vibrating saw or narrow trencher to make clean cuts. Cutting instrument shall have sharp blades to minimize *damage*. Back fill immediately and cover with three (3) inches of mulch.
- 28.08.05 When, in isolated incidents, as determined by the *City*, *protective barriers* may be impractical or ineffectual in protecting *roots* in the *tree protection area* (28.02.23), the developer shall provide temporary buffers as approved by the *City* to prevent *root* damage.
- 28.08.06 Pruning of preserved trees during development shall be limited to the removal of dead, dying, and/or damaged branches. Where necessary the Developer may, with *City* permission, prune trees to accommodate construction activities. Upon completion of the development, overall pruning to enhance the quality of the trees

## Chapter 28 - Tree Regulations

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may be done under the guidance and supervision of the City.

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### **28.09.00 Excavations Near *Plants - Public Spaces.***

It shall be the duty of any residents, individuals, groups, organizations, companies, developers, and/or corporations working or owning property within the *City* to protect plantings in *public spaces* so that:

28.09.01 **Excavations and Driveways** Excavations and driveways shall not be placed within fifteen (15) feet of any existing *tree* without written permit from the *Director*. Any person making such excavation or construction shall erect and maintain a suitable *protective barrier* around the *tree* (see figure #1). Building material and other debris shall not be placed inside the *tree protection area* (28-02.23).

28.09.02 **Irrigation Systems, Invisible Dog Fences, or any Unauthorized Underground Installation** - The *City* shall not be responsible for damages to irrigation systems, invisible dog fences or any unauthorized underground installation installed in *public spaces* by private parties.

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### **28.10.00 Covering the Surface near *Trees - Public Spaces.***

No person shall place within the *public space* any soil, stone, brick, sand, concrete, or other materials, which will in any way impede the full and free passage of water, air or fertilizer to the *root system* of any *plant* in a *public space*, except a sidewalk or driveway of authorized width and location.

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### **28.11.00 Regulations for New Planting - Public Spaces**

Work other than that in section 28.08.00 shall be done under a permit issued (see 28.04.00) in accordance with this ordinance, the Landscape Design and Tree Preservation Standards, and City Developmental Standards, shall be performed in strict accordance with the listed terms and with the following regulations for the planting, trimming and care of *trees* and *plants* in *public spaces*:

28.11.01 *Trees* must have a *caliper* of 1.5 inches or more for bare rootstock and 2.5 inches or more for container grown/balled and burlapped stock.

28.11.02 *Tree* types shall be selected from Parks and Recreations Recommended Deciduous Trees for Troy list unless otherwise approved by the *Director*. Approval by the *Director* shall be based on current City policies.

28.11.03 All replacement *plants* other than *trees* shall be a minimum of:  
a. four (4) inch pot for perennials and non-turf grasses  
b. one gallon for all shrubs.

28.11.04 All *trees* with a *caliper* of two (2) inches or greater must be protected and supported by *tree guards*. (see figure #3)

28.11.05 In rights-of-way, all *trees* shall be planted on fifty (50) foot centers, unless a special permit is obtained from the *Director* (see 28.04.00). All other plantings on municipal properties shall conform to the City's Developmental Standards. Permit approval by the *Director* shall be based on current City policies.

28.11.06 All *trees* shall be centered between the sidewalk and curb unless the *Director* issues a permit. Where no sidewalk and/or curb exist, the *Director* shall approve planting locations. Permit approval by the *Director* shall be based on current City policies.

28.11.07 No *tree* shall be planted within fifteen (15) feet either side of a driveway that opens onto a public street.

28.11.08 No plant that exceeds thirty (30) inches in height above the lowest established street grade, shall be planted within fifteen (15) feet either side of a driveway that opens onto a public street.

## Chapter 28 - Tree Regulations

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- 28.11.08 Other than turf grasses, no *trees* or *plants* shall be planted within fifteen (15) feet of any fire hydrant or as to obstruct the fire hydrant when viewed from the street. Turf grasses planted around a fire hydrant shall be maintained at a mowed height of six (6) inches or less.
- 28.11.09 No *tree* shall be planted on private property within thirty (30) feet of a *tree* planted in the rights-of-way.
- 28.11.10 All planting shall be done in accordance with Park and Recreation planting specifications (see figure #3).
- 28.11.11 All plantings shall conform to Corner Clearance (28.12.00).
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### 28.12.00 Corner Clearance (Visual Barrier Setback)

Property owners in the City shall:

- 28.12.01 In order that the view of the driver of a vehicle approaching a street intersection is not obstructed, all *plants* located on the triangle formed by two (2) rights-of-way lines at the intersection of two (2) streets and extending for a distance of twenty-five (25) feet each way from the intersection of the rights-of-way lines on any corner lot within the *City*, shall not be permitted to grow to a height of more than thirty (30) inches from the lowest established street grade, along the legs of the fore mentioned triangle (see figure #2).
- 28.12.02 *Trees* may be planted and maintained the corner clearance area, provided that all branches are trimmed for a vertical height of eight (8) feet above the highest established street grade perpendicular to the *tree trunk*.
- 28.12.03 Any person failing to trim any *plants* to conformity with this ordinance shall be notified by the *Director* in the manner provided in Section 28.17.01 of this ordinance. Such notice shall require trimming or removal in conformity with this ordinance within the time prescribed in the notice as provided in 28.17.02 of this ordinance. Upon the expiration of such period, the *Director* may cause the trimming or removal to be done and the cost thereof may be collected from the owner of said property as provided in 28.17.06 of this ordinance.
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### 28.13.00 Private *Plant* - Inspection

The *Director* shall have the authority to enter upon private property for the purpose of examining any *plants*, for the presence of *pests* and/or to determine if an *emergency* or *imminent danger* situation exists. No *damages* shall be awarded for the destruction of any *plant*, fruit, or injury to the same, if done by the *Director* in accordance with this ordinance.

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### 28.14.00 Lawn Extensions & Subdivision Entry Islands/Cul-de-sac Islands

Property owners in the City are charged with the responsibility of maintenance of *public spaces* adjacent to their property as follows:

- 28.14.01 Property owners and/or occupants shall maintain the lawn extensions (see 28.14.02) that abut their property and/or the street island directly in front of their property in a neat and orderly manner in compliance with *City* ordinances. At no time shall property owners and/or occupants allow poison ivy, ragweed or any other poisonous, noxious, or unhealthy growths to occur in the lawn extensions or street island in their care.
- 28.14.02 Lawn extensions shall be defined as that space between the property line and the curb/road edge.
- 28.14.03 No person shall willfully injure, destroy, remove, or transplant any *plants*, or grasses

## Chapter 28 - Tree Regulations

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- on any lawn extension / street island or throw papers, refuse, or any other thing thereon.
- 28.14.04 For other than turf type grasses; the property owner and/or occupants shall apply for a permit to plant in these areas (28.04.00). A proposed maintenance schedule and intended maintained size of the plants shall be provided when applying for permit.
- 28.14.05 All paved surfaces in the lawn extensions and islands shall be mechanically edged on a regular basis to maintain clean exposed edges and no dirt or other debris shall be allowed to collect on paved surfaces.
- 28.14.06 Property owners and/or occupants are not responsible for major tree maintenance in the lawn extensions and islands.
- 28.14.07 Any plantings by developers, property owners, occupants, homeowner's associations, or agents thereof shall conform to 28.11.00.
- 28.14.08 When necessary based on street layout, additional properties may be required to maintain any street islands. The *Director* shall review and assign responsible properties on a case-by-case basis. Assignments by the Director shall be based on current City policies.
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### 28.15.00 **Tree Spacing**

To promote the awareness of the benefits of effective landscaping in the *City*, the following planting information has been prepared for trees planted on private or municipal property:

- 28.15.01 The City strongly encourages all *trees* planted on private property conform to Parks and Recreation's [Recommended Deciduous Trees for Troy](#) list.
- 28.15.02 No *tree* shall be planted on private property within thirty (30) feet of a *tree* planted in the rights-of-way.
- 28.15.03 ***LARGE TREES*** - *Trees* that will attain a mature height over fifty (50) feet and at least thirty-five (35) feet wide. These *trees* should be spaced at least thirty-five (35) feet apart on private property (unless otherwise directed by City Ordinances and/or standards) and fifty (50) feet apart on *public spaces*.
- 28.15.04 ***MEDIUM TREES*** - *Trees* that will attain a mature height of thirty (30) to fifty (50) feet and at least twenty-five (25) feet wide. These *trees* should be spaced at least twenty-five (25) feet apart on private property (unless otherwise directed by City Ordinances and/or standards) and as close as forty (40) feet apart on *public spaces* if approved by *City*.
- 28.15.05 ***SMALL TREES*** - *Trees* that will attain a mature height of fifteen (15) to thirty (30) feet and at least fifteen (15) feet wide. These *trees* should be spaced at least fifteen (15) feet apart on private property (unless otherwise directed by City Ordinances and/or standards) and as close as thirty (30) feet apart on *public spaces* if approved by *City*. Under no circumstance shall a small *tree* be considered for use as a *street tree* unless an overhead utility is involved.
- 28.15.06 All *trees* shall have the following setbacks from an overhead utility lines (see figure #5):
- a. Large *trees* shall be planted no closer than fifty (50) feet from the outer most utility line.
  - b. Medium *trees* shall be planted no closer than forty (40) feet from the outer most utility line.
  - c. Small *trees* may be planted directly under utility lines.
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- ### 28.16.00 **Violation of Tree and Plant Ordinance** – Except as otherwise provided, any resident, person, group, organization, company, firm or corporation violating the provisions of this Chapter is responsible for a Municipal Civil Infraction

and subject to the provisions of Chapter 100 of the Code of the City of Troy.

28.16.01 **Penalties for Unauthorized Removals of Plants - Public Spaces**

- a. Any person violating or causing to be violated any of the provisions of this ordinance including but not limited to any person cutting down or removing *trees* or *plants* without personally seeing a copy of a valid permit authorizing such cutting down or removal of the *trees* or *plants* shall be subject to a fine of up to \$500.00 per offense, depending on the commercial and/or historical value of such *trees* and *plants*.
- b. Each *tree* or *plant* destroyed or removed in violation of this ordinance shall be considered a separate offense.
- c. In the case of unauthorized removal or destruction of *trees* or *plants*, in addition to the fine, each *plant* destroyed or removed in violation of this ordinance shall be replaced with another like *tree* or *plant*. If the responsible party is unable to locate similar sized, type, or quality plant materials, she/he may request a variance from the *Director*. If the *Director* grants a variance, the party replacing the *plants* will pay the *City* the cost difference between the value of the destroyed *plant* and the value of the replacement. The latest revision of the Guide For Plant Appraisals as published by the International Society of Arboriculture shall be used to determine the value of the destroyed *plant*. Variances approved by the Director shall be based on current City policies.

28.16.02 **Penalties for Unauthorized Removals or Damage to Plants during or before Development- Public Spaces and Private Property**

Performing any *plant* removals and/or damaging any plants designated for preservation during development or on sites not yet designated for development (28.06.05), found to be in violation of this Ordinance, Tree Preservation Standards or any other developmental standards shall result in the following penalties:

- a. Payment of the Tree Preservation / Landscape Review Penalty Fee as found in Chapter 60.
- b. Replacement of *trees* and *plants* by the property owner will be required when any removal is in violation of this ordinance, and/or the Tree Preservation Standards. Replacement tree varieties shall be selected from the City's Recommended Deciduous Trees for Troy list.
- c. The property owner must submit for approval a list of replacement *plant* varieties for review by the City. Approval of the list of replacement *plant* varieties shall be based on current City policies.
- d. All replacement *trees* shall have a minimum *caliper* size of four (4) inches.
- e. Property owner will be required to replace trees at a rate of three (3) *caliper* inches for each inch *DBH* lost.
- f. Amount of inches *DBH* lost will be determined by:
  - 1) City approved Tree Preservation plan if previously submitted and approved prior to removals, otherwise see 28.16.02f2
  - 2) Onsite inspection by City Staff. If staff is not able to make an accurate assessment due to site conditions, see 28.16.02f3
  - 3) Inches of *DBH* lost will be assessed at a rate of 1089 inches *DBH* per acre.
  - 4) Or any combination of above as determined necessary by City Staff to make a reasonable assessment of lost inches *DBH*
- g. All replacement *plants* other than *trees* shall be a minimum of:
  - 1) one (1) gallon for perennials and non-turf grasses

2) five (5) gallon for all shrubs

- h. Planting locations for replacement *plants* shall be staked by the property owner and approved by the *Director* before any replacement plantings occur. Location approvals shall be based on current City policies.
- i. Replacement plantings shall conform to “American Standard for Nursery Stock”.
- j. *Plants* selected for use as replacements shall be free from injury, *pests*, diseases, and nutritional disorders, root defects and must be in good vigor. The *Director* reserves the right to reject any or all *plants* used as replacements. All rejected *plants* shall be removed from the site. Rejection of plants shall be based on this ordinance and current City policy.
- k. All replacement *plants* shall carry a two-year unconditional guarantee.
- l. All replacement *plants* shall be planted as per Parks & Recreation specification. Copies of these specifications shall be obtained from the *Director*.
- m. All plantings shall conform to Corner Clearance sec #28.12.00 of this ordinance.

28.16.03 **Failure to Maintain Approved Plantings in Public Spaces**

Approved plantings in *public spaces* found to be poorly maintained shall, upon order by the City, be removed by the parties responsible for the maintenance and the site restored to turf or other City approved ground cover (plants or mulch). Failure to comply, see 28.17.05.

28.16.04 **Penalties for Damaging Plants - Public Spaces**

Any person or persons who cause *damage* to any *City trees* and/or *plants* by the improper use of any machines, automobile, chemicals, or other activities shall be held liable for *damages* to said *trees* and *plants*. *Damages* shall be corrected, repaired and/or replaced by the *Department* as instructed by the *Director*. All costs incurred by the *City* for corrections, repairs, and replacements including administrative and process costs, shall be billed to the person or persons responsible for the *damages*. Should the *City* choose not to replace *damaged plants*, the person or persons responsible for said *damage* shall be billed for the value of the *plants* as determined in accordance with the latest revision of the Guide for Plant Appraisal (issued by the Council of Tree and Landscape Appraisers) and/or cost estimates for repairs/replacement, including all administrative costs.

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**28.17.00 Procedure for Ordering Action on Violations of Tree and Plant Ordinance**

When the *Director* shall find it necessary to order the trimming, preservation, spraying or removal of *plants* on private property or in *public spaces*, as authorized by this ordinance he shall serve a written order on the property owner in which the necessary corrections and time limits are listed.

28.17.01 Such order required herein shall be served in one of the following manners:

- a. By making personal delivery of the order to the property owner.
- b. By leaving the order with some person of suitable age and discretion upon the premises.
- c. By mailing a copy of the order to the last known address of the owner of the property by registered mail.
- d. By affixing a copy of the order to the door at the entrance to the premises in violation.
- e. By publishing the order in a local paper once a week for three (3) successive

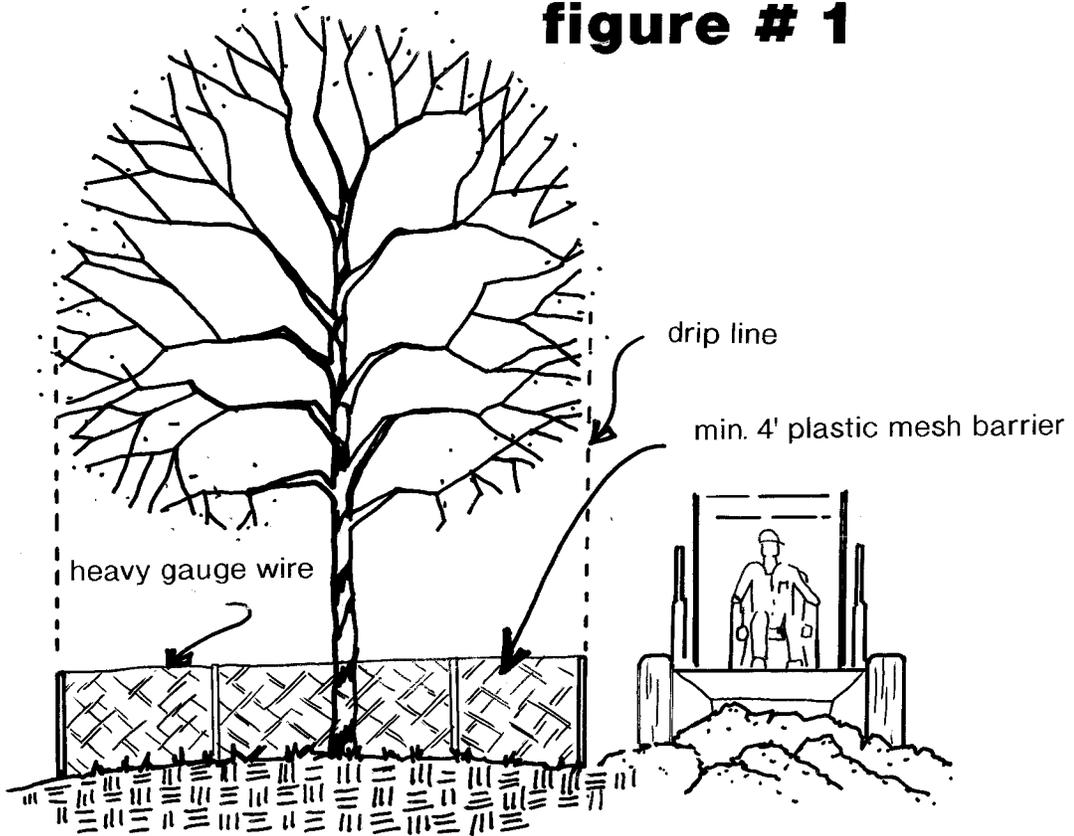
## Chapter 28 - Tree Regulations

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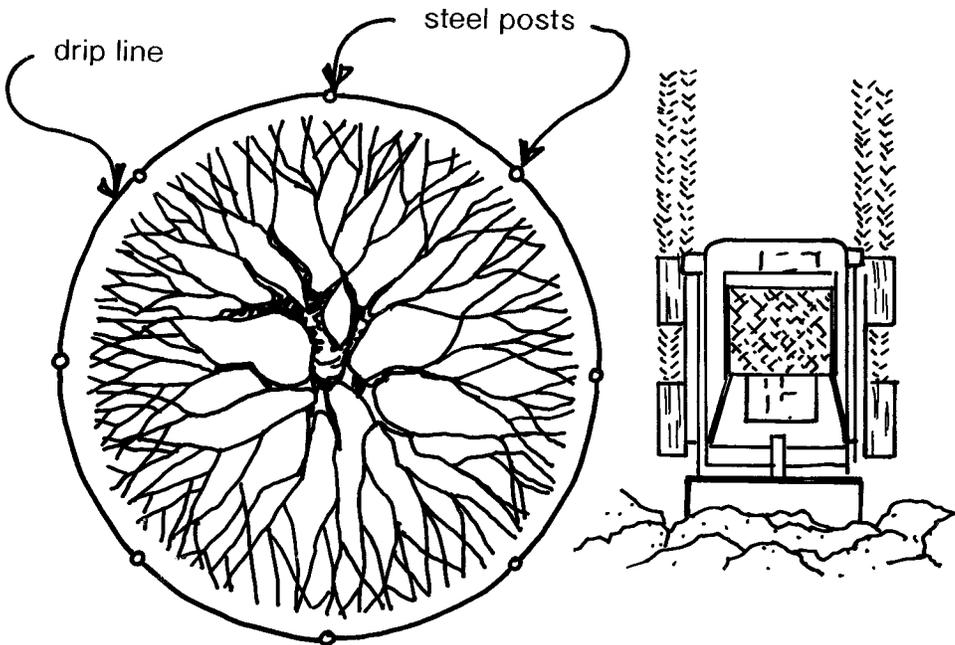
weeks.

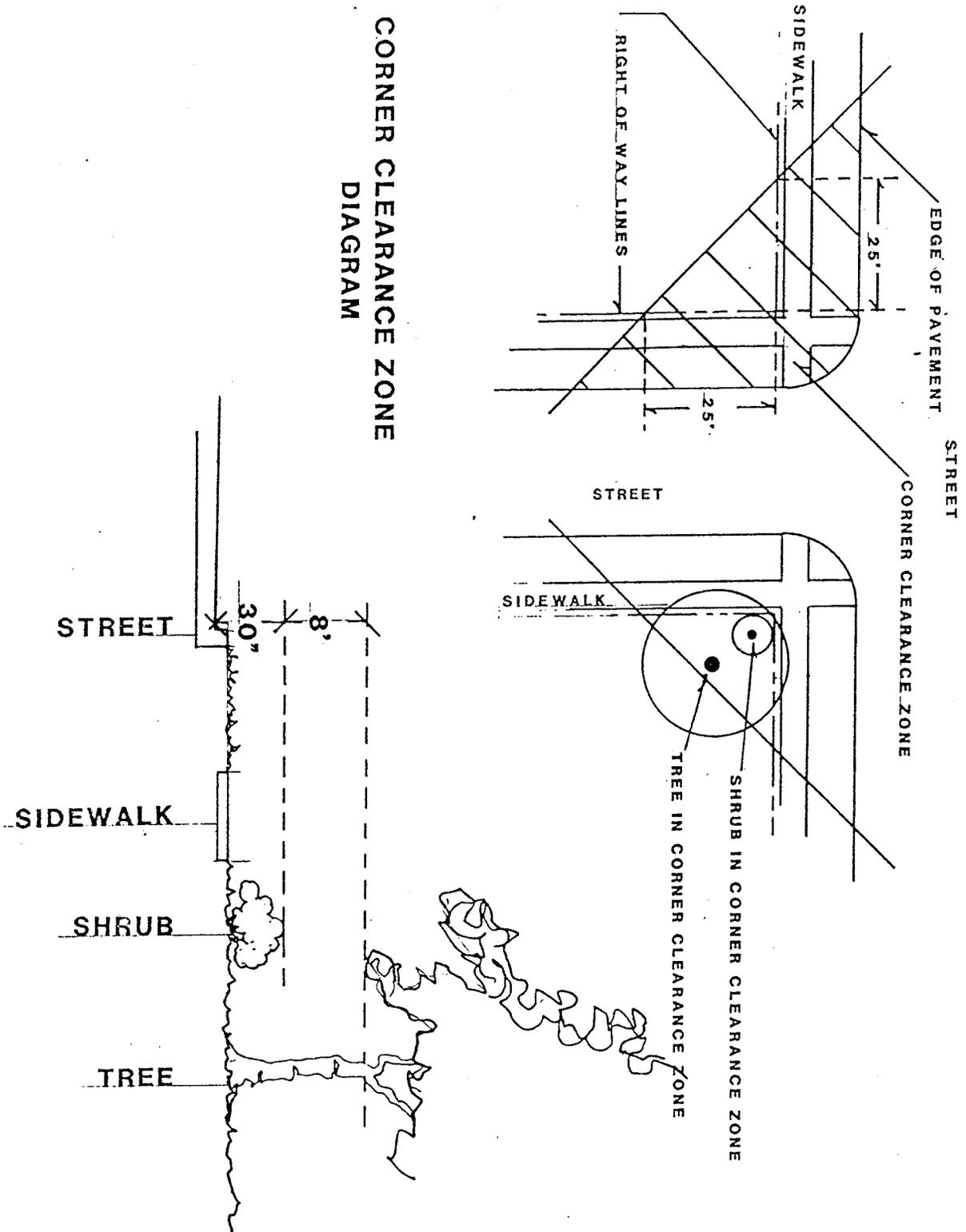
- 28.17.02 **Time for Compliance** - Such order shall set forth a time limit for compliance dependent upon the hazard and danger created by the violation. In no case shall the time limit be less than ten (10) business days, except in case of an *emergency* or an *imminent danger*, nor more than thirty (30) calendar days. In case of *emergency* or *imminent danger* the *City* shall eliminate or lessen the hazard and assess the costs to the owner as provided in Section 28.14.11 of this ordinance.
- 28.17.03 **Notice of Compliance** - Cited individual shall send a notice of compliance within five (5) days of completion of work to the *Director* for her/his inspection of completed work.
- 28.17.04 **Appeal from Order** - A person to whom such an order is directed shall have the right, within forty-eight (48) hours of service of such order, to appeal to the *City* Manager, of the *City* of Troy who shall review such order within five (5) business days and file her/his decision with the *City* Clerk with a copy to the *Director* of Parks and Recreation and to the appellant which shall be served in any of the methods provided in sec. # 28.17.01; unless the order is revoked or modified it shall remain in full force and shall be obeyed by the person to whom it is directed. No person to whom the order is directed shall fail to comply with such order within ten (10) business days or such additional time as prescribed in the order after an appeal shall have been determined. In the case of *imminent danger*, as described above, the *Director* shall have the authority to require compliance immediately upon service of the order which expressly dictates that the matter is of *imminent danger*.
- 28.17.05 **Failure to Comply** - When a person to whom an order is directed shall fail to comply within the specified time, or in the specified manner, the *Director* shall remedy the conditions or contract with others for the purpose and charge the costs thereof to the person to whom the order is directed. The person remedying the condition under a contract made with the *City* shall be authorized to enter the property for that purpose.
- 28.17.06 **Lien Against Property** - If the cost of remedying a condition is not paid within thirty (30) days after receipt of a statement from the *City*, such cost shall be levied against the property upon which said hazard exists or existed. Levying of such cost shall be certified by the *Director* to the *City* Treasurer and shall become a lien upon such property, and shall be included in the next tax bill rendered to the owner or owners unless paid before, and shall be collected in the same manner as other taxes against such property.

**figure # 1**



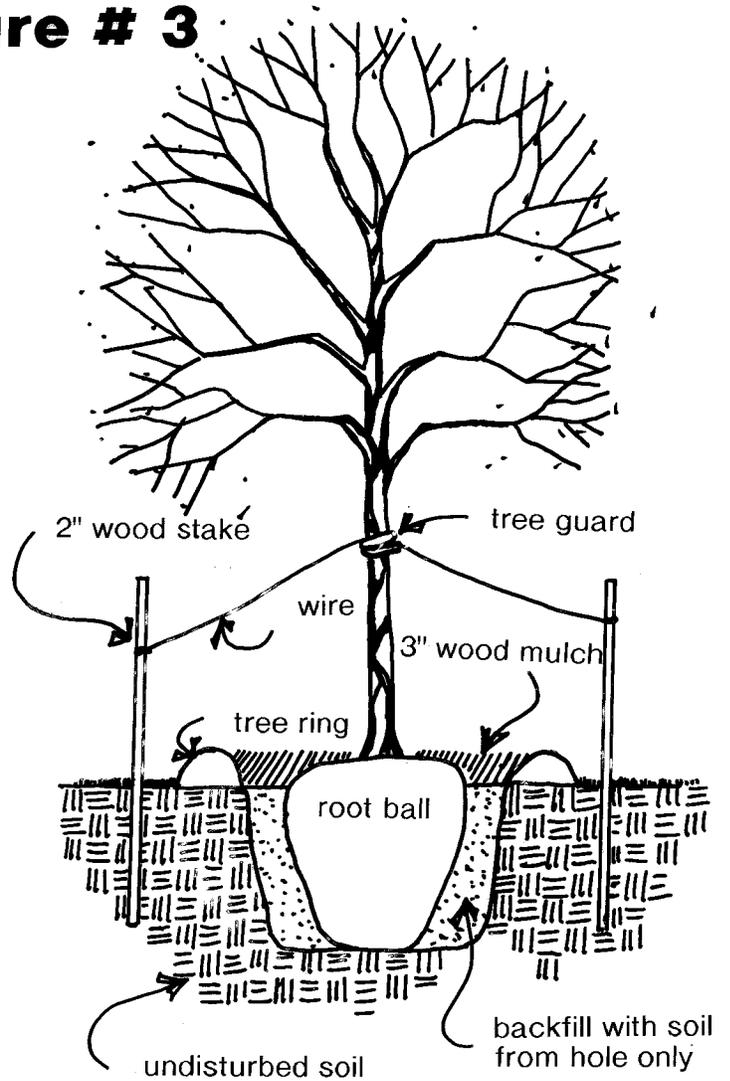
**Tree Protection Area study**



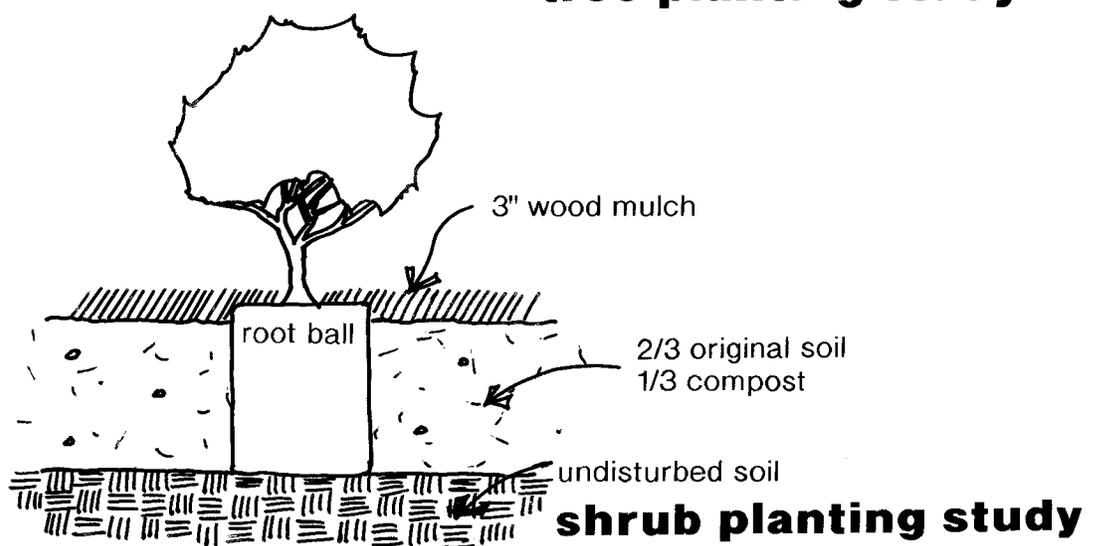


**figure # 2**

**figure # 3**

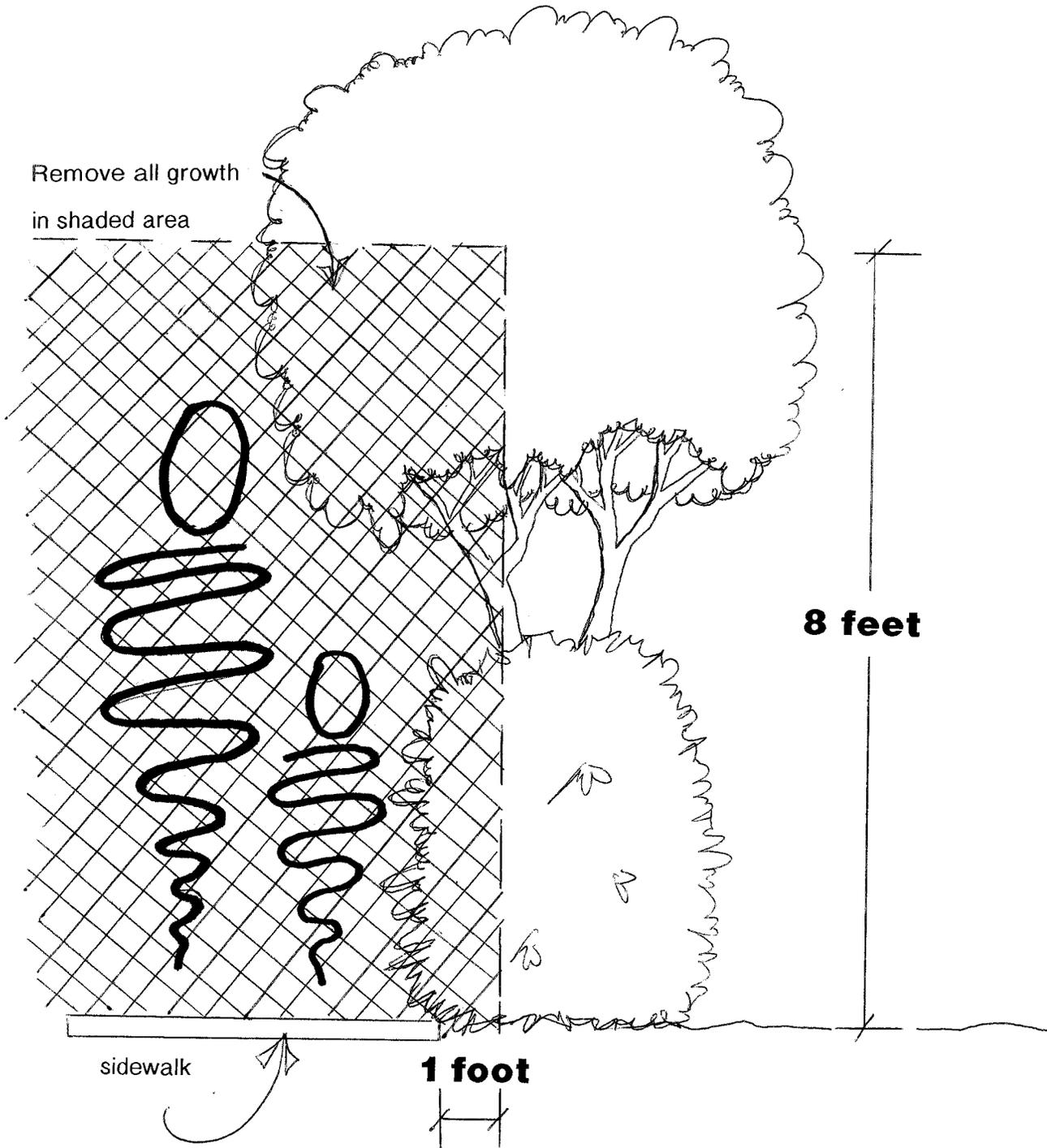


**tree planting study**



**shrub planting study**

**figure # 4**



**Area to be cleared.**

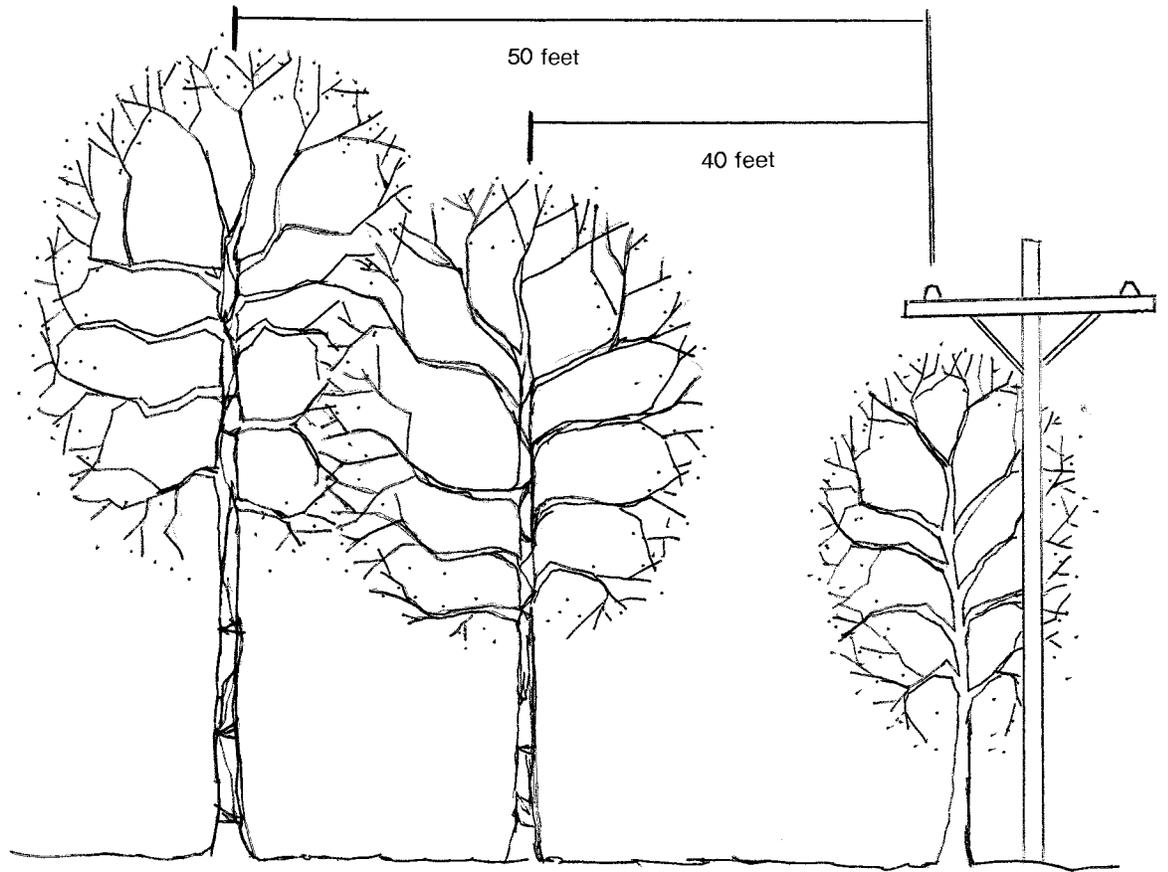


figure # 5



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## **Landscape Design and Tree Preservation Standards**

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Adopted 09/15/75  
Revised 01/13/77  
Revised 11/03/86  
Revised 03/16/87  
Revised 02/12/96  
Revised 03-13-06

Changes as of 3-13-06

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Reviewing Agency:

**City of Troy  
Parks and Recreation Department**

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## Table of Content

Sec #	Title	Page #
	<b><i>Tree Preservation /Landscape Submittal /Approval Process Outline</i></b>	<b>3</b>
LD 1.00.00	<b><i>Introduction</i></b>	<b>4</b>
LD 2.00.00	<b><i>Circumstances for Variations</i></b>	<b>4</b>
LD 3.00.00	<b><i>Request for Variance</i></b>	<b>4</b>
LD 4.00.00	<b><i>Federal and State Standards</i></b>	<b>5</b>
LD 5.00.00	<b><i>Request for Waiver of Tree Preservation Standards</i></b>	<b>5</b>
LD 6.00.00	<b><i>Preliminary Tree Preservation Plan - General Requirements</i></b>	<b>5</b>
LD 7.00.00	<b><i>Final Tree Preservation / Landscape Plan - General Requirements</i></b>	<b>5</b>
LD 8.00.00	<b><i>Tree Preservation Options</i></b>	<b>6</b>
LD 9.00.00	<b><i>Preliminary Tree Preservation Plans – Specific Requirements</i></b>	<b>7</b>
LD 10.00.00	<b><i>Final Tree Preservation / Landscape Plan - Specific Requirements</i></b>	<b>8</b>
LD 11.00.00	<b><i>Construction Drawings</i></b>	<b>9</b>
LD 12.00.00	<b><i>Landscape Planting Specifications</i></b>	<b>9</b>
LD 13.00.00	<b><i>Cost Estimate - Landscaping</i></b>	<b>9</b>
LD 14.00.00	<b><i>Submittal Requirements</i></b>	<b>9</b>
LD 15.00.00	<b><i>The Reviewing Body</i></b>	<b>9</b>
LD 16.00.00	<b><i>Submission for Review</i></b>	<b>9</b>
LD 17.00.00	<b><i>Changes in Landscape Plan Resulting from Review Process</i></b>	<b>10</b>
LD 18.00.00	<b><i>Tree Preservation / Landscape Plan Review Fee</i></b>	<b>10</b>
LD 19.00.00	<b><i>Landscape Deposits</i></b>	<b>10</b>
LD 20.00.00	<b><i>Tree removals Prior to Final Site Approval</i></b>	<b>11</b>
LD 21.00.00	<b><i>Violation of Tree Preservation Plan</i></b>	<b>12</b>
LD 22.00.00	<b><i>Landscape Installation</i></b>	<b>12</b>
LD 23.00.00	<b><i>Tree and Plant Protection</i></b>	<b>12</b>
LD 24.00.00	<b><i>Inspection Schedule</i></b>	<b>13</b>
LD 25.00.00	<b><i>Initial Site Inspection</i></b>	<b>13</b>
LD 26.00.00	<b><i>First Implementation Inspection</i></b>	<b>13</b>
LD 27.00.00	<b><i>Final Implementation Inspection</i></b>	<b>13</b>
LD 28.00.00	<b><i>Maintenance Inspection (final)</i></b>	<b>14</b>
LD 29.00.00	<b><i>Landscape Contractor Qualifications</i></b>	<b>14</b>
LD 30.00.00	<b><i>Landscape Contractor Responsibilities</i></b>	<b>14</b>
LD 31.00.00	<b><i>Tree Appraiser Qualifications</i></b>	<b>15</b>
LD 32.00.00	<b><i>Tree Appraiser Responsibilities</i></b>	<b>15</b>
LD 33.00.00	<b><i>Plant Material Requirements</i></b>	<b>15</b>
LD 34.00.00	<b><i>Other Requirements Placed on Plant Materials</i></b>	<b>18</b>
LD 35.00.00	<b><i>Prohibited Plant Materials</i></b>	<b>19</b>
LD 36.00.00	<b><i>Site Preparation Prior to Planting</i></b>	<b>19</b>
LD 37.00.00	<b><i>Landscape Designer Qualifications</i></b>	<b>20</b>
	<b><i>Landscaping as Required by Troy City Code</i></b>	<b>22</b>

## Tree Preservation / Landscape Submittal / Approval Process Outline



### Preliminary Site Plan Approval

1. Developer submits three (3) copies of **Preliminary** Tree Preservation plan (**PTPP**)(LD6.00.00, LD9.00.00) to Parks and Recreation (P&R) or submits written request for variance (LD3.00.00) or Waiver of Tree Preservation Standards (LD5.00.00).
2. P&R reviews **PTPP** or request for waiver and validates the survey.
3. P&R comments, if any, will be forwarded to Planning & Building Departments.
4. Developer resubmits three (3) copies of revised **PTPP** plan based on P&R comments. If no comments go to #5.
5. P&R approves PTPP and signs off on preliminary sign off sheet.

### Final Tree Preservation / Landscape Plan Approval

6. Developer submits three (3) copies of the **Final** Tree Preservation / Landscape Plan (**FTPLP**)(LD7.00.00, LD10.00.00), Construction Drawings (LD11.00.00), planting specifications (LD12.00.00) and line item cost estimates (commercial only) (LD13.00.00) to P&R.
7. P&R comments, if any, will be forwarded to Planning and Building Departments.
8. Developer resubmits three (3) copies of revised **FTPLP**. If no comments go to #9.
9. For commercial properties, P&R sets and collects Review fees (LD18.00.00) and Landscape Deposits (LD19.00.00). For sub-divisions, required landscape deposits are collected by the Engineering and/or Planning Department.
10. P&R signs off on Final project sheet.

### Work Begins

11. P&R advised twenty-four (24) hours prior to tree clearing operation (LD20.02.00).
12. P&R monitors tree removal
13. P&R advised twenty-four (24) hours prior to landscaping operations (LD22.00.00)
14. P&R monitors installation of landscape.

### Landscape Inspections called

#### **15. Commercial Properties**

- a. Developer calls for First Implementation Inspection (**FII**)(LD26.00.00).
- b. P&R comments based on **FII** forwarded to Building Department. If no comments **FII** shall be considered the Final Implementation Inspection.
- c. Developer calls for Final Implementation Inspection (LD27.00.00)
- d. P&R forwards comments to Building Department, if necessary, based on inspection.
- e. P&R approves implementation and releases Implementation Deposit, collects Maintenance Deposit (LD19.00.02) and advises Building Department that P&R approves issuance of Certificate of Occupancy.
- f. Minimum of twelve (12) months, maximum of thirty-six (36) months later, Developer calls for Maintenance Inspection (LD28.00.00). **Deposit is forfeited after 36 months.**
- g. P&R forwards comments based on Maintenance Inspection to Developer.
- h. Developer calls for re-inspections.
- i. If P&R approves Landscape, Maintenance Deposit is refunded.

#### **16. Subdivisions**

- a. Developer calls for **FII** (LD26.00.00).
- b. P&R comments based on **FII** forwarded to Developer. If no comments **FII** shall be considered the Final Implementation Inspection.
- c. After implementation of City comments, Developer calls for Final Implementation Inspection (LD27.00.00)
- d. P&R forwards comments to Developer, if necessary, based on inspection.
- e. P&R approves implementation and authorizes release of 90% appropriate landscape deposits. Note, subdivision guaranteed see 34.00.00i



# Landscaping Design and Tree Preservation Standards

**LD1.00.00 Introduction** - It is the intent of the City Code Chapter 28, and Chapter 39, Section 12.60.01; 11.50.05; 12.60.02; 13.60.00; 15.60.00; 16.60.00; 17.60.00; 39.30.01-07; 10.30.03 (C); 18.30.03 (B); 10.30.01 (E); 22.30.01 (B); 24.30.06 (B) and Chapter 41, Sections (E) and (F) to obtain an environment which is responsive to human needs, socially positive, economically viable and environmentally satisfying. Additionally these standards promote reasonable preservation and replenishment of landscaping in developments, commercial properties and municipal grounds by providing guidelines for protection of plants during construction, development and redevelopment.

The reviewing agency for these standards is the City of Troy Parks and Recreation Department (248-524-3484).

These Standards apply to any person or persons developing a subdivision or commercial property, and to individuals purchasing developed or undeveloped commercial property and/or developed or undeveloped residential property. Previously owned and occupied houses are exempt.

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**LD2.00.00 Circumstances for Variations** - These Standards are not intended to be arbitrary or inhibiting to creative solutions. Project conditions may justify modifications of these standards when conditions arise where full compliance is impossible or under circumstances where achievement of the City's objectives can be better obtained through modified requirements. Therefore, in specific cases, variation from the requirements may be permitted by the Director of Parks and Recreation when this variation more fully achieves the objective contained herein and when one or more of the following conditions justify the variance:

- LD2.01.00** Topography, soil, or other site conditions are such that full compliance is impossible.
- LD2.02.00** Improved environmental quality, and/or utility would result from the variance.
- LD2.03.00** Alternate methods, materials or equipment may be used when their use would more closely fulfill the intended objectives of these standards.
- LD2.04.00** Lack of existing native vegetation within the limits of the property.

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**LD3.00.00 Request for Variance**

A request for variance must be submitted to the Director of Parks and Recreation in writing at the beginning of the review procedure, describe completely the rationale for the variance request.

**LD3.01.00 Special Conditions** - Because of various conditions in a specific project, the Director of Parks and Recreation may require compliance with standards other than those contained herein, in order to obtain those characteristics of viability,

utility, service, public safety, and low maintenance expense, while satisfying its objectives and to ensure continued market acceptance of the project.

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**LD4.00.00 Federal and State Standards** -It should be noted that where Federal and/or State Standards pertain, the higher standard shall govern. An example of a possible higher standard would be the Federal Government's Endangered Species Act.

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**LD5.00.00 Request for Waiver of Tree Preservation Standards** - If there are no trees on the site, the Developer may request relief from conforming to the tree preservation portion of these standards by requesting a waiver. Written requests should be directed to the Parks and Recreation Department. City staff will evaluate the waiver request and the Developer will be advised of the findings.

---

**LD6.00.00 Preliminary Tree Preservation Plan – General Requirements.** The preliminary tree preservation plans shall conform to this format. Three (3) copies shall be provided to the Department of Parks and Recreation, at the time of each submittal.

**LD6.01.00 Title block shall include:**

- a. Project name, address (if currently assigned) and Sid well numbers
- b. Project location map with a scale of 1" = 200'
- c. Name of the Developer, address, phone and fax number
- d. Name or Project Engineering Firm, address, phone and fax number
- e. Name, address, phone and fax number of Landscape Architect, Designer and/or Tree Appraiser
- f. Zoning Classification of the project

**LD6.02.00 Information to be included on all other sheets**

- a. Number
- b. Scale
- c. North Arrow (except on detail sheet)
- d. Title
- e. Legend
- f. Property Lines
- g. All structures existing on the site
- h. Proposed and existing easements, utilities, rights-of-ways and building envelopes.
- i. Adjacent land use
- j. Label existing topographic contours on preliminary plans
- k. Attach relevant sections of Consent Judgment if applicable.
- l. See LD9.00.00 for additional required information

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**LD7.00.00 Final Tree Preservation / Landscape Plan - General Requirement** The Final Tree Preservation and Landscape plans shall conform to this format. Three (3) copies shall be provided to the Department of Parks and Recreation, at the time of each submittal.

**LD7.01.00 Title block shall include:**

- a. Project name, address (if currently assigned) and Sid well numbers

- b. Project location map with a scale of 1" = 200'
- c. Name of the Developer, address phone and fax number
- d. Name or Project Engineering Firm, Landscape Architect/Designer, addresses, phone and fax numbers.
- e. Zoning classification of the project

**LD7.02.00 Information to be included on all other sheets**

- a. Number
- b. Scale - commercial/individual lots min. 1" = 30', max. 1" = 5' Subdivisions min. 1" = 100'
- c. North arrow (except on detail sheet)
- d. Title
- e. Legend
- f. Property lines
- g. Structures to remain or to be built on the site
- h. Proposed and existing easements, utilities, rights-of-ways and building envelopes.
- i. Adjacent land use
- j. Label existing topographic contours on preliminary plans
- k. Label existing and proposed topographic contour lines on final plans.
- l. Location and number code of preserved trees (see also 8.02.04)
- m. Location of reforested trees – must be called out.
- n. Plant list indicating quantity, botanical name, size, condition (bare root, container/size, B&B, etc.),
- o. Planting specifications
- p. Attach relevant sections of Consent Judgment if applicable.

**LD8.00.00** Tree Preservation Options - Developer shall use one of the following options or a combination thereof:

**LD8.01.00** Preservation of 30% of **total site DBH inches**. (see LD8.04.00)

**LD8.01.01** **Total site DBH inches** shall be the total number of DBH (diameter at breast height) inches existing on the site for all trees four (4) inches DBH and up.

**LD8.02.00** Replacement of 30% of total site DBH (see LD8.01.01) with new plantings (A.K.A. Reforestation Plantings) at a rate of one (1) DBH inch = one and one half (1 ½") caliper inches. (see LD 8.05.00)

**LD8.03.00** Should the site be unable to accommodate all or part of the required Reforestation Plantings, upon approval by the City, the Developer may pay into the City's Tree Fund at a rate of one (1) DBH inch = two (2) caliper inches, multiplied by the Tree Reforestation Dollar Value (TRDV) (see LD8.01.04) as set annually by the City.

- a. Example - 1000 Total Site DBH inches X 2 X TRDV = amount to be paid into City Tree Fund.

**LD8.03.01** 2006 Tree Reforestation Dollar Value (TRDV) = \$114.00

**LD8.04.00** **Trees Preserved** - If the Developer chooses to preserve existing trees, tree selection shall be based on the following:

**LD8.04.01** Trees to be considered preserved shall be within the size range of four (4) inches DBH and up.

**LD8.04.02** Preserved trees shall not be on the City's prohibited species list. Trees on the prohibited species list can be maintained but will not be considered preserved trees.

- LD8.04.03 Any tree that is endangered or threatened, or is a species of special concern as listed on the Federal Inventory List or Michigan Natural Features Inventory List (MNFI), which is maintained by the Michigan Natural Heritage Program and/or the Michigan Land Conservancy shall be preserved.
- LD8.04.04 Any tree of a unique nature, size, or type that by its presence enhances the quality of the overall landscape design. These trees shall be called out on the Preliminary Tree Preservation Plan and Final Tree Preservation / Landscape Plan. The City reserves the right to remove these trees from the list of preserved trees.
- LD8.04.05 Trees to be preserved shall be in good to fair condition at the time of development.
- LD8.04.06 At the City's discretion, any tree can be removed from the proposed list of preserved trees.
- LD8.05.00 Reforestation Plantings**  
Reforestation Plants shall conform to the following:
- LD8.05.01 Size -
- a. Deciduous shade - minimum of 2 ½" caliper
  - b. Deciduous flowering – minimum 1 ½" caliper
  - c. Coniferous – minimum of 8 feet tall
- LD8.05.02 Deciduous tree varieties shall be selected from the City's Recommended Deciduous Trees for Troy list. Proposed tree varieties not found on the City's list must be approved by the City
- LD8.05.03 Front, back and side yards are the primary planting locations.
- LD8.05.04 If the Developer proves to the City's satisfaction that the required number of trees cannot be located in these areas, the City reserves the option of assigning additional planting sites within the project boundaries.
- LD8.05.05 Reforestation trees shall be a minimum of thirty (30) feet away from the right-of-way.
- LD8.05.06 Reforestation trees shall not be planted in easements.
- LD8.05.07 In areas with above ground utility lines, trees with a matured height of more than twenty (20) feet shall not be planted within fifteen (15) feet of the utility poles. (see City Ordinance 28.15.06)
- LD8.05.08 Reforestation trees shall not be incorporated into any green belts, non-access green belts, detention ponds, street planting, medians, cul-de-sac planting or any other landscaping required by the Developmental Standards without City approval. If approved (see LD8.03.04) the trees will be used to augment not replace required landscaping.
- 
- LD9.00.00 Preliminary Tree Preservation Plans – Specific Requirements**  
Preliminary Tree Preservation plans shall be submitted to the Director of Parks and Recreation when making the submittal to the Planning and or Building Department for Preliminary Site plan review for a building project or when the Preliminary plan for a subdivision is submitted for review.
- LD9.01.00** Plan shall include:
- a. All information listed in LD6.00.00
  - b. Location of all trees four (4) inches DBH and larger within the projects property lines and all trees on adjoining properties that have drip lines

- extending onto the site, shall be located on Preliminary Tree Preservation plan. Each tree shall be number coded.
- c. Table of trees shall be created indicating tree number code, DBH, species (maple, elm, spruce, etc.) and condition (good, fair, poor)
  - d. Total site DBH for all trees four (4) inch and greater shall be included with above listed table.
  - e. Copies of relevant sections of Consent Judgment if applicable.
- 

**LD10.00.00 Final Tree Preservation / Landscape Plan Specific Requirements**

It is the intent of the Final Tree Preservation / Landscape plan to indicate location of preserved and/or reforested trees and show their relationship to the projects overall landscaping. Additionally, this plan will delineate all required and/or proposed landscaping

**LD10.01.00** Final Tree Preservation/Landscape plan shall include the following:

- a. Base sheet information, as indicated in LD7.00.00.
- b. Location of trees to be preserved as per these standards and/or locations of reforestation plantings.
- c. Plant list. The plant list can be printed on the plan or can be typed and attached to each of three (3) sets of plans submitted for review. Plant list shall include:
  - 1. Botanical name
  - 2. Common name
  - 3. Plant size
  - 4. Number of each plant variety used
  - 5. Condition
    - a. Balled and burlapped
    - b. Bare root
    - c. Potted
    - d. Container grown

LD10.01.01 All plants shall be identified with the proper botanical name. This requirement does not preclude the use of a key system method of identifying plant materials on the plan.

LD10.01.02 Planting details shall be provided for each plant group to be installed on the site (shade/flowering trees, shrubs, evergreens, perennials, ground covers, annuals, etc.)

LD10.01.03 The City reserves to right to reject any proposed plant materials or proposed planting locations.

LD10.01.04 A break down of the Tree Preservation option(s) used and shall also indicate:

- a. Option(s) used
- b. Total Site DBH inches (see LD8.01.01)
- c. Number and size of trees preserved, or replanted, or amount to be paid into City Tree Fund
- d. Show calculations for all options used
- e. Construction drawings (11.00.00), landscape planting specifications (12.00.00) and cost estimates (13.00.00) shall be submitted at the same time as Final Tree Preservation / Landscape Plan.

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LD11.00.00 Construction Drawings - All construction (engineering) drawings and specifications shall conform to the City of Troy Development Design Standards and the Landscape Design and Tree Preservation Standards.

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LD12.00.00 Landscape Planting Specifications - The Developer is required to provide a copy of the landscape planting specifications that will be employed during the implementation of the project. If these specifications are found to be insufficient, the proper changes are required to be made before the landscape plans will be approved.

---

LD13.00.00 Cost Estimate - Landscaping (**commercial only**) – An itemized estimate covering the costs of all landscaping (hardscape and softscape) scheduled for the project shall be submitted with all landscape plans. The cost estimate shall be in the form of a line item cost break out. A single total cost for the project is not acceptable. Irrigation shall not be included in the cost estimates.

---

LD14.00.00 Submittal Requirements - It is the intent of the Landscape Design Standards to inform the Developer of submittal requirements, review procedures, fees and inspections and guarantees. It should be noted that strict adherence to the procedures outlined herein will ensure expeditious processing of plans and thereby minimize the need for project modifications.

---

LD15.00.00 The Reviewing Body - The Tree Preservation Plans, Landscape Plans, cost estimates, construction drawings, details, and specifications will be reviewed by the Director of Parks and Recreation or her/his designated agent.

LD15.01.00 All submitted drawings, and supporting documentation shall be reviewed for:

- a. Conformity to all current City Ordinances and Standards.
  - b. Aesthetic quality.
  - c. Appropriate selection and use of all plants.
  - d. Due to the unique natural of each site, no one set of ordinances or standards can cover all contingencies. The City reserves the right to critic any aspect of the proposed design. The Designer/Developer shall resolve any issues brought to their attention by the City.
- 

LD16.00.00 Submission for Review

It is required that all landscape data be submitted, reviewed and approved before any Building permit / Final Site Approval can be issued. No tree regardless of size, shall be removed until the Final Site Approval is issued (see 28.06.05).

**LD16.01.00** Three (3) copies of required plans, planting specifications (statements that outline the procedures that will be used to install all plant materials and other landscape elements) and itemized cost estimates will be submitted to the Parks and Recreation Department.

**LD16.02.00** On-site changes of an approved landscape plan may be made using the following:

- a. The City of Troy must approve all changes.
- b. Prior to any deviation from the accepted plan, the City of Troy must be contacted and asked for an evaluation of the proposed change.

- c. In projects where deviation from the accepted landscape plan has been approved, the Developer shall forward as-built drawings to the City of Troy prior to the implementation inspection.
- d. Any changes made to the required plans, specifications, details, and/or cost estimates after the issuance of Final Site Approval could delay the issuance of the Final Certification of Occupancy, and release of the Implementation and/or Maintenance Deposits.

---

**LD17.00.00** Changes in a Landscape Plan Resulting from Review Process - Any changes required by the reviewing body must be included in three (3) complete sets of revised plans to be submitted to Parks and Recreation, along with the revised specifications and cost estimates.

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**LD18.00.00** Tree Preservation / Landscape Plan Review Fee

The Tree Preservation / Landscape Plan Review Fee is based on the total (gross) acreage of the project. Final Site approval will not be issued until this fee is paid. The non-refundable fee will be charged at the rate of:

- a. Less than five acres - \$400.00
- b. Five acres or more - \$50.00 per acre with a minimum charge of \$400.00

**LD18.01.00** Tree Preservation / Landscape Plan Penalty Review fee:

- a. Less than five acre - \$800.00
  - b. Five acres or more - \$100.00 per acre with a minimum charge of \$800.00
- 

**LD19.00.00** Landscape Deposits

Landscape Deposits listed in this section are for all sites other than sub-division developments. Final Site approval will not be issued until this deposit is made.

**LD19.01.00** **Implementation Deposit** – After the Final Tree Preservation / Landscape Plans, planting specifications and cost estimates have been approved, and prior to the issuance of Final Site Approval, the Developer shall post with the City of Troy an Irrevocable Bank Letter of Credit and/or cash deposit that will serve as the Implementation Deposit.

**LD19.01.01** The amount of Implementation Deposit shall be determined by the Parks and Recreation Department based on the following percentages:

- a. Forty-five (45) percent of the total project's landscaping costs of \$3999.99 or less
- b. Twenty-five (25) percent of the total project's landscaping cost of \$4000.00 or more.

**LD19.01.02** **No inspections shall be made if Bank Letter of Credit has expired.**

**LD19.02.00** **Maintenance Deposit** – Once the Final Tree Preservation / Landscape plan has been fully implemented and the implementation has been approved by the City of Troy (LD27.00.00), the City of Troy shall release the Landscape Deposit less the *Maintenance Deposit*. Twenty (20) percent of the total estimate or \$1000.00 (whichever is greater) shall be posted as a Maintenance Deposit with the Parks and Recreation Department prior to the issuance of the final Certification of Occupancy. The Property Owner/Developer is responsible for requesting all inspections

**LD19.02.01** Final inspection of the landscape for release of Maintenance Deposit

- may be called for one year after receiving implementation approval. The Property Owner/Developer is responsible for requesting all inspections
- LD19.02.02 The intent of this requirement is to ensure that all dead, dying, diseased and/or weakened plant materials found during the Final Maintenance Inspection shall be replaced with viable plant materials during the next acceptable planting season. Additionally, it ensures that the site has received proper landscape maintenance.
- LD19.02.03 The Irrevocable Bank Letter of Credit and/or cash deposit will be held for a minimum of one year. The Developer/Property Owner is responsible for requesting inspections. The Developer/Property Owner will be notified by the City of any replacements / repairs / corrections required. The replacements / repairs / corrections to the landscape shall be made within thirty days of notice unless approved by City.
- LD19.02.04 When the replacements / repairs / corrections have been made to the satisfaction of the City, the Bank Letter of Credit and/or cash deposit will be released, and a final project approval will be forwarded to the Building Department.
- LD19.02.05 Failure on the part of the Property Owner to comply with these standards may result in the forfeiture of either or both of the Irrevocable Letters of Credit and/or cash.
- LD19.02.06 Should it be found that the Bank Letter of Credit has expired before the City has performed the Final Implementation Inspection and approved the landscape, the amount of the appropriate deposit and all administrative costs, may (at the City's discretion) be levied against the property.
- a. Levying of such cost shall be certified by the Director of Parks and Recreation to the City of Troy Treasurer and shall become a lien upon such property, and shall be included in the next tax bill rendered to the Property Owner or Property Owners unless paid before and shall be collected in the same manner as other taxes against such property.
  - b. Of the monies collected in this manner only the original amount of the deposit is refundable and only after the maintenance inspection has been completed and the landscape receives final approval.
- LD19.03.00** Depositor shall forfeit the Maintenance Deposit if the Maintenance Inspection is not called for within three years of Final Implementation Inspection, or unless otherwise approved by the Director of Parks and Recreation.

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- LD20.00.00 Tree removals prior to Final Site Approval –  
No tree, regardless of size, shall be removed without Final Site Approval.
- LD20.01.00** Undergrowth may be removed at any time. However, if in the process of removing the undergrowth, soil is disturbed, all work shall cease until the City's Environmental Specialist clears the site for the continuation of work.
- LD20.02.00** The Parks and Recreation Department shall be notified twenty-four hours prior to the beginning of any type of clearing operation.

- 
- LD21.00.00 Violation of Tree Preservation plan

Performing any tree or *plant* removals in violation of the City Ordinance Chapter 28 (Tree and Plant Ordinance) and/or the “Tree Preservation and Landscape Design Standards” shall result in the following:

- a. Issue of “Stop Work Order”
- b. Cancellation of all currently held Tree Preservation and Landscape approvals.
- c. See City ordinance 28.16.02

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**LD22.00.00 Landscape Installation**

Prior to and during landscape installation:

**LD22.01.00** No landscape work shall take place without final site approval.

**LD22.02.00** The Parks and Recreation Department shall be notified of the proposed starting date twenty-four (24) hours before work on the project begins.

**LD22.03.00** Landscaping not conforming to approved drawing and specification shall result in the:

- a. Issuance of a “Stop Work Order”
- b. Cancellation of all currently held permits
- c. See LD18.00.03
- d. All changes in approved Final Tree Preservation / Landscape plans shall be approved in writing prior to implementation of changes.

**LD22.04.00** No temporary or final certificate of occupancy will be granted until these Standards are complied with fully.

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**LD23.00.00 Tree and Plant Protection**

Developer is required to:

**LD23.01.00** Adhere to the tree and plant protection measures as listed in Chapter 28 & 39 of City Code.

**LD23.02.00** If encroachment into a tree protection area occurs, resulting in irreparable damage to the trees or the area inside the tree protection area, a “Stop Work Order” will be issued and the Final Tree Preservation/Landscape plan shall be revised to indicate reforestation planting required compensating for tree loss/damage. (see City ordinance 28.16.02) All revised plans will have to be re-approved. (see LD18.01.00)

**LD23.03.00** Under no circumstance shall the Developer be relieved of the responsibility of compliance with the provisions of this Standard, City Ordinances and Developmental Standards.

**LD23.04.00 Pre-construction Tree Protection**

Prior to construction:

- a. All protective measures as outlined in this standard and City Ordinance 28.08.00 shall be in place before any site work will be permitted.
- b. Remove non-preserved trees. Cut rather than push over with dozers to protect roots of preserved trees.
- c. With City approval, the Developer may prune limbs in the way of improvements prior to construction.

**LD23.05.00 Construction Tree Protection**

During construction operations:

**LD23.05.01** Keep all construction activities out of “Tree Protection Area” (City Ordinance 28.02.23). NO storage of any type of materials, equipment, or any other activity will be allowed inside the Tree Protection Area.

***LD23.06.00 Post—Construction Tree Protection***

After all construction and the establishment of final grade:

- a. Remove all fences
- b. Prune any damaged trees
- c. Replace preserved trees that died during construction (see City Ordinance 28.16.02)

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**LD24.00.00 Inspection Schedule** - The intent of the following sections is to inform the Developer of the inspection schedule which will be employed by the City of Troy during the landscape construction period. This section also informs the Developer of what procedures must be employed in order to receive an inspection at the request time, and the scope of each inspection. Developer / Property Owner is responsible for requesting all inspections.

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**LD25.00.00 Initial Site Inspection** - When the Parks and Recreation Department receives any plans, a site inspection may be made to help the reviewer(s) determine if any problems areas can be found that may not be fully delineated on the plans. This will also help the reviewers realize the full impact of the proposed development on the local environment. The City of Troy will carry out this inspection.

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**LD26.00.00 First Implementation Inspection**  
After the Final Tree Preservation Landscape plan has been approved, review fee paid, landscape deposit posted, Final Site Approval issued, and the Parks and Recreation Department has been notified of installation schedule, the implementation of the Final Tree Preservation / Landscape plan can begin.

**LD26.01.00** During the implementation of landscape the City reserves the right to perform unscheduled inspections of the site, and all landscape materials.

**LD26.02.00** Developer shall be advised of any sub-standard plant materials, which shall be removed from the site.

**LD26.02.00** Developer shall be advised of any installation concerns. These concerns shall be corrected within the time frame given or a “Stop Work Order” will be issued.

**LD26.03.00** Failure to follow this procedure on the part of the Developer will result in a “Stop Work Order”.

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**LD27.00.00 Final Implementation Inspection**

The Developer/Property Owner will request a Final Implementation Inspection by the City of Troy at least five (5) working days prior to the proposed inspection date.

**LD27.01.00** When the project has been approved by the City of Troy, the Parks and Recreation Department shall forward to the City of Troy Building Department all approvals and upon receipt of Maintenance Deposit the City will release the Implementation Deposit.

**LD27.02.00** In cases where the City has not approved the project, the objections shall be outlined in writing and shall be forwarded to the Developer and Building Department. This notice will also stipulate the date and/or dates by which the required alterations will be completed.

**LD27.03.00** When a project has not been approved at the time of the Final Implementation Inspection, additional inspections will be made as the required alterations have

been completed. The Developer /Property Owner will contact the City of Troy at least twenty-four (24) hours prior to the proposed re-inspection date.

**LD27.04.00** The deposits will not be returned until the required corrections are complete.

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**LD28.00.00** Maintenance Inspection (Final)

This inspection will take place a minimum of twelve (12) months and a maximum of thirty-six (36) months after the last Implementation Inspection. The depositor forfeits the Landscape Maintenance Deposit after thirty-six (36) months. Developer/Property Owner is responsible for requesting all inspections.

**LD28.01.00** It is the responsibility of the Developer/Property Owner to contact the City of Troy and request all inspections. Requests shall be made at least five (5) working days before inspection date.

**LD28.02.00** All materials that do not pass this inspection will be listed in written form and forwarded to the Developer by the City of Troy. This notice will also stipulate the date by which all replacements will be completed.

**LD28.03.00** When a project has not been approved at the time of the Maintenance Inspection, additional inspections will be made when the required alterations have been completed. The date for this inspection can be established by contacting the City of Troy at least forty-eight (48) hours prior to the proposed inspection date.

**LD28.04.00** When the project has been approved by the City of Troy, the Maintenance Deposit shall be released.

**LD28.05.00** Failure on the part of the Developer to follow this procedure will result in the forfeiture of the Irrevocable Bank Letter of Credit and/or cash deposit.

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**LD29.00.00** Landscape Contractor Qualifications - The intent of this section of the Standards is to inform the Developer of what minimum qualifications a Tree Appraiser and/or Landscape Contractor must have prior to any landscape project coming under the control of these standards. Information as to the responsibilities of the Landscape Contractor other than the simple implementation of the landscape plans can be found in this section of these standards.

**LD29.01.00** The Landscape Contractor (person and/or firm responsible for the implementation of the approved landscape development plan) shall be licensed by the State of Michigan, Department of Agriculture Plant Industries Division to handle plant materials.

**LD29.02.00** The Landscape Contractor will be covered by a public liability property damage insurance policy.

**LD29.03.00** The Landscape Contractor shall conform to all Federal and State Labor Laws.

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**LD30.00.00** Landscape Contractor Responsibilities

The Landscape Contractor shall guarantee that all plants are true to botanical name, and that the quality and size meet the approved specifications.

**LD30.01.00** The Landscape Contractor shall fully guarantee that all plants are in a vigorous growing condition during and at the end of the guarantee periods. This guarantee period shall be minimum of one (1) year from the issuance of Final Implementation Inspection.

**LD30.02.00** Replacement plants and/or landscape materials other than plants shall be in accordance with the approved original specifications.

**LD30.03.00** The Contractor shall at all times keep the premises and public streets free from any excessive accumulation of soil and waste material or rubbish caused by his employees or work, and at the completion of the work, he shall remove all his waste, excessive material, rubbish and equipment so as to leave the premises neat and clean and ready for the purpose for which it was intended.

**LD30.04.00** The Landscape Contractor shall properly protect all existing structures and property on land abutting the project. This is to include, but not be limited to:

- a. Sidewalks
- b. Curbs
- c. Fences
- d. Buildings
- e. Lawns
- f. Trees
- g. Shrubbery
- h. Irrigation systems
- i. Lighting systems
- j. Ornamental structures

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**LD31.00.00** Tree Appraiser Qualifications –

The intent of this section of the Standards is to inform the Developer of what minimum qualifications a Tree Appraiser must have prior to a tree preservation project coming under the control of these standards. Information as the responsibilities of the Tree Appraiser other than the simple implementation of the landscape plans can be found in this section of these standards.

**LD31.01.00** A qualified Tree Appraiser shall have a minimum of two (2) years of college in the areas of Horticulture, Forestry, Urban Forestry, Landscape Architecture or related field or two (2) years experience at a supervisory level in one of these disciplines or related fields. The Parks and Recreation Department will review credentials upon request of the Developer.

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**LD32.00.00** Tree Appraiser Responsibilities

Shall be able to provide the necessary graphic and written reports as outlined in this standard.

**LD32.01.00** The Tree Appraiser shall be held accountable for the accuracy of all graphic and written submittals.

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**LD33.00.00** Plant Material Requirements - The intent of this section of the Landscape Design and Tree Preservation Standard is to inform the Developer of the minimum requirements placed on all plant materials used to implement those landscape requirements as called for by the City Code.

The following information includes the definitions of the seven (7) major plant groups that come under the control of these standards and the specific requirements placed on each plant group.

**LD33.01.00 Broadleaf Evergreens** - As the name implies, this group of plant materials have broad leaves, rather than needles, and retain their

foliage throughout the winter months. This plant group is a woody ornament having both low spreading varieties and shrub forms.

- a. Minimum required size for low spreading varieties of broadleaf evergreens is fifteen (15) to eighteen (18) inches in width.
- b. Minimum required size for shrub form broadleaf evergreens is eighteen (18) to twenty-four (24) inches in height.

**LD33.02.00 Coniferous Evergreens** - This group of plant materials maintains its foliage throughout the entire year in a green condition. These plants are woody ornamentals and for the most part, have very narrow leaves, often referred to as needles. It should be noted that coniferous evergreens have both spreading and upright varieties.

- a. Minimum required size for spreading coniferous evergreens is fifteen (15) to eighteen (18) inches in width.
- b. Minimum required size for upright coniferous evergreens is five (5) to six (6) feet in height.

**LD33.03.00 Deciduous Shrubs** - This group is made up of those woody ornamental plants with several self-supporting stems, which lose their foliage each autumn.

- a. Each plant will have a minimum of at least three (3) stems, at least eighteen (18) to twenty-four (24) inches long.
- b. This requirement does not preclude the possibility of using espaliered or topiary shrubs.

**LD33.04.00 Deciduous Shade and Small Flowering Trees** - These trees and shrubs are those woody ornamental; plant materials with one or more self-supporting stems or trunks with a usually well-defined branching network located near the distal end of the trunk. The foliage of this plant group is dropped each autumn, and is renewed in the spring of the year.

- a. The minimum heights and caliper requirements for shade trees are as follows:
  - 1. The minimum caliper - two (2) inches to two and one half (2½) inches.
  - 2. The minimum height - ten (10) feet.
- b. The minimum height and caliper requirements for small flowering trees are as follow:
  - 3. Minimum caliper - one and one-half (1½) to one and three-quarters (1¾) inches.
  - 4. Minimum height – five (5) feet.
- c. It should be noted that all caliper measurements will be taken at least six (6) inches above the graft (on grafted materials) and six (6) inches above root, shoot junction on all non-grafted materials.
- d. All height measurements will be taken from the soil line at the base of the tree to the end of the central leader.
- e. Minimum Soil Surface Areas – When planting trees in areas totally surrounded by impermeable surfacing (i.e. Concrete, pavers, asphalt

buildings, etc.), there shall be a minimum of thirty-six (36) square feet of exposed soil surface for each tree.

- f. All tree spacing in the landscape and setbacks from overhead utility lines shall conform to City Ordinance 28.15.06 & Figure #5 (see below) unless otherwise required (see Developmental Standards) or approved by the City.
- g. **All parking lots shall contain a minimum of one (1) tree for every 20 parking spaces.**

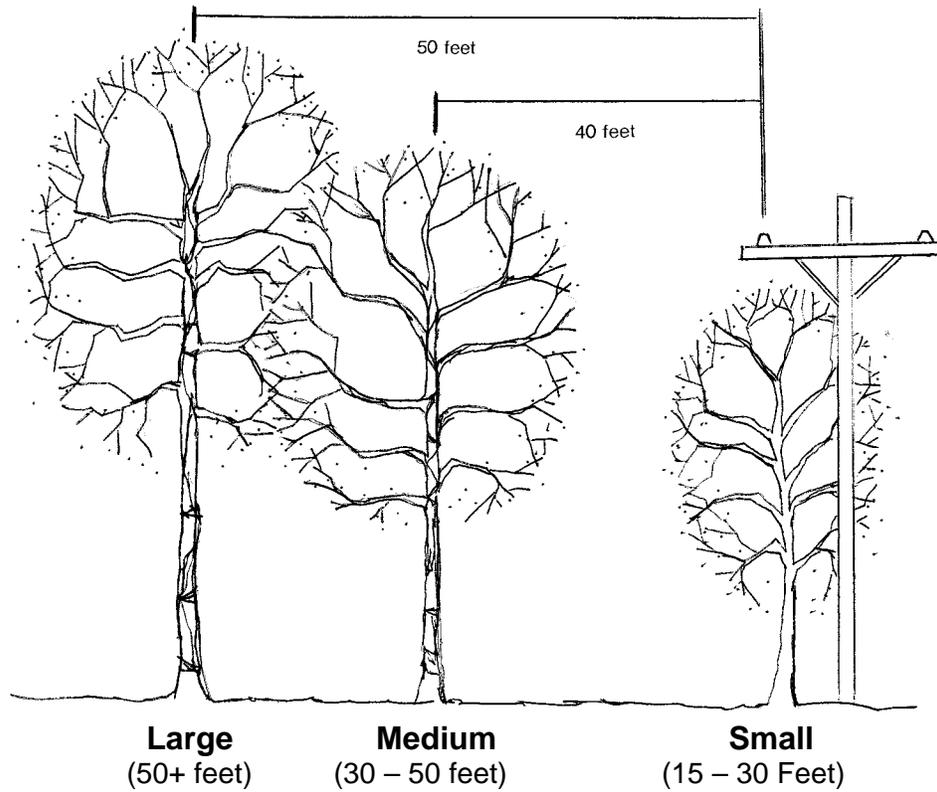


figure # 5

#### **LD33.05.00 Ground Covers**

- a. As a general requirement placed on all ground covers, no rooted cuttings shall be deemed as acceptable plant materials. All ground cover materials shall be at least one (1) year bedded stock.
- b. The following requirements shall govern those ground covers that spread over the desired area by the use of above ground runners:
  - 1. The minimum number of runners required per plant - three (3).
  - 2. The minimum required length of each runner - six (6) inches.
- c. Maximum spacing between plants at installation shall not exceed:
  - 1. 4" root ball and smaller - six (6) inches on center.
  - 2. 6" root ball - twelve (12) inches on center
  - 3. one gallon - twenty four (24) inches on center
- d. The following requirements shall govern those ground covers that spread over the desired area by the use of under ground runners:
  - 1. All plants shall be potted either four (4) or six (6) inch pots.
  - 2. All plants shall be well balanced and have a well-established root system.

**LD33.06.00 Perennials** – This group is made up of those herbaceous ornamental plants that generally dies down to the ground each fall, but re-grow from the root system for a minimum of three years.

- a. The following requirements shall govern perennial plants:
  1. All plants shall be potted in minimum six (6) inch pots
  2. All plants shall have a well-established root system.
- b. Spacing - If used in a mass planting the maximum spacing between plants shall not exceed:
  1. Plants with foliage height between one (1) and six (6) inches – twelve (12) inches on center.
  2. Plants with foliage height between seven (7) and twelve (12) inches – eighteen (18) inches on center.
  3. Plants with foliage height between thirteen (13) and twenty-four (24) inches – thirty (30) inches on center.
  4. Plants with foliage height between twenty-five (25) and thirty-six (36) inches – thirty-six (36) inches on center.
  5. Plants with foliage height greater than thirty-six (36) inches – forty-eight (48) inches on center

**LD33.07.00 Turf Grass** - Those herbaceous plant materials, which have a low spreading growth habit covering the soil surface often used in lieu of an ornamental ground cover, or an organic/inorganic material such as woodchips or stone.

- a. City's Development Design Standards shall govern turf grass installations.

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**LD34.00.00 Other Requirements Placed on Plant Materials** - The following information is a list of all other requirements placed on all plant materials used in the implementation of those landscape projects called for by City Code.

- a. All plant material shall conform in botanical name, dimensions, and quality of the "Horticultural Standards" adopted by the *American Association of Nurserymen*.
- b. All bare root plant material shall have a well-branched root system, characteristic of the species. The root system will meet the minimum standards for bare root nursery stock as set down by the *American Association of Nurserymen*.
- c. Balled and Burlapped plant material shall be balled with original soil, intact with the fibrous roots to insure maximum recovery after transplanting.
- d. Plants shall conform to the above standards when materials are balled and burlapped.
- e. Potted plants shall have sufficient root structures to ensure full recovery and development.
- f. Any plants existing on the site requiring relocation must be dug in accordance with the above stated standards.

- g. Nursery stock shall be vigorous, free from disease, insects, insect eggs, or larvae.
- h. All tree selections shall be made using the City's "Recommended Deciduous Trees" list unless otherwise approved.
- i. Substitution of materials included in an approved plan shall only be made with the consent of the City of Troy. The Property Owner/Developer may request an amendment verbally or in writing. Approval can be given verbally and followed up in writing. The Property Owner/Developer shall provide an as-built drawing indicating the changes prior to the request for the implementation inspection.
- j. All sub-division plantings shall be 100% guaranteed for one (1) year after the City releases relevant landscape deposits.

**LD35.00.00 Prohibited Plant Materials -**

*Plants* that shall not be planted by the general public and Developers within the *City* include the following species and all cultivars thereof:

- |                                |  |
|--------------------------------|--|
| a. Acer saccharinum            | - Silver Maple   |
| b. Acer negundo                | - Box Elder  |
| c. Acer platanoides            | - Norway maple   |
| d. Ailanthus altissima         | - Tree of Heaven   |
| e. Catalpa speciosa            | - Northern Catalpa   |
| f. Fraxinus spp.               | - Ash, all forms   |
| g. Paulownia tomentosa         | - Royal Empress Tree   |
| h. Populus spp.                | - Poplar / Cottonwood  |
| i. Pyrus calleryana 'Bradford' | - Bradford Pear  |
| j. Salix spp.                  | - Willow (excluding shrub forms)                               |
| k. Ulmus                       | - Elm (excluding cultivars of<br>U. parvifolia & U. americana) |

**LD35.01.00 Temporary Ban:**

At this time the City will not approve the following plants, and all cultivars thereof, for planting in the City of Troy:

- |  |               |
|--|---------------|
| a. Acer spp. (excluding Japanese forms)        | -Maple        |
| b. Betula spp.                                 | -Birch        |
| c. Gleditsia triacanthos                       | -Honeylocust  |
| d. Platanus occidentalis                       | -Sycamore     |
| e. Quercus spp.                                | -Oak          |
| f. Robinia pseudoacacia                        | -Black Locust |
| g. Sorbus aucuparia                            | -Mountain Ash |
| h. Tilia spp. (excluding tomentosa 'Sterling') | -Linden       |

**LD36.00.00 Site Preparation Prior to Plant and Irrigation Installation**

**LD36.01.00** No construction debris larger than one (1) inch in any dimension shall be found in the top twelve (12) inches of soil after completion of rough grading.

**LD36.02.00** No construction debris larger than six (6) inches in any dimension shall be found between twelve (12) inches and twenty-four (24) inches below the topsoil.

**LD36.03.00** Rough grades shall be established prior to soil fracturing.

**LD36.04.00** Developer shall submit drawings indicating areas to be fractured. City reserves the right to add or delete areas.

**LD36.05.00** Prior to the introduction of topsoil or soil improvers all designated areas not covered by hard surfaces, buildings, fences, etc. but excluding the tree protection area(s) and retention/detention ponds, shall be mechanically fractured to a minimum depth of eight (8) inches and re-graded to rough grades. Approved fracturing techniques include but shall not be limited to:

- a. Plow
- b. Hydro jet
- c. Till
- d. Drill-n-fill
- e. Compressed air treatments
- f. Hollow tine aerification

**LD36.06.00** To reduce the degree of difficulty during soil compaction mediation, the City encourages Developers/Contractors to limit and confine activities that will cause and/or increase soil compaction.

**LD36.07.00** Once the soils have been mechanically fractured, re-compaction of the soils shall be avoided. Should it be found that re-compaction or inadequate fracturing has occurred, the City shall designate those areas that shall be re-fractured.

**LD36.08.00** Should it be determined, by the City, that soil fracturing can not be done in all areas, then:

- a. Each location to receive a tree:
  1. Shall be radiate trenched. Eight (8) trenches shall radiate out from the tree planting hole, and shall measure a minimum of fifteen (15) feet long from center of hole, a minimum of thirty-six (36) inches deep, and a minimum of six (6) inches wide.
  2. 2/3 original soil, 1/3 decomposed organic matter shall be mixed and used as the trenching backfill.
- b. Each location to receive shrubs/perennials/etc. shall be excavated to a depth of twelve (12) inches and backfilled with screened topsoil. (see LD36.01.00)

**LD36.09.00** All areas to be maintained as turf shall receive a minimum of two (2) inches of screened topsoil after fracturing. (see LD36.01.00)

**LD36.10.00** All finished grades shall be a minimum of one (1) inch and a maximum of two (2) inches below hard surfaces (i.e. concrete, asphalt, etc.) unless otherwise approved by the City.

**LD36.11.00** Finish grading shall not be done when soils are wet.

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**LD37.00.00 Landscape Designer Qualifications and Responsibilities**

Individuals designing landscapes for commercial properties or subdivisions, prior to doing the submitted designs, shall have one of the following qualifications:

- a. For proposed landscapes with total installed cost of \$2000.00 or less - Michigan Certified Nurseryman or equivalent from another state.
- b. Landscapes with total installed cost over \$2,000.00 to \$350,000.00 - Bachelors in Landscape Architecture, Architecture, Landscape Design, Horticulture, or Agriculture.

- c. Landscapes with total installed cost over \$350,000.00 – Registered Landscape Architect.

**LD37.01.00 Responsibilities** – Individuals creating landscape designs for commercial Properties and/or subdivisions shall:

- a. Thoroughly acquaint themselves with site conditions found in the general area and on their specific project. This shall include but not be limited to:
  - 1. All plants hardy to USDA Hardiness Zone 5b
  - 2. Typical soil type – heavy clay
  - 3. Plants located next to streets must tolerate aerial salt.
- b. Produce high quality, easy to read, scaled drawings and details.
- c. Produce an aesthetic design using the unique feature on the site.

# Landscaping Required



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## District

### *Present Landscape Requirements*

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#### **C-F, B-1, B-2, B-3, H-S, O-1, O-M, O-S-C, R-C, M-1, P-1**

- ✓ Ten (10) foot greenbelt along any public street, with one (1) tree for every thirty (30) lineal feet of frontage.
  - ✓ Ten (10) percent of site area landscape – front and side yards only.
  - ✓ General Note – not more than twenty (20) percent of required landscape area will be covered with non-living material, i.e. woodchips, stone etc.
- 

#### **R-1, R-2**

- ✓ Subdivision Control Ordinance requirements only
- 

#### **CR-1**

- ✓ Ten (10) foot greenbelt along any public street, with one (1) tree planted for every twenty (20) feet of frontage.
  - ✓ Five (5) foot berm along any property line abutting a major thoroughfare with one (1) tree planted for every twenty (20) feet of frontage.
  - ✓ Fifteen (15) percent of site shall be landscaped open space.
  - ✓ One (1) tree shall be planted for every two (2) dwelling units.
- 

#### **R-1T, R-M, R-EC**

- ✓ Ten (10) foot greenbelt along any public street with one (1) tree planted for every twenty (20) feet of frontage.
  - ✓ Four (4) foot berm along any property line abutting a major thoroughfare, with one (1) tree planted for every twenty (20) feet of frontage.
  - ✓ Five (5) berm along any property line abutting freeway, landscaped with double row six (6) feet apart, evergreen species, four (4) feet on center staggered two (2) feet on center.
- 

#### **RM-1**

- ✓ Same as R-1T and R-M, with the exception that a five (5) foot rather than a four (4) foot minimum height berm is required along any property line abutting a major thoroughfare.
- 

#### **RM-2, RM-3**

- ✓ Same as RM-1 with the following exceptions:
  - Seventy-five (75) percent (vs. 70%) of required yards shall be landscaped
  - Overall requirement for four hundred and fifty (450) feet of landscaped open space per dwelling unit. Sixty (60) percent of this open space area shall be located in direct proximity to the buildings.